

# TRUTH IN RENTING

*A guide to the rights and responsibilities of residential tenants and landlords in New Jersey*



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# *Greetings from the* **DEPARTMENT OF COMMUNITY AFFAIRS**

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Congratulations on renting your home in New Jersey! The Department of Community Affairs is here to help with this new responsibility by providing you with important information about renting in our state.

The 'Truth in Renting' Act was signed in 1976. Since then, DCA has produced this booklet as a reference guide to help you understand your rights as a renter, and the responsibilities and rights of landlords. This booklet outlines information about your lease, security deposit, discrimination, safety, health and many other issues related to your rented home. It is updated annually so you have the most current information on laws, regulations and other information pertaining to renting in New Jersey.

We hope you find this booklet a valuable resource and encourage you to read through it and refer to it often. Congratulations again on renting your new home in New Jersey.

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## INTRODUCTION

### ABOUT THE “TRUTH IN RENTING” ACT

The “Truth in Renting” Act was signed into law on February 19, 1976, as Chapter 310 of the New Jersey Public Laws of 1975. The Act requires the New Jersey Department of Community Affairs to prepare, distribute, and update annually a statement in English and in Spanish of the established rights and responsibilities of residential tenants and landlords in the State. The Act calls for distribution of the statement to all tenants with a rental term of at least one month living in residences with more than two dwelling units (or more than three if the landlord occupies one). The landlord is required to give a copy of the current statement to each tenant when a lease is entered into, and to make available the current statement in the building where the tenants can easily find it. The landlord should keep documentation or receipts verifying distribution of the Truth in Renting statement to new tenants.

A landlord who does not properly distribute the statement is subject to a penalty of up to \$100.00 for each offense. Enforcement of this statute is handled through the Superior Court, Special Civil Part, Landlord-Tenant Section of the county where the building is located or of the county where the defendant resides.

### ABOUT THE CURRENT STATEMENT

The Truth in Renting Statement is available on our website at: [www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html). The Landlord-Tenant Information Service does not have jurisdiction over the administration of the courts, nor can the Service render legal advice. Any change in the size of print or content of the booklet that is not approved in writing by the Landlord-Tenant Information Service will be considered a violation of the Act. The deadline for distributing the current statement is 30 days after the Department of Community Affairs makes it available for distribution.

The statement is based on existing State laws, regulations and court cases. Its purpose is for information and reference only, not for legal advice. It is not a complete summary of all laws and court decisions that concern landlord-tenant relations. Any person who plans to take a legal action in a landlord-tenant dispute may wish to consult the appropriate enforcing agency, a county legal services agency, a private attorney, or an owners’, tenants’, or mobile home organization (see back of booklet for address and telephone listings).

### SPECIAL NOTE ON APPLICABILITY

The information contained in this Statement should be generally useful to all residential tenants and landlords in New Jersey. However, not all the laws apply to all types of buildings. A person can find out if a law applies to his or her situation by carefully reading the section describing that law. If it does not say that there are exceptions, then the law applies to all residential tenants and landlords.

## THE LEASE

### GENERAL PROVISIONS

A landlord-tenant relationship is formed when a landlord allows another person to use a dwelling unit for a specified period of time in return for rent. A dwelling unit may be an apartment, a house, a room or a mobile home or mobile home space. Parties to a lease must be at least 18 years old and mentally competent. <sup>(1)</sup>

A lease may be either oral or written. If written, it must be in plain language. <sup>(2)</sup> This means that it must be written so that an average person can understand it.

The Truth-in-Renting Act <sup>(3)</sup> provides that any written lease entered into or offered to a tenant must not violate any State laws in effect at the time the lease is made. Provisions of a lease must be reasonable. Once a lease has been made, neither party can be made to accept any new agreements while it is in effect. Any fees that the landlord intends to charge should be clearly stated. This can prevent confusion and possible disputes later. A lease may permit a "late charge" when the rent is not paid by a certain date, and may also provide for payment by the tenant of the landlord's attorney fees and court costs in the event of eviction for non-payment of rent or for other causes.

The written lease must expressly permit a landlord to recover reasonable attorneys' fees and include late fees as a part of rent in order for a judge to consider those expenses as additional rent in a summary dispossess proceeding. <sup>(4)</sup>

The tenant should read the rental agreement before signing. It is advisable for the tenant to get a copy of the lease for his or her own records at the time that it is signed. If a new landlord takes over the building, both the new landlord and the tenant must honor the pre-existing rental agreement until it expires.

Later disputes can be avoided if tenant and landlord (or landlord's representative) walk through the unit together and make a list (which both should sign) of all items that are in need of repair or replacement. Neither a tenant nor a landlord has the right to damage the other's property and either can be sued by the other for any property damage.

Some provisions found in leases are a matter of preference by the landlord. Examples of such provisions are: 1) A landlord may restrict subletting or assigning of the leased unit; 2) A landlord may forbid or limit the keeping of domesticated animals; however, in senior citizen housing projects or senior citizen planned real estate developments (senior citizens must be 62 years of age or older and shall include a surviving spouse if that surviving spouse is 55 years of age or older), having three or more rental units, a landlord must permit domesticated animals unless they become a nuisance or the tenant does not follow rules and regulations concerning care and maintenance;<sup>(5)</sup> 3) A landlord may require tenants to give copies of keys; and 4) A landlord may require a tenant to obtain renter's liability insurance.

If a lease contains provisions that are against State statutes, local ordinances or governmental regulations, or a tenant feels a provision is unreasonable, the tenant has the right to enter an action in Superior Court, Law Division, Special Civil Part, of the county where the building is located asking the court to remove the provision from the lease. <sup>(6)</sup> If a tenant and landlord cannot agree on a lease provision prior to

acceptance of the document, the tenant may pursue a court action for clarification of the provision, or the landlord may take the tenant to court in an eviction action, where the judge would decide the issue.

Although not required by all municipalities, where required it is the responsibility of the landlord to obtain a certificate of occupancy before a new tenant moves into a unit.

A landlord may not forbid or prevent installation of cable service or unreasonably restrict the installation of an individual satellite dish and may not require advance payment for permission to install it. Installation must be in compliance with the Federal Communications Commission (FCC). Satellite dishes must be placed on the property where the tenant has exclusive use or control. The landlord may restrict installation in common areas such as the stairwells, roofs, or exterior walls of a multiple dwelling. The landlord may also reasonably restrict installation to prevent damage to the property, if there is a safety risk, or if the property is a historic building or in a historic district. In addition, if a common antenna is available for use by residents, then the landlord may disallow the installation of an individually owned satellite dish, provided the services and costs are the same. <sup>(7)</sup> If a tenant or landlord wishes to file a complaint regarding the lease or local government restrictions regarding installation of a satellite dish, he or she may contact the Office of the Secretary, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554, Attn: Media Bureau.

### MOBILE HOME LEASES - PRIVATE RESIDENTIAL LEASEHOLD COMMUNITIES LAW

A mobile home park or private residential leasehold community landlord or operator is required: 1) to offer a written lease for at least 12 months to each household within the park/community. The lease must be offered within 30 days from the time the new owner lawfully moves in; 2) to give the home dweller a copy of all park/community rules and regulations prior to signing a lease; 3) to post a copy of park/community rules and regulations in a recreation hall or some other place within the park/community where they can be easily found; and 4) to fully disclose all fees, charges and assessments, which must be based on actual costs incurred, and all rules and regulations, before the occupant moves in. <sup>(8)</sup> Written notice of any changes must be given at least 30 days before the changes become effective.

Except in the case of emergency, no landlord or operator may move, or require anyone else to move, a home owned by someone else, unless it can be shown that it is reasonably necessary to do so and 30 days written notice is given. All costs of moving a home at the demand of the landlord or operator, including any loss or damage, must be paid by the landlord or operator. Any entrance fee or other payment to get into a park/community accepted by a landlord or operator makes the landlord or operator a disorderly person and the person making the payment can recover double its amount plus costs in Superior Court, of the county where the park/community is located or of the county where the landlord resides.

No landlord or operator may deny any resident the right to sell their home within the park/community or require the unit to be moved solely because it is being

sold. The landlord or operator can reserve the right to approve the purchaser, but permission cannot be unreasonably withheld. The posting of a “For Sale” sign on a home may not be forbidden, nor can the landlord or operator charge a commission or fee for the sale unless he or she acted as the sales agent under a written agreement with the homeowner.<sup>(9)</sup>

The Private Residential Leasehold Community law has restrictions, for those communities fitting the statutes’ definition that outline rights and responsibilities in the areas of community homeowner associations, first sales and removal of the community from residential use, or sale of the entire community. For further information, please request a copy of the law and refer to the list of additional sources of information covering mobile homes in the back of this booklet.

## **PUBLIC HOUSING LEASES**

Public housing authorities must follow lease regulations developed by the U.S. Department of Housing and Urban Development (HUD) as well as existing State laws. The HUD regulations list both provisions that must be included in housing authority leases and provisions that may not be included. Questions regarding public housing can be directed to the U.S. Department of Housing and Urban Development, New Jersey State Office, 1 Newark Center, Attn: Public Housing, Newark, New Jersey 07102-5260, (973) 622-7900.

## **RENEWAL AND BREAKING**

A lease is a binding contract between the landlord and the tenant and cannot be broken for any reason by either party except as detailed below:

No landlord of residential rental properties, except those in owner occupied two- or three-family dwellings, motels, or hotels, transient, or seasonal units, may fail to renew any lease, regardless of whether it is written or oral, unless they have good cause not to renew the lease. The good causes for eviction are detailed under the section entitled “Eviction.”<sup>(10)</sup> Tenants of two- or three unit owner-occupied buildings should refer to the section entitled “Evictions for Owner-Occupied Two- and Three-Family Dwellings.”

Under the Lease Termination Due to Disabling Illness, Accident or Death Law,<sup>(11)</sup> a tenant may break his or her lease, under the following conditions. A 40 day written notice of lease termination is required in each instance. The tenant must vacate and return possession of the property to the landlord at least five working days prior to the 40th day following the receipt of the notice by the landlord. Rent must be paid up until the termination date.

a) In certain circumstances, a tenant suffering a disabling illness or accident resulting in a loss of income may break a lease having a term of one or more years after submitting a form prescribed by law and available through the New Jersey Department of Community Affairs. For copies, please visit our website at: [www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html).

b) Tenants 62 years of age or older that are accepted into an assisted living facility, a nursing home, or a continuing care retirement community may break his or her lease. The tenant, spouse or legal representative must provide the landlord with written notice of termination of the lease and attach a certification of a treating physician stating that the tenant or spouse needs to be in an assisted living facility, nursing home, or continuing care retirement community and documentation that the tenant has been accepted into one of those facilities.

c) Tenants 62 years of age or older that do not already reside in low or moderate income housing and are accepted into low or moderate income housing may break their lease agreements. The tenant, spouse or legal representative must provide the landlord with written notice of termination of the lease and attach documentation of a lease or intent to lease from the low or moderate housing project.

If a landlord cannot or will not make a dwelling unit handicapped-accessible at the landlord’s own expense for a disabled tenant or a member of the tenant’s immediate family who is disabled as a result of the loss of use of one or more limbs or requires an assistive device to move about, the lease can be terminated on the 40th day following receipt by the landlord a Notice of Lease Termination and the Certification of Treating Physicians forms, submitted by the tenant to the landlord.<sup>(12)</sup> These forms may be obtained by visiting our website at: [www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html), or writing us at, Landlord-Tenant Information Service, P.O. Box 805, Trenton, New Jersey, 08625.

The same procedure applies to the termination of a lease in the event of the death of the tenant or the tenant’s spouse, except that a specific form is not prescribed.<sup>(13)</sup> These provisions for early termination do not apply to any lease that specifically provides otherwise.

A landlord may sue a tenant who breaks a lease and the tenant can be held responsible for payment of rent through the expiration date of the lease plus the landlord’s costs to re-rent the unit. To mitigate the losses incurred, a landlord is required to make a good faith effort to re-rent the unit.<sup>(14)</sup> A tenant is not responsible for rental payments for any time that the unit is re-rented at a rent equal to or higher than the current rent. Also, a tenant will not be held responsible for rent payments if the tenant can demonstrate that the reason for breaking the lease was that the rental unit was unlivable. “Constructive eviction” is the term used to describe a situation wherein a tenant must move because the landlord does not maintain the rental unit in a livable condition.<sup>(15)</sup> Because the determination of money due to the landlord or the tenant will ultimately be made by a judge in Superior Court, proper documentation of the unlivable conditions and *written* notice to the landlord demanding that these conditions be corrected are essential to making a case for constructive eviction.

## **NOTICE TO TERMINATE THE LEASE AGREEMENT**

A tenant has the responsibility to pay the full amount of rent on time. An owner has the responsibility to maintain the dwelling in a livable condition.

A tenant who remain in a unit after giving his/her landlord notice of his/her intent to leave may be held responsible for double the rent payments for the months that the tenant continues to occupy the unit. <sup>(16)</sup> Unless the lease states otherwise, a tenant who intends to move when the lease ends must give the landlord written notice at least one full month in advance.

Month-to-month leases renew automatically unless the tenant or landlord acts to end the lease. A tenant may terminate a month-to-month lease (or any rental agreement that does not have a specific term) by providing a written notice one month in advance of the time that the renewed rental period would start. For example if a tenant's rent is due on January 15th the tenant must give the landlord notice on or before December 15th if the tenant wants to move out before the new rental period begins on the 15th of the next month. A landlord must follow the requirements of the Eviction Law and cannot refuse to renew a lease without good cause (See Causes for Eviction), except in the case of owner-occupied two and three family dwellings, transient or seasonal tenants.

Most yearly leases will have a section explaining how the lease can be renewed. The lease may, for instance, state that unless either the landlord or tenant ends the lease, it will renew automatically. Most yearly leases require a 60 to 90 day notice. If a tenant fails to give proper written notice or it is not given in time, the lease will renew. A yearly lease that is not renewed automatically becomes a month-to-month lease.

## **TERMINATION OF THE LEASE DUE TO DOMESTIC VIOLENCE**

According to the New Jersey Safe Housing Act victims of domestic violence may terminate their lease without penalty prior to the expiration by providing the landlord with a written notice that the tenant or a child of the tenant faces an imminent threat of serious physical harm from a specific person, (that must be identified in the written notice) if the tenant remains on the premises *and* by fulfilling any of the following requirements:

- a) a certified copy of a permanent restraining order issued by a court under The Domestic Violence Protection Act of 1991 and protecting the tenant from the person named in the written notice;
- b) a certified copy of a permanent restraining order from another jurisdiction issued pursuant to that jurisdictions laws concerning domestic violence, and protecting the tenant from the person named in the written notice;
- c) a law enforcement agency record documenting the domestic violence, or certifying that the tenant or a child of the tenant is a victim of domestic violence;
- d) medical documentation of the domestic violence provided by a health care provider;

- e) certification, provided by a certified Domestic Violence Specialist, or the director of a designated domestic violence agency, that the tenant or a child of the tenant is a victim of domestic violence; or
- f) other documentation or certification, provided by a licensed social worker, that the tenant or a child of the tenant is a victim of domestic violence.

The lease termination shall take effect on the thirtieth (30<sup>th</sup>) day following receipt by the landlord of one of the notices listed above and a written notice from the tenant that she or he intends to vacate the premises. The rent shall be pro-rated up to the time of the lease termination. <sup>(17)</sup>

If there are tenants on the lease other than the tenant who has given notice of termination of the lease due to domestic violence, the co-tenant's lease also terminates. The co-tenant may enter into a new lease agreement with the landlord at the landlord's option.

Where the leased premises are under the control of a public housing authority or redevelopment agency, the victim of domestic violence must give notice in accordance with any relevant regulations pertaining to public housing leases.

A landlord shall not disclose information documenting domestic violence that has been provided to the landlord by a victim of domestic violence. The information shall not be entered into any shared databases or provided to any person or entity. However, the information may be used as evidence in an eviction proceeding, legal action for unpaid rent or damages from the tenancy, with the consent of the tenant, or as otherwise allowed by law.

Within 15 business days after a lease terminates due to domestic violence, the landlord must return to the tenant or her or his designated agent upon request, any advanced rent, or security deposit, plus accrued interest. However, within three (3) business days after the termination, the landlord must provide written notice to the victim of domestic violence by personal delivery or mail to the last known address, indicating the location of the security deposit and hours in which the tenant may pick up his or her security deposit. The landlord must provide a duplicate notice to the relocation officer. If there is no relocation officer, notice must be provided to the municipal clerk. The security deposit must be available for return during normal business hours for thirty (30) days in the municipality where the rental property is located. The security deposit must be accompanied by an itemized list of the interest earned and any deductions. Any security money not demanded by and returned to the tenant or the tenant's designated agent within 30 days shall be redeposited or reinvested by the landlord, in accordance with the Security Deposit law. The landlord may charge for any money due the landlord under the terms of the lease, including damages to the property that are not ordinary wear and tear and any rent due and owing at the time the lease is terminated. <sup>(18)</sup>

This law does not apply to seasonal rentals.



## **SERVICE MEMBERS CIVIL RELIEF ACT**

A service member leasing an apartment before entering the military has the legal right under this act <sup>(19)</sup> to break the lease under the following circumstances: a) at any time after the renter's entry into military service; b) the service member, while in military service, executes the lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days; c) the service member, while in military service, executes the lease and thereafter receives military orders for a permanent change of station outside of the continental United States or to deploy with a military unit for a period of not less than 180 days. The service member must provide the landlord with written notice of termination of the lease and a copy of the military orders. Notice of termination of the lease must be provided in advance. Termination of the lease is effective on the last day of the month following the month in which the notice is delivered. The service member will incur no further monetary responsibility after providing the landlord with the proper notices. The landlord is required to return the security deposit in accordance with the applicable law.

Moreover, if the rent does not exceed \$2,400 per month, (this amount will increase each year in accordance with the CPI component for housing), eviction actions may be stayed by the courts for three (3) months unless the court finds that the tenant's ability to pay rent is not materially affected by reason of the military service.

For further information about the Act including specific notice requirements and time frames, military personnel can contact the Legal Assistance Section of Fort Dix at (609) 562-3043 McGuire Air Force Base at (609) 754-4601 or the Reserve Office of Fort Monmouth, Legal Services at (732) 532-4371.

## **RIGHT OF ENTRY**

There is no law in New Jersey that either requires a tenant to give a landlord a key or prohibits a landlord from keeping a key to a rented unit. The courts have generally approved lease provisions that require that the tenant provide a key to the landlord, citing circumstances where the lack of a key could result in loss of life or property in the case of an emergency. A dispute between a landlord and tenant over the use of a key that cannot be settled by mutual agreement might have to be settled in Superior Court. The court may deny the landlord the right to have a key if the tenant can show that the landlord has abused the right. Such abuse may include using the key to enter the tenant's home without prior notice (except in the case of an emergency). Moreover, the landlord may be liable to the tenant for damaged or stolen property if the landlord is known to have a key and known to enter the rental unit when the tenant is not home.

A tenant disputing a landlord's right to a key can simply refuse to provide the landlord with one. The landlord may then seek an action for eviction based on a refusal to comply with reasonable lease provisions. The landlord then has the burden of proving that the request is not unreasonable.

Tenants should note that the regulations governing the maintenance of hotels and multiple dwellings, N.J.A.C. 5:10-5.1(c), provide that "every occupant of each unit of dwelling space shall give the owner thereof or his agent or employees access

to any part of the building upon reasonable notification, which under ordinary circumstance shall be one day for multiple dwellings ...for the purpose of making such inspection and such repairs or alterations as are necessary to effect compliance with the law and these regulations. In case of safety or structural emergencies immediate access shall be given."

The purpose of this regulation is to allow for inspections in order to maintain multiple dwellings in the interest of public safety, health and welfare, according to N.J.A.C. 5:10-1.2. There is no statute or available case law that dictates a notice requirement or tenant's obligation to allow a landlord access to the rental premises to show for re-renting or selling the property. The issue of entry should be addressed in the lease. Disputes that arise regarding a landlord's right of entry must be decided on a case-by-case basis in court.

## **SECURITY DEPOSITS**

The Security Deposit Law applies to most residential rental properties, including mobile homes. The exception is an owner-occupied two- or three- family dwelling. A tenant in an owner-occupied two- or three-family dwelling may, however, make this provision applicable to his or her tenancy 30 days after sending a written request to the landlord that the landlord fulfill the requirements of the Security Deposit Law. <sup>(20)</sup>

The security deposit cannot be more than one and one-half times one month's rent. <sup>(21)</sup> It can be less. Any additional yearly security deposit increase may not exceed 10% of the current security deposit. A landlord may not charge a pet security deposit if it exceeds one and one-half times one month's rent when combined with the regular security deposit. In the case of *Brownstone Arms v. Asher*, and *Reilly v. Weiss*, the courts determined that advanced rents in excess of one and one-half times the monthly rental payment violates the security deposit law. <sup>(22)</sup> Therefore, any prepaid funds held to secure future rents are considered to be a part of the security deposit. This includes the last month's rent. It does not matter what the prepaid funds are labeled. The landlord may only require one and one-half times the tenant's monthly rent as security and the first month's rent at the inception of the lease. That means the landlord may not require more than two and one-half times the monthly rent at the inception of the lease, this includes the security deposit and the first month's rent.

The security deposit money continues to be the property of the person making the deposit and must be held in trust by the person receiving the money. This means that the person who receives the money must not use the money in any way not permitted by law.

A person who receives security money for ten or less units must deposit that money in a bank or savings and loan association in New Jersey in an account bearing interest at the current rate. A person who receives security deposit money for 10 or more units has the option of investing the money in an insured money market fund of a New Jersey based investment company where the investments mature in one year or less, or deposit that money in a State or federally chartered bank, or savings and loan association in New Jersey in an account bearing a variable rate of interest. This section of the Security Deposit Law does not apply to security deposits

for seasonal use or rental. Seasonal use or rental means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. Seasonal use or rental does not mean use or rental of living quarters for seasonal, temporary or migrant farm workers in connection with work or place where work is being performed. <sup>(23)</sup>

The interest or earnings paid on the security deposit belongs to the tenant and shall be paid to the tenant in cash or credited toward rent due and owing on the renewal or anniversary of the tenant's lease or on January 31, if the tenant has been given written notice, that the interest payments will be paid on January 31 of each year. <sup>(24)</sup>

A person who receives a security deposit may not combine security deposit money with his or her own funds. Within 30 days of receipt of the security deposit and at the time of each annual interest payment the landlord must notify the tenant in writing of the name and address of the banking institution or investment company at which the money is deposited, the amount of the deposit, type of account and current rate of interest for the account. In addition the landlord must notify the tenant within 30 days of transferring security deposit money to a new landlord or moving the security deposit to another account or bank. If a tenant does not receive proper notices or is not paid interest as required, the tenant may use the security deposit for payment of rent by giving the landlord written notice that the security money plus interest at the rate of 7% per year be applied to rent payments or payments due or to become due from the tenant. However if the tenant does not receive the annual notice at the time of the annual interest payment or is not paid the annual interest, as required, the tenant must give the landlord written notice and allow the landlord 30 days to comply with the annual interest payment and notice requirements. If the landlord does not reply within the allotted time the tenant can use his security deposit toward his rent. <sup>(25)</sup> If the tenant's security deposit gets applied to his rent, the landlord may not make further demand for an additional security deposit.

Within five (5) business days after a tenant is displaced by fire, flood, condemnation, or evacuation the landlord must return the security deposit. The law requires the return when either an authorized public official has posted a notice prohibiting occupancy or has certified that the displacement is expected to continue longer than seven (7) days. Within three (3) business days of having received notice of the displacement, the landlord must let the tenant know where the security deposit can be collected. The landlord may arrange to have the municipal clerk hold the security deposit so that the tenant may collect it at the clerk's office. If the tenant has not collected the deposit within 30 days, the landlord can redeposit it with the banking institution or investment company with which it was deposited before. If the tenant is later able to move back into the apartment but has already collected the deposit, the tenant must again pay the landlord a security deposit (one-third will be due immediately, another one-third in 30 days and the last one-third in 60 days).

Within 30 days after the end of a tenancy, a landlord must return the security deposit, plus interest earned less deductions, to the tenant. <sup>(26)</sup> Deductions may include the cost of any damages over and above normal wear and tear, and any other money due the landlord under the terms of the lease. The landlord must return the money either by personal delivery, registered or certified mail. If there

are any deductions made from the security deposit by the landlord, an itemized list of these deductions must also be sent to the tenant by registered or certified mail within 30 days. If the amount of money owed to the landlord for damages or unpaid rent is greater than the amount of the security deposit, the landlord may sue for the difference. No deductions shall be made from a security deposit of a tenant who remains in possession of the rental premises.

If a landlord fails to return the security deposit within 30 days, or the tenant disagrees with the amount deducted, the tenant may sue for double the amount of the security deposit that the tenant contends was wrongfully withheld. If the tenant is successful, the court may award the tenant double the amount wrongly withheld, together with court costs and reasonable attorney's fees. <sup>(27)</sup> However, if the tenant breaks the lease and moves out of the dwelling unit prior to the expiration of the lease, without legal cause, the lease is not considered to be terminated. The lease is considered to be terminated once the unit is re-rented or the lease expires, provided that the tenant notified the landlord as required by the lease agreement. The date the rental unit is re-rented determines the date of the termination of the breached lease. <sup>(28)</sup> Therefore, in the case of a broken lease agreement by the tenant, the 30 days that the landlord has to return the tenant's security deposit does not start until the landlord re-rents the rental unit, or until the lease expires, whichever occurs first.

If the property is sold or transferred it is the duty of the new owner to obtain the security deposit, plus accrued interest on the tenant's deposit, that was collected by the former owner. Whether or not the deposit and interest are transferred, the new owner is responsible for the investment of the security deposit, giving all notices and paying interest, and for the return of the security deposit, plus any accrued earnings or interest. <sup>(29)</sup>

The Small Claims section of the Special Civil Part of the Superior Court, Law Division in the county where the building is located or in the county where the landlord resides has jurisdiction in actions involving security deposits where the amount does not exceed \$5,000, including any applicable penalties, but not including costs. For actions over \$5,000 but not exceeding \$15,000, a person must file in the Special Civil Part of the Superior Court Law Division. <sup>(30)</sup> There is no State agency that has jurisdiction over security deposit disputes. All disputes must be settled through court action.

Any landlord who willfully and intentionally withholds a security deposit made by or on behalf of a tenant who has received financial assistance through any State or federal program, including welfare or rental assistance may be penalized. The landlord may be liable for a civil penalty of not less than \$500 or not more than \$2,000 for each offense. The penalty shall be collected and enforced by summary proceedings. The State entity which made the deposits on behalf of the tenant will be entitled to any penalty amounts recovered. A tenant receiving governmental financial assistance is not required to file an action to recover security deposits withheld by a landlord in violation of this law in order to continue participation in the governmental program. <sup>(31)</sup>

Any person who unlawfully uses security deposit monies may be criminally charged as a disorderly person and may be subject to a fine of not less than \$200 or imprisonment for not more than 30 days, or both. <sup>(32)</sup>

## **PETS**

In general, landlords have a right to include a “no pets” provision in the lease agreement. However tenants that were allowed to have pets and actually had pets living in their rental units at the beginning of their tenancy and continued to have those pets throughout their tenancies can not have their leases changed (upon renewal) by the new (or existing) landlord to prohibit the tenants from keeping the pets that they were already allowed to possess. However, the landlord could prohibit the housing of any replacement or additional pets that those tenants may acquire in the future. <sup>(33)</sup> A landlord may require a tenant to remove a pet from the rental premises if the pet is a continuing nuisance to the welfare or property of the landlord or the other residents. If the tenant does not remove the pet, the landlord may file for an eviction for violating the lease due to a continuing nuisance created by the pet. Tenants should maintain control of their pets and obey any lease requirements regarding the care and control of a pet’s behavior, designated activity/walking areas and waste cleanup. Tenants should obey all Federal, State and Local laws regarding the maintenance of their pets.

Any senior citizen residing in a senior citizen housing project and providing written notice to the landlord is allowed to own or care for a pet. However, a landlord may refuse to renew a tenant’s lease because of a pet, under the following circumstances: if the pet’s existence or behavior violates federal, state or local building, health or use codes; or if the tenant fails to properly care for the pet; or if the tenant fails to control the pet, when taking the pet to or from the building, or if the tenant fails to take prompt action to remove any pet waste when requested by the landlord; or if the tenant fails to keep the pet’s waste functions confined to areas that do not interfere with the common areas or entrance and exit of anyone to or from the senior citizen housing project. A landlord may establish reasonable written rules and regulations, relating to the care and maintenance of domesticated animals by senior citizens, except that a landlord may not require that the domesticated animal be spayed or neutered. All such rules and regulations shall be transmitted, in writing, to the residents of each dwelling unit in the senior citizen housing project and shall be incorporated within each lease upon its subsequent renewal and the master deed and bylaws, as the case may be. <sup>(34)</sup>

## **DISCRIMINATION**

The New Jersey Law Against Discrimination requires equal treatment in the sale or rental of housing regardless of race, creed, color, national origin, ancestry, sex, marital status, civil union status, domestic partnership status, familial status, affectional or sexual orientation, gender identity or expression, mental and physical disability, nationality, or source of lawful income. <sup>(35)</sup> The law applies to all landlord-tenant relationships, except those involving two family owner-occupied dwellings, rooms in an owner or resident-occupied single family home, and residences planned exclusively and occupied by one sex (for example a YMCA) and age restricted housing as it pertains to familial status. <sup>(36)</sup> Discrimination complaints should be reported to the proper field office of the Division on Civil Rights, New Jersey Department of Law and Public Safety. (See back of the booklet for office addresses.)

Both Federal and State law prohibit the refusal to rent to a family that includes children, with the exception of housing built for older persons and owner occupied structures with no more than two dwelling units. In this context, it is prohibited to require an agreement that a lease is cancelled upon the birth of a child. It is not illegal to refuse to rent if illegal overcrowding or a violation of legal occupancy limits would result or if an applicant has a poor credit rating or does not have enough income to afford the rent. See also the Federal Fair Housing Act. <sup>(37)</sup>

A complaint against a person who refuses to rent, or who tries to cancel a lease based on illegal discrimination may be filed in New Jersey Superior Court. Violations of Federal law may be reported to the U.S. Department of Housing and Urban Development or the U.S. Attorney. For additional information regarding discrimination in housing in New Jersey, the web site address is: <http://www.state.nj.us/lps/dcr/index.html>.

## **MODIFICATION OF THE RENTAL PREMISES FOR PEOPLE WITH DISABILITIES**

The landlord is not required to modify existing rental premises occupied or to be occupied by a person with a disability. However, the landlord (at the expense of the disabled person) must permit the person with a disability to make reasonable modifications as may be necessary to afford the disabled person full enjoyment of the premises. The landlord may require the tenant to restore the interior of the premises to the condition it existed before the modification, except for reasonable wear and tear and also require the deposit of funds into an escrow account for the restoration of the premises. The landlord may also require a description of the modifications and proof of required permits. <sup>(38)</sup>

## **CONSUMER FRAUD PROTECTION**

Deception, fraud, misrepresentation, or knowing failure or refusal to provide important information in connection with the sale or advertisement of real estate is illegal in New Jersey. <sup>(39)</sup> An aggrieved consumer may sue for triple damages plus attorney’s fees for consumer fraud. <sup>(40)</sup> You may contact the Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, Post Office Box 45025, 124 Halsey Street, Newark, New Jersey 07102, (973) 504-6200, [www.nj.gov/oag/ca/home.htm](http://www.nj.gov/oag/ca/home.htm) for further information concerning the Consumer Fraud Act.

## **DISPOSAL OF PERSONAL PROPERTY LEFT BY TENANT ONCE THE TENANT HAS MOVED FROM THE PREMISES**

A landlord may dispose of a tenant’s personal property after: giving written notice to the tenants in accordance with the requirements of the Abandoned Property law concerning content, delivery and storage; and a warrant for removal has been executed and possession of the property returned to the landlord; or the tenant has given written notice that he or she is relinquishing possession of the premises. <sup>(41)</sup>

The landlord must make the property available to the tenant without payment by the tenant of any unpaid rent. However, the tenant is responsible to reimburse

the landlord for the reasonable cost of storage and removal of the property from the leased premises to the place of safekeeping.

The tenant must notify the landlord on or before the day specified in the landlord's notice that the tenant intends to move the property from the rental unit or place of safekeeping and must do so within the time specified in the notice or within 15 days of the tenant's written response, whichever is later. Otherwise, the landlord may consider the property abandoned.

Compliance in good faith with the requirements of the law constitutes a complete defense in any action brought by a tenant against a landlord for loss or damage to the property. However, if the landlord seizes and retains a tenant's property without complying with the law, the tenant is relieved of any liability for reimbursement of the landlord's costs and is entitled to recover up to twice the actual damages sustained by the tenant. <sup>(42)</sup>

### **CREDIT CHECKS AND BACKGROUND CHECKS**

Landlords may access credit reports for prospective tenants from credit bureaus or tenant-screening agencies. The landlord may use the information provided in deciding whether to approve or deny an applicant. If a tenant's application is denied due to his or her credit report, the landlord must provide the tenant with the name, address and telephone number of the credit reporting or screening agency that supplied the negative report. <sup>(43)</sup> The landlord is allowed to charge the tenant for the cost of the report. The landlord may also request reasonable rental application fees or employment verification. For more information about the Fair Credit Reporting Act call toll-free 1-877-FTC-HELP (1-877-382-4357), or visit their website at [www.ftc.gov](http://www.ftc.gov). Landlords may also perform background checks through public records. Furthermore, landlords may attempt to verify the validity of any information a tenant provides on his or her rental application.

## **RENT**

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A tenant has the responsibility to pay the full amount of rent on time. An owner has the responsibility to maintain the dwelling in a livable condition.

A tenant who remains in a unit after giving his or her landlord written notice of intent to leave may be held responsible for double the rent payments for the months that the tenant continues to occupy the unit without a lease. <sup>(44)</sup>

### **SENIOR CITIZENS GRACE PERIOD**

Any senior citizen receiving a Social Security Old Age Pension, a Railroad Retirement Pension, or any other governmental pension in lieu of Social Security Old Age Pension, and any recipients of Social Security Disability Benefits, Supplemental Security Income or benefits under Work First New Jersey, must be given a period of five (5) business days grace period for payment when the rent is due on the first of the month. No delinquency or late charge may be assessed during the grace period. Any person who fails to allow this grace period may be criminally prosecuted as a disorderly person. <sup>(45)</sup>

### **NONPAYMENT AND DISTRAINT**

A landlord is prohibited from taking or holding a residential tenant's possessions for nonpayment of rent. The legal term for this practice is "distrain." A landlord cannot use distraint for money owed on a lease or other agreement for a unit used only as a residence. <sup>(46)</sup>

A tenant may sue for damages resulting from distraint for nonpayment of rent in Superior Court, Special Civil Part, in the county the building is located or the county in which the defendant resides. The court may award double damages and costs of action to a tenant whose property was wrongfully distrained.

When a tenant threatens to leave the unit without payment of rent and a landlord has not yet received a judgment from the court the landlord may seek a temporary restraining order to prohibit the tenant from leaving the jurisdiction of the court. <sup>(47)</sup>

### **RENT INCREASES AND RENT CONTROL**

The State of New Jersey has no laws that establish, govern or control rents. Municipalities may pass an ordinance establishing rent control or rent leveling. Locally created boards enforce these ordinances. Rent control ordinances have been upheld as a valid exercise of the municipal police power where there is a housing shortage. <sup>(48)</sup>

Under the Newly Constructed Multiple Dwellings Law <sup>(49)</sup> newly constructed multiple dwellings shall be exempt from any local rent control ordinances for a period of 30 years following completion of construction of the building. Rents that are subsidized by governmental funding may also be exempt from local rent control ordinances. A tenant may contact the Rent Control Board or municipal clerk for his/her town to find out if his/her rental unit is covered by a rent control or rent leveling ordinance.

Notice requirements for rent increases are contained in the Eviction Law. <sup>(50)</sup> This law provides that before an owner can evict a tenant for nonpayment of an increased rent, he or she must first serve the tenant with a valid notice to quit and notice of rent increase. This notice does not mean that the tenant must actually leave; the tenant has the right to remain as long as he or she pays any legal increase in rent. The increase in rent must not be unconscionable; it must not be so unreasonable as to shock the conscience of a fair and honest person and must comply with any municipal ordinances governing rent increases.

When a landlord follows the requirements for increasing rent and a tenant refuses to pay the increased amount, the landlord may begin an eviction action. If an increase is unconscionable or a tenant has not received proper notice, the tenant may file a complaint with a municipal rent control board where one exists. Where there is no municipal rent control and a rent increase is charged that a tenant does not pay on the grounds that it is unconscionable, the landlord may file an eviction action for non-payment of the rent increase. A judge would decide if the increase was unconscionable or not. If the court finds that the rent increase is legal, the tenant will have to pay the increase in order to avoid being evicted.

The court has found that when determining unconscionability, the judge may consider the following factors: the amount of the proposed rent increase; the

landlord's expenses and profitability; how the existing and proposed rent compare to rents charged at similar rental properties in the same geographic area; the relative bargaining position of the parties; and the judge's general knowledge. <sup>(51)</sup>

If a building is converted to condominium or cooperative form of ownership, or to fee simple ownership of units, rents may not be increased to cover costs resulting solely from the conversion. <sup>(52)</sup> This does not mean that rents may not be increased to cover the cost of new services or amenities. This prohibition applies to all tenants in the building regardless of whether they are eligible for protected tenancy as senior citizens or disabled persons.

## **PUBLIC FINANCED AND SUBSIDIZED HOUSING**

Housing developments owned or subsidized by the U.S. Department of Housing and Urban Development (HUD), as well as unsubsidized developments with HUD-insured mortgages determined by HUD to have certain economic problems, are not subject to municipal rent control. For further information on the proper notice of a rent increase (the allowable amount of each rent increase in HUD buildings), contact the U.S. Department of Housing and Urban Development, New Jersey State Office, 1 Newark Center, Newark, New Jersey 07102-5260, (973) 622-7900. Likewise, rents fixed and controlled by the New Jersey Housing and Mortgage Finance Agency (NJHMFA) in projects it finances are not subject to municipal rent control ordinances. For further information on the proper notice of a rent increase or the allowable amount of rent increase in a NJHMFA project, contact the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Ave., Post Office Box 18550, Trenton, New Jersey 08650-2085, (609) 278-7400.

## **PROPERTY TAX REBATE FOR TENANTS**

The Tenants' Property Tax Rebate Act, <sup>(53)</sup> as amended in 1998, may require owners of properties with five (5) or more rental units to pass on to their tenants as a rent credit or cash rebate, the full amount of any current property tax reduction. Reductions are calculated by comparing the current year's taxes with a previous year (beginning with 1998) that shows a larger tax amount. The difference is the amount to be rebated to tenants. Municipalities with rent control ordinances that do not permit landlords to pass tax increases along to tenants are not subject to the law. The law also contains exceptions for certain types of rental properties. Please see N.J.S.A. 54:4-6.3 for the list of properties that are exempt.

In each municipality where a rebate is due a Notice of Tax Reduction is sent from the local tax collector to the building owners within 30 days after tax bills are issued to the building owner. Generally, rebates are to be in monthly installments at rent payment dates, beginning within 30 days after receipt of the Notice of Tax Reduction. The first rebate is to be cumulative from January and all are to be completed by December 31. However, if the notice is received after November 1, the rebate is to be completed by June 30 of the following year.

Under the law, in eligible municipalities, a property rebate is due to tenants only when property taxes are reduced because of: 1) a municipal wide revaluation of all real estate and only in the first year the revaluation takes effect, 2) generally, when the property

tax rate in the current year is lower than the base year (usually 1998), 3) taxpayers in the municipality receive tax rate credit through the Regional Efficiency Aid Program (REAP). The entire amount of the REAP credit must be passed through to tenants.

The law and rules contain details on eligibility and other issues beyond what is covered here. For additional information, please direct all questions about the program to the Tenant Property Tax Rebate Program, Division of Local Government Services, Department of Community Affairs, Post Office Box 803, Trenton, New Jersey 08625-0803, (609) 292-4656, or via e-mail at [dlg@dca.state.nj.us](mailto:dlg@dca.state.nj.us), or on the website at [www.nj.gov/dca/](http://www.nj.gov/dca/). The program also has a handbook titled "Tenant and Landlord Guide to the Tenant Property Tax Rebate Act," which can be obtained at no cost by writing or e-mailing the above addresses.

## **NEW JERSEY HOMESTEAD PROPERTY TAX CREDIT**

Residential tenants may be eligible for a tax credit under the Homestead Property Tax Credit Act, if they were tenants during the year for which the tax return is filed. In order to qualify applicants must meet income eligibility requirements. This is not a credit on rent payments and is not paid by or through the landlord. The benefit is paid through the New Jersey Division of Taxation. The homestead benefit may come in the form of a rebate or credit. Tenants may apply for a homestead rebate or credit by filling out the application on the New Jersey Gross Income Tax Form. This form must be filed by April 15th of each year with the New Jersey Division of Taxation. Even tenants who are not required to file a return for income taxes may still apply for the credit. Questions concerning this credit should be directed to the New Jersey Division of Taxation, Taxpayers Information Service, 50 Barrack Street, Post Office Box 269, Trenton, NJ 08646, (609) 292-6400 or (800) 323-4400. (See Homestead Property Tax Credit Act, N.J.S.A. 54:4-8.57 through 8.75)

## **HABITABILITY**

### **IDENTITY OF LANDLORD**

A landlord who owns a one- or two-family non-owner occupied house is required by law to file a registration statement with the clerk of the municipality in which the building is located. <sup>(54)</sup> If the building has three (3) or more units, the statement must be filed with the Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810, on a registration form provided by the Bureau. The Bureau sends a validated copy of the filed registration form to the municipal clerk. Owner-occupied two-family houses are not required to be registered.

The registration statement must be given to each tenant and posted in a place in the building where it can be easily seen. The document must state the date of preparation and contain the names and addresses of the following: 1) the owner or owners of the building and the owners of the rental business if not the same person; 2) the registered agent and corporate officers if the owner is a corporation; 3) a person who resides in or has an office in the same county as the building and is authorized to accept service of process, if the owner is not located in the county; 4)

the managing agent; 5) regular maintenance personnel; 6) the owner's representative who must be available and able to act in an emergency (the representative's telephone number must be listed); 7) every holder of a recorded mortgage on the building. If fuel oil is used to provide heat to the building and it is furnished by the owner, the name and address of the fuel oil dealer and the grade of oil used must also be included.

Every landlord required to file a certificate of registration must file an amended registration with the correct agency (Bureau of Housing Inspection or clerk of the municipality) within 20 days after any changes to this information. Corrected registration statements must also be posted in the building and each tenant must be notified in writing within seven (7) days after filing. In any eviction action by a landlord who has failed to follow the provisions of this law, the court is required by law to reserve judgment and continue the case - that is, to keep the case open and not issue a judgment for eviction - for up to 90 days to allow the landlord time to comply. If the owner has not complied within this time, the court must dismiss the case, which means that the tenant is not evicted.

The Superior Court, Law Division, Special Civil Part and the municipal court of the municipality in which the premises is located have concurrent jurisdiction to enforce penalties sought against landlords who violate the requirements of the Landlord Identity Law. The maximum penalty is \$500.00 for each offense, recoverable by a summary proceeding under the Penalty Enforcement Law. The Attorney General, the municipality in which the premises are located, or any other person may institute the proceeding. The court will remit any penalty recovered to the municipality in which the subject premises is located unless the action is brought by the Attorney General, in which case the penalty is remitted to the State. <sup>(55)</sup>

## **HEALTH, SAFETY AND MAINTENANCE STANDARDS**

Both landlords and tenants have certain obligations for the maintenance of dwelling units. These are based on lease provisions, New Jersey statutes, local municipal ordinances, and court decisions. A tenant must protect and preserve a landlord's property. Generally acceptable housekeeping practices must be followed. Proper and timely notice must be given to a landlord when there are conditions that must be repaired or corrected. A property should be returned to the landlord in the same condition as it was received, except for normal wear and tear.

A landlord must maintain the property in a livable condition. The New Jersey Supreme Court has held that a landlord offering a dwelling unit for rent implies that it is in livable condition and agrees to keep it in that condition. A landlord must repair damage to vital facilities caused by normal wear and tear after being properly notified in writing and after being given a reasonable amount of time to make repairs. <sup>(56)</sup>

By State statute and/or municipal ordinance, certain State and local agencies have the power to adopt and enforce standards for the condition of dwelling units. These powers are outlined in the following subsections.

## **STATE INSPECTION AND ENFORCEMENT**

The Bureau of Housing Inspection (BHI) of the Department of Community Affairs is responsible for the Statewide enforcement of the Hotel and Multiple Dwelling Law

and the Regulations for the Maintenance of Hotels and Multiple Dwellings. Every owner of a multiple dwelling that has three (3) or more units in a building structure or a hotel must file a certificate of registration with the Bureau. Multiple dwellings and hotels are required to be inspected at least once every five (5) years.

The Hotel and Multiple Dwelling Law gives the Commissioner of the Department of Community Affairs power to issue and enforce regulations and to levy penalties to ensure that multiple dwellings are maintained so that they do not endanger the health, safety or welfare of the tenants or the general public. Both landlords and tenants must maintain buildings so that there is no violation of these regulations. Tenants must take care of their units and report any code violations to the landlord or superintendent and upon one-day notice, shall allow the landlord or his representative to enter the unit to make any inspections, repairs or alterations required in order to meet code requirements. In case of an emergency, immediate access shall be granted. <sup>(57)</sup> The landlord must keep the property in good repair, clean, free of infestation and free of any hazards or nuisances that might be harmful to the health or safety of the occupants, and must provide basic maintenance, including heat, building security, smoke alarm systems, or detectors and properly functioning plumbing and electrical systems, etc.

## **CHILD-PROTECTION WINDOW GUARDS**

The Hotel and Multiple Dwelling regulations provide that upon written request by a tenant of a unit in which a child 10 years of age or younger resides, the landlord must provide install and maintain approved child protection window guards on the windows of the dwelling unit and on any accessible windows in the public halls. This requirement does not apply to windows which give access to a fire escape or which are located on the first floor, unless the window sill is more than six feet above the ground. This requirement does not apply to seasonal rental units.

Leases must contain a notice advising tenants that, upon written request by the tenant, the owner is required to provide, install and maintain window guards in dwelling units with children 10 years of age or younger. In addition, bi-annual written notices must be given to tenants informing them of the window guard regulation. Furthermore, landlords must give first floor tenants notice that they may also request window guards to protect the safety of their children, if the windows are more than six feet above ground or if there are other hazardous conditions that make the installation of the window guards necessary. By law the landlord may charge a tenant no more than twenty dollars (\$20.00) for each window guard installed in the tenant's apartment. <sup>(58)</sup>

## **CARBON MONOXIDE AND SMOKE DETECTORS**

Both one and two household dwellings as well as living space in hotels and multiple dwellings must be equipped with smoke detectors and carbon monoxide alarms. In the case of one and two family houses the requirement is enforced upon any change in occupancy or any time a permit is required for work being undertaken. <sup>(59)</sup> An owner of a one or two family house must obtain a Certificate of Smoke Detector and Carbon Monoxide Detector Alarm Compliance from the

local fire official responsible for the enforcement of the Uniform Fire Safety Act. The requirement is enforced by the New Jersey Department of Community Affairs under the Regulations for the Maintenance of Hotels and Multiple Dwellings with respect to multiple dwellings. <sup>(60)</sup>

No carbon monoxide alarm is required in any building that does not contain any fuel-burning appliances and does not have an attached garage. The enforcing agency may issue a certificate for a seasonal rental unit for a period of 12 months, regardless of the number or frequency of changes in tenancy. <sup>(61)</sup>

At the request of a tenant who is deaf or hearing impaired and residing in a multiple dwelling or rooming and boarding house, the landlord must provide and install a visual alarm type carbon monoxide detector and smoke detector for that unit or, in the case of a rooming or boarding house resident, for the resident's sleeping area. The tenant should make his or her request in writing to the landlord. <sup>(62)</sup>

## **LOCKS**

In order for a dwelling unit to be insurable, it must be equipped with locks that meet Federal standards as described below. State law requires that every landlord of a multiple dwelling equip the building with locks meeting Federal standards. These standards are the same as those required under the New Jersey Hotel and Multiple Dwelling Regulations.

The regulations call for each exterior doorway to be protected by a door which, if not a sliding door, is equipped with a dead bolt lock using either an interlocking vertical bolt and striker, or a minimum 1/2-inch throw dead bolt, or a minimum 1/2-inch throw self-locking latch. <sup>(63)</sup> For further information on locks, write to the Code Administrator for the county the building is located in, Bureau of Housing Inspection, Department of Community Affairs, Post Office Box 810, Trenton, NJ 08625-0810, (609) 633-6210. In buildings of fewer than three (3) units, the tenant should contact the municipal building inspector or health officer for enforcement of any existing local ordinances.

## **STATE HEAT AND UTILITY REQUIREMENTS**

The Hotel and Multiple Dwelling regulations establish heating standards for buildings with three (3) or more units. For buildings with fewer than three (3) units, tenants need to contact their local building or health offices for enforcement of local ordinances regarding heating. Every unit or dwelling space must have a heating system that will provide and maintain heat at a temperature of 68 degrees F. The landlord is responsible for maintaining a temperature of at least 68 degrees F. from October 1 to May 1, from 6:00 a.m. to 11:00 p.m. and 65 degrees F. at other hours, supplying the required fuel or energy, and maintaining the heating system in good condition so that it can provide the required amount of heat. However, a landlord and a tenant may agree that the tenant will supply heat to a dwelling unit when the unit is served by separate heating equipment and the source of that heat can be separately computed and billed.

The State Board of Public Utilities (BPU) enforces regulations that prohibit utility companies from shutting off utilities in tenant-occupied buildings whose owners have

failed to make payments until tenants have been given notice and an opportunity to agree to make future payments. <sup>(64)</sup> The offices of the BPU are located at 2 Gateway Center, Newark, NJ 07102, (973) 648-2350 or 1-800-624-0241, and at 44 S. Clinton Avenue, Post Office Box 350, Trenton, NJ 08625, (609) 777-3300.

The Board of Public Utilities also handles complaints regarding diversion of service. The utility company that provides service to the rental property will provide an application for requesting a diversion of service investigation. There is no cost to have the investigation performed. If the investigation reveals that a tenant is being billed for service used by another, the landlord will be contacted to have the problem corrected. For the Utility Residential Customer's Bill of Rights, please visit [www.state.nj.us/bpu/assistance/rights/](http://www.state.nj.us/bpu/assistance/rights/).

## **RENT RECEIVERSHIP FOR SUBSTANDARD HOUSING AND DIVERSION OF UTILITIES**

In the event that a dwelling unit fails to meet minimum standards of safety and sanitation, the Rent Receivership Law permits the public officer of a municipality or tenant(s) of a dwelling to petition the court for a judgment directing the deposit of rents into court and the appointment of an administrator who must use the money to correct the unsafe conditions. <sup>(65)</sup>

If a tenant's utility service has been wrongfully diverted by the owners or some other party without the consent of the tenant, and the charges are being billed to the tenant whose services have been diverted, and the owner has been notified by a public officer, the tenant or a utility company, and the owner has failed to take necessary action to correct the wrongful diversion within 30 days of receipt of the notice, the tenant may file a complaint in Superior Court for Rent Receivership (to deposit rent money with the court until the problem is corrected) or in Small Claims Court. The notice to the landlord about the wrongful diversion should be sent certified mail. <sup>(66)</sup>

## **LOCAL BOARD OF HEALTH**

A local board of health has the authority to order the removal of lead paint from the interior of a dwelling unit when it causes a danger to occupants. <sup>(67)</sup> When the heating equipment in a residential unit fails and the landlord does not take appropriate action after receiving proper notice from the tenant, the local board of health may act as agent for the landlord and order the repairs necessary to restore the equipment to operating condition. <sup>(68)</sup>

For emergency action in the event of failure to provide required heat, a tenant can contact the local health officer immediately after giving, or attempting to give, notice to the landlord.

## **"REPAIR AND DEDUCT" AND "RENT WITHHOLDING"**

"Repair and deduct" and "rent withholding" are remedies available to a tenant when there is a defect in a "vital facility" (or a hazardous condition threatening the safety of residents). Vital facilities are those things necessary to make the apartment habitable, such as a heating system, running hot and cold water, an operating toilet,

or a hazardous condition threatening the safety of residents. A maintenance problem that does not make something necessary for living less usable and does not threaten residents' safety does not provide a basis for rent withholding or repair and deduct. Legal assistance or the assistance of a tenants' or mobile home organization in the use of these remedies is advisable.

The New Jersey Supreme Court has allowed the self-help remedy of "repair and deduct."<sup>(69)</sup> A landlord promises at the beginning of a lease that the vital facilities needed to make the dwelling unit livable are in good condition and the property will be maintained. When there are defects in the vital facilities, a tenant must first notify the landlord of the situation and allow a reasonable amount of time for the landlord to make repairs or replacements. If a landlord fails to take action, a tenant may have the repairs made and deduct the cost from future rents. However, a landlord may take a tenant to court for nonpayment of rent. As a defense, the tenant would have to prove the presence of defects, the failure of the owner to act despite having received reasonable notice, and the need to make repairs. In case the matter goes to court, the tenant will very likely be required to deposit the full amount of the rent with the court. If there is a finding in favor of the landlord, in most cases, the unpaid rent must be paid by the end of the court day to avoid eviction.

Rent withholding was authorized when the New Jersey Supreme Court held that the obligation of a tenant to pay rent and the obligation, (whether written or not) on the part of a landlord to maintain the property in a livable condition are mutually dependent.<sup>(70)</sup>

If there are defects in the vital facilities and the landlord has not fixed them after receiving proper and timely notice from the tenant, the tenant may either seek a decrease in rent by court action or simply withhold rent. A landlord may bring an eviction action for nonpayment of rent. As a defense, the tenant must prove the necessity to make repairs and the failure of the landlord to act despite having received reasonable notice. To avoid possible eviction in the event the court finds in favor of the landlord, the tenant should save the amount of money withheld so that he will be able to pay it as ordered by the judge. It is a good idea to set up a separate bank account for this purpose.

As to air conditioning, the Superior Court, Appellate Division has held that air conditioning that is part of the original tenancy may be considered a "vital facility," and air conditioning failure affects the habitability of the premises.<sup>(71)</sup>

## **MULTIFAMILY HOUSING PRESERVATION AND RECEIVERSHIP**

Any interested party may bring court actions to have receivers appointed for multifamily buildings which are substandard and deteriorating. Interested parties should file a complaint in Superior Court in the county in which the building is located to have a receiver appointed to take charge and manage the building. Any receiver appointed will be under the direction and control of the court. In order for the building to be eligible for receivership it must meet one of the following criteria:

- a.) The building is in violation of any State or municipal code to such an extent as to endanger the health and safety of the tenants as of the date of the filing of the complaint with the court, and the violation(s) have persisted, unfixed

for at least 90 days; or

- b.) The building is the site of a clear and convincing pattern of recurrent code violations, which may be shown by proofs that the building has been cited for such violations at least four (4) separate times within the prior 12 months or six (6) separate times within the preceding two (2) years and the owner has failed to take action.<sup>(72)</sup>

## **PUBLIC HOUSING MAINTENANCE**

Public Housing Authority leases must contain the rights and responsibilities of both the Authority and the tenant in the event there is extensive damage to a property and conditions are created that are hazardous to life, health, or safety of the occupants. A lease must include a provision for standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. For more information regarding public housing you may contact the, U.S. Department of Housing and Urban Development, (HUD), New Jersey State Office, 1 Newark Center, Attn: Public Housing, Newark, N.J. 07102-5260, (973) 622-7900.

## **FEDERAL LEAD-BASED PAINT DISCLOSURE**

Under rules adopted jointly by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) in 1994, landlords of certain types of buildings must notify prospective tenants of lead-based paint hazards in the dwelling they wish to rent and provide them with information about the identification and control of such hazards. More specifically, if the dwelling to be rented was built before 1978, contains bedrooms and is to be rented for more than 100 days, the landlord must provide the tenant, before the lease is signed, an EPA pamphlet entitled "Protect Your Family from Lead in Your Home."

In addition, the landlord must ensure that the lease agreement includes a federal disclosure form. On the form, the landlord must state whether he or she is aware of the presence of any lead-based paint or lead based hazards in the property. If the landlord has a lead evaluation report of the property, the report must be attached to the form.

Should the disclosure form state that the landlord knows of no lead-based paint or lead-based paint hazard, **THE DWELLING MAY NOT BE LEAD-SAFE**. The Federal regulations only require landlords to disclose known lead hazards. They do not require landlords to conduct any investigations to determine whether there are lead-based paint hazards in their rental properties. Therefore, the fact that the landlord is unaware of a lead hazard does not mean that one does not exist. Lead-based paint hazards may still be present and, if they are, young children residing in those buildings are at risk of childhood lead poisoning.

Housing for the elderly or persons with disabilities are exempt from this disclosure requirement unless a child under the age of six (6) resides with such persons. For specific questions about childhood lead poisoning or single copies of the pamphlet titled "Protect Your Family from Lead in Your Home," forms and rules, call the National Lead Information Center (NLIC) at (800) 424-5323 (LEAD).



Requests can be faxed to (585) 232-3111, and information can also be found on the HUD Office of Healthy Homes and Lead Hazard Control website, which is: <http://www.hud.gov/offices/lead/>.

For bulk copies of the “Protect Your Family from Lead in Your Home” (Stock number 055-000-00507) pamphlet, call (202) 512-1800. Camera-ready copies of the pamphlet are also available.

## **LEAD-BASED PAINT**

Multiple Dwellings and one-and two-family tenant occupied residential buildings, including all common areas, constructed before 1978, are required to undergo a combined inspection and risk assessment, and lead hazard control work or periodically treat the property for lead-based paint hazards. However, this rule does not apply to the following: a dwelling unit that has been certified as having a lead-free interior; an owner-occupied dwelling unit; a seasonal dwelling unit which is rented for less than six (6) months’ duration each year; or housing for the elderly or a residential property designed exclusively for persons with disabilities, unless a child less than six (6) years of age is expected to reside in the dwelling unit. The owner must post a notice advising tenants to report deteriorated paint and shall respond to any reported problem within 30 days. The notice shall include the landlord’s name, address, and telephone number. However, the owner shall respond to any report of deteriorated paint within three (3) days if there is a pregnant woman or child under the age of six (6) in the unit or if the problem is in a common area. <sup>(73)</sup> The Bureau of Housing Inspection is responsible for the inspection of multiple dwellings.

Tenant notification and owner response requirements are as follows: Owners shall distribute the pamphlet for Lead Safe Maintenance prior to commencement of repair work that will disturb more than two (2) square feet of lead-based paint, unless the tenant has received the pamphlet within the last 12 months. <sup>(74)</sup> The pamphlet may be obtained by contacting the Bureau of Housing Inspection, P.O. Box 810, Trenton, N.J. 08625, (609) 633-6219 or at [www.nj.gov/dca/divisions/codes/](http://www.nj.gov/dca/divisions/codes/).

Occupants will not be permitted to enter the worksite during hazard reduction activities, and will be temporarily relocated to a safe and similarly accessible dwelling unit, unless the treatment will not cause a hazard. The occupant’s belongings must also be moved from the contaminated area or protected by an impermeable covering. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated. <sup>(75)</sup>

If a child tests positive for lead poisoning and is removed from his or her home under an order by a State agency or local agency due to housing code or health code violations, the residents may be eligible for relocation assistance, through the Emergency Lead Poisoning Relocation Fund. You may call (609) 292-2528 for more information. <sup>(76)</sup>

Property owners who have lead-based paint hazards in their residential rental units may be eligible for financial assistance through the Lead Hazard Control Assistance

Fund. For more information on this fund or for a list of lead safe housing in New Jersey, you may call (1-877-DCA-LEAD). <sup>(77)</sup>

## **POSTING OF DRINKING WATER TEST RESULTS**

### **1. PUBLIC WATER SYSTEMS:**

Public water systems are defined as those having at least 15 service connections or regularly serve an average of at least 25 individuals daily at least 60 days or more out of the year. <sup>(78)</sup>

The owner of a multiple dwelling who is required to prepare a Consumer Confidence Report pursuant to the “Safe Drinking Water Act Amendments of 1996,” (42 U.S.C.S. 300F et al.), or who receives a Consumer Confidence Report from the owner or operator of a public community water system, shall post each Consumer Confidence Report it prepares or receives in each common area routinely used by tenants living in a multiple dwelling unit or, if there is no common area routinely used by tenants, the owner of the multiple dwelling must transmit a copy of the Consumer Confidence Report to each dwelling unit.

The owner of a multiple dwelling unit who is a supplier of water but is not required to prepare a Consumer Confidence Report pursuant to the “Safe Drinking Water Act Amendments of 1996,” and who is required to conduct tests of its drinking water by the Department of Environmental Protection, must post a chart setting forth the results of the water tests, including the level of detection and, as appropriate for each contaminant, the maximum contaminant level, highest level allowed, action level, treatment technique, or other expression of an acceptable level, for each contaminant, in each common area routinely used by the tenants living in a multiple dwelling unit, or if there is no common area routinely used by the tenant, the owner of the multiple dwelling unit must transmit a copy of the chart to each dwelling unit. The chart also must include in bold print the statement required to be included in a Consumer Confidence Report, pursuant to 40 CFR s. 141.154(a). <sup>(79)</sup>

### **2. PRIVATE WATER SYSTEMS:**

Private water systems are defined as any water system that does not meet the definition of a public water system.

The Private Well Testing Act, requires private potable wells to be tested in accordance with the law and both buyer and seller must certify in writing that they have reviewed the water test results. In addition, all lessors (landlords) of property supplied by a private potable well must sample in accordance with the law and provide a copy of the test results to all tenants of the property. Testing is required at least once every five (5) years. The landlord is required to provide a copy of new test results to each rental unit within 30 days of receiving those results. Any new tenant of a rental unit is to be provided a written copy of the most recent test results by the landlord. <sup>(80)</sup> The New Jersey Department of Environmental Protection will notify local health authorities of failed well tests. For further information or questions about the Private Well Testing Act, contact the New Jersey Department of Environmental Protection (NJDEP), 401 East State Street, Post Office Box 426, Trenton, New Jersey 08625-0426, (609) 292-5550.

## **FLOOD PLAIN NOTIFICATION REQUIREMENT**

If the rental property has been determined to be located in a flood zone or area, the landlord must notify each new tenant prior to occupancy that the rental property is located in a flood zone or area. This notice is not required to be given in one- and two-unit residential or commercial buildings, or in an owner-occupied three-family dwelling, or in hotels, motels, or other guest housing serving transient or seasonal guests. <sup>(81)</sup>

## **CRIME INSURANCE INFORMATION**

Crime insurance is available through the New Jersey Insurance Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Insurance Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102, (973)-622-3838 directly for an application. This insurance is applicable to theft and/or burglaries. A tenant may also purchase renter's insurance from a private insurance company to cover damages to his or her personal property. Please visit [www.njiua.org](http://www.njiua.org) for additional information.

## **EVICITION**

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A landlord may recover possession of a dwelling unit used as a residence only by consent of the tenants or through the legal process of eviction. When a landlord obtains a judgment of possession from a court, the landlord is entitled to a warrant for removal. This warrant will direct an officer of the court to remove all persons from the dwelling unit and give the landlord full possession. The warrant may also direct the officer of the court to remove the tenants' belongings. It is the landlord's responsibility to obtain the warrant for removal and have it enforced.

### **“SELF-HELP” EVICTIONS**

“Self-help” evictions - that is entry into a dwelling unit and removal of tenants without their consent or without a judgment from a court, are not permitted in New Jersey under any circumstances. A landlord or any other person who enters an apartment or property without a court order authorizing such entry and/or holds a tenant's belongings unlawfully by force or threat of monies owed may be liable for damages to the tenant. <sup>(82)</sup>

A landlord or his agent may not padlock, disconnect utilities or otherwise block entry to a rental premises while the tenant still lives there. Also, the removal of a tenant's belongings from a premises by a landlord after the eviction may be done only in accordance with the Abandoned Property Law. <sup>(83)</sup> Only an officer of the court can legally physically evict a tenant, after a judge has issued a Warrant for Removal. If the landlord attempts a self-help eviction, the tenant should call the police. After the landlord has been warned by the police or other public official about the illegality of the self-help eviction, if the landlord continues to proceed to illegally evict the tenant or refuses to immediately give possession back to the tenant, the landlord may be charged as a disorderly person. <sup>(84)</sup>

A person who is illegally evicted may file a complaint with the Clerk of the Landlord-Tenant Section, Special Civil Part of the Law Division, or the Chancery Division, of the Superior Court, in the county in which the act was committed. In a successful action by a tenant evicted through forcible entry and detainer, the court may award possession of the dwelling unit and all damages, including court costs and reasonable attorney fees. If the dwelling unit cannot be returned to the tenant, the court may award damages. <sup>(85)</sup>

## **CAUSES FOR EVICTION**

The New Jersey Eviction Act applies to all residential rental properties, including mobile homes, and land in a mobile home park, except owner-occupied two- or three-family dwellings, hotels, motels, and other dwellings housing transient or seasonal tenants. Permanently occupied units held in trust on behalf of a developmentally disabled immediate family member are also exempt. <sup>(86)</sup>

There are a number of causes for eviction. Each cause, except for nonpayment of rent, must be described in detail by the landlord in a written notice to the tenant. <sup>(87)</sup> No residential landlord may evict or fail to renew a lease, whether written or oral, unless the landlord can prove in court one (1) of the causes listed below. <sup>(88)</sup> Depending on the cause, a certain amount of time must pass after delivery of written notice before a landlord may begin eviction action by filing a complaint in the Landlord-Tenant Section, Special Civil Part of the Superior Court Law Division in the county where the building is located. When a complaint is filed, a tenant will receive a summons to appear in court on a certain date. **FAILURE TO APPEAR MAY RESULT IN LOSING THE CASE BY DEFAULT.**

In some cases as indicated in the Eviction Law, a landlord is required to give a tenant a preliminary written notice (“Notice to Cease”) to stop certain acts. The “Notice to Cease” must be specific in detail, and demand that the tenant stop or face eviction. Only when a tenant continues such acts after the first notice does a landlord have a cause for eviction. In some cases, as indicated, the landlord must send a second written notice. The second written notice is usually titled “Notice to Quit”. A “Notice to Cease” must come first in order to warn the tenant that such action as habitual late payments or the causes in B, D, or E below, are no longer acceptable, and, if continued, will serve as a cause for eviction.

A. A TENANT FAILS TO PAY RENT, due and owing under the lease whether the lease is oral or written; provided that, for the purpose of this section, any portion of rent unpaid by a tenant to a landlord but utilized by the tenant to continue utility service to the rental premises after receiving notice from an electric, gas, water or sewer public utility that such service was in danger of discontinuance based on nonpayment by the landlord, and under the lease agreement the landlord is responsible for paying the utility, shall not be deemed to be unpaid rent. No written notice is required, an eviction action may be filed immediately.

B. A TENANT CONTINUES DISORDERLY CONDUCT that denies peace and quiet to other tenants or to other people in the neighborhood after a written

notice to cease. Requires a written Notice to Cease, an eviction action may be filed three (3) days after a written Notice to Quit.

- C. A TENANT CAUSES DESTRUCTION, DAMAGE, OR INJURY to the premises willfully or through gross negligence. No Notice to Cease is required. An eviction action may be filed three (3) days after a written Notice to Quit.

*Note: A landlord may sue a destructive tenant in a civil action in Superior Court for costs resulting from damage. If a tenant purposely damages or destroys a landlord's rental property in retaliation for filing an eviction suit, the tenant may be charged with criminal mischief and ordered to pay for damages.* <sup>(89)</sup>

- D. A TENANT CONTINUES TO VIOLATE ANY REASONABLE RULES AND REGULATIONS after written notice to cease. The rules and regulations must have been accepted in writing by the tenant or made part of the lease at the beginning of the lease term. Requires a written Notice to Cease, an eviction action may be filed one (1) month after a written Notice to Quit.

*Note: Month to month leases begin on the day rent is due and end one (1) month later. Any rules or regulations for this type of tenancy would be given on or before the start of the new month and continue after that.*

- E. (1) A TENANT CONTINUES A SUBSTANTIAL BREACH OF ANY REASONABLE COVENANT OR AGREEMENT in a lease after a written notice to stop. The covenant or agreement must have been contained in the lease at the beginning of the lease term. Requires a written Notice to Cease, an eviction action may be filed one (1) month after a written Notice to Quit.

- E. (2) A TENANT OF PUBLIC HOUSING CONTINUES TO SUBSTANTIALLY VIOLATE OR BREACH ANY OF THE COVENANTS OR AGREEMENTS contained in the lease pertaining to illegal uses of controlled dangerous substances, or other illegal activities. The covenant or agreement must have been contained in the lease at the beginning of the lease term. No Notice to Cease is required, an eviction action may be filed one (1) month after a written Notice to Quit.

- F. A TENANT FAILS TO PAY RENT AFTER A VALID NOTICE TO QUIT AND NOTICE OF RENT INCREASE. The increase must not be unconscionable and must comply with any municipal ordinances governing rent increases. No written notice is required, an eviction action may be filed immediately.

*Note: The Notice to Quit the premises that accompanies a rent increase notice does not mean that the tenant must actually leave the unit. For information on challenging an unconscionable rent increase, see our section entitled, "Rent Increase and Rent Control."*

*Note: Tenants evicted under the following "G" provisions may be eligible for financial and other assistance for relocation, provided the tenant did not cause the violations or illegal occupancy. If they are eligible, this assistance*

*must be provided before they can be evicted. Copies of the Eviction/Relocation Regulations can be obtained by visiting our website at: [www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html). Information on relocation assistance can be obtained from the Relocation Assistance Program <sup>(90)</sup> of the Division of Codes and Standards, Post Office Box 802, Trenton, NJ 08625-0802, (609) 984-7609.*

- G. (1) A LANDLORD OR OWNER WHO HAS BEEN CITED FOR VIOLATIONS OF LOCAL OR STATE CODES WANTS TO PERMANENTLY BOARD UP OR DEMOLISH the premises and can prove it is economically unfeasible for the owner to eliminate the violations. An eviction action may be filed three (3) months after a written Notice to Quit. No warrant for possession will be issued until the requirements of the Relocation Law have been met.

- G. (2) A LANDLORD OR OWNER HAS BEEN CITED FOR VIOLATIONS OF LOCAL OR STATE CODES AND IT IS NOT FEASIBLE TO REMEDY THE CONDITIONS WITHOUT REMOVING THE TENANTS. An eviction action may be filed three (3) months after a written Notice to Quit. No warrant for possession will be issued until the requirements of the Relocation Laws have been met. In addition, the landlord must give notice to the Department of Community Affairs, Landlord-Tenant Information Service, Post Office Box 805, Trenton, NJ 08625-0805, so that the Department may prepare a report advising the court and the parties as to the feasibility of remedying the conditions without removing the tenants.

Tenants evicted under this G(2) may be eligible for financial and other assistance for relocation. If eligible, this assistance must be provided before the tenant can be evicted. Information on relocation assistance should be obtained from your local municipality's relocation office, if your municipality does not have a relocation office, you may contact the Relocation Assistance Program of the Division of Codes and Standards, P.O. Box 802, Trenton, New Jersey 08625-0806, (609) 984-7609.

- G. (3) A LANDLORD OR OWNER WHO HAS BEEN CITED FOR VIOLATION OF LOCAL OR STATE CODES SEEKS TO CORRECT AN ILLEGAL OCCUPANCY. An eviction action may be filed three (3) months after a written Notice to Quit. No warrant for possession will be issued until the requirements of the Relocation Law have been met.

Any tenant evicted under G(3) is entitled to relocation assistance in an amount equal to six (6) times the tenant's monthly rent. The landlord is responsible for paying the tenant's relocation expenses. Any tenant who does not receive the required payment from the landlord at least five (5) days prior to his or her removal from the premises, may receive payment from a revolving relocation assistance fund established by the municipality. The landlord will be required to repay the money to the municipality. (Pursuant to N.J.S.A. 2A:18-61.1g.)

However, if the municipality has not established a relocation assistance fund, and the landlord does not pay the relocation funds within the required time, interest will accrue on the unpaid balance at the rate of 18% per year until the amount due, including interest, is paid in full to the tenant. The amount due to the tenant is a lien on the property. The tenant may file a lien statement with the county clerk or registrar in order to enforce the lien. (Pursuant to N.J.S.A. 2A:18-61.1h.)

- G. (4) A LANDLORD OR OWNER IS A GOVERNMENTAL AGENCY THAT WANTS TO REMOVE THE PROPERTY FROM THE RENTAL MARKET TO CARRY OUT A REDEVELOPMENT OR LAND CLEARANCE PLAN. An eviction action may be filed three (3) months after a written Notice To Quit. No warrant for possession will be issued until the requirements of the Relocation Law have been met.
- H. AN OWNER IS PERMANENTLY REMOVING A BUILDING OR A MOBILE HOME PARK FROM RESIDENTIAL USE. An eviction action may be filed 18 months after a written Notice to Quit. When a written lease is in effect, no legal action may be taken until the lease expires.
- I. A LANDLORD OR OWNER AT THE TERMINATION OF A LEASE PROPOSES REASONABLE CHANGES OF SUBSTANCE IN THE TERMS OR CONDITIONS OF THE LEASE (WHICH COULD INCLUDE A CHANGE IN TERM) AND THE TENANT REFUSES TO ACCEPT THE CHANGES AFTER RECEIVING A WRITTEN NOTICE DESCRIBING THE CHANGES. No Notice to Cease is required. However, a notice describing the changes is required (A tenant must be notified of changes to the lease at least one month in advance.) An eviction action may be filed one (1) month after a written Notice to Quit.
- J. A TENANT HABITUALLY AND WITHOUT LEGAL JUSTIFICATION PAYS RENT LATE after receiving a written notice to cease paying rent late. If the tenant pays rent late two (2) or more months after the written notice to cease, the landlord may give the tenant a one (1) month Notice to Quit. An eviction action may be filed one (1) month after the written Notice to Quit.  
*Note: The Courts have ruled that habitual late payments means more than one (1) late payment following the Notice to Cease. Also the N.J. Appellate Court and Supreme Court ruled that a landlord after giving a tenant a notice to cease late payments, must continue to give the tenant reasonable and sufficient notice when accepting further late payments, that continued late payments from the tenant would result in an eviction action. If the landlord does not give this continued notice, the original Notice to Cease given to the tenant may be considered waived by the Court.*<sup>(91)</sup>
- K. A LANDLORD OR OWNER OF A BUILDING IS CONVERTING FROM THE RENTAL MARKET TO A CONDOMINIUM OR COOPERATIVE OR

FEE SIMPLE OWNERSHIP. An eviction action may be filed three (3) years after written Notice to Quit, except that tenants who qualify for protection under the Senior Citizens and Disabled Protected Tenancy Act (see below) cannot be evicted, due to the conversion, for 40 years. When a lease is in effect, no legal action may be taken until the lease expires. The landlord must comply with the regulations governing conversion to condominiums and cooperatives. At any time within 18 months of receiving notice demanding possession of the unit, a tenant may request, in writing, that the landlord provide an opportunity to rent comparable housing. "Comparable housing" is housing that is decent, safe and sanitary and does not violate any housing codes; that is open to all people regardless of race, religious principles, color, national origin, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, sex; or source of lawful income used for rental payments; that is similar to the unit from which the tenant is being evicted with regard to size, number of rooms, rent range, major kitchen and bathroom facilities and any special facilities needed for a handicapped or infirm person; is located in an area that is as desirable with regard to closeness to the tenant's job or business, closeness to shopping and community facilities and the quality of the general surroundings; and that meets such additional reasonable requirements as the tenant has included in his or her written request for comparable housing. Up to five (5) one-year stays of eviction may be granted by the court until the court is satisfied that the tenant has been offered a reasonable opportunity to examine and rent comparable housing, except that not more than one (1) one-year stay shall be granted if the landlord allows the tenant five (5) months' free rent as compensation for hardship in relocation. Further information concerning condominium and cooperative conversion and application for senior citizen and disabled protected tenancy may be obtained by visiting our website at: [www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html).

- L. (1) AN OWNER OF A BUILDING OR MOBILE HOME PARK THAT IS CONSTRUCTED AS OR IS BEING CONVERTED TO, A CONDOMINIUM, COOPERATIVE OR FEE SIMPLE OWNERSHIP of units has contracted to sell the unit to a buyer who wants to occupy it. (The tenant must have moved in after the recording of the condominium master deed, cooperative agreement or subdivision map.) An eviction action may be filed two (2) months after a written Notice to Quit. When a lease is in effect, no eviction action may be taken until the lease expires. In addition, the Statement concerning conversion as required by law must have been provided to the tenant.<sup>(92)</sup>
- L. (2) AN OWNER OF THREE (3) OR FEWER CONDOMINIUM OR COOPERATIVE UNITS WANTS TO PERSONALLY OCCUPY THE UNIT OR HAS SOLD IT TO A BUYER WHO WISHES TO PERSONALLY OCCUPY IT. The tenant must have moved in after the recording of the master deed or cooperative agreement and must have rented the unit from an owner of three (3) or fewer units. An eviction action may be filed two (2) months after

a written Notice to Quit. When a lease is in effect, no eviction action may be taken until it expires.

- L. (3) AN OWNER OF A BUILDING WITH THREE (3) OR FEWER UNITS WISHES TO PERSONALLY OCCUPY A UNIT OR HAS CONTRACTED TO SELL THE BUILDING TO A PERSON WHO WISHES TO PERSONALLY OCCUPY IT and the contract calls for the unit to be vacant at closing. An eviction action may be filed two (2) months after a written Notice to Quit. When a lease is in effect, no eviction action may be taken until it expires.
- M. A LANDLORD OR OWNER CONDITIONED A TENANCY UPON THE TENANT'S EMPLOYMENT by the landlord as a superintendent, janitor or in some other capacity and the employment is being terminated. An eviction action may be filed three (3) days after a written Notice to Quit.
- N. THE PERSON HAS BEEN CONVICTED OF OR PLEADED GUILTY TO AN OFFENSE UNDER THE "COMPREHENSIVE DRUG REFORM ACT OF 1987" INVOLVING THE USE, POSSESSION, MANUFACTURE, distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within or upon the leased premises, the building, the complex of buildings or the land appurtenant thereto. This cause for eviction is also applicable to a juvenile adjudicated delinquent on the basis of an act that if committed by an adult would constitute an offense under the act unless the offense is use or possession. This cause of eviction does not apply to a person who has either successfully completed or been admitted to and continued upon probation while completing a drug rehabilitation program, but it does apply to a person who allows someone who has been convicted or pleaded guilty to such offense to occupy the leased premises. An eviction action may be brought three (3) days after a written Notice to Quit. Except that this subsection shall not apply to a person harboring or permitting a juvenile to occupy the premises if the juvenile has been adjudicated delinquent upon the basis of an act which if committed by an adult would constitute the offense of use or possession under the said, "Comprehensive Drug Reform Act of 1987." No action for removal may be filed where more than two (2) years has passed since the person's release from incarceration, the date of the adjudication, or the date of the conviction, whichever is later.
- O. THE PERSON HAS BEEN CONVICTED OF OR PLEADED GUILTY TO AN OFFENSE UNDER THE LAW INVOLVING ASSAULT, OR TERRORIST THREATS against the landlord, a member of the landlord's family or an employee of the landlord. A tenant may also be evicted if he or she knowingly harbors or permits a person who has been convicted of or pleaded guilty to these offenses to occupy the premises. This cause for eviction is also applicable to juveniles. An eviction action may be filed three (3) days after a written Notice to Quit. No action for removal may be filed where more than two (2) years has passed since the person's release from incarceration, the date of the adjudication, or the date of the conviction, whichever is later.

- P. THE PERSON HAS BEEN FOUND LIABLE IN A CIVIL ACTION FOR REMOVAL COMMENCED UNDER THE EVICTION LAW FOR AN OFFENSE UNDER (N), (O) or, (Q), being the tenant or lessee of such leased premises permits or permitted a person who has committed such an offense to occupy the premises. Except that this subsection shall not apply to a person harboring or permitting a juvenile to occupy the premises if the juvenile has been adjudicated delinquent upon the basis of an act which if committed by an adult would constitute the offense of use or possession under the said, "Comprehensive Drug Reform Act of 1987." An eviction action may be filed three (3) days after a written Notice to Quit.
- Q. THE PERSON HAS BEEN CONVICTED OF OR PLEADED GUILTY TO AN OFFENSE INVOLVING THEFT OF PROPERTY FROM THE LANDLORD, THE LEASED PREMISES OR OTHER TENANTS RESIDING IN THE SAME BUILDING OR COMPLEX; or, being the tenant or lessee of such premises, permits a person who has been so convicted or has so pleaded to occupy those premises. This cause for eviction is also applicable to a juvenile adjudicated delinquent on the basis of an act which if committed by an adult would constitute an offense for theft of property from the landlord, the leased premises or other tenants residing in the same building or complex. An eviction action may be filed three (3) days after a written Notice to Quit.

### **EVICTIONS FOR OWNER-OCCUPIED TWO-AND THREE-FAMILY DWELLINGS**

Tenants of landlord-occupied two- and three-family dwellings can be removed only when a court issues an order for eviction. However, in these cases, the landlord must only show that the tenant (a) is staying after the expiration of the term of the lease, (b) is staying after a failure to pay rent, (c) is disorderly so as to destroy the peace and quiet of other tenants, (d) willfully destroys or damages the premises, (e) constantly violates the written rules and regulations or (f) violates any lease provision where the lease reserves a right of re-entry for such violations. A three (3) month notice to quit must be given if an at will tenancy or year-to-year tenancy exists. A one (1) month notice to quit is required for a month-to-month tenancy and other types of tenancies are entitled to a one (1) term notice to quit.<sup>(93)</sup> No further notice is required before bringing action in court to evict in the case of a tenant staying after a failure to pay rent. A three (3) day written Notice to Quit is required for any of the causes described as disorderly, destructive or violative of written rules or lease provisions.<sup>(94)</sup>

### **ROOMING AND BOARDING HOUSE EVICTIONS**

The Regulations Governing Rooming and Boarding Houses, which are enforced by the Bureau of Rooming and Boarding House Standards of the Department of Community Affairs, require owners of rooming and boarding houses to follow the good causes and notice requirements of the Eviction Law<sup>(95)</sup> when evicting residents, except if otherwise ordered by the Bureau. There is a further requirement

that the owner give at least three (3) working days' notice to the County Welfare Board before starting the eviction action for any resident. <sup>(96)</sup>

Any building having at least two (2) living units occupied by persons unrelated to each other without private kitchens and bathrooms is a rooming or boarding house if it does not meet one (1) of the exceptions in the Rooming and Boarding House Act. <sup>(97)</sup> These exceptions include hotels with more than 85 percent temporary occupancy by people with homes elsewhere, school and college dormitories, buildings housing only college students and certain residences for the disabled. For additional information concerning rooming and boarding houses, contact the Bureau of Rooming and Boarding House Standards, Post Office Box 804, Trenton, NJ 08625-0804, (609) 633-6251.

### **PUBLIC HOUSING EVICTIONS**

Public housing authorities must follow State laws regarding evictions as well as the regulations of the U.S. Department of Housing and Urban Development (HUD). In the case of an eviction, a public housing tenant may request a hearing from the housing authority after receiving a notice of termination of tenancy. A housing authority may not begin an eviction action in court until the decision of the hearing officer or the hearing panel has been mailed or delivered to the tenant and a notice to vacate has been served.

### **PENALTIES FOR EVICTION LAW VIOLATIONS**

When a tenant vacates a dwelling unit after having been given notice that the landlord wishes to personally occupy the unit the landlord must occupy the unit for at least six (6) months. If instead the landlord permits personal occupancy of the unit by another tenant or registration of conversion of the property to a condominium or cooperative, the landlord is liable to the former tenant for three (3) times the damages suffered plus attorney fees and costs.

When a tenant vacates a dwelling unit after having been given notice that the landlord seeks to permanently board up or demolish the building or to permanently retire it from residential use, the landlord must not use this property for residential use for a period of five (5) years. If the landlord allows any residential use of the unit during the five (5) year period from the date the unit became vacant, the landlord, or the former landlord, may be liable to the tenant for three (3) times the damages plus attorney fees and costs. Additionally, the landlord or former landlord may be liable for a civil penalty up to \$10,000.00 for each violation of this law and the property may not be registered as a planned real estate development during the five-year period following the date on which any dwelling unit in the property became vacant as a result of an eviction notice stating that the property was being permanently removed from residential use. <sup>(98)</sup>

### **REPRISAL-CIVIL RIGHTS OF TENANTS**

A landlord cannot take reprisal against a tenant by eviction, substantial alteration of a lease or its terms, or refusal to renew a lease when a tenant exercises certain civil rights. <sup>(99)</sup> The law against reprisal applies to all rental properties used for

dwelling purposes, including mobile homes, except owner-occupied two- or three-family dwellings.

These civil rights are:

1. A tenant attempts to enforce any rights under the lease or State or local laws.
2. A tenant has made a good faith complaint to a governmental authority about a landlord's violation of any health or safety law, regulation, code, or ordinance. A tenant must have first notified the landlord in writing and given the landlord a reasonable time to correct the violation before making the complaint.
3. A tenant has been an organizer, or member, of any lawful organization, including a tenant organization.
4. A tenant refuses to comply with changes in the lease or agreement, if the change(s), have been made by the owner because the tenant took any of the above actions. If a landlord does take reprisal action, the tenant may sue the landlord for damages in a civil action.

### **PROCEDURES FOR RECOVERY OF PREMISES**

A landlord may recover possession of a dwelling unit through a summary dispossession action in the Landlord-Tenant Section, Special Civil Part of the Superior Court Law Division in the county where the building is located. Monetary damages must be recovered in a separate civil action in Superior Court. Actions for rent in the Special Civil Part cannot exceed \$15,000.00.

When a landlord obtains a judgment for possession from the Special Civil Part, the warrant of removal cannot be issued until three (3) days after the judgment and only between the hours of 8:00 a.m. and 6:00 p.m. The warrant of removal cannot be executed until a minimum of three (3) days and two (2) days for seasonal tenants in buildings with five (5) or fewer units, have elapsed since it was issued. <sup>(100)</sup> The Fair Eviction Notice Act requires any warrant for removal to include a notice that the tenant has a right to request more time (called a "stay of execution"). <sup>(101)</sup> The court will continue the case for up to 10 days after the execution of the warrant for the purpose of hearing applications by the tenant for lawful relief.

### **EVICTIONS DUE TO FORECLOSURE**

Recent changes to federal law have strengthened a tenant's rights in foreclosure proceedings. However, the federal law does not preempt any State or local law that provides longer time periods or other additional protections for tenants. Before a tenant can be evicted due to foreclosure, the landlord must provide the tenant with a 90 day notice to quit when the foreclosed property has been purchased by a buyer who wants to personally occupy it as his or her primary residence. However, if a tenant has a lease agreement that goes beyond the 90 days the landlord may not take action to evict the tenant until after the lease expires and the 90 day notice to quit has been given. The 90 day notice may be given 90 days before the lease expires. Month-to-month tenants and two and three-family owner-occupied units are not exempt from the 90 day notice requirements. <sup>(102)</sup>

Any person acquiring a foreclosed property containing one or more residential rental units must provide notices to the tenants in English and Spanish, within 10 business days after the sale, letting tenants know that ownership has changed hands and that the tenants are not required to move because of the foreclosure. In buildings with 10 or fewer dwelling units, the new owner must make a good faith effort to obtain the names of all the tenants occupying the property. Notices must be addressed to tenants by name, unless the new owner is unable to identify the tenant by name, then the owner shall address the notice to “Tenant.” The notice must also be placed on the front door of each tenant’s unit and sent to each tenant via certified and regular mail. <sup>(103)</sup>

In a residential property containing more than 10 dwelling units, the new owner must provide notice to tenants occupying the property by conspicuously displaying a copy of the “NOTICE TO TENANTS” in a prominent location, such as a common area of the building or other structure on the property. If there is no common area, the notice must be posted in a conspicuous location in each building, such as the walls of the front vestibule or any foyer or hallway near the main entrance of the building.

### **NOTICE REQUIREMENTS TO TENANTS PRIOR TO THE TRANSFER OF TITLE DUE TO A FORECLOSURE ACTION**

Any written or verbal communication, including a summons and complaint, an initial written or verbal communication by a foreclosing creditor, or any communication written or verbal that requests a tenant to vacate the property before the foreclosure or sale of the property, requires the foreclosing creditor to give notice to the tenants as outlined in the New Jersey Court Rules, entitled “Notice to Residential Tenants of Rights During Foreclosure.”

### **NOTICE REQUIREMENTS TO TENANTS AFTER THE TRANSFER OF TITLE DUE TO A FORECLOSURE ACTION**

When making a bona fide monetary offer to induce tenants to move, the new owner must provide a separate and different notice from the notice required to be given by a foreclosing creditor. The new owner must provide a copy of the “NOTICE TO TENANTS” and give it with the initial and final written or verbal offer to the tenant.

The foreclosing agency, including a bank, creditor, or a new landlord may make a written bona fide (good faith) monetary offer requesting that the tenant vacate the property, without “good cause.” An acceptance of the offer by the tenant must be in writing and include an acknowledgement of the date of the receipt of the offer, and an understanding that the tenant had a five-day review period to accept or reject the offer presented.

However, it is important to note that the acceptance of a bona fide monetary offer is voluntary. The tenant shall not be pressured by anyone, including the person making the offer to accept any offer to vacate the property. Pressure tactics include but are not limited to:

- 1) Mischaracterizing or misrepresenting the rights of the tenant under the law;

- 2) Implying the tenant is obligated to accept the offer;
- 3) Implying that there will be consequences against the tenant for failing to accept the offer;
- 4) Harassment, including but not limited to discontinuance of utilities, failure to maintain common areas or facilities, or any other failure to maintain the premises in a habitable condition; and
- 5) An increase in rent in excess of any rent control or rent leveling ordinance, or if the property is not subject to rent control, an unreasonable or unconscionable rent increase. <sup>(104)</sup>

## **SENIOR CITIZENS AND DISABLED TENANTS IN CONDOMINIUM OR COOPERATIVE CONVERSION**

### **SENIOR CITIZENS AND DISABLED PROTECTED TENANCY**

The Senior Citizens and Disabled Protected Tenancy Act <sup>(105)</sup> protects senior citizens who meet certain eligibility requirements. To qualify, tenants must be: (1) at least 62 years of age before the date of the conversion recording of the condominium or cooperative; or (2) permanently disabled; or (3) honorably discharged from any military service under certain circumstances from any branch of the U.S. Armed Forces and disabled at 60% or higher resulting from said service and, (4) lives in a building being converted to a condominium, cooperative; or fee simple ownership of units at least one (1) year prior to the conversion recording date. Tenants may be protected from eviction for 40 years if their family income is not more than three (3) times the average per person income in their county or \$50,000.00, whichever is greater. The date the conversion is recorded is the date on which a master deed or deed to a cooperative corporation, or a subdivision deed or map legally establishing separate lots, is filed. The landlord or converter is required to notify all tenants of their right to file for protected tenancy if they may be eligible. Generally, applications for protected tenancy must be filed with the designated municipal official or the administrative agent within 60 days, although later filings may be accepted if there is good reason for the late filing and the conversion has not yet taken place. Tenants in Hudson County may be eligible for additional protected tenancy established under the Tenant Protection Act of 1992. For copies of the law, regulations or forms, landlords or converters, tenants and local officials may visit our website at: [www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html). For help in filling out the forms, a tenant should contact the appropriate municipal administrative agent who sent the forms to him or her.

### **TENANT PROTECTION ACT OF 1992**

The Tenant Protection Law of 1992 <sup>(106)</sup> amendment extends protections to qualified tenants in qualified counties in buildings converted or being converted who were not eligible for Protected Tenancy as either Senior Citizens or Disabled Persons under the “Senior Citizens and Disabled Protected Tenancy Act of 1981.”

At the present time, the only qualified county is Hudson County. Tenants in Hudson County with questions or in need of assistance in filling out the required forms should contact the Administrative Agent of their municipality.

## DISCLOSURE STATEMENT TO SENIOR CITIZEN HOUSING RESIDENTS

Every landlord of a senior citizen housing project and every landlord of a unit within a senior citizen housing project that is a planned unit development, shall, upon signing or renewal of a lease, give a copy of the Truth-In-Renting Statement and the Landlord Identity Statement, as well as a Statement that sets forth the telephone numbers of the State and local offices for the municipality designated to receive reports of housing emergencies and complaints. If the project is organized or operated as a planned real estate development, the governing board or body must provide copies of the Public Offering Statement registered with the New Jersey Department of Community Affairs, along with a copy of the current bylaws. The tenant must sign a receipt for these Statements and documents. The Statements and documents must be posted in one (1) or more locations accessible to the tenants. <sup>(107)</sup>

## ENDNOTES FOR TRUTH-IN-RENTING

1. N.J.S.A. 9:17B-1 (1973)
2. N.J.S.A. 56:12-2 (1980)
3. N.J.S.A. 46:8-43 thru 10
4. 155 NJ 212(1998)
5. N.J.S.A. 2A:42-103 thru 113
6. N.J.S.A. 46:8-48 (1976)
7. N.J.S.A. 48:5A-49/47 C.F.R. 1.4000
8. N.J.S.A. 46:8C-2 thru 21
9. N.J.S.A. 46:8C-3
10. N.J.S.A. 2A: 18:61.3
11. N.J.S.A. 46:8-9.2
12. N.J.S.A. 46:8-9.2/N.J.A.C. 5:29-2.1& 2.2
13. N.J.S.A. 46:8-9.1
14. 74 N.J. 446(1977)
15. 53 N.J. 444 (1969)
16. N.J.S.A. 2A:42-5
17. NJSA 46:8-9.4
18. N.J.S.A. 46:8-21.1
19. 50 U.S.C. APP. 531
20. N.J.S.A. 46:8-26
21. N.J.S.A. 46:8-21.2
22. 380 N.J. Super. 46(2005), 406 N.J. Super 71(2009)  
121 N.J. Super 401(1972)
23. N.J.S.A. 46:8-19-1.(d)
24. & 25. N.J.S.A. 46:8-19-1.(c)
- Legal Age Requirement
- Plain Language Review Law
- Truth in Renting Act
- Community Realty v. Harris, Impermissible late fees & attorney's fees
- Pets In Senior Citizen Housing Project Law
- Truth In Renting Act
- CATV Law/Antennas and Satellite Dishes
- Mobile Home Park/Private Residential Leasehold Communities
- Mobile Home Park/Private Residential Leasehold Communities
- Eviction Law
- Lease Termination Due To Disabling Illness or Accident
- Right to Terminate Lease Due to Disabling Illness or Accident
- Death of Lessee
- Sommer v. Kridel - Mitigate damage court dec.
- Reste Realty Corp. v. Cooper
- Hold Over Tenant Law/ Double Rent
- New Jersey Safe Housing Act
- Security Deposit Law
- Service Members Civil Relief Act
- Security Deposit Law
- Security Deposit Law
- Chatterjee v. Iero, Pet Security Deposit, Reilly v. Weiss,  
Brownstone Arms v. Asher
- Security Deposit Law
- Security Deposit Law

26. & 27. N.J.S.A. 46:8-21.1
28. 287 N.J. Super. 546 (1996)
29. N.J.S.A. 46:8- 21
30. Court Rule R. 6:11
31. N.J.S.A. 46:8-21.1 & 21.5
32. N.J.S.A. 46:8-25
33. 201 N.J. Super. 1 (A.D. 1985)
34. N.J.S.A. 2A:42-107
35. N.J.S.A. 10:5-12 (g) (h)
36. N.J.S.A. 10:5-5n.
37. 42 U.S.C. 3601 thru 3619
38. N.J.A.C. 13:13-3.4(f)
39. N.J.S.A. 56:8-2
40. N.J.S.A. 56:8-19
41. N.J.S.A. 2A:18-72 et seq.
42. N.J.S.A. 2A:18-82
43. 15 U.S.C. s.1681m
44. N.J.S.A. 2A:42-5
45. N.J.S.A. 2A:42-6.1 thru 6.3
46. N.J.S.A. 2A:33-1 thru 23
47. Court Rule R. 4:51-1 thru 4:51.5
48. 120 N.J. Super. 286 (1973)
49. N.J.S.A. 2A:42-84.5
50. N.J.S.A. 2A:18-61.1(f)
51. 294 N.J. Super. 601 (App. Div. 1996)
52. N.J.S.A. 2A:18-61.31
53. N.J.S.A. 54:4-6.2 thru 6.3  
N.J.A.C. 5:33-3.1 thru 3.10
54. & 55. N.J.S.A. 46:8-27 thru 37
56. 56 N.J. 130 (1970)
57. N.J.A.C. 5:10-5.1 (c)
58. N.J.A.C. 5:10-27.1 (c) and (d)
59. N.J.S.A. 52:27D-192
60. N.J.A.C. 5:10-28.1
61. N.J.A.C. 5:70-2.3, 2.9 & 4.19
62. N.J.A.C. 5:10-28.1, 5:27-14.1 & 5:70-4.9
63. N.J.A.C. 5:10-19.2
64. N.J.A.C. 14: 3:3A.5 thru 3A:8
65. N.J.S.A. 2A:42-85 thru 95 (1971)
66. N.J.S.A. 2A:42-87
67. N.J.A.C. 8:51-6.1
68. N.J.S.A. 26:3-31 to 31.10
69. & 70. 114 N.J. Super. 124, (1971), 63 NJ 460 (1973)
- Security Deposit Law
- J.C. Mitchell v. First Real Estate, Determines the termination date of a broken lease, for purposes of the security deposit law
- Security Deposit Law
- Small Claims Section
- Security Deposit Law
- Security Deposit Law
- Young v. Savinon, Established the reasonableness requirement for changes in the lease regarding pets
- Pets In Senior Citizen Housing Project Law
- Law Against Discrimination
- Law Against Discrimination
- Federal Fair Housing Act
- Regulations for Disability Discrimination
- Consumer Fraud Act
- Consumer Fraud Act
- Disposal of Remaining Personal Property Abandoned by Tenant
- Disposal of Remaining Personal Property Abandoned by Tenant
- Fair Credit Reporting Act, Requirements on users of consumer reports
- Hold Over Tenant Law/ Double Rent
- Senior Citizen Five Day Grace Period
- Distraigned Property
- Writ of Ne Exeat; Capias
- Inganamort v. Borough of Fort Lee, also see Helmsley v. Borough of Fort Lee, 78 N.J. 200(1978) Rent Increase Case.
- Newly Constructed Multiple Dwellings
- Eviction Law
- Fromet Properties v. Buel
- Eviction Law
- Tenants' Property Tax Rebate Law and
- Tenants' Property Tax Rebate Program Regulations
- Landlord Identity Law
- Marini v. Ireland, Repair and Deduct Case
- Regulation for Maintenance of Hotels & Multiple Dwellings Provides Access for Inspection.
- Child-Protection Window Guards; When Required
- State Uniform Fire Safety Act
- Carbon Monoxide Alarms
- Uniform Fire Code
- Carbon Monoxide Alarms and Fire Alarms
- Regulation for Maintenance of Hotels & Multiple Dwellings
- State Board of Public Utilities (BPU)
- Rent Receivership
- Rent Receivership
- Public Health Regulations
- Public Health Regulations
- Berzito v. Gambino Rent Abatement Case



71. 146 N.J. Super. 271 (1977)
72. N.J.S.A. 2A:42-114 thru 142
73. N.J.A.C. 5:10-6.6
74. N.J.A.C. 5:10-6.6(h)
75. 24 CFR 35.1345
76. N.J.A.C. 5:48-3.1
77. N.J.A.C. 5:48-2.1
78. N.J.S.A. 58:12A-3
79. N.J.S.A. 58:12A-12 & 40 CFR.141.154 (a)
80. N.J.S.A. 58:12A-32
81. N.J.S.A. 46:8-50
82. N.J.S.A. 2A:39-1
83. N.J.S.A. 2A:42-10.16e
84. N.J.S.A. 2C:33-11.1
85. N.J.S.A. 2A:39-8
86. N.J.S.A. 2A:18-61.1 (1976)
87. N.J.S.A. 2A:18.61.2
88. N.J.S.A. 2A:18-61.3
89. N.J.S.A. 2C:17-3
90. N.J.S.A. 52:31B-1, N.J.S.A. 20:4-1, N.J.A.C. 5:11-2.3
91. 371 N.J. Super 103, 204 N.J. Super 144, 113 N.J. 485
92. N.J.S.A. 2A: 18-61.9 & N.J.A.C. 5:24-1.9
93. N.J.S.A. 2A:18-56
94. N.J.S.A. 2A:18-61.2a.
95. N.J.A.C. 5:27-3.3(c)
96. N.J.A.C. 5:27-3.4(c)
97. N.J.S.A. 55:13B-3
98. N.J.S.A. 2A:18-61.6
99. N.J.S.A. 2A:42-10.10
100. N.J.S.A. 2A:18-57 & N.J.S.A. 2A:42-10.17
101. N.J.S.A. 2A:42-10.16 & 17 (1974)
102. 12 USC § 5220 &  
P.L. 111-22, Div A, Title VII, § 702, 123 Stat. 1660
103. & 104. N.J.S.A. 2A:50-69 et seq.
105. N.J.S.A. 2A:18-61.22-61.39
106. N.J.S.A. 2A:18-61.40 thru 61.59
107. N.J.S.A. 2A:42-113

- Park Hill Terrace v. Glennon Air Conditioning Case  
 Multifamily Housing and Preservation and Receivership Act  
 Lead-Safe Maintenance Requirements  
 Lead-Safe Maintenance Requirements  
 U.S. Dept. of Housing and Urban Development  
 Lead Hazard Control Assistance Fund  
 Lead Hazard Control Assistance Fund  
 Safe Drinking Water Act  
 Safe Drinking Water Act Amendment of 1996 (DEP)  
 Private Well Testing Act  
 Flood Plain Notification Requirement  
 Unlawful Entry or Detainer Law  
 Warrant for Possession; Execution  
 Disorderly Person's Offense  
 Unlawful Entry or Detainer Law  
 Eviction Law  
 Eviction Law  
 Eviction Law  
 Criminal Mischief  
 Relocation Assistance  
 Ivy Hill Park v. Abutidze, Hawthorne v. Barnes, A.P. Dev. Corp. v. Band  
 Eviction Law & Regulations for Condo, Fee Simple & Co-op Conv.  
 & Mobile Home Park Retirement  
 Proof of Notice to Quit Prerequisite to Judgment  
 Eviction Law  
 Rooming and Boarding House Regulations  
 Rooming and Boarding House Regulations  
 Rooming and Boarding House Act  
 Eviction Law  
 Reprisal Law  
 Eviction Law Fair Eviction Notice Act  
 Fair Eviction Notice Act, Summary Dispossess Warrant for Removal  
 The Helping Families Save Their Homes Act of 2009  
 New Jersey Foreclosure Fairness Act  
 Senior Citizen and Disabled Protected Tenancy Act  
 Tenant Protection Act of 1992  
 Disclosure Statement to Senior Citizen Housing Residents

## *New Jersey Judiciary Ombudsman Offices*

*www.njcourtsonline.com*

The Ombudsman provides assistance to citizens. The services include: helping parties who do not have attorneys, by explaining court procedures, programs and service; confidentially receiving and documenting complaints from the public related to misunderstandings, conflicts, mistreatment or discrimination in the courthouse; and acting as a mediator to resolve conflicts between the public and the courts.

The Ombudsman also serves as a point of contact to citizens who may need assistance in coordinating multiple court services during their visit to the courthouse, makes referrals to other agencies of government, takes customer suggestions, and develops court tours and outreach programs.

| <b>VICINAGE</b>             | <b>OMBUDSMAN</b>    | <b>TELEPHONE AND FAX NUMBERS</b>             |
|-----------------------------|---------------------|----------------------------------------------|
| Atlantic/Cape May           | Kathleen Obringer   | 609-345-6700 EXT. 3346,<br>FAX: 609 343-2142 |
| Bergen                      | Jennifer V. Shultis | 201-527-2263, FAX: 201-371-1111              |
| Burlington                  | Heishim J. Thomas   | 609-518-2510, FAX: 609-518-2539              |
| Camden                      | Nalo Brown          | 856-379-2238, FAX: 856-379-2278              |
| Cumberland/Gloucester/Salem | Sandra Lopez-Palmer | 856-453-4538, FAX: 856-455-9490              |
| Essex                       | Shazeeda Samsudeen  | 973-693-5728, FAX: 973-693-5726              |
| Hudson                      | Pauline D. Daniels  | 201-217-5399, FAX: 201-795-6603              |
| Mercer                      | Gina Goldstein      | 609-571-4205, FAX: 609-571-4208              |
| Middlesex                   | Sylvia L. O'Connor  | 732-981-3098, FAX: 732-981-3233              |
| Monmouth                    | Theresa Romano      | 732-677-4209, FAX: 732-677-4363              |
| Morris/Sussex               | Janie Rodriguez     | 973-656-3969, FAX: 973-656-3942              |
| Ocean                       | Ann Marie Fleury    | 732-929-2042, FAX: 732-288-7606              |
| Passaic                     | June Zeider         | 973-247-8651, FAX: 973-247-8012              |
| Somerset/Hunterdon/Warren   | Rachel Morejon      | 908-203-6135, FAX: 908-231-7632              |
| Union                       | Linda Wiggins       | 908-659-4103, FAX: 908-659-3880              |

## ANTI-DISCRIMINATION OFFICES

### STATE OF NEW JERSEY

### DEPARTMENT OF LAW AND PUBLIC SAFETY

### DIVISION OF CIVIL RIGHTS

[www.state.nj.us/lps/dcr/localcontact.html](http://www.state.nj.us/lps/dcr/localcontact.html)

#### ATLANTIC CITY SATELLITE OFFICE

26 Pennsylvania Avenue, 3rd floor  
Atlantic City, NJ 08401  
Telephone: 609-441-3100  
TTY: 609-441-7648

#### CAMDEN REGIONAL OFFICE

2 Riverside Drive, Suite 402  
Camden, NJ 08103100  
Telephone: 856-614-2550  
TTY: 856-614-2574

#### TRENTON REGIONAL OFFICE

140 East Front Street, 6th floor  
PO Box 090  
Trenton, NJ 08625-0090  
Telephone: 609-292-4605  
TTY: 609-292-1785

## NEW JERSEY'S LEGAL SERVICES PROGRAMS

### LEGAL SERVICES OF NEW JERSEY

100 Metroplex Drive, Suite 402  
PO Box 1357  
Edison, NJ 08818-1357  
(732) 572-9100  
[www.lsnj.org/directory.htm](http://www.lsnj.org/directory.htm)

#### ATLANTIC COUNTY

South Jersey Legal Services  
26 South Pennsylvania Avenue  
Suite 100, 1st Floor  
Atlantic City, NJ 08401  
(609) 348-4200

#### BURLINGTON COUNTY

South Jersey Legal Services  
107 High Street  
Mount Holly, N.J. 08060  
(609) 261-1088

#### NEWARK REGIONAL OFFICE

31 Clinton Street, 3rd floor  
PO Box 46001  
Newark, New Jersey 07102  
Telephone: 973-648-2700  
TTY: 973-648-4678

#### PATERSON REGIONAL OFFICE

100 Hamilton Plaza, 8th floor  
Paterson, NJ 07505  
Telephone: 973-977-4500  
TTY: 973-977-1955

#### BERGEN COUNTY

Northeast New Jersey Legal Services  
61 Kansas Street  
Hackensack, New Jersey 07601  
(201) 487-2166

#### CAMDEN COUNTY

South Jersey Legal Services  
745 Market Street  
Camden, N.J. 08102  
1(800) 496-4570 • (856) 964-2010

#### CAPE MAY COUNTY

South Jersey Legal Services  
1261 Route 9 South  
P.O. Box 785  
Cape May Court House, N.J. 08210  
(856) 935-8047

#### ESSEX COUNTY

Essex-Newark Legal Services  
5 Commerce Street, 2nd Floor  
Newark, N.J. 07102  
(973) 824-3000 • (973) 624-4500

#### HUDSON COUNTY

Northeast New Jersey Legal Services  
574 Summit Avenue  
Jersey City, N.J. 07306-2797  
(201) 792-6363

#### MERCER COUNTY

Central Jersey Legal Services  
198 West State Street  
Trenton, NJ 08608  
(609) 695-6259

#### MONMOUTH COUNTY

Ocean-Monmouth Legal Services  
303 West Main Street, 3rd Floor  
Freehold, N.J. 07728  
(732) 866-0020

#### OCEAN COUNTY

Ocean-Monmouth Legal Services  
The Cory Building  
599 Route 37 West  
Toms River, N.J. 08755  
(732) 341-2727

#### SALEM COUNTY

South Jersey Legal Services  
Concorde Professional Building  
390 N. Broadway, Suite 1300  
Pennsville, NJ 08070  
(856) 678-6492 • 1(800) 496-4570

#### SUSSEX COUNTY

Legal Services of Northwest Jersey  
18 Church Street  
Newton, N.J. 07860  
(973) 383-7400

#### WARREN COUNTY

Legal Services of Northwest Jersey  
91 Front Street, P.O. Box 65  
Belvidere, N.J. 07823  
(908) 475-2010

#### CUMBERLAND & SALEM COUNTIES

South Jersey Legal Services  
415 W. Landis Avenue, 2nd Floor  
Vineland, N.J. 08360  
(856) 691-0494 • 1(800) 510-2492

#### GLOUCESTER COUNTY

South Jersey Legal Services  
47 Newton Avenue  
Woodbury, N.J. 08096  
(856) 848-5360

#### HUNTERDON COUNTY

Legal Services of Northwest Jersey  
82 Park Avenue  
Flemington, N.J. 08822-1170  
(908) 782-7979

#### MIDDLESEX COUNTY

Central Jersey Legal Services  
317 George Street, Ste. 201  
New Brunswick, N.J. 08901-2584  
(732) 249-7600

#### MORRIS COUNTY

Legal Services of Northwest Jersey  
30 Schuyler Place, 2nd Floor  
P.O. Box 900  
Morristown, N.J. 07963  
(973) 285-6911

#### PASSAIC COUNTY

Northeast New Jersey Legal Services  
152 Market Street  
Paterson, N.J. 07505  
(973) 523-2900

#### SOMERSET COUNTY

Legal Services of Northwest Jersey  
34 West Main Street, Ste. 301  
Somerville, NJ 08876-2216  
(908) 231-0840

#### UNION COUNTY

Central Jersey Legal Services  
60 Prince Street  
Elizabeth, N.J. 07208  
(908) 354-4340

## APARTMENT HOUSE SAFETY TIPS

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1. Safety Devices (deadbolt locks, peepholes, door chains) are required by law for your protection. USE THEM!
2. Do not admit strangers to your apartment. Utility employees, telephone repairers, etc., carry photo identification (I.D.); insist upon seeing identification before opening your door. Do not let strangers come in and look around your apartment to see what you have there.
3. Call the Police if you are suspicious about any person or activity in your building.
4. If you find your apartment has been burglarized while you were away, do not touch anything but your phone. Call the police. DO NOT STRAIGHTEN THINGS UP.
5. Do not leave small valuables lying around where they can be seen. You can rent a safe deposit box at your bank. It is less expensive than a loss of valuables. It is also a good idea to protect your investment in your property, and protect yourself from liability in case someone is injured in your apartment, by having tenant property insurance.
6. Try to organize your building or floor into a CRIME WATCH unit. Watching out for each other works. Your local police department can help you set it up properly.
7. Do not leave your house or apartment keys on your car keys holder.
8. Assigned parking spaces should not bear the same number as the apartment occupied by the car owner, since this can let burglars know when nobody is home. Landlords and tenants should cooperate to develop and follow a safer space identification system.
9. Even if not required in your lease, a spare key can be left with your management office, in a sealed envelope, preferably a personalized one, with your signature across the sealed flap. It could be useful in case of an emergency, system failure or fire.
10. Do not leave your apartment unlocked, even if you are just going to the mailbox, laundry room or pool. It is an invitation to an intruder.

## OPERATION IDENTIFICATION

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“Operation Identification” is the engraving of your valuables with your New Jersey driver’s license number to deter burglars and also to prove ownership should the article be stolen and recovered by the police. Permanently marked valuables are more difficult for a burglar to dispose of and many times he or she won’t bother stealing these items.

DO NOT mark valuables with your Social Security number. Federal regulations governing the identity of Social Security registrants make the numbers next to impossible to trace.

Electric engravers are usually available from your Police Department Crime Prevention Unit, or can be purchased inexpensively from a hardware store. You should mark your valuables “NJ” followed by your driver’s license number. This number can then be traced back to you in the event that marked or stolen property is recovered by the police.

Valuables that cannot be marked, such as antiques, silver, china, coins, etc, should be photographed in detail with a complete description of the article on the back of the photograph.

After you have marked your valuable property, display an Operation Identification sticker on all exterior doors to advertise the fact. This alone may discourage a potential burglar. Stickers are available from your Police Department.

Make sure you have a record of all marked valuables that includes their serial number, make, model and the location of your marking. To obtain the electric engraver and inventory sheet, contact your Police Crime Prevention Unit.

## **ADDITIONAL AGENCIES AND ORGANIZATIONS**

The following is a list of public agencies and private organizations that offer informational services to landlords and/or tenants. It is provided solely for reference purposes and no endorsement is expressed or implied. This list is not part of the Truth in Renting Statement and will be updated with each reprint. Organizations interested in being included may contact the Department at the address shown on the back cover of this booklet. The Department reserves the right to determine which organizations or agencies will be included in future reprints.

If you are a tenant and need information, contact:

New Jersey Tenants Organization  
389 Main Street  
Hackensack, NJ 07601  
(201) 342-3775

If you are a landlord or tenant and need assistance, contact: (formerly NJ Council of Multi Housing Industry)

NJ Apartment Association  
104 Interchange Plaza, Suite 201  
Monroe Twp., NJ 08831  
(732) 992-0600

Information for landlords: (costs for service)

Property Owners Association (POA)  
1072 Madison Avenue  
Lakewood, N.J. 08701  
(732) 780-1966 Fax (732) 780-1611

For persons owning a mobile home trailer and renting the land in a mobile home park, contact:

Manufactured Home Owners Association of New Jersey, Inc.  
P.O. Box 81  
Whiting, N.J. 08759  
(732) 350-6122  
[www.mhoanj.org](http://www.mhoanj.org)

For owners of mobile home parks and landlords of rented trailers, contact:

New Jersey Manufactured Housing Association  
2741 Nottingham Way  
Trenton, NJ 08619  
(609) 588-9040  
[www.njmha.org](http://www.njmha.org)

For tenants advocacy:

The Tenants Rights and Information Network (T.R.A.I.N.)  
Post Office Box 14  
Plainsboro, NJ 08536  
[trainpdg@yahoo.com](mailto:trainpdg@yahoo.com)

For questions concerning mobile home construction, contact:

NJ Department of Community Affairs  
Office of Code Services, Industrialized Buildings Unit  
Post Office Box 816  
Trenton, NJ 08625-0816  
(609) 984-7974

For mobile home parks designating themselves as adult parks only, contact:

Office of Fair Housing & Equal Opportunities  
New York/New Jersey Regional Office  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
(212) 542-7519 or 1(800) 496-4294 TTY (212) 264-0927

For additional questions on mobile homes, contact a private attorney of your choice. For a referral to an attorney, contact your County Bar Association listed in your telephone directory or the Legal Services office in your county.

If you are being faced with an eviction action or condominium conversion, you may obtain information concerning the rights you possess under these circumstances by requesting copies of the Eviction Law from:

NJ Department of Community Affairs  
Bureau of Homeowner Protection  
Landlord-Tenant Information Service  
Post Office Box 805  
Trenton, NJ 08625-0805  
[www.nj.gov/dca/divisions/codes/](http://www.nj.gov/dca/divisions/codes/)

If Spanish is your primary language and you need assistance, please contact the Center for Hispanic Policy, Research and Development (CHPRD). The CHPRD can provide a list of local resources available to the Hispanic Community. For additional information, the CHPRD can be contacted at:

New Jersey Department of Community Affairs  
Center for Hispanic Policy, Research and Development  
PO Box 800  
Trenton, NJ 08625-0800  
Telephone: (609) 984-3223

For information on housing codes and maintenance requirements for multiple dwellings (apartment buildings with 3 or more dwelling units) or to obtain a copy of the regulations for maintenance of hotels and multiple dwellings you may write or call:

Department of Community Affairs  
Bureau of Housing Inspection  
PO Box 810  
Trenton, NJ 08625-0810  
Telephone: (609) 633-6210

If you are a tenant living in public housing subsidized by HUD and you would like to file a complaint regarding maintenance, discrimination, illegal practice or other resident concerns you may contact:

U.S. Department of Housing and Urban Development  
One Newark Center  
1085 Raymond Blvd., 13th Floor  
Newark, New Jersey 07102-5260  
  
Multifamily Housing Complaint Line  
1(800) 685-8470, TTY 1(800) 432-2209



## ORDER FORM

### NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF CODES AND STANDARDS LANDLORD-TENANT INFORMATION SERVICE

Revised June 2010

The Truth-in-Renting Act (N.J.S.A. 46:8-43 et seq.) requires the Department of Community Affairs to prepare and publish a statement of the rights and responsibilities of residential tenants and landlords. The Act also requires residential landlords of dwellings with more than two units (or more than three units if the landlord occupies one of the units) to distribute the Truth-in-Renting Statement, now in Booklet format, to each of their tenants at or prior to the tenant's occupancy. Violators of the Act shall be liable for a penalty of up to \$100.00 for each violation.

The Truth-in-Renting Booklet is a summary of existing laws, regulations, and court cases. This booklet is for information purposes only, acts as a guide for landlords and tenants, and is neither exhaustive nor detailed. **THE BOOKLET MAY NOT BE REPRODUCED FOR DISTRIBUTION.** It is available in English and Spanish at a cost of \$2.00 each.

**Please make checks or money orders payable to:  
TREASURER, STATE OF NEW JERSEY. Please do not send cash.**

Enclosed is \$ \_\_\_\_ for \_\_\_\_ copies of the Truth-in-Renting Booklet, in English.  
Enclosed is \$ \_\_\_\_ for \_\_\_\_ copies of the Truth-in-Renting Booklet, in Spanish.

#### MAIL TO:

Name \_\_\_\_\_

Street Address \_\_\_\_\_

**(A street address is required for purchases over 10 booklets)**

Name of the Building \_\_\_\_\_

City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

#### MAIL THIS FORM, WITH PAYMENT TO:

N.J. Department of Community Affairs  
Division of Codes and Standards  
Landlord-Tenant Information Service  
P.O. Box 805  
Trenton, New Jersey 08625-0805

**ALLOW 4 TO 6 WEEKS FOR DELIVERY**