

# ASSEMBLY, No. 3693

## STATE OF NEW JERSEY 217th LEGISLATURE

INTRODUCED MAY 19, 2016

**Sponsored by:**

**Assemblyman MICHAEL PATRICK CARROLL**  
**District 25 (Morris and Somerset)**

**SYNOPSIS**

Revises laws concerning landlords and tenants.

**CURRENT VERSION OF TEXT**

As introduced.



1 AN ACT concerning the relationship between landlords and tenants,  
2 creating a new Title 46A of the New Jersey Statutes, and revising  
3 various parts of the statutory law.

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5  
6 BE IT ENACTED by the Senate and General Assembly of the State  
7 of New Jersey:

8  
9 1. (New section) An additional title, Title 46A, is added to the  
10 New Jersey Statutes as follows:

11  
12 TITLE 46A

13 LANDLORD AND TENANT LAW

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not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

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1 ARTICLE 1. DEFINITIONS AND GENERAL APPLICATION

2 CHAPTER 1. DEFINITIONS AND GENERAL APPLICATION

3 46A:1-1. Definitions pertaining to Title.

4 46A:1-2. Remedies set forth in Title; not exclusive.

5 46A:1-3. Waiver of residential tenant's rights;  
6 unenforceable.

7 46A:1-4. Severability.

8 46A:1-1. Definitions pertaining to Title. a. Except as provided  
9 in subsection b. of this section, for the purposes of this Title:

10 "Bureau" means the Bureau of Housing Inspection in the  
11 Department of Community Affairs.

12 "Business day" means any day other than a Saturday, Sunday, or  
13 State or federal holiday.

14 "Commissioner" means the Commissioner of Community  
15 Affairs.

16 "Day" means a calendar day unless otherwise noted.

17 "Department" means the Department of Community Affairs.

18 "Dwelling unit" means one or more rooms in rental premises  
19 used for residential purposes.

20 "Enforcement officer" means a sheriff, sheriff's officer as  
21 applicable, special civil part officer, or any other citizen, more than  
22 18 years of age, appointed by a court to enforce or execute a  
23 judgment, order, or warrant.

24 "Mobile home park" means any mobile home park or  
25 manufactured housing community, including a trailer park or a  
26 private residential leasehold community, as defined in section 1 of  
27 P.L.1991, c.483 (C.46:8C-10), that leases sites for mobile homes or  
28 for manufactured homes which are sited on a year-round basis.

29 "Owner-occupied premises" means rental premises consisting of  
30 at least two dwelling units, one unit of which is lawfully occupied  
31 by an owner as a place of residence.

32 "Planned real estate development" means any real property  
33 within the State, whether or not contiguous, that consists of, or will  
34 consist of, separately owned areas in any form, and which are  
35 offered or disposed of pursuant to a common promotional plan that  
36 provides for common or shared elements or interests in real  
37 property. It shall include, but not be limited to, property subject to  
38 the "Condominium Act," P.L.1969, c.257 (C.46:8B-1 et seq.), any  
39 form of homeowners' association, housing cooperative, community  
40 trust, or other trust device.

41 "Return receipt" for purposes of certified mailing means a paper  
42 return receipt or an electronic return receipt.

43 "Seasonal use or rental" or "seasonal tenancy" means use or  
44 rental for a term or the use or rental intended to be for a term of not  
45 more than 125 consecutive days for residential purposes by a person  
46 having a permanent place of residence elsewhere. A "seasonal  
47 tenant" means a tenant subject to a seasonal tenancy. "Seasonal use  
48 or rental" or "seasonal tenancy" does not mean use as living

1 quarters for seasonal, temporary, or migrant farm workers in  
2 connection with any work or place where work is being performed,  
3 or use for residential purposes by a transient guest.

4 "Senior citizen" means a person who is 62 years of age or older  
5 and shall include a surviving spouse, domestic partner, or partner in  
6 civil union if that surviving spouse, domestic partner, or partner in  
7 civil union is 55 years of age or older.

8 "Senior citizen housing project" or "project" means any building  
9 or structure, and any land appurtenant thereto, having three or more  
10 dwelling units that complies with State or federal law, and rented,  
11 owner-occupied, or intended for or solely occupied by senior  
12 citizens; provided that it shall not include owner-occupied premises  
13 having not more than three dwelling units that are rented or offered  
14 for rent, or any health care facility as defined in the "Health Care  
15 Facilities Planning Act," P.L.1971, c.136 (C.26:2H-1 et seq.).

16 "Service," "serve," or "served," with regard to notices or other  
17 documents other than notices required by article 5 of this Title,  
18 which shall be governed by that article, or service of process  
19 pursuant to the Rules Governing the Courts of the State of New  
20 Jersey, means either by personal delivery, or by regular mail and  
21 one of the following: (1) certified mail, return receipt requested; (2)  
22 registered mail; or (3) commercial courier whose regular business is  
23 delivery service with a required signature.

24 "Sublandlord" means the landlord or lessor of a subtenant.

25 "Subtenant" means a person who leases all or part of the rental  
26 premises from a tenant.

27 b. If a term is defined in another chapter of this Title, then the  
28 definition in that chapter, and not the definition here, shall be  
29 applicable.

30 46A:1-2. Remedies set forth in Title; not exclusive. The  
31 remedies set forth in this Title shall not derogate or supersede other  
32 actions or remedies to which a landlord or tenant may be entitled in  
33 accordance with this Title, other statutes, and common law.

34 46A:1-3. Waiver of residential tenant's rights; unenforceable.  
35 Any waiver of a residential tenant's rights under this Title is against  
36 public policy and unenforceable.

37 46A:1-4. Severability. If any section, subsection, paragraph,  
38 sentence, or other part of this Title is adjudged unconstitutional or  
39 invalid, such judgment shall not affect, impair, or invalidate the  
40 remainder of this Title, but shall be confined in its effect to the  
41 section, subsection, paragraph, sentence, or other part of this Title  
42 directly involved in the dispute in which the judgment is rendered.

43  
44 ARTICLE 2. RELATIONSHIP OF LANDLORD AND TENANT  
45 CHAPTER 2. LEASES

46 46A:2-1. Relation of landlord to tenant; governed by  
47 lease.

1 46A:2-2. Five-day grace period for payment of rent;  
2 senior citizens and recipients of certain governmental benefits;  
3 residential premises.

4 46A:2-1. Relation of landlord to tenant; governed by lease. a. A  
5 lease of rental premises may be in writing or oral, subject to the  
6 requirements of section 3 of P.L.1995, c.360 (C.25:1-12).

7 b. The lease, whether written or oral:

8 (1) transfers possession of the rental premises from the landlord  
9 to the tenant for the duration of the tenancy, subject to the  
10 landlord's title and rights not inconsistent with this Title and any  
11 other privileges granted by law or contract to the tenant; and

12 (2) sets forth the contractual rights and obligations of the  
13 landlord and the tenant with respect to the rental premises for the  
14 duration of the tenancy.

15 46A:2-2. Five-day grace period for payment of rent; senior  
16 citizens and recipients of certain governmental benefits; residential  
17 premises. a. A lease for residential rental premises shall permit a  
18 period of five business days grace from the date that rent is due, if  
19 the tenant is:

20 (1) a senior citizen receiving a Social Security Old Age Pension,  
21 another governmental pension in lieu thereof, or a Railroad  
22 Retirement Pension; or

23 (2) a recipient of Social Security Disability Benefits,  
24 Supplemental Security Income, or benefits under Work First New  
25 Jersey.

26 b. No delinquency or other late charge may be imposed under a  
27 residential lease during the grace period provided by this section.

28 c. Any landlord in violation of this section is a disorderly  
29 person.

30 d. In an action for eviction or an action by a landlord to collect  
31 unpaid rent, a court shall consider this section in determining the  
32 amount due from a tenant covered by this section.

33 e. In an action for eviction for habitual late payment of rent,  
34 the five-day grace period is not calculated in determining whether a  
35 rent payment is habitually late.

36

37 CHAPTER 3. CONVEYANCE OF LEASED REAL PROPERTY  
38 OR ASSIGNMENT OF RENTAL PAYMENTS

39 46A:3-1. Conveyance of leased real property; right of  
40 tenant and new landlord.

41 46A:3-2. Providing notice to tenant of identity of new  
42 owner.

43 46A:3-3. Subtenant's liability for rent under primary  
44 lease; requirements.

45 46A:3-4. Judicial sale of a tenant's leased interests.

46 46A:3-1. Conveyance of leased real property; right of tenant and  
47 new landlord. a. A conveyance by a landlord of real property in  
48 which there are rental premises, an interest in real property in which

1 there are rental premises, or an assignment of a landlord's right to  
2 receive payment under a lease is valid and effective as to the tenant  
3 and the new landlord; provided, however, that a tenant, who before  
4 receipt of written notice of the conveyance or assignment, in  
5 accordance with N.J.S.46A:3-2, pays rent to the grantor or assignor,  
6 shall not be prejudiced by the payment.

7 b. The new landlord acquires the rights and is subject to the  
8 obligations of the grantor with regard to the rental premises or the  
9 interest conveyed and may enforce the lease in the same manner as  
10 the grantor.

11 c. The tenant of conveyed rental premises for any term retains  
12 the rights and obligations as exist in the lease at the time of the  
13 conveyance.

14 46A:3-2. Providing notice to tenant of identity of new owner. If  
15 real property in which there are rental premises is conveyed by the  
16 landlord, or the landlord's right to receive payment is assigned  
17 under the lease for the rental premises other than an assignment of  
18 rents for the purpose of securing a mortgage, then the grantor or  
19 assignor, at the time of conveyance or assignment or as soon as  
20 practicable thereafter, shall provide the tenant with written notice  
21 of:

22 a. the identity of the new landlord, including that person's  
23 name, address, phone number, and the nature of that person's  
24 relationship to the grantor or assignor; and

25 b. the name and address of the person to whom rent is to be  
26 paid, if that person is different from the new landlord, and that the  
27 information has been provided to the grantor or assignor.

28 46A:3-3. Subtenant's liability for rent under primary lease;  
29 requirements. a. When a tenant leases rental premises to a subtenant  
30 and the tenant fails to pay rent due to the landlord, the landlord may  
31 collect rent from the subtenant as follows:

32 (1) the landlord shall serve written notice on the subtenant that  
33 the landlord has not been paid rent due under the primary lease and  
34 the subtenant should make rent payments directly to the landlord in  
35 an amount not to exceed the amount agreed to be paid by the  
36 subtenant under the secondary lease;

37 (2) the subtenant shall pay the rent directly to the landlord in an  
38 amount not to exceed the amount agreed to be paid by the subtenant  
39 under the secondary lease for the period next following service of  
40 the notice, except that the subtenant shall be liable for the rent owed  
41 by the tenant at the time the landlord gives notice under subsection  
42 a. of this section, only to the extent that the subtenant has not paid  
43 rent to the tenant who is the sublandlord for that prior period; and

44 (3) the amount of rent to be paid by the subtenant shall not  
45 exceed the amount agreed to be paid by the tenant under the  
46 primary lease or, if only a part of the rental premises are subleased,  
47 payment shall be required in an amount proportionate to the total  
48 rent agreed to be paid by the tenant.

1       b. Nothing in this section shall impair a landlord's ability to  
2 evict a tenant or subtenant or recover possession of the rental  
3 premises in accordance with the lease and law.

4       46A:3-4. Judicial sale of a tenant's leased interests. A tenant's  
5 leasehold interest in real property for a term of not less than two  
6 years may be sold in accordance with a judgment, as would an  
7 ownership interest in the real property, subject to the rights of a  
8 landlord to enforce the terms of the lease or tenancy.

9  
10                   CHAPTER 4. STATEMENT OF RIGHTS AND  
11                   RESPONSIBILITIES OF TENANTS AND LANDLORDS;  
12                   NOTIFICATION OF FLOOD ZONE

13   46A:4-1.               Definitions.

14   46A:4-2.               Statement of rights and responsibilities of  
15 tenants and landlords of rental dwelling units.

16   46A:4-3.               Statement; distribution and posting by  
17 landlords.

18   46A:4-4.               Violations of chapter; penalty.

19   46A:4-5.               Offer of or entry into lease in violation of  
20 rights of tenants; termination of lease; exceptions.

21   46A:4-6.               Waiver of right or refusal to receive or accept  
22 statement; effect.

23   46A:4-7.               Notification to tenants if property in flood  
24 zone; residential and nonresidential rental premises.

25       46A:4-1. Definitions. For the purposes of this chapter, except  
26 for N.J.S.46A:4-7, which is governed by its express terms:

27       "Landlord" means any person who rents or leases or offers to  
28 rent or lease, for a term of at least one month, dwelling units, except  
29 dwelling units in hotels, motels, or other guest houses serving  
30 transient guests or seasonal tenants.

31       46A:4-2. Statement of rights and responsibilities of tenants and  
32 landlords of rental dwelling units. a. The department shall prepare  
33 and make available annually, after public hearing and at no cost to  
34 the public to the extent that funding has been made available to the  
35 department for free distribution, a statement of the primary and  
36 established legal rights and responsibilities of tenants and landlords  
37 of rental dwelling units, which is:

38       (1) prepared in a form and size suitable for posting and  
39 distribution;

40       (2) prepared in both the English and Spanish languages and any  
41 other languages deemed reasonably necessary by the department;  
42 and

43       (3) posted on the department's Internet website in an easily  
44 printable format.

45       b. The statement shall serve as an informational document and  
46 nothing therein shall be construed as binding on or affecting a  
47 judicial determination under N.J.S.46A:4-5 of what constitutes a



1 lease provision that violates clearly established legal rights of  
2 tenants or responsibilities of landlords.

3 c. Where practical considerations require the department to  
4 limit the extent of the statement, items to be included shall be  
5 selected on the basis of the importance of their inclusion in  
6 protecting the rights of the public.

7 46A:4-3. Statement; distribution and posting by landlords. a.  
8 Every landlord shall provide the statement required by N.J.S.46A:4-  
9 2 to each tenant either by, at the tenant's option, giving the tenant a  
10 printed copy of the statement or notifying the tenant in writing that  
11 the statement is available electronically via the Internet in the  
12 following manner:

13 (1) If the lease is in writing, the written lease, for new tenants  
14 and upon renewal, shall contain a cover page with the following  
15 provisions in boldface capital letters of not less than 10 point type:

16 "TRUTH IN RENTING STATEMENT, A GUIDE TO THE  
17 RIGHTS AND RESPONSIBILITIES OF RESIDENTIAL  
18 TENANTS AND LANDLORDS IN NEW JERSEY", THE  
19 STATEMENT ON TRUTH IN RENTING THAT IS REQUIRED  
20 BY LAW TO BE PROVIDED TO EVERY TENANT OF  
21 RESIDENTIAL RENTAL PREMISES, IS AVAILABLE ON-LINE  
22 THROUGH THE DEPARTMENT OF COMMUNITY AFFAIRS  
23 WEBSITE, WHICH IN ENGLISH, IS [fill in current website],  
24 AND IN SPANISH, IS [fill in current website.] YOU MAY ALSO  
25 USE A SEARCH ENGINE TO FIND "TRUTH IN RENTING" ON  
26 THE INTERNET.

27 YOU MAY OPT TO RECEIVE THE TRUTH IN RENTING  
28 GUIDE REFERRED TO IN THIS SECTION ELECTRONICALLY  
29 BY ACCESSING THE INTERNET IN ACCORDANCE WITH  
30 THIS NOTICE. IF YOU CHOOSE TO RECEIVE IT  
31 ELECTRONICALLY, YOUR LANDLORD WILL NOT BE  
32 REQUIRED TO GIVE YOU A PRINTED COPY.

33 SELECT THE METHOD BY WHICH YOU WANT TO  
34 RECEIVE THE TRUTH IN RENTING GUIDE BY CHECKING  
35 THE APPROPRIATE BOX BELOW AND RETURNING THIS  
36 PAGE TO YOUR LANDLORD IMMEDIATELY, BUT IN NO  
37 EVENT LATER THAN ONE WEEK FROM THE DATE YOU  
38 RECEIVE THIS COVER PAGE.

39 [ ] I WANT TO RECEIVE THE TRUTH IN RENTING  
40 GUIDE VIA INTERNET ACCESS, WHICH I UNDERSTAND  
41 MEANS THE LANDLORD WILL NOT BE REQUIRED TO GIVE  
42 ME A PRINTED COPY

43 [ ] I WANT THE LANDLORD TO GIVE ME A PRINTED  
44 COPY OF THE TRUTH IN RENTING GUIDE; and

45 (2) If the lease is oral, or upon renewal of an existing lease that  
46 does not contain the notice required by paragraph (1) of this  
47 subsection, a separate written notice shall be provided to the tenant,  
48 no later than on the date of the tenant's first occupancy of the rental

1 premises or, if a renewal lease, no later than on the renewal date  
2 with the following information in boldface capital letters of not less  
3 than 10 point type:

4 "TRUTH IN RENTING, A GUIDE TO THE RIGHTS AND  
5 RESPONSIBILITIES OF RESIDENTIAL TENANTS AND  
6 LANDLORDS IN NEW JERSEY", THE STATEMENT ON  
7 TRUTH IN RENTING THAT IS REQUIRED BY LAW TO BE  
8 PROVIDED TO EVERY TENANT OF RESIDENTIAL RENTAL  
9 PREMISES, IS AVAILABLE ON-LINE THROUGH THE  
10 DEPARTMENT OF COMMUNITY AFFAIRS WEBSITE, WHICH  
11 IN ENGLISH, IS [fill in current website] AND IN SPANISH, IS  
12 [fill in current website.] YOU MAY ALSO USE A SEARCH  
13 ENGINE TO FIND "TRUTH IN RENTING" ON THE INTERNET.

14 YOU MAY OPT TO RECEIVE THE TRUTH IN RENTING  
15 GUIDE REFERRED TO IN THIS SECTION ELECTRONICALLY  
16 BY ACCESSING THE INTERNET IN ACCORDANCE WITH  
17 THIS NOTICE. IF YOU CHOOSE TO RECEIVE IT  
18 ELECTRONICALLY, YOUR LANDLORD WILL NOT BE  
19 REQUIRED TO GIVE YOU A PRINTED COPY.

20 SELECT THE METHOD BY WHICH YOU WANT TO  
21 RECEIVE THE TRUTH IN RENTING GUIDE BY CHECKING  
22 THE APPROPRIATE BOX BELOW AND RETURNING THIS  
23 NOTICE TO YOUR LANDLORD IMMEDIATELY, BUT IN NO  
24 EVENT LATER THAN ONE WEEK FROM THE DATE YOU  
25 RECEIVE THIS NOTICE.

26 [ ] I WANT TO RECEIVE THE TRUTH IN RENTING  
27 GUIDE VIA INTERNET ACCESS, WHICH I UNDERSTAND  
28 MEANS THE LANDLORD WILL NOT BE REQUIRED TO GIVE  
29 ME A PRINTED COPY.

30 [ ] I WANT THE LANDLORD TO GIVE ME A PRINTED  
31 COPY OF THE TRUTH IN RENTING GUIDE.

32 (3) If the tenant opts for electronic distribution, the landlord's  
33 notice under paragraph (1) or (2) of this subsection shall satisfy the  
34 landlord's responsibility under this subsection. If the tenant opts for  
35 a printed copy distribution, the landlord shall distribute one copy of  
36 the statement printed from the department's Internet website to each  
37 tenant within 10 days of the landlord's receipt of the tenant's  
38 direction. If the tenant does not give written direction to the  
39 landlord, the landlord shall provide the printed copy to the tenant  
40 within 17 days after the landlord's compliance with paragraph (1) or  
41 (2) of this subsection.

42 b. In addition to complying with subsection a. of this section,  
43 the landlord shall also post a copy of the current statement in one or  
44 more locations, so that the statement is prominent and accessible to  
45 all the tenants.

46 46A:4-4. Violations of chapter; penalty. A landlord found to  
47 have violated any provision of this chapter shall be liable in an  
48 amount of not more than \$100 for each offense, recoverable by the

1 tenant or tenants affected by the violation. An action to enforce this  
2 penalty against the landlord may be commenced by the tenant, by a  
3 summary proceeding in the Superior Court, Law Division, Special  
4 Civil Part, in the county in which the premises are located.

5 46A:4-5. Offer of or entry into lease in violation of rights of  
6 tenants; termination of lease; exceptions. a. A landlord shall not  
7 offer to or enter into any lease with a tenant or prospective tenant  
8 that includes a provision that violates the legal rights of tenants or  
9 responsibilities of landlords clearly established by the law of this  
10 State at the time the tenant signs or agrees to the lease.

11 b. A tenant may assert as a defense in any action by the  
12 landlord that a relevant provision of the lease is illegal and therefore  
13 unenforceable. This provision does not derogate or supersede a  
14 tenant's rights to commence a declaratory judgment action in  
15 accordance with applicable law to determine whether a lease  
16 violates the legal rights of tenants or responsibilities of landlords.

17 c. Nothing contained herein shall limit any rights or remedies a  
18 tenant may have under a lease, except that a landlord is not subject  
19 to the penalty provided by N.J.S.46A:4-4 or subsection b. of this  
20 section if the challenged lease provision originated with the tenant  
21 and not the landlord.

22 46A:4-6. Waiver of right or refusal to receive or accept  
23 statement; effect. A tenant's choice of receiving a printed copy of  
24 the statement from the landlord or receiving the form electronically  
25 by accessing the department's Internet website shall not be deemed  
26 a waiver of a tenant's rights, nor shall it alter the responsibilities of  
27 the landlord under this chapter, so long as the landlord complies  
28 with the requirements of N.J.S.46A:4-3.

29 46A:4-7. Notification to tenants if property in flood zone;  
30 residential and nonresidential rental premises. a. A landlord of  
31 residential rental premises or of nonresidential rental premises  
32 containing less than 3,500 square feet shall notify each tenant, in  
33 writing, if the rental premises or any portion of the parking areas of  
34 the real property containing the rental premises subject to the lease  
35 are determined, by the Federal Emergency Management Agency  
36 (FEMA) in the Department of Homeland Security, to be located in a  
37 special flood hazard area. The notification shall also provide  
38 FEMA's website address, street address, and telephone number. If  
39 the lease is in writing, the notice required under this subsection may  
40 be included in the written lease or the written renewal lease, so long  
41 as the notice is printed in bold face capital letters of not less than  
42 10-point type. The landlord is required to notify the tenant only if  
43 the landlord has actual knowledge of the flood zone determination.

44 b. Each new tenant shall be notified prior to the tenant's  
45 agreement to lease the rental premises or the real property  
46 containing the rental premises. Each tenant up for renewal of the  
47 lease shall be notified prior to the agreement renewing the lease. If  
48 the landlord learns of the flood zone determination described in

1 subsection a. of this section after the lease term has commenced,  
2 then the landlord shall notify the tenant within two weeks after the  
3 landlord learns of the determination.

4 c. If the landlord has actual knowledge that the premises are in  
5 a special flood hazard area at the commencement of the lease or of  
6 the renewal, and notification is not given to the tenant as required  
7 by this section and the lease or renewal has already commenced, the  
8 tenant may terminate the lease or renewal on the basis that the  
9 rental premises or the real property are located in a special flood  
10 hazard area. Termination shall be made by giving written notice to  
11 the landlord no later than three business days after the tenant  
12 receives notification or learns that notification should have been  
13 given. Termination shall be effective on the last day of the calendar  
14 month in which the tenant provided notice to the landlord, so long  
15 as the tenant delivers possession to the landlord by that date. The  
16 remedy provided in this section does not supersede any other  
17 remedy provided by applicable law.

18 d. The landlord shall have 30 days after the effective date of  
19 P.L. , c. (pending before the Legislature as this bill) within  
20 which to give the notification required in subsection a. of this  
21 section to a tenant who is subject to a rental agreement already in  
22 effect at that time. If the landlord provides the notification within  
23 the 30-day grace period provided by this subsection, the tenant may  
24 not terminate the lease or renewal in accordance with subsection c.  
25 of this section.

26 e. If, after commencement of the lease or renewal, there is a  
27 change in the flood determination of a rental premises covered by  
28 this section, such that the tenant would have been entitled to the  
29 notification required by this section, then the landlord shall notify  
30 the tenant within two weeks of when the landlord learns of the  
31 change in determination.

32 f. A tenant who terminates a lease under this section shall pay  
33 rent and the landlord and tenant shall otherwise perform their  
34 respective obligations in accordance with the provisions of the then-  
35 existing lease until the lease is terminated and the tenant delivers  
36 possession to the landlord.

37  
38 CHAPTER 5. STATEMENTS PROVIDED IN SENIOR CITIZENS  
39 HOUSING PROJECTS

40 46A:5-1. Landlord defined.

41 46A:5-2. Statements required for senior citizen  
42 residents.

43 46A:5-1. Landlord defined. For the purposes of this chapter:

44 "Landlord" means (1) in the case of a senior citizen housing  
45 project in which dwelling units are rented or offered for rent under a  
46 lease, the one or more persons who own or purport to own the  
47 building, structure, or complex of buildings or structures in which  
48 those rental dwelling units are located or (2) in the case of a senior

1 citizen housing project that is organized or operated as a planned  
2 real estate development, the governing board or body of that  
3 development.

4 46A:5-2. Statements required for senior citizen residents. a. A  
5 landlord of a senior citizen housing project, and every landlord of a  
6 unit within a senior citizen housing project that is a planned unit  
7 development, as that term is defined in the "Municipal Land Use  
8 Law," P.L.1975, c.291 (C.40:55D-1 et seq.), shall give copies of the  
9 statements required by chapters 4 and 10 of this Title and by section  
10 1 of P.L.1995, c.144 (C.55:14I-6.1) to each resident, if the units in  
11 the project are rented or offered for rent. The copies of the  
12 statements required by chapter 10 of this Title and by section 1 of  
13 P.L.1995, c.144 (C.55:14I-6.1) shall be provided at the time of the  
14 signing of the lease and any renewal thereof. The statements  
15 required by chapter 4 of this Title shall be provided in accordance  
16 with that chapter.

17 b. If the project is organized or operated as a planned real  
18 estate development as defined in this Title, the governing board or  
19 body shall make available to residents for inspection copies of the  
20 recorded governing documents for the development, including the  
21 master deed, the current bylaws of the development, and the current  
22 rules and regulations adopted by the governing board or body.

23 c. In one or more locations at the rental building prominent and  
24 accessible to all the residents of the senior citizen housing project,  
25 the landlord shall post copies of the following:

26 (1) the statements and documents required by subsection a. of  
27 this section; and

28 (2) a statement indicating that the recorded governing  
29 documents for the development, some of which may contain  
30 guidelines for the conduct of owners, residents, and their tenants,  
31 are available for inspection, including the location where they may  
32 be inspected.

33 d. Nothing contained in this section shall be construed as  
34 affecting a right guaranteed, or a responsibility imposed, on any  
35 person by any other law.

36

### 37 CHAPTER 6. OTHER NOTIFICATIONS AND STATEMENTS 38 TO BE PROVIDED TO TENANTS

39 46A:6-1. Other tenant notifications and statements  
40 required by law.

41 46A:6-1. Other tenant notifications and statements required by  
42 law. Nothing in this Title shall alter a landlord's obligation to  
43 provide notifications or statements to tenants as required under any  
44 other law not set forth in this Title.

45

### 46 CHAPTER 7. CESSATION OF LEASE

47 46A:7-1. Destruction of buildings on rental premises;  
48 cessation of lease.

1       46A:7-1. Destruction of buildings on rental premises; cessation  
2 of lease. Unless otherwise agreed in the lease, whenever fire or  
3 other casualty, not due to the gross negligence or intentional act of  
4 the tenant, destroys any building in which there are residential or  
5 nonresidential rental premises, the lease shall terminate, the tenancy  
6 shall cease, and the tenant shall pay rent owed until the time of the  
7 destruction.

8

9           CHAPTER 8. TERMINATION OF LEASE BY TENANT OF  
10                               RESIDENTIAL RENTAL PREMISES

11       46A:8-1.               Termination by tenant of certain residential  
12 leases; death.

13       46A:8-2.               Termination by tenant of certain residential  
14 leases; disability; moderate income.

15       46A:8-3.1.           Requirements for termination of lease by  
16 domestic violence.

17       46A:8-3.2.           Effective date of lease termination for  
18 domestic violence; conditions affecting cotenants.

19       46A:8-3.3.           Notice relative to public housing leases.

20       46A:8-3.4.           Waiving of rights, remedies prohibited.

21       46A:8-3.5.           Existing lease agreements unaffected.

22       46A:8-3.6.           Disclosure of certain information by landlord  
23 prohibited; exceptions.

24       46A:8-3.7.           Inapplicability to seasonal use; rental.

25       46A:8-1. Termination by tenant of certain residential leases;  
26 death. a. A lease for a term of at least one year for rental premises  
27 that are rented and used solely as a residence by the tenant, or by  
28 the tenant and the tenant's family, shall terminate prior to the lease  
29 expiration date, and the survivor, if remaining in the rental  
30 premises, shall thereafter be subject to a month-to-month tenancy  
31 that continues in accordance with the essential provisions of the  
32 original lease, subject to reasonable changes as permitted by law, if:

33       (1) the tenant dies or, if the tenant resides with the tenant's  
34 spouse, domestic partner, or partner in civil union, that spouse,  
35 domestic partner, or partner in civil union dies; and

36       (2) the tenant, the executor, or administrator of the tenant's  
37 estate, or the survivor in the event the lease was executed jointly by  
38 the tenant and the tenant's spouse, domestic partner, or partner in  
39 civil union, serves on the landlord written notice of the termination  
40 of the lease because of the death.

41       b. Termination of the lease under this section shall take effect on  
42 the 40th day following the receipt by the landlord of written notice  
43 thereof, and the rent shall be paid until the time of the termination.

44       c. The rental premises shall be vacated and possession turned  
45 over to the landlord on the termination date of the lease, in  
46 accordance with subsection b. of this section, or the survivor  
47 remaining in the premises shall be subject to a month-to-month  
48 tenancy.

1       46A:8-2. Termination by tenant of certain residential leases;  
2 disability; moderate income. a. For the purposes of this section:

3       "Disability" means impairment or an inability to perform major  
4 life functions for a substantial period of time.

5       "Person with a handicap" shall mean any person who would be  
6 considered a "handicapped person" in accordance with the  
7 definition provided in section 1 of P.L.1949, c.280 (C.39:4-204).

8       b. A tenant may terminate a lease for a term of at least one year  
9 for rental premises that the tenant or the tenant and the tenant's  
10 family rents and uses solely for residential purposes prior to the  
11 lease expiration date if the tenant, or the tenant's spouse, domestic  
12 partner, or partner in civil union:

13       (1) becomes disabled or suffers an increase in disability, as  
14 defined by this section, after inception of the lease, and serves the  
15 landlord with written notice of the termination of the lease because  
16 of the disability along with:

17       (a) certification of a treating physician that, because of the  
18 disability, the tenant or the tenant's spouse, domestic partner, or  
19 partner in civil union is unable to continue to engage in gainful  
20 employment;

21       (b) proof of loss of income; and

22       (c) proof that any pension, insurance, or other subsidy to which  
23 the tenant or the tenant's spouse, domestic partner, or partner in  
24 civil union is entitled is insufficient to supplement the income of  
25 that person, so that the rent on the property in question can be paid.  
26 Written notice of the termination of the lease because of disability  
27 shall demonstrate that the lost income is necessary for payment of  
28 the rent;

29       (2) one of whom is age 62 years or older, is accepted into an  
30 assisted living facility, a nursing home, or a continuing care  
31 retirement community, and serves written notice of the termination  
32 of the lease because of the acceptance on the landlord along with:

33       (a) certification of a treating physician that the tenant, spouse,  
34 partner, or partner in civil union is in need of services provided by  
35 the assisted living facility, nursing home, or continuing care  
36 retirement community; and

37       (b) documentation demonstrating acceptance into the facility,  
38 nursing home, or retirement community;

39       (3) one of whom is age 62 years or older, is accepted into  
40 housing reserved for occupancy by low or moderate income  
41 households, as defined in section 4 of P.L.1985, c.222 (C.52:27D-  
42 304), provided that the tenant is not currently residing in low or  
43 moderate income housing and serves written notice of termination  
44 of the lease because of the acceptance on the landlord along with  
45 documentation of a lease or intent to lease from the facility or  
46 housing sponsor; or

47       (4) is in a dwelling unit that is not made accessible for a tenant  
48 or a member of the tenant's household who acquires a handicap as

1 defined in section 1 of P.L.1949, c.280 (C.39:4-204) after inception  
2 of the lease and serves written notice of termination of the lease  
3 upon the landlord, which notice includes:

4 (a) certification from a licensed physician that the tenant or a  
5 member of the tenant's household is a person with a handicap and  
6 that the handicap is likely not to be of a temporary nature; and

7 (2) a statement that the landlord has been asked to make the  
8 dwelling unit accessible to the tenant or to a member of the tenant's  
9 household at the landlord's expense and the landlord was unable or  
10 unwilling to do so.

11 c. Termination of the lease under this section shall take effect  
12 on the 40th day following the receipt by the landlord of written  
13 notice thereof, and the rent shall be paid until the time of the  
14 termination.

15 d. The rental premises shall be vacated and possession turned  
16 over to the landlord on the termination date of the lease, as provided  
17 by subsection c. of this section, or any person remaining in the  
18 rental premises shall become subject to a month-to-month tenancy  
19 that continues in accordance with the essential provisions of the  
20 original lease, subject to reasonable changes as permitted by law.

21 e. Service of any notice required by this section may be made  
22 by the tenant, the tenant's spouse, domestic partner, or partner in  
23 civil union, a legal representative of the tenant, or in the case of  
24 paragraph (4) of subsection b. of this section, another adult member  
25 of the tenant's family.

26 f. The Director of the Bureau of Homeowner Protection in the  
27 department shall, pursuant to the "Administrative Procedure Act,"  
28 P.L.1968, c.410 (C.52:14B-1 et seq.), promulgate rules and  
29 regulations necessary to effectuate the purposes of this section.

30 46A:8-3.1. Requirements for termination of lease by domestic  
31 violence. A tenant may terminate a lease for residential rental  
32 premises that the tenant or the tenant and the tenant's family rents  
33 and uses solely for residential purposes, prior to the lease expiration  
34 date, if the tenant fulfills all requirements and procedures as  
35 established by this section and provides the landlord with:

36 a. written notice that the tenant or a child of the tenant faces an  
37 imminent threat of serious physical harm from another named  
38 person if the tenant remains on the leased premises; and

39 b. any of the following:

40 (1) a certified copy of a permanent restraining order issued by a  
41 court, pursuant to section 13 of P.L.1991, c.261 (C.2C:25-29), and  
42 protecting the tenant from the person named in the written notice;

43 (2) a certified copy of a permanent restraining order from  
44 another jurisdiction issued pursuant to the jurisdiction's laws  
45 concerning domestic violence and protecting the tenant from the  
46 person named in the written notice;



1 (3) a law enforcement agency record documenting the domestic  
2 violence or certifying that the tenant or a child of the tenant is a  
3 victim of domestic violence;

4 (4) medical documentation of the domestic violence provided by  
5 a health care provider;

6 (5) certification provided by a Certified Domestic Violence  
7 Specialist or the director of a designated domestic violence agency,  
8 as those terms are defined in the "New Jersey Security and  
9 Financial Empowerment Act," P.L.2013, c.82 (C.34:11C-1 et seq.),  
10 that the tenant or a child of the tenant is a victim of domestic  
11 violence; or

12 (6) other documentation or certification provided by a licensed  
13 social worker that the tenant or a child of the tenant is a victim of  
14 domestic violence.

15 46A:8-3.2. Effective date of lease termination for domestic  
16 violence; conditions affecting cotenants. a. Lease terminations  
17 pursuant to N.J.S.46A:8-3.1 et seq. shall take effect on the 30th day  
18 following receipt by the landlord of notice complying with  
19 N.J.S.46A:8-3.1, unless the landlord and tenant agree on an earlier  
20 termination date. The tenant shall pay rent, pro rata, until the time  
21 the lease terminates.

22 b. A lease terminates pursuant to N.J.S.46A:8-3.1 et seq. only  
23 if the victim of domestic violence acts in good faith and fulfills all  
24 requirements and procedures in terminating the lease.

25 c. If there are tenants on the lease, other than the tenant who  
26 has given notice of termination as described in N.J.S.46A:8-3.1, the  
27 lease of those co-tenants also terminates, notwithstanding any  
28 provisions in N.J.S.46A:15-1 or N.J.S.46A:15-2, requiring certain  
29 grounds for eviction to the contrary. The co-tenants may enter into  
30 a new lease, for a new term, at the option of the landlord. Nothing  
31 in this section shall prohibit a co-tenant of the victim of domestic  
32 violence from holding over if holding over is permitted by the  
33 landlord.

34 46A:8-3.3. Notice relative to public housing leases. When a  
35 public housing authority or redevelopment agency controls the  
36 rental premises, the victim of domestic violence shall give notice of  
37 the termination, under N.J.S.46A:8-3.1, in accordance with any  
38 relevant regulations pertaining to public housing leases. When the  
39 terms of the tenancy are controlled by a publicly-funded housing  
40 assistance contract, notice and security deposit terms, requirements,  
41 and protections shall conform and be subject to restrictions,  
42 limitations, or other requirements imposed by State or federal law.

43 46A:8-3.4. Waiving of rights, remedies prohibited. The parties  
44 to a lease creating a tenancy for residential purposes may not agree  
45 to waive any rights or remedies arising under the provisions  
46 pertaining to the termination of a tenancy of a domestic violence  
47 victim. Any waiver of these rights or remedies is against public  
48 policy and unenforceable.

1       46A:8-3.5. Existing lease agreements unaffected. Nothing in  
2 N.J.S.46A:8-3.1 et seq. shall operate to alter, limit, or impair the  
3 terms of leases existing at the time of the adoption of the "New  
4 Jersey Safe Housing Act," P.L.2008, c.111 (C.46:8-9.4 et. seq.).

5       46A:8-3.6. Disclosure of certain information by landlord  
6 prohibited; exceptions. A landlord shall not disclose information  
7 documenting domestic violence that a victim of domestic violence  
8 has provided to the landlord, pursuant to N.J.S.46A:8-3.1 et seq. or  
9 any predecessor statute. The information shall not be entered into  
10 any shared database or provided to any person, as defined by  
11 statute, but may be used when required as evidence in an eviction  
12 proceeding, an action for unpaid rent, or an action for damages  
13 arising out of the tenancy, with the consent of the tenant, or if  
14 disclosure of the information is otherwise required by law.

15       46A:8-3.7. Inapplicability to seasonal use; rental. N.J.S.46A:8-  
16 3.1 et seq. shall not be applicable to any lease for the "seasonal use  
17 or rental" of real property as defined in this Title, but shall be  
18 applicable to any real property rented or used for residential  
19 purposes for seasonal, temporary, or migrant farm workers in  
20 connection with any work or place where work is being performed.  
21 The landlord shall have the burden of proving that the use or rental  
22 of the residential property is seasonal.

23

## 24                   CHAPTER 9. MONTH-TO-MONTH TENANCY

25       46A:9-1.               Month-to-month tenancy.

26       46A:9-1. Month-to-month tenancy. a. A tenant of residential  
27 rental premises covered by N.J.S.46A:15-1 who holds over or  
28 remains in possession after expiration of a lease of one month or  
29 longer continues the tenancy from month-to-month.

30       b. The month-to-month tenancy continues according to the  
31 essential provisions of the original lease, subject to reasonable  
32 changes as permitted by paragraph (2) or (4) of subsection a. of  
33 N.J.S.46A:15-1, until the tenancy is terminated as permitted by law.

34

## 35                   CHAPTER 10. DOMESTICATED ANIMALS; SENIOR CITIZEN 36                               HOUSING PROJECTS

37       46A:10-1.             Definitions.

38       46A:10-2.             Senior citizen permitted domesticated animal.

39       46A:10-3.             Arbitrary refusal to renew lease prohibited;  
40 penalty; immunity of landlord.

41       46A:10-4.             Allowable circumstances for refusal to renew  
42 lease.

43       46A:10-5.             Guard dog.

44       46A:10-6.             Rights of persons with disabilities.

45       46A:10-7.             Removal of animal that is continuing  
46 nuisance.

47       46A:10-8.             Rules; regulations.

48       46A:10-9.             Rights of municipality not limited.

1 46A:10-10. Immunity of landlord.

2 46A:10-1. Definitions. For the purposes of this chapter:

3 "Continuing nuisance" means the keeping of a domesticated  
4 animal in a manner that interferes with the health, security, or  
5 comfort of the other residents of a senior citizen housing project, or  
6 the keeping of domesticated animals of a number, size, breed, or  
7 species inappropriate for the type or size of senior citizen housing  
8 project or a dwelling unit within that project.

9 "Domesticated animal" means a dog, cat, bird, fish, or other  
10 animal that does not constitute a health or safety hazard.

11 "Landlord" means (1) in the case of a senior citizen housing  
12 project in which dwelling units are rented or offered for rent under a  
13 lease, the one or more persons who own or purport to own the  
14 building, structure, or complex of buildings or structures in which  
15 those rental dwelling units are located; or (2) in the case of a senior  
16 citizen housing project that is organized or operated as a planned  
17 real estate development, the governing board or body of that  
18 development.

19 46A:10-2. Senior citizen permitted domesticated animal. a. A  
20 senior citizen residing in a senior citizen housing project shall, upon  
21 providing written notice to the landlord, be permitted to own,  
22 harbor, or care for a domesticated animal while residing in the  
23 project.

24 b. A landlord shall not require a senior citizen residing in a  
25 project to remove, by sale, donation, gift, or otherwise, any  
26 domesticated animal that the senior citizen owns, harbors, or cares  
27 for in accordance with subsection a. of this section, except as  
28 provided in N.J.S.46A:10-4.

29 46A:10-3. Arbitrary refusal to renew lease prohibited; penalty;  
30 immunity of landlord. a. A landlord shall not arbitrarily refuse to  
31 renew a lease for a dwelling unit in a senior citizen housing project  
32 to a senior citizen who owns, harbors, or cares for a domesticated  
33 animal in accordance with subsection a. of N.J.S.46A:10-2, except  
34 as provided in N.J.S.46A:10-4.

35 b. A landlord who arbitrarily refuses to renew a lease under this  
36 section shall be subject to a civil penalty of not more than \$500 for  
37 each offense. The senior citizen resident may commence an action  
38 to enforce a penalty against the landlord in a summary proceeding  
39 under the "Penalty Enforcement Law of 1999," P.L.1999,  
40 c.274 (C.2A:58-10 et seq.). Jurisdiction for such an action shall be  
41 in the Special Civil Part of the Law Division of the Superior Court  
42 in the county or the municipal court of the municipality in which  
43 the project is located. The court shall remit any recovery to the  
44 senior citizen resident who commences the action.

45 46A:10-4. Allowable circumstances for refusal to renew lease.  
46 A landlord may refuse to renew a lease covered by this chapter, or  
47 may require that a senior citizen remove a domesticated animal  
48 from a dwelling unit in a project under the following circumstances:

1       a. when the existence of the domesticated animal or the senior  
2 citizen's refusal to comply with the rules and regulations governing  
3 domesticated animals is a violation of federal, State, or local  
4 building, health, or use codes;

5       b. when the senior citizen fails to care properly for the  
6 domesticated animal;

7       c. when the senior citizen fails to control properly the  
8 domesticated animal by use of a leash, if appropriate, or other  
9 necessary safety devices when walking or taking the domesticated  
10 animal to or from the dwelling unit or while on the land appurtenant  
11 thereto, or fails to take prompt action to remove any animal waste  
12 when requested by the landlord; or

13       d. when the senior citizen fails to confine the domesticated  
14 animal's body waste functions to areas that do not interfere with the  
15 ingress and egress to or from the senior citizen housing project or to  
16 or from the apartment itself, or with the use of common areas in and  
17 about the senior citizen housing project by the other residents  
18 thereof and their invitees.

19       46A:10-5. Guard dog. The presence of a guard dog used by the  
20 landlord shall not constitute a waiver of the provisions of this  
21 chapter.

22       46A:10-6. Rights of persons with disabilities. Nothing in this  
23 chapter shall impair the rights of a person with disabilities to own,  
24 harbor, or care for a domesticated animal, including guide dogs,  
25 service animals, and emotional support, therapeutic, or companion  
26 animals in accordance with the "Law Against Discrimination,"  
27 P.L.1945, c.169 (C.10:5-1 et seq.), and applicable federal law.

28       46A:10-7. Removal of animal that is continuing nuisance. a.  
29 Nothing in this chapter shall limit the legal rights and remedies of a  
30 landlord either:

31       (1) to remove, in accordance with a lease or master deed and  
32 bylaws, a domesticated animal that constitutes a continuing  
33 nuisance to the welfare or property of the landlord or to the other  
34 residents of a senior citizen housing project; or

35       (2) to otherwise enforce the landlord's or the residents' legal  
36 rights and remedies.

37       b. In an action to remove a domesticated animal or to evict a  
38 senior citizen from a project for violation of a lease due to the  
39 presence of a domesticated animal that is alleged to be a continuing  
40 nuisance, the plaintiff shall have the burden of proof.

41       46A:10-8. Rules; regulations. a. A landlord may promulgate  
42 reasonable written rules and regulations, in accordance with this  
43 chapter, relating to the care and maintenance of domesticated  
44 animals by senior citizens, except that a landlord may not require  
45 that the domesticated animal be spayed or neutered.

46       b. The landlord shall give, in writing, any rules and regulations  
47 that the landlord promulgates to the residents of each dwelling unit  
48 in the project and the landlord shall incorporate the rules and

1 regulations within each lease upon its subsequent renewal and the  
2 master deed and bylaws, as applicable.

3 c. A landlord may require that a senior citizen remove from the  
4 project any offspring of the domesticated animal eight weeks after  
5 the birth or earlier, if the offspring may be removed without  
6 unreasonable danger to the health of the offspring or the animal.

7 46A:10-9. Rights of municipality not limited. Subject to the  
8 requirements of N.J.S.46A:10-6, nothing in this chapter shall limit  
9 the rights of a municipality to prohibit, by ordinance, the owning,  
10 harboring, or keeping of certain species of animals within the  
11 municipality.

12 46A:10-10. Immunity of landlord. A landlord who complies  
13 with this chapter shall not be liable to respond in damages in any  
14 civil action for injury to persons or property caused by a  
15 domesticated animal owned, harbored, or cared for by a senior  
16 citizen who complies with this chapter. However, nothing in this  
17 section shall grant the landlord immunity for a willful or wanton act  
18 or omission.

19

20 CHAPTER 11. TENANT ORGANIZATION ACCEPTING  
21 UTILITY BILLING

22 46A:11-1. Tenants' organization permitted to accept  
23 billing for utility.

24 46A:11-2. Deduction of certain utility costs from rental  
25 payment.

26 46A:11-1. Tenants' organization permitted to accept billing for  
27 utility. In those cases where a landlord is responsible for the  
28 payment of the utility service, whenever an electric, gas, water, or  
29 sewer public utility provides written notice to tenants in residential  
30 rental premises of a proposed discontinuance of service and those  
31 tenants indicate a desire to continue the service, the utility shall  
32 permit a tenants' organization representing the tenants to accept the  
33 billing for the service if the utility determines that it is not feasible  
34 to bill each tenant individually. The billing shall include the  
35 periodic billing for current charges and a statement of any  
36 arrearage, which is unpaid by the landlord for service previously  
37 supplied by the utility. If the utility receives payment, the utility  
38 shall continue providing the service to the rental premises.

39 46A:11-2. Deduction of certain utility costs from rental  
40 payment. When a tenants' organization agrees to accept billing for  
41 a utility service, the tenants comprising the membership of the  
42 organization accepting and paying such billing shall be permitted to  
43 deduct, from each of their respective rental payments to the  
44 landlord, an amount corresponding to the tenant's contribution  
45 towards the currently due utility payment and the arrearage, if any,  
46 owed by the landlord; provided, however, that any contribution by a  
47 tenant to the arrearage shall not exceed 15 percent of the tenant's

1 rental payment that would have been payable to the landlord but for  
2 the contribution.

3

4 ARTICLE 3. LANDLORD IDENTITY REGISTRATION

5 CHAPTER 12. LANDLORD IDENTITY REGISTRATION

6 46A:12-1. Definitions.

7 46A:12-2. Construction and application with "Hotel and  
8 Multiple Dwelling Law."

9 46A:12-3. Certificate of registration; filing; separate  
10 lead-paint registration.

11 46A:12-4. Contents of certificate.

12 46A:12-5. Indexing and inspection of certificate;  
13 validation.

14 46A:12-6. Amendment to certificate of registration;  
15 filing.

16 46A:12-7. Provision of copy and certificate of  
17 registration to tenant if not in lease; posting.

18 46A:12-8. Penalty for violation of chapter; failure to  
19 comply with order to register property.

20 46A:12-9. Service by mail upon record owner who  
21 cannot be served within the county or municipality, or upon  
22 Superior Court clerk.

23 46A:12-10. Judgment for possession in favor of landlord;  
24 compliance with chapter.

25 46A:12-11. Right of municipality or Department of  
26 Community Affairs.

27 46A:12-1. Definitions. For the purposes of this chapter:

28 "Common ownership association" means an association  
29 managing the common or shared elements or interests of owners  
30 including, but not limited to, a council of co-owners of a horizontal  
31 property regime, a condominium association, an association  
32 managing the common or shared elements or interests in a fee  
33 simple community, or a cooperative association.

34 "Landlord" means an owner of any building or project in which  
35 there are residential rental premises including, but not limited to,  
36 any multiple dwelling subject to the "Hotel and Multiple Dwelling  
37 Law," P.L.1967, c.76 (C.55:13A-1 et seq.). "Landlord" also means  
38 the following owners if the owner is renting a dwelling unit to a  
39 tenant: (1) an owner of an apartment in a horizontal property regime  
40 as defined in the "Horizontal Property Act," P.L.1963,  
41 c.168 (C.46:8A-1 et seq.); (2) an owner of a dwelling unit in a  
42 condominium as defined in the "Condominium Act," P.L.1969,  
43 c.257 (C.46:8B-1 et seq.); (3) an owner of a dwelling unit in a fee  
44 simple community as defined in section 1 of P.L.1989,  
45 c.299 (C.40:67-23.2); (4) an owner in a cooperative entity as  
46 defined in "The Cooperative Recording Act of New Jersey,"  
47 P.L.1987, c.381 (C.46:8D-1 et seq.); or (5) any other owner of a  
48 dwelling unit in a real property development of a kind now existing

1 or yet to be developed. "Landlord" does not mean a cooperative  
2 corporation, unless the corporation rents a dwelling unit to a person  
3 other than a proprietary shareholder of the cooperative. However, a  
4 common ownership association or cooperative corporation shall  
5 comply with the registration requirements of section 12 of  
6 P.L.1967, c.76 (C.55:13A-12) with respect to any multiple dwelling  
7 as a whole.

8 "Multiple dwelling" means (1) any building in which three or  
9 more dwelling units are occupied or are intended to be occupied by  
10 three or more persons or households who live independently of each  
11 other, or (2) any group of ten or more buildings on a single parcel  
12 of land or in a project, in each of which two dwelling units are  
13 occupied or intended to be occupied by two persons or households  
14 who live independently of each other, except as excluded under the  
15 "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et  
16 seq.).

17 "Owner" means the person who holds record title to a building,  
18 project, or dwelling unit.

19 "Owner-occupied" means personally and lawfully occupied as  
20 the primary residence of the owner or a member of the owner's  
21 household if the owner has temporarily taken lodging elsewhere.

22 "Primary residence" means the residence where the owner  
23 resides a majority of the time.

24 "Project" means a group of buildings under common or  
25 substantially common ownership that stand on a single parcel or  
26 more than one contiguous parcel of land, and is named, designated  
27 or advertised as a common entity. Public rights-of-way incidental  
28 to such buildings shall not be deemed to disrupt the contiguity of  
29 such parcels.

30 "Temporarily" means for a period lasting no more than 90 days  
31 when the owner either already maintains a primary residence or  
32 intends to establish a primary residence and does so within 90 days  
33 after taking lodging elsewhere.

34 "Unit of dwelling space" or "dwelling unit" means a room or  
35 rooms, floor or floors of rooms, suite, or apartment, whether  
36 furnished or unfurnished, occupied, intended, or designed to be  
37 occupied for sleeping or dwelling purposes by one person including,  
38 but not limited to, the owner or by one household including, but not  
39 limited to, the household of the owner.

40 46A:12-2. Construction and application with "Hotel and  
41 Multiple Dwelling Law." a. This chapter shall be applicable only  
42 to buildings and projects in which premises are rented or offered for  
43 rent for residential purposes.

44 b. This chapter shall be construed, where appropriate, in  
45 conjunction and consistent with the "Hotel and Multiple Dwelling  
46 Law," P.L.1967, c.76 (C.55:13A-1 et seq.).

47 c. A landlord who has complied with former P.L.1974,  
48 c.50 (C.46:8-27 et seq.) or with the "Hotel and Multiple Dwelling

1 Law," P.L.1967, c.76 (C.55:13A-1 et seq.), with regard to any  
2 building or project, shall not be required to register the building or  
3 project again pursuant to this chapter. After the effective date of  
4 P.L. , c. (pending before the Legislature as this bill), a landlord  
5 who is required to file an amended certificate of registration  
6 pursuant to this chapter or the "Hotel and Multiple Dwelling Law,"  
7 P.L.1967, c.76 (C.55:13A-1 et seq.), shall do so in accordance with  
8 this chapter.

9 46A:12-3. Certificate of registration; filing; separate lead-paint  
10 registration. a. A landlord of rental premises, as defined in this  
11 chapter, shall file a certificate of registration, within seven days  
12 after becoming a landlord, in the manner set forth below.

13 b. If the rental premises are a multiple dwelling, the landlord  
14 shall file the certificate with the bureau in accordance with section  
15 12 of P.L.1967, c.76 (C.55:13A-12).

16 c. If the rental premises consists of a single dwelling unit, or  
17 consists of two dwelling units, neither of which is owner-occupied,  
18 the landlord shall file the certificate with:

19 (1) the clerk of the municipality in which the rental premises is  
20 located; and

21 (2) the bureau for the purpose of lead paint inspection on forms  
22 prescribed by the commissioner, provided that this paragraph shall  
23 not be applicable if the premises:

24 (a) have been certified by a certified lead paint inspector or  
25 evaluator to be free of lead-based paint or to have a lead-free  
26 interior, as those terms are defined by regulations promulgated  
27 hereunder and pursuant to section 2 of P.L.2007, c.251 (C.46:8-  
28 28.5);

29 (b) were constructed during or after 1978; or

30 (c) are a seasonal rental unit which is rented for less than six  
31 months duration each year.

32 d. If the rental premises consists of two dwelling units, one of  
33 which is owner-occupied, the landlord shall file only with the  
34 bureau, for the purpose of lead-based paint inspection, a certificate  
35 of registration on forms prescribed by the commissioner for this  
36 purpose; provided, however, that this section shall not be applicable  
37 if the premises:

38 (1) have been certified by a certified lead paint inspector or  
39 evaluator to be free of lead-based paint or to have a lead-free  
40 interior as those terms are defined by regulations promulgated  
41 hereunder and pursuant to section 2 of P.L.2007, c.251 (C.46:8-  
42 28.5);

43 (2) were constructed during or after 1978; or

44 (3) are a seasonal rental unit as defined in this Title.

45 e. Any filing with the bureau that is required by this section  
46 shall be accompanied by a filing fee not exceeding the filing fee for  
47 multiple dwellings established by section 12 of P.L.1967,  
48 c.76 (C.55:13A-12). The filing fee with the municipality, if



1 required, shall not exceed the filing fee for multiple dwellings,  
2 established by 12 of P.L.1967, c.76 (C.55:13A-12).

3 46A:12-4. Contents of certificate. a. The certificate of  
4 registration shall contain the following information:

5 (1) the name, mailing address, e-mail address, if available, and  
6 telephone number of each owner of the rental premises;

7 (2) if the owner of the premises or the rental business is a  
8 general partnership, the names and mailing address of all general  
9 partners shall be provided. In the case of a limited liability  
10 partnership, the name and address of the managing partner or agent  
11 who has the authority to act on behalf of the partnership shall be  
12 provided. In the case of a corporation, the name and mailing  
13 address of the registered agent and all corporate officers shall be  
14 provided. In the case of a limited liability company, the names and  
15 mailing addresses of the managing members of the limited liability  
16 company shall be provided;

17 (3) if no owner is located in the county in which the premises  
18 are located, the name, mailing address, e-mail address, if available,  
19 and telephone number of a person who resides in the county in  
20 which the premises are located and is authorized to accept notices  
21 from a tenant, to issue receipts therefore, and to accept service of  
22 process on behalf of the owner;

23 (4) the name, mailing address, e-mail address, if available, and  
24 telephone number of the property manager or managing agent of the  
25 premises, if any;

26 (5) the name, mailing address, e-mail address, if available, and  
27 telephone number, including the unit number, of the superintendent,  
28 janitor, custodian, or other individual employed by the owner or  
29 managing agent to provide regular maintenance service, if any;

30 (6) the name, mailing address, e-mail address, if available, and  
31 telephone number of an individual who (a) has the authority to  
32 make emergency decisions concerning repairs or expenditures  
33 related to repairs to the building and any units in it; (b) may be  
34 reached at any time in the event of any emergency affecting the  
35 premises or any unit therein; and (c) shall, at all times, have access  
36 to a current list of building tenants that shall be made available to  
37 emergency personnel as required in the event of an emergency;

38 (7) the name and mailing address of the mortgage service  
39 provider and every holder of a recorded mortgage on the premises,  
40 if known;

41 (8) if fuel oil is provided by the landlord to heat the building,  
42 the name, mailing address, and telephone number of the fuel oil  
43 dealer servicing the building and the grade of fuel oil used; and

44 (9) the date of preparation of the certificate of registration.

45 b. For the purposes of this section:

46 "Mailing address" means the street address and the dwelling unit,  
47 apartment, or room number.

- 1       46A:12-5. Indexing and inspection of certificate; validation. a.  
2 All certificates of registration filed with the bureau shall be  
3 reviewed and, if found to be in conformity with this chapter and any  
4 regulations promulgated hereunder, validated by the bureau. The  
5 bureau shall then issue a validated copy to the record owner or the  
6 person who filed the original, if different than the record owner, and  
7 with respect to those rental premises for which filing with the  
8 municipality is required, to the clerk of the municipality in which  
9 the building or project is located.
- 10       b. All certificates of registration filed with the clerk of the  
11 municipality, and all validated certificates issued to the clerk by the  
12 bureau, shall be indexed and recorded by the clerk and made  
13 reasonably available for public inspection. The clerk may disclose  
14 to any person making inquiry whether a validated certificate of  
15 inspection has been filed for any designated property.
- 16       46A:12-6. Amendment to certificate of registration; filing. A  
17 landlord required to file a certificate of registration under this  
18 chapter shall file an amended certificate of registration within 20  
19 days after any change in the information required to be included  
20 thereon. No fee shall be required for the filing of an amendment,  
21 except where the ownership of the premises is changed. The  
22 amended certificate of registration shall contain the date of its  
23 preparation.
- 24       46A:12-7. Provision of copy and certificate of registration to  
25 tenant if not in lease; posting. a. Unless the tenancy is governed by  
26 a written lease that includes or attaches, in a prominent manner, the  
27 information that N.J.S.46A:12-4 requires to be contained in the  
28 certificate of registration, the landlord shall serve each tenant with a  
29 copy of the certificate of registration containing the information  
30 within:
- 31       (1) seven days after filing the certificate of registration with the  
32 clerk or bureau in accordance with N.J.S.46A:12-3; or
- 33       (2) if the tenant enters into a lease or occupies the rental  
34 premises subsequent to the filing of the certificate of registration  
35 with the clerk or bureau in accordance with N.J.S.46A:12-3, seven  
36 days after the tenant enters into a lease or occupies the rental  
37 premises.
- 38       b. In the case of an amended certificate of registration required  
39 by N.J.S.46A:12-6, the landlord shall serve each tenant with a copy  
40 of the amended certificate within seven days after filing it with the  
41 clerk or bureau.
- 42       c. A landlord who has already filed a certificate of registration  
43 in accordance with subsection a. of N.J.A.C.5:10-1.11, may serve  
44 the tenant with a copy of that certificate instead of a certificate of  
45 registration required by subsection a. of this section.
- 46       d. Every landlord shall also keep a copy of the current filed or  
47 validated certificate of registration posted in one or more locations

1 at the rental building, so that the statement is prominent and  
2 accessible to all tenants and public officials.

3 46A:12-8. Penalty for violation of chapter; failure to comply  
4 with order to register property. a. A landlord found to have violated  
5 any provision of this chapter shall be liable in an amount of not  
6 more than \$500 for each offense. The commissioner, the Attorney  
7 General, or any other person shall commence an action to enforce a  
8 penalty against the landlord by a summary proceeding under the  
9 "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10  
10 et seq.). Jurisdiction for such an action shall be in the Superior  
11 Court in the county or the municipal court of the municipality, in  
12 which the premises are located. If the municipality or any person,  
13 other than the Attorney General, commences the action, the court  
14 shall remit any recovery to the municipality in which the premises  
15 subject to the proceeding is located.

16 b. A landlord who fails to comply with a final order of the  
17 commissioner, pursuant to the "Penalty Enforcement Law of 1999,"  
18 P.L.1999, c.274 (C.2A:58-10 et seq.), to register any property  
19 subject to subsection d. of N.J.S.46A:12-3 shall also be liable for a  
20 penalty of \$200 for each registration so ordered. The commissioner  
21 may issue a certificate to the clerk of the Superior Court that a  
22 landlord is indebted to the department for the payment of such  
23 penalty and thereupon the clerk shall enter upon the record of  
24 docketed judgments the name of the owner, a designation of the  
25 statute under which the penalty is imposed, the amount of the  
26 penalty so certified, and the date of such certification. The making  
27 of the entry shall have the same force and effect as the entry of a  
28 docketed judgment in the office of such clerk.

29 46A:12-9. Service by mail upon record owner who cannot be  
30 served within the county or municipality, or upon Superior Court  
31 clerk. a. In any action against a landlord who has not complied with  
32 this chapter and cannot otherwise be served within the county or  
33 municipality, the summons and complaint may be served by  
34 certified and regular mail upon the owner of the building, project,  
35 or multiple dwelling at the last address listed in the tax records of  
36 either the municipality or county, or, if the owner has not changed  
37 since the last registration filing or validation, at the address listed in  
38 the most current filed or validated certificate of registration. If the  
39 owner is a limited liability company or a corporation, the summons  
40 and complaint may be served by certified and regular mail upon the  
41 company or corporation's registered agent. Service in accordance  
42 with this section shall be deemed proper service on the landlord,  
43 even if the landlord is not served within the county or municipality  
44 in which the court issuing the summons is located.

45 b. If service under subsection a. of this section cannot be made,  
46 service of process on the clerk of the Superior Court, Law Division,  
47 Special Civil Part or of the municipal court having jurisdiction over  
48 the municipality in which the property is located shall be deemed

1 proper service on the landlord upon submission, to the satisfaction  
2 of the court, of:

3 (1) the tenant's certification that the tenant does not know the  
4 landlord's whereabouts after having made a diligent effort,  
5 satisfactory to the court, to locate the landlord; and

6 (2) proof of the failure of service by certified mail in accordance  
7 with subsection a. of this section.

8 46A:12-10. Judgment for possession in favor of landlord;  
9 compliance with chapter. a. No judgment for possession shall be  
10 entered in favor of a landlord who has failed to comply with this  
11 chapter. The court shall defer the entry of a judgment for  
12 possession for up to 60 days, at which time the court shall dismiss  
13 the action, unless the landlord submits to the court proof of  
14 registration and service of the certificate of registration on the  
15 tenant within the 60 days.

16 b. Notwithstanding subsection a. of this section, if the landlord  
17 demonstrates that relocation assistance to which the tenant is  
18 entitled under applicable law has been paid, a judgment for  
19 possession may be entered in favor of a landlord who has not filed a  
20 certificate of registration for a dwelling unit from which the  
21 landlord seeks to evict a tenant pursuant to paragraph (3) of  
22 subsection c. of N.J.S.46A:15-1.

23 46A:12-11. Right of municipality or Department of Community  
24 Affairs. This chapter sets forth a uniform and comprehensive  
25 system of registration of rental properties used for residential  
26 purposes and the information that landlords of the rental premises  
27 must provide. This chapter is intended to satisfy and preempt any  
28 municipal ordinance adopted pursuant to section 3 of P.L.1962,  
29 c.66 (C.40:48-2.12c) that requires registration of landlords of the  
30 rental premises. However, nothing in this chapter shall limit:

31 a. the right of a municipality to require registration of the  
32 owners and management of buildings, projects, or multiple  
33 dwellings as part of a rent control ordinance or to serve purposes  
34 that are authorized by statute and are different from the purposes of  
35 this chapter; or

36 b. the right of the department to require owners of real property  
37 on which there are rental premises used for residential purposes to  
38 register the real property in accordance with other statutes.

39

#### 40 ARTICLE 4. SECURITY DEPOSITS

#### 41 CHAPTER 13. SECURITY DEPOSITS

42 46A:13-1. Landlord and tenant for the purpose of this  
43 chapter.

44 46A:13-2. Application of chapter.

45 46A:13-3. Purpose and amount of security deposit.

46 46A:13-4. Investment of security deposit.

47 46A:13-5. Tenant cooperation to invest security deposit.

48 46A:13-6. Notification of investment of security deposit.

- 1 46A:13-7. Accrued interest or earnings for security  
2 deposit; disposition.
- 3 46A:13-8. Procedure on conveyance of property.
- 4 46A:13-9. Release from liability on transfer.
- 5 46A:13-10. Return of security deposit; termination of  
6 lease; vacancy of tenant; no deduction during tenancy.
- 7 46A:13-11. Retroactivity; date of compliance.
- 8 46A:13-12. Small claims jurisdiction of actions on  
9 security deposits.
- 10 46A:13-13. Security deposit recovery; court action not  
11 required for tenant receiving financial assistance.
- 12 46A:13-14. Enforcement of trust by civil action; trust on  
13 insolvency or bankruptcy of person receiving security deposit.
- 14 46A:13-15. Violations; double damages; attorney's fees  
15 and costs; civil and criminal penalties.
- 16 46A:13-16. Alternatives to securing the tenant's  
17 performance.
- 18 46A:13-17. Abandoned security deposit.
- 19 46A:13-1. Landlord and tenant for the purpose of this chapter.  
20 For the purposes of this chapter:  
21 "Landlord" includes a representative, agent, and fiduciary for the  
22 landlord and a person who acquires or succeeds to the rights of the  
23 landlord.  
24 "Tenant" includes a lawful representative, including a public  
25 agency, which acts on behalf of a tenant or acquires or succeeds to  
26 the rights of the tenant.
- 27 46A:13-2. Application of chapter. This chapter applies to all  
28 rental premises used for residential purposes except:  
29 a. owner-occupied premises containing not more than three  
30 units in which the owner also rents either one or two units for  
31 residential purposes, unless the tenant, at any time during the  
32 tenancy, provides written notice to the landlord invoking this  
33 chapter and gives the landlord 30 days to comply; and  
34 b. premises for "seasonal use or rental", as defined in chapter 1  
35 of this Title, unless the real property is rented or used for residential  
36 purposes for seasonal, temporary, or migrant farm workers in  
37 connection with any work or place where work is being performed.  
38 The landlord shall have the burden of proving the nature of the use  
39 of the real property in accordance with this subsection.
- 40 46A:13-3. Purpose and amount of security deposit. a. As part of  
41 the lease, a landlord may require a security deposit for the rental of  
42 real property used for residential purposes. A security deposit is  
43 money that is deposited to secure the tenant's performance under the  
44 lease and to compensate or reimburse a landlord for any breach of  
45 the lease attributable to the tenant, including non-payment of rent  
46 and physical damage to the rental premises beyond normal wear and  
47 tear. The security deposit at all times remains the tenant's property

1 and the landlord shall maintain and return the security deposit to the  
2 tenant in accordance with this chapter.

3 b. The amount of a security deposit shall not exceed one and  
4 one-half times the monthly rent. Any additional amount required  
5 by the lease in any 12-month period shall not be greater than 10  
6 percent of the then current security deposit and at no time may the  
7 amount of the security deposit exceed one and one-half times the  
8 monthly rent.

9 c. If more than one and one-half times the monthly rent is  
10 collected by a landlord in violation of this section, the tenant, at any  
11 time during the tenancy and without agreement of the landlord or  
12 court order, may request that the landlord apply the amount of the  
13 security deposit in excess of one and one-half times the monthly  
14 rent to the payment of rent. The tenant may also seek recovery of  
15 an award against a landlord for a violation of this section in  
16 accordance with subsection b. of N.J.S.46A:13-15.

17 d. The tenant may pay the security deposit in installments, in  
18 accordance with the lease or in accordance with a written schedule  
19 agreed to by both the landlord and tenant that is made part of the  
20 lease. However, the landlord shall not be required to accept  
21 payment of the security deposit in installments.

22 e. The landlord receiving installment payments under subsection  
23 d. of this section shall be obligated to serve notice on the tenant in  
24 accordance with paragraph (1) of subsection c. of N.J.S.46A:13-6  
25 within 30 days of receipt of the first payment, but not upon receipt  
26 of each subsequent installment; provided that the information in the  
27 initial notice remains unchanged other than the increase in the  
28 amount of the deposit as a result of the installment.

29 f. If offered by the landlord, the tenant may purchase a surety  
30 bond, in accordance with N.J.S.46A:13-16, in combination with  
31 payment of a portion of a security deposit, so long as the total  
32 amount of security deposit and surety bond principal does not  
33 exceed one and one-half month's rent.

34 46A:13-4. Investment of security deposit. a. Until repaid or  
35 applied in accordance with the lease and this chapter, a security  
36 deposit, including accrued interest or earnings, shall continue to be  
37 the property of the tenant who made the security deposit and shall  
38 be held in trust by the landlord. A security deposit shall not be  
39 mingled with the property or become an asset of the landlord.  
40 However, security deposits for one or more tenants may be  
41 deposited or invested in one account, so long as the landlord  
42 complies with the other provisions of this chapter.

43 b. Unless otherwise required by the Commissioner of Banking  
44 and Insurance, the landlord shall deposit a security deposit in any  
45 financial institution insured by the Federal Deposit Insurance  
46 Corporation or its successor entity, which need not be  
47 headquartered in this State, in a depository account that is:

48 (1) devoted exclusively to security deposits;

1 (2) allows compliance with this chapter;

2 (3) bears a rate of interest that is established at least quarterly,  
3 and similar to the average rate of interest on active interest-bearing  
4 accounts; and

5 (4) maintained in a branch located within the State.

6 c. A landlord shall be required to deposit or invest any security  
7 deposit received in accordance with this section immediately upon  
8 its receipt, or in the case of a tenant in owner-occupied premises  
9 who invokes the provisions of this chapter in accordance with  
10 subsection a. of N.J.S.46A:13-2, within 30 days after the landlord  
11 receives the tenant's notice invoking this chapter, provided that the  
12 landlord or the depository institution receives the information  
13 required in accordance with N.J.S.46A:13-5.

14 46A:13-5. Tenant cooperation to invest security deposit. a. A  
15 tenant shall comply with procedures required by law of the  
16 depository institution where the security deposit is to be invested,  
17 including compliance with State and federal laws regulating  
18 depository and investment accounts. The landlord shall have the  
19 burden of proving that these requirements, and any other  
20 disclosures to the tenant required by this section, were made known  
21 to the tenant.

22 b. If a landlord self-administers the security deposit investment  
23 account, any information required in order for the landlord to  
24 comply with State and federal laws shall be made available by the  
25 tenant to the landlord. The landlord shall notify the tenant, in  
26 writing, if the landlord self-administers the security investment  
27 account, including in the notice (1) a description of the required  
28 information and (2) instructions to the tenant to provide the  
29 information to the landlord in accordance with this section.

30 c. If a depository institution administers the security deposit  
31 investment account, the tenant may provide any information  
32 required in accordance with this section directly to the depository  
33 institution without the information being made available to the  
34 landlord. The landlord shall notify the tenant, in writing, including  
35 in the notice (1) a description of the required information and (2)  
36 instructions to the tenant that the tenant may provide the  
37 information required in accordance with this section directly to the  
38 depository institution without being made available to the landlord.

39 46A:13-6. Notification of investment of security deposit. a. A  
40 landlord shall serve written notice of a deposit or investment  
41 required, pursuant to N.J.S.46A:13-4, to each tenant as set forth  
42 below and otherwise provided in this chapter.

43 b. The notice required by this section shall identify:

44 (1) the name and address of the investment company, State or  
45 federally chartered bank, savings bank, or savings and loan  
46 association in which the deposit or investment is made;

47 (2) the type of account;

48 (3) the account number;

1 (4) the current rate of interest; and

2 (5) the amount of money deposited or invested.

3 c. Except as provided by subsection d. of this section, notice  
4 shall be served:

5 (1) Within 30 days after the receipt of the security deposit, and  
6 within 30 days after each transaction thereafter, in the account  
7 where the security deposit is deposited or invested, except that no  
8 notice shall be required for the periodic posting of interest for any  
9 period less than annually.

10 (2) Within 30 days after transfer of the security deposit from one  
11 depository institution or fund to another, if the change occurs more  
12 than 60 days prior to the date for payment of annual interest to the  
13 tenant in accordance with subsection a. of N.J.S.46A:13-7, except  
14 that in the case of a merger of institutions or funds within 30 days  
15 of the date that the landlord receives notice of that merger.

16 (3) Within 30 days after transfer of the security deposit from one  
17 account to another account if the change in the account occurs more  
18 than 60 days prior to the date for payment of annual interest to the  
19 tenant in accordance with subsection a. of N.J.S.46A:13-7.

20 (4) With each annual interest payment paid to the tenant in  
21 accordance with subsection a. of N.J.S.46A:13-7.

22 (5) Within 30 days after the transfer or conveyance of ownership  
23 or control of the rental premises in accordance with N.J.S.46A:13-8.

24 d. Notice of each annual interest payment credited to the tenant,  
25 in accordance with subsection a. of N.J.S.46A:13-7, shall be  
26 delivered to the tenant by regular mail at the time the credit is  
27 applied.

28 46A:13-7. Accrued interest or earnings for security deposit;  
29 disposition. a. The accrued interest or earnings from the investment  
30 of a security deposit shall be paid to the tenant in cash or, at the  
31 option of the landlord, shall be credited toward the payment of rent  
32 due as of the annual anniversary date of the tenant's lease or as of  
33 January 31 immediately following the creation of the tenancy, and  
34 in each succeeding year if the tenant has been given written notice,  
35 before the next anniversary of the tenant's lease, that interest  
36 payments will be made on or before January 31 of each year.

37 b. Subject to the requirements of subsection c., if a landlord  
38 does not comply with N.J.S.46A:13-4 or N.J.S.46A:13-6, a tenant  
39 may give written notice to the landlord that the security deposit and  
40 an amount representing interest at the rate of seven percent per year  
41 be applied to the rent due or to become due from the tenant.  
42 Thereafter, the tenant shall be without obligation to make and the  
43 landlord shall not be entitled to demand any further security  
44 deposit. Interest required by this subsection shall be calculated  
45 from the date that the landlord fails to comply with this chapter.

46 c. Before applying the security deposit plus interest to rent due,  
47 a tenant shall give written notice to the landlord of the landlord's



1 failure to comply and allow 30 days from the mailing date or hand  
2 delivery of the notice for the landlord to cure the defect if:

3 (1) the annual interest is not paid or credited in accordance with  
4 subsection a. of this section;

5 (2) the annual notice is not provided in accordance with  
6 paragraph (4) of subsection c. of N.J.S.46A:13-6, unless the annual  
7 notice is also serving as a notice of change of account or institution;  
8 or

9 (3) the notice required by N.J.S.46A:13-6 inadvertently omits or  
10 sets forth in error the address of the institution where the deposit or  
11 investment is made or any information required by paragraph (2),  
12 (3), or (4) of subsection b. of N.J.S.46A:13-6.

13 46A:13-8. Procedure on conveyance of property. a. A landlord  
14 shall turn over all security deposits and the accrued interest or  
15 earnings thereon already posted, or the security deposit replacement  
16 fee, if applicable, upon the transfer or conveyance of the rental  
17 premises in the following manner:

18 (1) to the purchaser upon sale at the time of closing, either  
19 directly or by a credit against the purchase price, in which case the  
20 purchaser shall comply with this chapter as though the purchaser  
21 had received the funds directly from the tenant;

22 (2) to the grantee or assignee of the landlord's interests upon  
23 assignment of the lease within five days after delivery of the  
24 instrument of assignment, except that this provision shall not be  
25 applicable to an assignee that is a mortgage lender when the  
26 assignment is in connection with a mortgage secured by the rental  
27 premises;

28 (3) to the grantee or purchaser upon a mortgage foreclosure sale  
29 upon expiration of the right of redemption; or

30 (4) to the person taking title to the rental premises upon the  
31 insolvency or bankruptcy of the landlord within five days after the  
32 making and entry of an order discharging the receiver or trustee.

33 b. Any accrued interest or earnings not yet posted to the security  
34 deposit account at the time of the turnover, in accordance with  
35 subsection a. of this section, shall be turned over to the person or  
36 entity to which the landlord turned over the security deposit and  
37 accrued interest or earnings, in accordance with subsection a. of this  
38 section, or paid directly to the tenant within 10 business days after  
39 posting.

40 c. If the tenant offers and accepts a surety bond, in whole or in  
41 part, the new landlord shall accept the tenant's surety bond and may  
42 not require:

43 (1) during the current lease term, an additional security deposit  
44 or security deposit replacement fee from the tenant or that the  
45 tenant purchase an additional surety bond; or

46 (2) at any lease renewal, a surety bond or a security deposit from  
47 the tenant that, in addition to any existing surety bond or security

1 deposit, is in an aggregate amount in excess of one and one-half  
2 months' rent per dwelling unit.

3 d. Service of written notice of the turnover including, if a  
4 security deposit is being transferred, the information required in  
5 subsection b. of N.J.S.46A:13-6, together with the name and  
6 address of the person to whom the rental premises is conveyed,  
7 shall be made on the tenant by the person to whom the rental  
8 premises is transferred or conveyed within 10 business days of the  
9 conveyance.

10 e. The person to whom the rental premises are transferred or  
11 conveyed, in accordance with subsection a. of this section, shall be  
12 obligated to obtain from the landlord:

13 (1) at the time of the transfer or conveyance any security deposit  
14 that the landlord received from a tenant or previous landlord and  
15 was required to be invested by this chapter, plus the accrued interest  
16 or earnings posted at that time, and written confirmation from the  
17 landlord (a) whether any additional interest has yet to be posted and  
18 (b) the date the posting of such additional interest is scheduled to  
19 occur; and

20 (2) within 10 business days after posting:

21 (a) any interest or earnings not previously turned over or proof  
22 that the interest or earnings were paid directly to the tenant;

23 (b) any security deposit replacement fee paid by the tenant, if  
24 applicable; or

25 (c) any document or agreement evidencing the surety bond  
26 purchased by the tenant, if applicable.

27 f. The person to whom the rental premises is transferred or  
28 conveyed shall comply with this chapter as though the security  
29 deposit, or security deposit replacement fee, had been received  
30 directly from the tenant.

31 46A:13-9. Release from liability on transfer. a. A landlord shall  
32 be relieved from liability to a tenant for the repayment of a security  
33 deposit and accrued interest or earnings that are transferred in  
34 accordance with N.J.S.46A:13-8.

35 b. Even if a security deposit is not transferred at time of the  
36 transfer or conveyance, in accordance with N.J.S.46A:13-8, the  
37 person to whom the rental premises is transferred or conveyed is  
38 responsible for investing the security deposit, giving notice and  
39 paying interest in accordance with this chapter, and for returning  
40 the security deposit, plus any accrued interest or earnings, in  
41 accordance with the lease and this chapter; unless, before expiration  
42 of the lease term, the security deposit and the accrued interest or  
43 earnings are again turned over in accordance with N.J.S.46A:13-8,  
44 or otherwise applied in accordance with this chapter.

45 c. A court shall have discretion not to impose a penalty upon a  
46 successor landlord to whom a security deposit is transferred or  
47 conveyed, in violation of N.J.S.46A:13-10, if the court finds that  
48 the successor landlord (1) returned the security deposit within 30

1 days of the transfer or conveyance and (2) did not knowingly  
2 participate in conduct in violation of N.J.S.46A:13-10 or otherwise  
3 act in bad faith with regard to the tenant's right to the security  
4 deposit.

5 46A:13-10. Return of security deposit; termination of lease;  
6 vacancy of tenant; no deduction during tenancy. a. For the  
7 purposes of this section:

8 "Itemization" means a written statement of how a net sum was  
9 calculated, including a detailed list of the items added to and  
10 deducted from the security deposit.

11 "Net sum" means a security deposit, plus accrued interest or  
12 earnings thereon that have not yet been paid or credited to the  
13 tenant in accordance with N.J.S.46A:13-7, less any reasonable valid  
14 and lawful expenses chargeable to the tenant because of damage to  
15 the rental premises beyond normal wear and tear, failure to pay rent  
16 that is due and owing, or other breach of a valid and enforceable  
17 lease provision that is attributable to that tenant.

18 "Return" of the net sum shall be made by personal delivery,  
19 commercial courier whose regular business is delivery service with  
20 a required signature requested, certified mail, return receipt  
21 requested, or registered mail.

22 b. Within 30 days after a tenancy is terminated and possession is  
23 returned to the landlord or a tenant compelled to vacate and  
24 surrender to the landlord possession of the rental premises, either in  
25 accordance with a chapter of this Title not otherwise noted in this  
26 section or by judgment or mutual agreement of the landlord and  
27 tenant, the landlord shall return to the tenant the net sum, along  
28 with an itemization. Return shall be made to the tenant's last known  
29 address, if no other address is found after diligent, good faith effort.  
30 In the case of multiple tenants, the security deposit shall be returned  
31 to all tenants named on the lease, unless the tenants otherwise  
32 instruct the landlord in writing.

33 c. Within 30 days after a tenancy is terminated and possession is  
34 returned to the landlord, in accordance with N.J.S.46A:8-1, because  
35 of the death of a tenant, the landlord shall return the net sum and  
36 itemization to the executor or administrator or other representative  
37 of the tenant's estate upon proof of that person's appointment and  
38 the appropriate address for return, or, if no appointment is made, to  
39 the co-tenant at the address of the rental premises.

40 d. Within 15 business days after a tenancy is terminated, in  
41 accordance with N.J.S.46A:8-3.2, because of the imminent threat of  
42 serious physical harm from another to the tenant or the tenant's  
43 child due to domestic violence, the landlord shall make available  
44 and return upon demand the net sum and itemization in accordance  
45 with subsection f. of this section. In the case of multiple tenants,  
46 the security deposit shall be returned to all tenants named on the  
47 lease, unless the threatened tenant shares the rental premises with a  
48 co-tenant who is subject to a restraining order, in which case the

1 security deposit shall be deposited with the court that issued the  
2 restraining order and disbursed in accordance with court order.

3 e. Within five business days after a tenant vacates the rental  
4 premises because of fire, flood, condemnation, or evacuation, the  
5 landlord shall make available and return upon demand the net sum  
6 and itemization in accordance with subsection f. of this section;  
7 provided that an authorized public official posts the premises with a  
8 notice prohibiting occupancy or a building inspector, in  
9 consultation with a relocation officer, if applicable, certifies within  
10 48 hours or a reasonable time thereafter that the prohibition of  
11 occupancy is expected to continue longer than seven days and so  
12 notifies the landlord in writing.

13 f. Whenever a net sum under subsection d. or e. of this section is  
14 required to be made available by a landlord for return upon demand,  
15 the landlord shall serve written notice on the tenant within three  
16 business days after receiving notification of the tenant's having  
17 vacated the rental premises, that the net sum is available for return.  
18 The notice shall:

19 (1) include the days and hours when and the location, in the  
20 same municipality as the rental premises, where the net sum will be  
21 available; and

22 (2) be served upon the tenant at the tenant's last known address  
23 with a duplicate notice served upon the relocation officer, or the  
24 municipal clerk if no relocation officer is designated, unless the last  
25 known address of the tenant is the location from which the tenant  
26 has vacated and the mailbox of that address is not accessible during  
27 normal business hours in which case the notice shall also be posted  
28 at each exterior public entrance of the vacated property. The  
29 landlord shall continue to make the net sum available for return  
30 upon demand at the location and during the normal business hours  
31 provided in the notice or, by mutual agreement with the municipal  
32 clerk, have the municipal clerk of the municipality in which the  
33 rental premises is located do so, for a period of 30 days.

34 g. If the net sum made available in accordance with subsection f.  
35 of this section is not demanded and returned to the tenant within the  
36 30-day period, the landlord shall redeposit or reinvest the net sum in  
37 an appropriate interest bearing or dividend yielding account in the  
38 same investment company, State, or federally chartered bank,  
39 savings bank, or savings and loan association from which it was  
40 withdrawn. Disposition of any unclaimed security deposit shall be  
41 made in accordance with the "Uniform Unclaimed Property Act,"  
42 R.S.46:30B-1 et seq.

43 h. In the event that no net sum is payable to a tenant in  
44 accordance with this section, the landlord shall serve an itemization  
45 upon the tenant.

46 i. Notwithstanding this section or any other law to the contrary,  
47 no deductions shall be made from a security deposit of a tenant who

1 remains in possession of the rental premises. However, the tenant  
2 may:

3 (1) apply to rent due or to become due, in accordance with  
4 N.J.S.46A:13-7, a security deposit not lawfully collected or  
5 maintained by a landlord; or

6 (2) apply a lawfully collected and maintained security deposit to  
7 the payment of unpaid rent if (a) a court determines that doing so  
8 will avoid the entry of a judgment of possession against the tenant;  
9 (b) the landlord and the tenant both agree to apply the security  
10 deposit to the payment of unpaid rent, which may include a  
11 repayment schedule, if appropriate; and (c) the court approves the  
12 payment and any agreed-to schedule on the record. As part of its  
13 approval, the court shall require that the tenant restore the security  
14 deposit or be subject to the consequences of not doing so in  
15 accordance with subsection j. of this section.

16 j. A tenant who continues or remains in possession of the rental  
17 premises after return of a security deposit or after application of a  
18 security deposit, in accordance with paragraph (2) of subsection i.  
19 of this section, shall redeliver to the landlord the original security  
20 deposit amount as provided by the agreed-to repayment schedule.  
21 This schedule shall be in the form of a consent or settlement order  
22 and enforced in the same manner as any other consent or settlement  
23 order. The landlord receiving payment or payments under this  
24 subsection shall be obligated to serve only one notice on the tenant,  
25 in accordance with subsection b. of N.J.S.46A:13-6, within 30 days  
26 of receipt of the final payment and shall not be obligated to serve  
27 any other notices under subsection c. of N.J.S.46A:13-6, or mail a  
28 notice under subsection d. of N.J.S.46A:13-6.

29 46A:13-11. Retroactivity; date of compliance. A landlord who  
30 holds a security deposit made before January 1, 2004 must comply  
31 with the requirements of this chapter. A landlord who purchased  
32 the rental premises before January 1, 2004 and did not obtain a  
33 security deposit made prior to that date is not required to comply  
34 with this chapter with regard to that security deposit. A tenant who  
35 made a security deposit prior to January 1, 2004 and whose deposit  
36 was not transferred to the grantee, assignee, or purchaser of or  
37 person taking title to the rental premises shall not be required to  
38 make another security deposit. All actions taken after January 1,  
39 2004, but prior to the effective date of P.L. , c. (pending before  
40 the Legislature as this bill) and all actions taken after the effective  
41 date of P.L. , c. (pending before the Legislature as this bill)  
42 shall be in compliance with this chapter.

43 46A:13-12. Small claims jurisdiction of actions on security  
44 deposits. Disputes between landlord and tenant concerning the  
45 return of all or part of the security deposit shall be cognizable in the  
46 Small Claims Section of the Special Civil Part, Superior Court, Law  
47 Division, as provided by the Rules Governing the Courts of the  
48 State of New Jersey.

1       46A:13-13. Security deposit recovery; court action not required  
2 for tenant receiving financial assistance. A tenant, who receives  
3 financial assistance through any State or federal program, including  
4 welfare or rental assistance, shall not be required to file an action in  
5 court to recover security deposits withheld by a landlord in  
6 violation of N.J.S.46A:13-4 in order to continue participation in any  
7 such program.

8       46A:13-14. Enforcement of trust by civil action; trust on  
9 insolvency or bankruptcy of person receiving security deposit.  
10 a. A trust arising under this chapter shall be enforceable by a civil  
11 action. The court shall have jurisdiction to make any appropriate  
12 order or judgment both pendente lite and final to fully effectuate the  
13 purposes of this chapter.

14       b. The claim of a tenant who paid a security deposit to a  
15 landlord who is insolvent or bankrupt shall constitute a statutory  
16 trust with respect to any money so received and not previously  
17 expended in accordance with the lease or this chapter.

18       46A:13-15. Violations; double damages; attorney's fees and  
19 costs; civil and criminal penalties. a. In an action by a tenant  
20 commenced for the return of money due under N.J.S.46A:13-10, the  
21 court, upon finding for the tenant, shall award recovery of double  
22 the amount of the security deposit to which the tenant is entitled,  
23 together with full costs of the action and, in the court's discretion,  
24 reasonable attorney's fees. For the purposes of this section, if the  
25 landlord has collected a security deposit in an amount that is in  
26 accordance with N.J.S.46A:13-3, the "amount of the security  
27 deposit to which the tenant is entitled" means the security deposit  
28 collected by the landlord, plus interest, less any reasonable valid  
29 and lawful expenses chargeable to the tenant. If the landlord has  
30 collected a security deposit in an amount in excess of that permitted  
31 by N.J.S.46A:13-3, the "amount of the security deposit to which the  
32 tenant is entitled" means the excess amount of the security deposit  
33 collected by the landlord.

34       b. If the landlord, during the tenancy, fails to apply the excess  
35 amount of a security deposit collected in violation of N.J.S.46A:13-  
36 3 to rent due, a court, in an action commenced by the tenant to  
37 compel application of the excess security deposit to rent due, or in  
38 an eviction action commenced by a landlord in which the issue is  
39 raised as a defense to the tenant's nonpayment of rent, upon finding  
40 for the tenant, shall also award recovery to the tenant of an amount  
41 representing interest on the excess security deposit at the rate of  
42 seven percent per year to be applied to the rent due from the tenant,  
43 together with full costs of the action and, in the court's discretion,  
44 reasonable attorney's fees. Interest required by this subsection shall  
45 be calculated from the date that the landlord fails to comply with  
46 this chapter.

47       c. A public entity that made a security deposit on behalf of a  
48 tenant who received financial assistance through a State, county, or

1 federal program including, but not limited to, welfare or rental  
2 assistance may impose a civil penalty of not less than \$500 or more  
3 than \$2,000 for each offense against a landlord who, in violation of  
4 N.J.S.46A:13-4, has willfully withheld from the tenant or refused to  
5 invest the security deposit. This penalty shall be collected and  
6 enforced by summary proceedings pursuant to the "Penalty  
7 Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.).  
8 The public entity which made such security deposit on behalf of the  
9 tenant shall be entitled to any penalty amounts recovered pursuant  
10 to such proceedings.

11 d. The knowing unlawful diversion or consent to the knowing  
12 unlawful diversion of a security deposit may be prosecuted as a  
13 violation of the criminal code.

14 46A:13-16. Alternatives to securing the tenant's performance. a.  
15 A landlord may offer the tenant the alternative to a security deposit  
16 of either purchasing a surety bond or paying a nonrefundable  
17 security deposit replacement fee in accordance with the provisions  
18 of this section. A security deposit replacement fee is a fee designed  
19 as a substitute for a security deposit and is not designed or intended  
20 to compensate the landlord for any extra expenses incidental to the  
21 lease. The security deposit replacement fee may be required instead  
22 of a security deposit only if the landlord offers and the tenant  
23 accepts it in accordance with subsection c. of this section. A  
24 landlord may also offer the tenant the option of combining payment  
25 of a partial security deposit with purchasing a surety bond, so long  
26 as the total amount of security deposit and surety bond principal  
27 does not exceed one and one-half months' rent. A landlord shall  
28 not, however, require a security deposit replacement fee and another  
29 form of security from a tenant. In addition, a landlord shall not  
30 require, as a condition of the lease or otherwise, a surety bond or  
31 the payment of a security deposit replacement fee in place of a  
32 security deposit, or the combination of security deposit and surety  
33 bond, and a tenant shall not use a surety bond or a security deposit  
34 replacement fee unless that alternative is offered by the landlord.

35 b. (1) A surety bond issued under this section may only be  
36 issued by a surety licensed by the Department of Banking and  
37 Insurance.

38 (2) The amount of the surety bond principal shall be no more  
39 than the maximum amount of security deposit allowed by  
40 N.J.S.46A:13-3 and the cost of the premium for the surety bond  
41 shall not exceed 20 percent of the amount of the surety bond  
42 principal. If the surety bond purchase is combined with the  
43 payment of a partial security deposit, the amount of the surety bond  
44 principal shall be no more than the maximum allowable security  
45 deposit, less the amount of the security deposit actually paid. The  
46 premium shall be nonrefundable; provided that if the landlord does  
47 not accept the bond or the tenant does not enter into a lease with the

1 landlord, the landlord shall refund the premium or any portion  
2 thereof that has been paid by the tenant.

3 (3) The tenant remains responsible for performance of the  
4 tenant's obligations under the lease including, but not limited to,  
5 payment of all unpaid rent and payment for physical damage to the  
6 rental premises beyond normal wear and tear, and may be required  
7 to reimburse the surety for amounts the surety paid to the landlord  
8 because of a claim against the tenant under the surety bond.

9 (4) Prior to the tenant's purchase of the surety bond, the landlord  
10 shall serve the tenant with written notification that:

11 (a) the surety bond premium is nonrefundable unless the  
12 landlord does not accept the bond or the tenant does not enter into a  
13 lease with the landlord; in which case, the premium is refundable in  
14 accordance with paragraph (2) of this subsection. The word  
15 "nonrefundable" shall be conspicuously placed on the first page of  
16 the notification in bold lettering;

17 (b) the surety bond is not insurance for the tenant;

18 (c) the surety bond is being purchased in place of the tenant's  
19 payment of a security deposit under this chapter, or in combination  
20 with the tenant's payment of a partial security deposit;

21 (d) the tenant may be required to reimburse the surety for  
22 amounts the surety paid to the landlord because of a claim against  
23 the tenant under the surety bond;

24 (e) the tenant remains responsible for performance of the  
25 tenant's obligations under the lease including, but not limited to,  
26 payment of all unpaid rent and payment for physical damage to the  
27 rental premises beyond normal wear and tear; and

28 (f) the landlord shall forfeit the right to make any claim against  
29 the tenant under the surety bond if the landlord fails to comply with  
30 the requirements of this chapter.

31 (5) Subsequent to the tenant's purchase of the surety bond, the  
32 landlord or surety shall deliver, by regular mail to the tenant, a copy  
33 of any agreement or document signed by the tenant at the time of  
34 the tenant's purchase of the surety bond.

35 (6) The landlord shall forfeit the right to make any claim against  
36 the tenant under the surety bond if the landlord fails to comply with  
37 the requirements of this section.

38 c. (1) The cost of a security deposit replacement fee shall not  
39 exceed one-third of the maximum amount of security deposit  
40 allowed by subsection b. of N.J.S.46A:13-3.

41 (2) The security deposit replacement fee shall be paid once, at  
42 the time of signing of the lease, and shall not be refundable.

43 (3) A landlord may not collect a security deposit replacement  
44 fee from a tenant unless the landlord offers the tenant, in the lease  
45 or in a writing provided to the tenant at the time the lease is signed,  
46 an option to pay a security deposit replacement fee in place of a  
47 security deposit under this chapter, and the tenant accepts the option  
48 in writing. The lease or writing shall state:



1 (a) the security deposit replacement fee is a one-time  
2 nonrefundable fee. The word "nonrefundable" shall be  
3 conspicuously placed on the first page of the lease or other writing  
4 and in bold lettering;

5 (b) the security deposit replacement fee is being paid in place of  
6 the tenant's payment of a security deposit under this chapter; and

7 (c) the tenant remains responsible for performance of the  
8 tenant's obligations under the lease including, but not limited to,  
9 payment of all unpaid rent and maintaining the rental premises in  
10 good condition except for normal wear and tear; provided that a  
11 landlord who accepts a security deposit replacement fee may not  
12 seek to obtain a judgment against the tenant for physical damages to  
13 the rental premises, unless the damages are deemed by a court to be  
14 the result of the tenant's intentional or grossly negligent conduct  
15 and not otherwise paid for by insurance, whether the landlord's or  
16 tenant's, or the damages exceed the amount that would have been  
17 due in accordance with subsection b. of N.J.S.46A:13-3.

18 (4) The tenant shall remain responsible for performance of the  
19 tenant's obligations under the lease including, but not limited to,  
20 payment of all unpaid rent and maintaining the rental premises in  
21 good condition except normal wear and tear; provided that a  
22 landlord who accepts a security deposit replacement fee may not  
23 obtain a judgment against the tenant for physical damages to the  
24 rental premises, unless the damages are deemed by a court to be the  
25 result of the tenant's intentional or grossly negligent conduct and  
26 not otherwise paid by insurance, whether the landlord's or tenant's,  
27 or the damages exceed the amount that would have been due in  
28 accordance with subsection b. of N.J.S.46A:13-3.

29 d. If the landlord's interest in the rental premises is transferred  
30 or conveyed, the new landlord shall, in accordance with  
31 N.J.S.46A:13-8, accept the tenant's surety bond posted with the  
32 prior landlord or collect from the prior landlord the security deposit  
33 replacement fee paid to the prior landlord. No new or additional  
34 form of security may be required during the tenancy except as  
35 permitted by N.J.S.46A:13-3 or subsections i. and j. of  
36 N.J.S.46A:13-10.

37 e. If a landlord fails to comply with subsection a., paragraph  
38 (2) of subsections b., or paragraph (1) or (4) of subsection c. of  
39 N.J.S.46A:13-16, the tenant may commence an action to recover  
40 double the maximum amount of the security deposit allowed by  
41 N.J.S.46A:13-3, together with full costs and, in the court's  
42 discretion, reasonable attorneys' fees.

43 46A:13-17. Abandoned security deposit. The holder in  
44 possession of a security deposit that is presumed to be abandoned  
45 and subject to custody as unclaimed property under the "Uniform  
46 Unclaimed Property Act," R.S.46:30B-1 et seq., shall comply with  
47 the notice requirements set forth in R.S.46:30B-50.

1 ARTICLE 5. EVICTION  
2 CHAPTER 14. EVICTION GENERALLY  
3 46A:14-1. Tenant, landlord, residential rental premises;  
4 what is included.  
5 46A:14-2. Applicability of this article.  
6 46A:14-3. Eviction of tenants generally.  
7 46A:14-4. Burden of proof on landlord.  
8 46A:14-5. Mandatory renewal of residential tenancy  
9 except for statutory good cause.  
10 46A:14-6. Waiver; prohibited in residential lease.  
11 46A:14-7. Transfer of proceedings into Law or Chancery  
12 Division; trial by jury.  
13 46A:14-1. Tenant, landlord, residential rental premises; what is  
14 included. For the purposes of this article:  
15 "Complex" includes, but is not limited to, a set of buildings or a  
16 manufactured housing community.  
17 "Landlord" includes, but is not limited to, the landlord or lessor,  
18 the agent of the landlord or lessor, an owner or owner's agent, as  
19 appropriate, or a sublandlord. For purposes of any sections of this  
20 article concerning eviction from residential rental premises, the  
21 term "landlord" also includes, unless otherwise stated in this article,  
22 a successor in possession or ownership to a landlord, lessor, or  
23 owner, such as, for example, a foreclosing mortgagee or a purchaser  
24 at a sheriff's sale.  
25 "Rental premises for residential purposes" or "residential rental  
26 premises" includes, but is not limited to, any rental premises, in a  
27 house, apartment, or mobile home or land in a mobile home park,  
28 but does not include campgrounds as defined in the "Campground  
29 Facilities Act," P.L.1999, c.299 (C.5:16-1 et seq.).  
30 "Tenant" includes, but is not limited to, a lessee or tenant at will  
31 or at sufferance or for any duration, or any subtenants, assigns, or  
32 legal representatives of the lessee or tenant.  
33 46A:14-2. Applicability of this article. This article shall not be  
34 applicable to:  
35 a. rooms or other parts of hotels, motels, or guest houses used by  
36 transient guests;  
37 b. nursing homes or continuing care retirement communities;  
38 c. dormitories maintained by educational institutions;  
39 d. transient occupants of a transitional residential facility with  
40 social services, such as a battered women's shelter or a recovering  
41 substance abuse facility; or  
42 e. any dwelling units rented to a legal entity to accommodate the  
43 transient housing needs of the personnel or employees of the legal  
44 entity who otherwise have permanent residences elsewhere. This  
45 subsection does not apply to seasonal tenants.  
46 46A:14-3. Eviction of tenants generally. a. Possession of rental  
47 premises shall be returned to a landlord by execution of a warrant

- 1 for eviction or enforcement of a writ of possession issued pursuant
- 2 to a judgment for possession of the premises.
- 3 b. A tenancy may be terminated and possession of the premises
- 4 returned to a landlord after entry of a judgment for possession in a
- 5 summary action commenced in the Superior Court, Law Division,
- 6 Special Civil Part, upon establishment of a ground for eviction in
- 7 accordance with this article. No claim, other than for eviction, shall
- 8 be joined in a summary action except as permitted by the Rules
- 9 Governing the Courts of the State of New Jersey.
- 10 c. A landlord may also obtain possession of rental premises after
- 11 entry of a judgment for possession in a plenary action in ejectment
- 12 commenced in the Superior Court, Law or Chancery Division, upon
- 13 establishment by the landlord of a ground for eviction in accordance
- 14 with this article.
- 15 d. Forcible or unlawful entry and detainer of rental premises or
- 16 any method of self-help shall not be used by a landlord to evict a
- 17 tenant or obtain possession of rental premises subject to a tenancy.
- 18 e. A provision in a lease waiving this section is against public
- 19 policy and unenforceable.
- 20 46A:14-4. Burden of proof on landlord. The landlord shall have
- 21 the burden of proving any ground for eviction and the facts required
- 22 to obtain a judgment for possession.
- 23 46A:14-5. Mandatory renewal of residential tenancy except for
- 24 statutory good cause. No tenant shall be evicted from residential
- 25 rental premises under N.J.S.46A:15-1, nor shall the lease of a tenant
- 26 in residential rental premises under N.J.S.46A:15-1 fail to be
- 27 renewed, except for good cause in accordance with this article.
- 28 46A:14-6. Waiver; prohibited in residential lease. A provision
- 29 in a lease for residential rental premises covered by N.J.S.46A:15-1,
- 30 whereby the tenant agrees that the tenancy may be terminated or not
- 31 renewed for other than good cause or whereby the tenant waives
- 32 any rights under this article, is against public policy and
- 33 unenforceable.
- 34 46A:14-7. Transfer of proceedings into Law or Chancery
- 35 Division; trial by jury. a. At any time before trial of an action for
- 36 eviction, the landlord or the defendant may apply to the Superior
- 37 Court, Law Division, Special Civil Part, for transfer of the action to
- 38 the Law or Chancery Divisions. The court may order that the action
- 39 be transferred if it determines, in its discretion, that the matter is of
- 40 sufficient importance. The court may also require that all rent due
- 41 and not in dispute at the time of the transfer shall be paid in full
- 42 prior to the transfer.
- 43 b. In determining whether a matter is of sufficient importance,
- 44 the court may consider, but is not limited to consideration of, the
- 45 following factors:
- 46 (1) the complexity of the issues presented, and whether
- 47 discovery or other pretrial procedures are necessary or appropriate;

- 1 (2) the importance to the public good of the issues presented, in
- 2 particular those cases where constitutional issues may be involved;
- 3 (3) the presence of multiple actions for possession arising out of
- 4 the same transaction;
- 5 (4) the amount in controversy, taking into account the alleged
- 6 extensiveness of the defects, the cost of repairs, and the amount of
- 7 rent claimed to be unpaid;
- 8 (5) the need for equitable relief of a permanent nature;
- 9 (6) the appropriateness of class relief;
- 10 (7) the need for uniformity of result;
- 11 (8) the necessity of joining additional parties or claims in order
- 12 to reach a final result; and
- 13 (9) whether the procedural limitations of a summary action,
- 14 other than the unavailability of a jury trial, would significantly
- 15 prejudice substantial interests either of the litigants or of the
- 16 judicial system that would outweigh the prejudice that would result
- 17 from any delay caused by the transfer.
- 18 c. After a summary action for eviction pursuant to this article is
- 19 transferred to the Law Division, either party may demand a trial by
- 20 jury in accordance with the Rules Governing the Courts of the State
- 21 of New Jersey.

22

## 23 CHAPTER 15. GROUNDS FOR EVICTION

- 24 46A:15-1. Eviction; residential rental premises.
- 25 46A:15-2. Eviction; residential premises that are owner-
- 26 occupied or occupied by owner's developmentally disabled family
- 27 member; grounds.
- 28 46A:15-3. Eviction; seasonal or vacation rental premises;
- 29 grounds.
- 30 46A:15-4. Eviction; nonresidential rental premises;
- 31 grounds.
- 32 46A:15-5. Mobile home parks; eviction for signage
- 33 precluded.
- 34 46A:15-6. Eviction due to eminent domain; code or
- 35 zoning enforcement; relocation assistance mandatory.
- 36 46A:15-7. Eviction for foreclosure of mortgage secured
- 37 by residential rental premises precluded.
- 38 46A:15-1. Eviction; residential rental premises. A tenant may
- 39 be evicted from residential rental premises, other than residential
- 40 rental premises covered by N.J.S.46A:15-2 or N.J.S.46A:15-3, only
- 41 upon the establishment, in accordance with this article, of any one
- 42 of the following grounds, which shall be deemed good cause for the
- 43 eviction.
- 44 a. A tenant may be evicted if the tenant:
- 45 (1) fails to pay rent that is due and owing in accordance with the
- 46 lease or other agreement governing the tenancy. Any portion of
- 47 rent unpaid by the tenant but used to continue the service of an
- 48 electricity, gas, water or sewer public utility to the rental premises,

1 after receipt of notice that the service was in danger of  
2 discontinuance because of nonpayment by the landlord, shall not be  
3 deemed to be unpaid rent for the purposes of this section;

4 (2) fails to pay rent after service of a written notice of increase  
5 of rent; provided that the rent increase is not unconscionable and  
6 complies with all laws and municipal ordinances governing rent  
7 increases;

8 (3) willfully or by reason of gross negligence destroys, damages,  
9 or causes or allows destruction or damage to the rental premises or  
10 the real property in which there are the rental premises;

11 (4) at the termination of the lease and after service of written  
12 notice, refuses to accept reasonable changes of substance to the  
13 terms and conditions of the lease, or if the lease is in writing,  
14 refuses to sign a lease that includes reasonable changes of substance  
15 to the terms and conditions of the lease, including but not limited to  
16 a change in the duration of the lease; provided that where a tenant  
17 has received a notice to vacate and demand for possession under  
18 paragraph (6) of subsection b. of N.J.S.46A:16-6 or has a protected  
19 tenancy status pursuant to chapter 28 of this Title, the landlord has  
20 the burden of proving that any change in the terms and conditions  
21 of the lease are reasonable, and do not substantially reduce the  
22 rights and privileges to which the tenant was entitled;

23 (5) is convicted of, pleads guilty to, or, if a juvenile, has been  
24 adjudicated delinquent on the basis of an act which if committed by  
25 an adult would constitute an offense under, any of the criminal  
26 statutes set forth in subparagraph (a), (b), (c), (d), or (e) of this  
27 paragraph; provided that no action for eviction may be brought  
28 pursuant to subparagraph (a), (b), or (c) of this paragraph more than  
29 two years after the date of adjudication or conviction or more than  
30 two years after the person's release from incarceration, whichever is  
31 later:

32 (a) the "Comprehensive Drug Reform Act of 1987,"  
33 N.J.S.2C:35-1 et al., involving the use, possession, manufacture,  
34 dispensing, or distribution of a controlled dangerous substance,  
35 controlled dangerous substance analog, or drug paraphernalia within  
36 the meaning of that act in or on the rental premises, the building and  
37 land appurtenant thereto, or the mobile home park in which the  
38 rental premises are located, and has not, in connection with the  
39 sentence for that offense, either successfully completed, or been  
40 admitted to and continued upon probation while completing, a drug  
41 rehabilitation program pursuant to N.J.S. 2C:35-14;

42 (b) N.J.S.2C:12-1 or N.J.S.2C:12-3, involving assault or  
43 terroristic threats against the landlord, a member of the landlord's  
44 family, or an employee of the landlord;

45 (c) subsection b. of N.J.S.2C:12-1, involving aggravated assault  
46 against one or more other tenants residing in the same building or  
47 complex;

1 (d) N.J.S.2C:20-1 et seq., involving the theft of property from  
2 the landlord, the rental premises, or other tenants residing in the  
3 same building or complex; or

4 (e) any other crime involving intentional creation of an  
5 imminent serious danger to others, to the building, or to the  
6 immediate vicinity of the rental premises;

7 (6) knowingly harbors or harbored a person convicted of or who  
8 pleads guilty to any offense set forth in paragraph (5) of this  
9 subsection or otherwise permits or permitted such person to occupy  
10 the premises for residential purposes, whether continuously or  
11 intermittently, except that this paragraph shall not be applicable to  
12 the harboring of or permitting occupancy by a juvenile who has  
13 been adjudicated delinquent upon the basis of an act, which if  
14 committed by an adult, would constitute the offense of use or  
15 possession under the "Comprehensive Drug Reform Act of 1987,"  
16 N.J.S.2C:35-1 et al. No action for eviction based on an offense  
17 under subparagraphs (a), (b), or (c) of paragraph (5) of this  
18 subsection may be brought more than two years after the  
19 adjudication or conviction or more than two years after the person's  
20 release from incarceration, whichever is later;

21 (7) is found, by a preponderance of the evidence, liable in a civil  
22 action for eviction under this chapter based upon an offense set  
23 forth in paragraph (5) of this subsection, other than an aggravated  
24 assault against other tenants as provided under subparagraph (c) of  
25 paragraph (5) of this subsection, or if the tenant knowingly harbors  
26 a person who committed such an offense or otherwise permits the  
27 person to occupy the premises for residential purposes, whether  
28 continuously or intermittently, except that this subsection shall not  
29 be applicable to the harboring or permitting occupancy by a  
30 juvenile who has been adjudicated delinquent upon the basis of an  
31 act which if committed by an adult would constitute the offense of  
32 use or possession pursuant to the "Comprehensive Drug Reform Act  
33 of 1987," N.J.S.2C:35-1 et al.;

34 (8) is found, by clear and convincing evidence, liable in a civil  
35 action for eviction under this chapter based upon the offense set  
36 forth in subparagraph (c) of paragraph (5) of this subsection, or if  
37 the tenant knowingly harbors a person who committed such an  
38 offense or otherwise permits the person to occupy the premises for  
39 residential purposes, whether continuously or intermittently;

40 (9) who is in public housing under the control of a public  
41 housing authority or redevelopment agency substantially violates or  
42 breaches any covenants or agreements contained in the lease  
43 pertaining to illegal uses of controlled substances, or other illegal  
44 activities, regardless of whether sufficient language in the lease  
45 conveys that the violation or breach of the covenant or agreement  
46 allows the landlord to seek a termination of the lease, eviction of  
47 the tenant, and a return of possession of the rental premises,  
48 provided that the covenant or agreement conforms to federal law

1 and regulations regarding the lease provisions and was contained in  
2 the lease at the beginning of the lease term;

3 (10) is found to have engaged in extraordinary conduct that:

4 (a) creates or is reasonably likely to create immediate injury or  
5 death to other tenants or occupants, or catastrophic destruction to  
6 the rental premises or the building;

7 (b) is so excessive or severe that the conduct having occurred  
8 even once instills fear or apprehension in a reasonable person; and

9 (c) is not likely to be rectified by service of a notice to cease on  
10 the tenant responsible for the conduct; or

11 (11) knowingly gives false material information or omits  
12 material facts in an application for tenancy, provided that the  
13 landlord proves that had the landlord known the truth, the landlord's  
14 consistent and lawful policy would have been to deny the lease. No  
15 eviction under this paragraph may be commenced later than 90 days  
16 after the falsity or omission is discovered or one year after the  
17 application is received, whichever is earlier. This paragraph shall  
18 not bar commencement of any other actions to which the landlord  
19 may be entitled under law.

20 b. A tenant may be evicted, after service of a written notice to  
21 cease, if the tenant:

22 (1) habitually and without legal justification pays rent after the  
23 date that it is due and owing;

24 (2) is so disorderly as to destroy the peace and quiet of the other  
25 tenants or occupants living in the building or surrounding  
26 neighborhood;

27 (3) substantially violates or breaches any of the landlord's rules  
28 and regulations governing the premises, provided such rules and  
29 regulations are reasonable and have been accepted in writing by the  
30 tenant or made a part of the lease at the beginning of the lease term;

31 (4) substantially violates or breaches any of the covenants or  
32 agreements contained in the lease where sufficient language in the  
33 lease conveys that the violation or breach of the covenant or  
34 agreement allows the landlord to seek a termination of the lease,  
35 eviction of the tenant, and a return of possession of the rental  
36 premises, provided that the covenant or agreement is reasonable and  
37 was contained in the lease at the beginning of the lease term; or

38 (5) engages in any conduct that will create, if it continues, an  
39 imminent serious danger to others, to the building, or to the  
40 immediate vicinity of the rental premises.

41 c. A tenant may be evicted if the landlord or the owner seeks to  
42 do any of the following, provided that the owner shall comply with  
43 the "Relocation Assistance Law of 1967," P.L.1967,  
44 c.79 (C.52:31B-1 et seq.), the "Relocation Assistance Act,"  
45 P.L.1971, c.362 (C.20:4-1 et seq.), or chapter 21 of this Title  
46 pertaining to displaced tenants, as applicable, before a warrant for  
47 eviction may be issued:

1 (1) permanently board up or demolish the rental premises  
2 because of having been cited by local or State housing inspectors  
3 for substantial violations, affecting the health and safety of tenants  
4 and eliminating the violations is economically unfeasible;

5 (2) comply with local or State housing inspectors, after having  
6 been cited with substantial violations affecting the health and safety  
7 of tenants, where doing so without evicting the tenant is  
8 economically unfeasible, in which case simultaneously with service  
9 of notice of eviction pursuant to this subsection the landlord shall  
10 notify the department of the intention to institute eviction  
11 proceedings and provide the department with such other  
12 information as it requires pursuant to rules and regulations, and the  
13 department subsequently shall inform all appropriate parties and the  
14 court of its view with respect to the feasibility of compliance  
15 without eviction of the tenant and may, in its discretion, appear and  
16 present evidence;

17 (3) correct an illegal occupancy because of having been cited by  
18 local or State housing inspectors or zoning officers and doing so  
19 without evicting the tenant is unfeasible, provided that the tenant  
20 may not be entitled to relocation assistance if the tenant's own  
21 conduct is the primary cause of the code violation; or

22 (4) permanently retire the rental premises from the rental market  
23 pursuant to the redevelopment or land clearance plan in a blighted  
24 area and the owner is a governmental agency.

25 d. A tenant may be evicted if the landlord or the owner seeks to  
26 permanently retire the building or mobile home park from  
27 residential use or use as a mobile home park, provided this  
28 subsection shall not be applicable to circumstances covered under  
29 paragraph (1), (2), (3), or (4) of subsection c. of this section.

30 e. A tenant may be evicted if the landlord conditioned the initial  
31 tenancy upon and in consideration for the tenant's employment by  
32 the landlord, and the employment is terminated.

33 f. A tenant may be evicted if the landlord, who is an owner, is  
34 converting two or more residential units or park sites in a building  
35 or mobile home park from the rental market to a condominium,  
36 cooperative, or fee simple ownership, other than as provided in  
37 subsection g. of this section; except that no action shall be  
38 commenced pursuant to this subsection against a senior citizen  
39 tenant or disabled tenant with protected tenancy status under  
40 chapter 28 of this Title, so long as, in accordance with chapter 28 of  
41 this Title, the protected tenancy status has not been terminated nor  
42 the protected tenancy period expired.

43 g. A tenant may be evicted if the landlord, who is an owner:

44 (1) of a building or mobile home park, which is constructed as  
45 or being converted to a condominium, cooperative or fee simple  
46 ownership, seeks to evict a tenant whose initial tenancy began after  
47 the master deed or agreement establishing the condominium,  
48 cooperative, or subdivision plat was recorded, because the landlord



1 contracted to sell the residential unit to a buyer who wishes to  
2 personally occupy the unit, and the contract of sale requires the unit  
3 to be vacant at the time of closing of title. No action shall be  
4 brought against a tenant under this subsection unless the tenant was  
5 served with a statement pursuant to N.J.S.46A:22-3;

6 (2) of three or less condominium or cooperative units seeks to  
7 evict a tenant whose initial tenancy began by rental from a landlord  
8 of three or less residential units after the master deed or agreement  
9 establishing the condominium or cooperative was recorded because  
10 the landlord wishes to personally occupy the unit, or contracts to  
11 sell the unit to a buyer who wishes to personally occupy the unit,  
12 and the contract of sale requires the unit to be vacant at the time of  
13 closing of title; or

14 (3) of three residential units or less, seeks to personally occupy a  
15 unit, or contracts to sell a residential unit to a buyer who wishes to  
16 personally occupy the unit, and the contract of sale requires the unit  
17 to be vacant at the time of closing of title.

18 h. A tenant may be evicted if a lease is terminated by a tenant  
19 because of the imminent threat of serious physical harm from  
20 another tenant, in accordance with N.J.S.46A:8-3.1 through  
21 N.J.S.46A:8-3.8 pertaining to domestic violence, and any co-tenant  
22 remaining on the lease does not enter into a new lease with the  
23 landlord or hold over with permission of the landlord.

24 i. A tenant may be evicted if a lease is not renewed by a landlord  
25 because of a violation of N.J.S.46A:10-4, pertaining to  
26 domesticated animals in senior citizen housing projects, and the  
27 tenant, at the expiration of the lease, refuses to vacate the rental  
28 premises.

29 46A:15-2. Eviction; residential premises that are owner-  
30 occupied or occupied by owner's developmentally disabled family  
31 member; grounds. a. A tenant may be evicted from residential  
32 rental premises that are owner-occupied with not more than two  
33 rental units, or from a dwelling unit that is permanently occupied by  
34 a developmentally disabled member of the immediately family of  
35 the unit owner or by a developmentally disabled member on whose  
36 behalf the dwelling unit is held in a trust that is established by that  
37 member's immediate family, upon establishment that:

38 (1) the tenant fails to pay rent that is due and owing in  
39 accordance with the lease or other agreement governing the  
40 tenancy;

41 (2) the tenant holds over and continues in possession of any part  
42 of the rental premises after expiration of the lease;

43 (3) the tenant is so disorderly as to destroy the peace and quiet  
44 of the landlord or the other tenants or occupants living in the rental  
45 premises or surrounding neighborhood;

46 (4) the tenant, willfully or by reason of gross negligence,  
47 destroys or damages or causes or allows destruction or damage to

1 the rental premises or the real property in which there are the rental  
2 premises; or  
3 (5) the tenant continues, after service of a written notice to  
4 cease:  
5 (a) to habitually and without legal justification pay rent after the  
6 date that it is due;  
7 (b) to substantially violate the landlord's rules and regulations  
8 governing the rental premises, provided such rules have been  
9 accepted in writing by the tenant or are made a part of the lease at  
10 the beginning of the lease term;  
11 (c) to substantially violate or breach any of the covenants or  
12 agreements contained in the lease where sufficient language in the  
13 lease conveys that the violation or breach of the covenant or  
14 agreement allows the landlord to seek a termination of the lease,  
15 eviction of the tenant and a return of possession of the rental  
16 premises, provided that the covenant or agreement is reasonable and  
17 was contained in the lease at the beginning of the lease term; or  
18 (d) to engage in any conduct that will create, if it continues, an  
19 imminent serious danger to others, to the building, or to the  
20 immediate vicinity of the rental premises;  
21 (6) the tenant is convicted of or pleads guilty to, or if a juvenile,  
22 has been adjudicated delinquent on the basis of an act, which if  
23 committed by an adult would constitute an offense under, any of the  
24 criminal statutes set forth in subparagraph (a), (b), (c), (d), or (e) of  
25 this paragraph; provided that no action for eviction may be brought,  
26 pursuant to subparagraph (a), (b), or (c) of paragraph (1) of  
27 subsections c. of this section, more than two years after the date of  
28 adjudication or conviction or more than two years after the person's  
29 release from incarceration, whichever is later:  
30 (a) the "Comprehensive Drug Reform Act of 1987,"  
31 N.J.S.2C:35-1 et al., involving the use, possession, manufacture,  
32 dispensing, or distribution of a controlled dangerous substance,  
33 controlled dangerous substance analog, or drug paraphernalia within  
34 the meaning of that act in or on the rental premises, or the building  
35 and land appurtenant thereto or the mobile home park in which the  
36 rental premises are located, and has not, in connection with the  
37 sentence for that offense, either successfully completed, or been  
38 admitted to and continued upon probation while completing, a drug  
39 rehabilitation program pursuant to N.J.S.2C:35-14;  
40 (b) N.J.S.2C:12-1 or N.J.S.2C:12-3, involving assault or  
41 terroristic threats against the landlord, a member of the landlord's  
42 family, or an employee of the landlord;  
43 (c) subsection b. of N.J.S.2C:12-1, involving aggravated assault  
44 against one or more other tenants residing in the same building or  
45 complex;  
46 (d) N.J.S.2C:20-1 et seq., involving the theft of property from  
47 the landlord, the rental premises, or other tenants residing in the  
48 same building or complex; or

1 (e) any other crime involving intentional creation of an  
2 imminent serious danger to others, to the building, or to the  
3 immediate vicinity of the rental premises;

4 (7) the tenant knowingly harbors or harbored a person convicted  
5 of or who pleads guilty to any offense set forth in paragraph (6) of  
6 this subsection, or otherwise permits or permitted such person to  
7 occupy the premises for residential purposes, whether continuously  
8 or intermittently; except that this subsection shall not be applicable  
9 to the harboring of or permitting occupancy by a juvenile who has  
10 been adjudicated delinquent upon the basis of an act, which if  
11 committed by an adult would constitute the offense of use or  
12 possession under the "Comprehensive Drug Reform Act of 1987,"  
13 N.J.S.2C:35-1 et al. No action for eviction based on an offense  
14 under subparagraph (a), (b), or (c) of paragraph (6) of this  
15 subsection may be brought more than two years after the  
16 adjudication or conviction or more than two years after the person's  
17 release from incarceration, whichever is later;

18 (8) the tenant is found, by a preponderance of the evidence,  
19 liable in a civil action for eviction under this chapter based upon an  
20 offense set forth in subparagraph (a), (b), (d), or (e) of paragraph (6)  
21 of this subsection, or if the tenant knowingly harbors a person who  
22 committed such an offense or otherwise permits the person to  
23 occupy the premises for residential purposes, whether continuously  
24 or intermittently; except that this subsection shall not be applicable  
25 to the harboring or permitting occupancy by a juvenile who has  
26 been adjudicated delinquent upon the basis of an act which if  
27 committed by an adult would constitute the offense of use or  
28 possession under "Comprehensive Drug Reform Act of 1987,"  
29 N.J.S.2C:35-1 et al.;

30 (9) the tenant is found, by clear and convincing evidence, liable  
31 in a civil action for eviction under this chapter based upon the  
32 offense set forth in subparagraph (c) of paragraph (6) of this  
33 subsection, or if the tenant knowingly harbors a person who  
34 committed such an offense or otherwise permits the person to  
35 occupy the premises for residential purposes, whether continuously  
36 or intermittently;

37 (10) the tenant is found to have engaged in extraordinary  
38 conduct that:

39 (a) creates or is reasonably likely to create immediate injury or  
40 death to other tenants or occupants, or catastrophic destruction to  
41 the rental premises or the building;

42 (b) is so excessive or severe that the conduct having occurred  
43 even once instills fear or apprehension in a reasonable person; and

44 (c) is not likely to be rectified by service of a notice to cease on  
45 the tenant responsible for the conduct;

46 (11) the tenant knowingly gives false material information or  
47 omits material facts in an application for tenancy, provided that the  
48 landlord proves that had the landlord known the truth, the landlord's

1 consistent and lawful policy would have been to deny the lease. No  
2 eviction under this paragraph may be commenced later than 90 days  
3 after the falsity or omission is discovered or one year after the  
4 application is received, whichever is earlier. This paragraph shall  
5 not bar commencement of any other actions to which the landlord  
6 may be entitled under law;

7 (12) the landlord conditioned the initial tenancy upon and in  
8 consideration for the tenant's employment by the landlord, and the  
9 employment is terminated;

10 (13) the landlord or owner of residential rental premises covered  
11 by this section seeks to:

12 (a) permanently board up or demolish the rental premises  
13 because of having been cited by local or State housing inspectors  
14 for substantial violations affecting the health and safety of tenants  
15 and eliminating the violations is economically unfeasible, in which  
16 case the owner shall comply with the "Relocation Assistance Law  
17 of 1967," P.L.1967, c.79 (C.52:31B-1 et seq.), or the "Relocation  
18 Assistance Act," P.L.1971, c.362 (C.20:4-1 et seq.), as applicable;  
19 or

20 (b) comply with the local or State housing inspectors, after  
21 having been cited with substantial violations affecting the health  
22 and safety of tenants, where doing so without evicting the tenant is  
23 economically unfeasible, in which case simultaneously with service  
24 of notice of eviction pursuant to this subsection the landlord shall  
25 notify the department of the intention to institute eviction  
26 proceedings and provide the department with such other  
27 information as it requires pursuant to rules and regulations. The  
28 department subsequently shall inform all appropriate parties and the  
29 court of its view with respect to the feasibility of compliance  
30 without eviction of the tenant and may, in its discretion, appear and  
31 present evidence, in which case the owner shall comply with the  
32 "Relocation Assistance Law of 1967," P.L.1967, c.79 (C.52:31B-1  
33 et seq.), or the "Relocation Assistance Act," P.L.1971,  
34 c.362 (C.20:4-1 et seq.), as applicable; or

35 (c) correct an illegal occupancy because of having been cited by  
36 local or State housing inspectors or zoning officers and doing so  
37 without evicting the tenant is unfeasible, in which case the owner  
38 shall comply with the "Relocation Assistance Law of 1967,"  
39 P.L.1967, c.79 (C.52:31B-1 et seq.), the "Relocation Assistance  
40 Act," P.L.1971, c.362 (C.20:4-1 et seq.), or chapter 21 of Title 46A  
41 of the New Jersey Statutes pertaining to displaced tenants, as  
42 applicable; or

43 (14) the lease is terminated by a tenant because of the imminent  
44 threat of serious physical harm from another tenant, in accordance  
45 with N.J.S.46A:8-3.1 through N.J.S.46A:8-3.7 pertaining to  
46 domestic violence, and any co-tenant remaining on the lease does  
47 not enter into a new lease with the landlord or hold over with  
48 permission of the landlord.

1       b. For the purposes of this section:

2       (1) "Member of the immediate family" means a person's spouse,  
3 civil union partner, domestic partner, parent, child, sibling, or the  
4 spouse, civil union partner, domestic partner, parent, child, or  
5 sibling of any of them as applicable.

6       (2) "Developmental disability" means any disability which is  
7 defined in subsection a. of section 3 of P.L.1977, c.82 (C.30:6D-3).

8       (3) "Permanently" occupies or occupied means that the occupant  
9 maintains no other domicile at which the occupant votes, pays rent  
10 or property taxes, or at which rent or property taxes are paid on the  
11 occupant's behalf.

12       46A:15-3. Eviction; seasonal or vacation rental premises;  
13 grounds. A tenant may be evicted from any dwelling unit for a  
14 seasonal use or rental, as defined in chapter 1 of this Title, upon  
15 establishment that the tenant:

16       a. fails to pay rent that is due in accordance with the lease or  
17 other agreement governing the tenancy;

18       b. holds over and continues in possession of any part of the  
19 premises after expiration of the lease;

20       c. is so disorderly as to destroy the peace and quiet of the  
21 landlord or the other tenants or occupants living in the rental  
22 premises or surrounding neighborhood;

23       d. willfully or by reason of gross negligence destroys or  
24 damages, or causes or allows destruction or damage to, the rental  
25 premises or the real property in which there are the rental premises;

26       e. substantially violates the landlord's rules and regulations  
27 governing the rental premises, provided such rules have been  
28 accepted in writing by the tenant or are made a part of the lease at  
29 the beginning of the lease term;

30       f. substantially violates or breaches any of the covenants or  
31 agreements contained in the lease where sufficient language in the  
32 lease conveys that the violation or breach of the covenant or  
33 agreement allows the landlord to seek a termination of the lease,  
34 eviction of the tenant, and a return of possession of the rental  
35 premises, provided that the covenant or agreement is reasonable and  
36 was contained in the lease at the beginning of the lease term;

37       g. uses the rental premises in violation of State or federal law or  
38 municipal ordinance;

39       h. is found to have engaged in extraordinary conduct that:

40       (1) creates or is reasonably likely to create immediate injury or  
41 death to other tenants or occupants, or catastrophic destruction to  
42 the rental premises or the building;

43       (2) is so excessive or severe that the conduct having occurred  
44 even once instills fear or apprehension in a reasonable person; and

45       (3) is not likely to be rectified by service of a notice to cease on  
46 the tenant responsible for the conduct; or

47       i. knowingly gives false material information or omits material  
48 facts in an application for tenancy, provided that the landlord

1 proves that had the landlord known the truth, the landlord's  
2 consistent and lawful policy would have been to deny the lease. No  
3 eviction under this subsection shall be commenced later than 10  
4 days after the falsity or omission is discovered. This subsection  
5 shall not bar commencement of any other actions to which the  
6 landlord may be entitled under law.

7 46A:15-4. Eviction; nonresidential rental premises; grounds. A  
8 tenant may be evicted from nonresidential rental premises upon  
9 establishment that the tenant:

10 a. holds over and continues in possession of any part of the  
11 premises after expiration of the lease;

12 b. fails to pay rent that is due in accordance with the lease or  
13 other agreement governing the tenancy;

14 c. habitually and without legal justification pays rent after the  
15 date that it is due;

16 d. willfully or by reason of gross negligence destroys or  
17 damages, or causes or allows the destruction or damage to, the  
18 rental premises or the real property in which there are the rental  
19 premises;

20 e. substantially violates the landlord's rules and regulations  
21 governing the premises that are accepted in writing by the tenant or  
22 made a part of the lease by the landlord either before or after the  
23 lease is signed or agreed to;

24 f. materially breaches or violates any covenant or agreement  
25 contained in the lease, where language in the lease states that the  
26 violation or breach of the covenant or agreement allows the  
27 landlord to terminate the lease and evict the tenant;

28 g. is so disorderly as to destroy the peace and quiet of the  
29 landlord or the other tenants or occupants at the rental premises;

30 h. uses the rental premises in violation of State or federal law or  
31 municipal ordinance;

32 i. is found to have engaged in extraordinary conduct that:

33 (1) creates or is reasonably likely to create immediate injury or  
34 death to other tenants or occupants, or catastrophic destruction to  
35 the rental premises or the building;

36 (2) is so excessive or severe that the conduct having occurred  
37 even once instills fear or apprehension in a reasonable person; and

38 (3) is not likely to be rectified by service of a notice to cease on  
39 the tenant responsible for the conduct; or

40 j. knowingly gives false material information or omits material  
41 facts in an application for tenancy, provided that the landlord  
42 proves that had the landlord known the truth, the landlord's  
43 consistent and lawful policy would have been to deny the lease. No  
44 eviction under this subsection shall be commenced later than 90  
45 days after the falsity or omission is discovered or one year after the  
46 application is received, whichever is earlier. This subsection shall  
47 not bar commencement of any other actions to which the landlord  
48 may be entitled under law.

46A:15-7. Eviction for foreclosure of mortgage secured by residential rental premises precluded. The foreclosure of a mortgage secured by residential rental premises or by real property on which there are residential rental premises is not a ground for eviction from the rental premises.

46 (2) specify in detail the nature and approximate date of any act  
47 and conduct alleged to have caused the violation;

1 (3) set forth in detail what the tenant must do in order to comply  
2 with the notice to cease;

3 (4) set forth in detail what will occur if the tenant fails to  
4 comply with the notice to cease; and

5 (5) be served in accordance with N.J.S.46A:16-5 and  
6 N.J.S.46A:16-6.

7 d. Any form of notice that complies with subsection c. of this  
8 section may be used. However, use of the model form of notice set  
9 forth below shall satisfy the formal requirements of this section.

10 NOTICE TO CEASE

11 TO: [insert name and mailing address of tenant]

12 1. PRESENT LEASE. You now rent apartment or unit number  
13 (or lot number in a manufactured housing community site) [fill in  
14 number], at [fill in address of rental premises] as tenant.

15 2. WHAT MUST CEASE. You have acted in violation of the  
16 law or your lease [specify lease provision, statutory section or  
17 regulatory provision, if applicable] by [specify in detail the nature  
18 and approximate date of acts.] YOU MUST CEASE OR STOP  
19 THIS CONDUCT. [or YOU MUST CORRECT THIS CONDUCT  
20 BY [fill in what tenant must do to cure or correct the violating  
21 conduct.]]

22 3. WHAT HAPPENS IF YOU DO NOT CEASE. If you do not  
23 take the action required by paragraph 2 above, within a reasonable  
24 time period from the date of this notice, then, your landlord, may  
25 serve you with a notice to terminate and demand for possession of  
26 your rental premises, and then commence a civil action to terminate  
27 your tenancy/lease and recover possession of the rental premises in  
28 accordance with New Jersey Law, specifically the eviction article of  
29 Title 46A of the New Jersey Statutes. This means that legal action  
30 may be commenced to evict you from the rental premises. This  
31 legal action is called an eviction.

32 DATED: BY .....

33 Name and Address of Landlord or

34 Landlord's Authorized Representative

35 46A:16-2. Notice to vacate and demand for possession.

36 a. Except as provided in subsection b. or g. of this section, in order  
37 to commence an eviction action under any ground for eviction, a  
38 notice to vacate and demand for possession shall be served on a  
39 tenant. Where a notice to cease is required to be served, the notice  
40 to vacate and demand for possession shall not be served until after  
41 the notice to cease has been served and a reasonable period for  
42 compliance has expired.

43 b. No notice to vacate and demand for possession shall be  
44 required to be served in order to commence an action alleging any  
45 of the following grounds for eviction:

46 (1) nonpayment of rent or nonpayment of an increase in rent;

47 (2) convictions for theft of property or knowingly harboring a  
48 person convicted of theft of property;



1 (3) termination of the lease by the tenant because of domestic  
2 violence; or

3 (4) nonrenewal of a lease by a landlord because of a violation of  
4 chapter 10 of this Title, pertaining to domesticated animals in senior  
5 citizen housing projects, where the tenant, at the expiration of the  
6 lease, refuses to vacate the rental premises.

7 c. A "notice to vacate and demand for possession" means a  
8 written notice that advises the tenant that the landlord deems the  
9 tenancy terminated for the reasons specified and demands that the  
10 tenant leave and deliver possession of the rental premises to the  
11 landlord.

12 d. The notice to vacate and demand for possession shall:

13 (1) specify in detail the reason for the termination of the  
14 tenancy;

15 (2) set forth the date that the tenancy is deemed terminated and  
16 by which the tenant must leave the rental premises and turn over  
17 possession of the premises to the landlord;

18 (3) be served in accordance with N.J.S.46A:16-5 and  
19 N.J.S.46A:16-6;

20 (4) comply with any other applicable State or federal law or  
21 regulations including, but not limited to, public housing laws or  
22 municipal ordinances; and

23 (5) comply with the lease or other agreement governing the  
24 tenancy.

25 e. Any form of notice that complies with subsection d. of this  
26 section may be used. However, use of the model form of notice set  
27 forth below shall satisfy the formal requirements of this section.

28 NOTICE TO VACATE AND DEMAND FOR POSSESSION

29 TO: [insert name and mailing address of tenant]

30 1. PRESENT LEASE. You now rent apartment or unit number  
31 (or lot number in a manufactured housing community site) [fill in  
32 number], at [fill in address of rental premises] as tenant.

33 2. TERMINATION OF LEASE. Your lease is considered to be  
34 terminated (ended) by the landlord as of [fill in date].

35 3. DEMAND FOR POSSESSION. You must leave and vacate  
36 this rental property (or remove your manufactured housing from the  
37 rental property) on or before the date of termination noted in  
38 paragraph 2 above [or fill in other date consistent with statute].  
39 This means you must move out and deliver possession of the rental  
40 premises to me, your landlord, by this date.

41 4. GROUNDS FOR TERMINATION. You have violated your  
42 lease or the law for which your landlord may terminate your lease  
43 and recover possession of the rental premises in accordance with  
44 New Jersey Law, specifically the eviction article of Title 46A.  
45 Specifically, on and after [fill in date], you [specify in detail the  
46 nature of acts, including statutory provision, if known, and lease  
47 provision (if applicable).]

1 You have also failed to [fill in any additional violations, specify in  
2 detail the nature of acts, including statutory provision, if known,  
3 and lease provision (if applicable).]

4 [Copies of any notices to cease required to be served on the tenant  
5 shall be attached to this notice.]

6 5. TENANT'S RESPONSIBILITIES AND LANDLORD'S  
7 RIGHTS. You must make arrangements to move and return your  
8 keys to the landlord. If you fail to do so, legal action will be  
9 commenced to evict you from the rental premises. This legal action  
10 is called an eviction. You must leave the rental premises in broom  
11 clean condition and remove all of your personal belongings from  
12 the rental premises, in accordance with New Jersey Law. The  
13 landlord may also seek, in a separate action, to hold you liable for  
14 all rent that you may owe up to the time of eviction and possibly  
15 until the end of the lease, as well as court costs and attorneys' fees  
16 incurred as permitted by law or your lease. However, you have the  
17 right to defend against the eviction in court and if you win in that  
18 action, you will not have to move.

19 6. ANY ADDITIONAL LEASE REQUIREMENTS FOR  
20 NOTICE TO TENANT: [Set forth any additional notice  
21 requirements contained in the lease or other agreement governing  
22 the tenancy.]

23 [7. ONLY IF APPLICABLE: Set forth any additional  
24 requirements imposed by State or federal laws or regulations, such  
25 as if the tenancy is public assisted housing.]

26 DATED: BY .....  
27 Name and Address of Landlord or  
28 Landlord's Representative

29 f. If the ground for eviction is an illegal occupancy, in addition  
30 to compliance with the requirements of subsection d. of this section,  
31 the notice shall state the nature of the illegality or unlawful  
32 condition and provide the tenant additional notice of the  
33 requirements set forth in chapter 21 of this Title, pertaining to the  
34 relocation of displaced tenants.

35 g. If the ground for eviction is any of the following, then a  
36 notice to vacate shall not be required to be served on the tenant.  
37 However, a demand for possession that sets forth the date by which  
38 the tenant must leave and turn over possession of the rental  
39 premises to the landlord and that complies with paragraphs (1), (3),  
40 and (5) of subsection d. of this section shall be served:

41 (1) where a tenant holds over and continues in possession under  
42 paragraph (2) of subsection a. of N.J.S.46A:15-2 or under  
43 subsection b. of N.J.S.46A:15-3, pertaining to seasonal rental  
44 premises, after expiration of a nonrenewable residential lease of a  
45 fixed duration; or

46 (2) where a tenant holds over and continues in possession under  
47 subsection a. of N.J.S.46A:15-4, pertaining to nonresidential rental  
48 premises.

1       46A:16-3. Notice to increase rent. a. A landlord may not  
2 increase a residential tenant's rent at the expiration of the lease term  
3 without first serving a notice to increase rent. For the purposes of  
4 this section, a "residential tenant" means a tenant in rental premises  
5 covered by N.J.S.46A:15-1 or N.J.S.46A:15-2. If after service of  
6 the notice, the tenant fails to pay the increase in rent, no further  
7 notice is required prior to commencement of an action to evict the  
8 tenant.

9       b. A "notice to increase rent" means a written notice that advises  
10 the tenant that:

11       (1) the landlord will increase the rent in accordance with the  
12 lease, this article, and any other applicable law or municipal  
13 ordinances governing rent increases; and

14       (2) if the tenant does not pay the new rent, the tenant may be  
15 evicted.

16       c. The notice to increase rent shall:

17       (1) specify the amount of the rent increase and the proposed new  
18 rent;

19       (2) explain that if the tenant pays the new rent, the provisions of  
20 the existing lease shall remain in effect, except the rent amount,  
21 which shall be increased;

22       (3) explain that the tenant may contest the new rent amount,  
23 while continuing occupancy if the tenant believes that the rent  
24 increase is unconscionable or in violation of a municipal rent  
25 control ordinance or federal regulation, and that if a court finds that  
26 the rent increase is not unconscionable, the tenant may continue in  
27 occupancy, under the same terms and conditions, upon paying the  
28 increased rent, but that if a court finds in favor of the landlord, and  
29 the tenant does not pay the increased rent, the tenant will be evicted  
30 from the rental premises and may be liable in a separate action for  
31 the landlord's costs of suit and attorneys' fees, as permitted by law  
32 or the lease;

33       (4) set forth the date by which the tenant must leave the rental  
34 premises and turn over possession of the rental premises to the  
35 landlord if the tenant does any of the following:

36       (a) does not pay the rent increase;

37       (b) does not contest the new rent amount; or

38       (c) does contest the new rent amount but the court finds the new  
39 rent amount to be reasonable and enters a judgment of possession  
40 and the tenant does not pay the new rent amount;

41       (5) be served in accordance with N.J.S.46A:16-5 and  
42 N.J.S.46A:16-6; and

43       (6) comply with any applicable rent control ordinance.

44       d. Any form of notice that complies with subsection c. may be  
45 used. However, use of the model form of notice set forth below  
46 shall satisfy the formal requirements of this section.

47 NOTICE TO INCREASE RENT

48 TO: [insert name and mailing address of tenant]

1        1.    PRESENT LEASE. You now rent apartment or unit number  
2 (or lot number in a manufactured housing community site) [fill in  
3 number], at [fill in address of rental premises] as tenant from [fill in  
4 name] as landlord.

5        2.    PURPOSE OF THIS NOTICE. The purpose of this notice is  
6 to increase the rent for your tenancy. No other terms of your  
7 tenancy will be changed by this notice.

8        3.    INCREASE IN RENT. This is to give you notice that,  
9 effective [fill in date], the rent for the apartment or site [or rental  
10 premises] you now occupy at [fill in address of rental premises] will  
11 be increased from [fill in current rent] Dollars (\$) per month [or  
12 other rental term] to [fill in new rent] Dollars (\$     ), payable in  
13 advance on the [fill in day] of the month [or other rental term]. The  
14 amount of the increase in rent is [fill in amount of increase].

15       4.    PERMITTED BY LAW. The landlord believes this increase  
16 is permitted by law or the municipal rent ordinance [if any] or in  
17 accordance with the provisions of the appropriate board of [fill in  
18 municipality] [ if applicable] [and in accordance with your lease, if  
19 applicable.]

20       5.    WHAT HAPPENS IF YOU PAY THE NEW RENT: If you  
21 pay the new rent at the time that your rent is due, your lease will  
22 continue and all other provisions of your lease will remain in effect.

23       6.    WHAT HAPPENS IF YOU DO NOT PAY THE NEW  
24 RENT: If you:

25       (a) advise the landlord that you do not agree to pay the new rent  
26 when due, or

27       (b) do not advise the landlord but you do not pay the new rent  
28 when due; or

29       (c) advise the landlord that you will pay the new rent, but you  
30 do not pay the new rent when due, then the landlord may file a  
31 complaint to have you evicted.

32       If the landlord files a complaint to have you evicted, you will  
33 have the right to tell a judge in court why you believe that the new  
34 rent should not be paid. If the judge agrees with the landlord, you  
35 will have to pay the new rent or you may be evicted. If the judge  
36 agrees with you, and the complaint is dismissed, you will not have  
37 to pay the new rent and you may continue to stay in your [apartment  
38 or site or rental premises] according to the judge's decision, and all  
39 provisions of your lease will remain in effect.

40       You may object to the new rent on the ground that the rent  
41 increase is unconscionable, which means that the resulting amount  
42 of the rent is so great under all the circumstances as to shock the  
43 conscience of a reasonable person.

44       You may also object to the new rent on the ground that the  
45 increase is in violation of the rent control law that applies to your  
46 municipality, or that the rent increase is in violation of State or  
47 federal law, or that the rent increase is in violation of a contract or

1 agreement involving a State, federal or private agency or in  
2 violation of a contract or agreement between you and the landlord.

3 7. TENANT'S RESPONSIBILITIES AND LANDLORD'S  
4 RIGHTS IF THE JUDGE ORDERS EVICTION BECAUSE YOU  
5 DO NOT PAY THE NEW RENT. If the judge orders your eviction  
6 from the [apartment or site or rental premises], you must make  
7 arrangements to move and return your keys to the Landlord. You  
8 must leave the rental premises in broom clean condition and remove  
9 all of your personal belongings from the rental premises, in  
10 accordance with New Jersey Law. The landlord may also seek, in a  
11 separate action, to hold you liable for all court costs and attorneys'  
12 fees incurred as permitted by law or your lease. No further notice  
13 shall be required to be provided to you prior to commencement of  
14 an action to evict you other than a summons and complaint.

15 DATED: BY .....  
16 Name and Address of Landlord or  
17 Landlord's Representative

18 e. A notice to increase rent and a notice to change lease  
19 provisions, other than increasing rent, may be served in a single  
20 form of notice.

21 46A:16-4. Notice to change lease provisions other than  
22 increasing rent. a. A landlord may not make reasonable changes of  
23 substance to the terms and conditions of the lease of a residential  
24 tenant at the expiration of the lease term, other than increasing rent,  
25 without first serving a notice to change lease provisions, other than  
26 increasing rent. For the purposes of this section, a "residential  
27 tenant" means a tenant in rental premises covered by N.J.S.46A:15-  
28 1 or N.J.S.46A:15-2.

29 b. For the purposes of this section, a "notice to change lease  
30 provisions, other than increasing rent," means a written notice that  
31 advises the tenant that:

32 (1) the landlord will make reasonable changes of substance to  
33 the terms and conditions of the lease, other than rent, in accordance  
34 with this article and any other applicable law; and

35 (2) if the tenant does not agree to the reasonable changes of  
36 substance to the terms and conditions of the lease, or refuses to sign  
37 a written lease or lease rider that contains the reasonable changes of  
38 substance to the terms and conditions, the tenant may be evicted.

39 c. The notice to change lease provisions, other than increasing  
40 rent, shall:

41 (1) specify the terms and conditions that are to be changed;

42 (2) specify the changes of substance that are to be made to the  
43 terms and conditions of the lease;

44 (3) explain that if the tenant signs a letter that specifies the  
45 changes, the tenant thereby agrees that the terms and conditions of  
46 the current lease shall remain in effect but for the specified changes,  
47 or that if the tenant signs a written lease or lease rider including the

1 changes, the tenant thereby agrees to the new lease and the old lease  
2 is no longer in effect to the extent it is changed;

3 (4) set forth the date by which the tenant must leave the rental  
4 premises and turn over possession of the rental premises to the  
5 landlord if the tenant does not agree to the specified changes;

6 (5) explain that the tenant may contest the specified changes,  
7 while continuing occupancy, if the tenant believes that the changes  
8 are unreasonable, and that if a court finds that the specified changes  
9 are not reasonable, the tenant will not be required to leave the rental  
10 premises and turn over possession of the rental premises to the  
11 landlord. However, if the court finds that the specified changes are  
12 reasonable, the tenant will have to sign the lease or lease rider and  
13 agree to the changes if the tenant wants to remain. If the court finds  
14 in favor of the landlord, and the tenant does not agree to sign the  
15 proposed lease or lease rider with the changes, the tenant will be  
16 evicted from the rental premises and may be liable in a separate  
17 action for the landlord's costs of suit and attorneys' fees, as  
18 permitted by law or the then current lease; and

19 (6) be served in accordance with N.J.S.46A:16-5 and  
20 N.J.S.46A:16-6.

21 d. Any form of notice that complies with subsection c. may be  
22 used. However, use of the model form of notice set forth below  
23 shall satisfy the formal requirements of this section.

24 NOTICE TO CHANGE LEASE PROVISIONS (OTHER THAN  
25 INCREASING RENT)

26 TO: [insert name and mailing address of tenant]

27 1. PRESENT LEASE. You now rent apartment (or unit)  
28 number (or lot number in a manufactured housing community site)  
29 [fill in number], at [fill in address of rental premises] as tenant from  
30 [fill in name] as landlord.

31 2. PURPOSE OF THIS NOTICE. The purpose of this notice is  
32 to change the terms and conditions of your lease as set forth in  
33 section 3.

34 3. PROPOSED CHANGES TO LEASE TERMS AND  
35 CONDITIONS This is to give you notice that, effective [fill in  
36 date], the lease for the apartment or rental premises or site you now  
37 occupy at [fill in address of rental premises] will be changed.  
38 Specifically, the following current terms and conditions of your  
39 lease will be changed or added [specify in detail the terms and  
40 conditions that will be changed or added.] The new lease terms and  
41 conditions will be: [specify in detail the new terms and conditions.]  
42 No other provisions of your lease will be changed.

43 4. WHAT TO DO IF YOU AGREE TO THE CHANGES: If  
44 you agree to the new terms and conditions of the lease specified in  
45 this notice, you should sign the letter attached to this notice [or the  
46 written lease or lease rider which includes the changes specified in  
47 section 3.] and return the letter [or the signed lease or lease rider] to  
48 the landlord. If you agree to the new terms and conditions by

1 signing the letter or the new written lease or lease rider, the new  
2 lease terms and conditions will become effective and you may  
3 continue to stay in the apartment or rental premises or at the site  
4 subject to the new terms and conditions.

5 5. WHAT HAPPENS IF YOU OBJECT TO THE NEW  
6 TERMS AND CONDITIONS: If you object to the new terms and  
7 conditions specified in this notice, or if you agree to some but not  
8 all of the new terms and conditions, in accordance with paragraph 3  
9 above, and do not sign the letter attached to this notice [or the  
10 written lease or lease rider which includes the changes specified in  
11 section 3], or if you do nothing in response to this notice, then the  
12 landlord may serve you with a notice to vacate and demand for  
13 possession of your rental premises, and then file a complaint to  
14 have you evicted.

15 If the landlord files a complaint to have you evicted, you will have  
16 the right to tell a judge in court why you believe that the proposed  
17 changes or additions are not reasonable. If the judge agrees with  
18 the landlord, you will have to sign the lease with the new terms and  
19 conditions that the judge finds are reasonable, or a letter that  
20 specifies the new terms and conditions, or you may be evicted. If  
21 the judge agrees with you, and the complaint is dismissed, you will  
22 not have to sign a new lease or a letter that specifies the new terms  
23 and conditions, and you may continue to stay in your [apartment or  
24 rental premises or site] and all provisions of your current lease will  
25 remain in effect.

26 6. TENANT'S RESPONSIBILITIES AND LANDLORD'S  
27 RIGHTS IF THE JUDGE ORDERS EVICTION BECAUSE YOU  
28 DO NOT AGREE TO REASONABLE CHANGES TO THE  
29 LEASE. If the judge orders your eviction from the [apartment or  
30 rental premises or site], you must make arrangements to move and  
31 return your keys to the Landlord. You must leave the rental  
32 premises in broom clean condition and remove all of your personal  
33 belongings from the rental premises, in accordance with New Jersey  
34 Law. The landlord may also seek, in a separate action, to hold you  
35 liable for all court costs and attorneys' fees incurred as permitted by  
36 law or your lease.

37 DATED: BY .....  
38 Name and Address of Landlord or  
39 Landlord's Representative

40 e. A notice to change lease provisions, other than increasing  
41 rent, and a notice to increase rent may be served in a single form of  
42 notice.

43 46A:16-5. Notices required; service; substituted service. a. In  
44 the case of residential rental premises, the notices required by this  
45 article shall be served, in accordance with the time frames set forth  
46 in N.J.S.46A:16-6:

47 (1) personally upon the tenant or upon the person in possession;

1 (2) by leaving a copy at the tenant's or person's usual place of  
2 abode, if other than the subject premises, with a member of that  
3 person's family 14 years of age or older; or

4 (3) by simultaneous certified mail, return receipt requested, and  
5 regular mail.

6 b. For the purposes of this section, "residential rental premises",  
7 mean rental premises under N.J.S.46A:15-1, N.J.S.46A:15-2, or  
8 N.J.S.46A:15-3.

9 c. In the case of nonresidential rental premises, the notice to  
10 vacate and demand for possession shall be served in accordance  
11 with the lease. If the lease does not provide a method of service, or  
12 if there is no written lease, then the notice shall be served, in  
13 accordance with the time frames set forth in N.J.S.46A:16-6:

14 (1) personally upon the tenant;

15 (2) by leaving a copy at the rental premises with an employee or  
16 representative of the tenant 14 years of age or older; or

17 (3) by simultaneous certified mail, return receipt requested, and  
18 regular mail.

19 d. Any notice that cannot be served as provided in subsection a.  
20 or c. of this section, after good faith effort to do so, may be served  
21 by posting or affixing a copy of the notice upon the door or other  
22 conspicuous part of the subject premises, which shall be deemed  
23 sufficient service.

24 e. If a court finds that a person actually received a notice within  
25 the time required and in sufficient form as provided in this article,  
26 even though the manner of service did not comply with the  
27 requirements of this section, service of the notice shall be deemed  
28 valid.

29 46A:16-6. Time periods for service of notices. a. A notice to  
30 cease, when required pursuant to subsection b. of N.J.S.46A:15-1 or  
31 paragraph (5) of subsection a. of N.J.S.46A:15-2, shall be served  
32 within a reasonable time under all the circumstances after the  
33 occurrence of the prohibited conduct described in the notice and  
34 before the tenant's compliance with the notice is sought. If the  
35 notice to cease has been served and the conduct prohibited by the  
36 notice to cease is not thereafter cured or corrected within a  
37 reasonable time, only then may a notice to vacate and demand for  
38 possession be served.

39 b. A notice to vacate and demand for possession shall be served  
40 prior to commencement of an action alleging a ground for eviction  
41 in accordance with the following time periods:

42 (1) At least three days for:

43 (a) willful or grossly negligent destruction or damage to the  
44 premises under paragraph (3) of subsection a. of N.J.S.46A:15-1 or  
45 paragraph (4) of subsection a. of N.J.S.46A:15-2;

46 (b) destroying the peace and quiet of other tenants under  
47 paragraph (3) of subsection b. of N.J.S.46A:15-1, after a notice to  
48 cease has already been served, or destroying the peace and quiet of



1 other tenants under paragraph (3) of subsection a. of N.J.S.46A:15-  
2 2 without the prior service of a notice to cease;  
3 (c) termination of employment upon which the tenancy is  
4 conditioned under subsection e. of N.J.S.46A:15-1 or paragraph  
5 (12) of subsection a. of N.J.S.46A:15-2;  
6 (d) conviction of a criminal offense under subparagraph (a), (b),  
7 (c), (d), or (e) of paragraph (5) of subsection a. of N.J.S.46A:15-1  
8 or subparagraph (a), (b), (c), (d), or (e) of paragraph (6) of  
9 subsection a. of N.J.S.46A:15-2; or knowingly harboring or  
10 permitting occupancy under paragraph (6) of subsection a. of  
11 N.J.S.46A:15-1 or paragraph (7) of subsection a. of N.J.S.46A:15-2,  
12 as those sections pertain to subparagraph (a), (b), (c), (d), or (e) of  
13 paragraph (5) of subsection a. of N.J.S.46A:15-1 or subparagraph  
14 (a), (b), (c), (d), or (e) of paragraph (6) of subsection a. of  
15 N.J.S.46A:15-2, respectively;  
16 (e) liability in a civil action for eviction under paragraph (7) or  
17 (8) of subsection a. of N.J.S.46A:15-1 or paragraph (8) or (9) of  
18 subsection a. of N.J.S.46A:15-2;  
19 (f) engaging in extraordinary conduct that creates, or is  
20 reasonably likely to create, immediate injury or death or  
21 catastrophic destruction to property under paragraph (10) of  
22 subsection a. of N.J.S.46A:15-1 or paragraph (10) of subsection a.  
23 of N.J.S.46A:15-2; or  
24 (g) any ground for eviction under N.J.S.46A:15-3 or  
25 N.J.S.46A:15-4.  
26 (2) At least one month for:  
27 (a) substantial violation or breach of the landlord's rules and  
28 regulations, after a notice to cease has been served, under paragraph  
29 (3) of subsection b. of N.J.S.46A:15-1 or subparagraph (b) of  
30 paragraph (5) of subsection a. of N.J.S.46A:15-2;  
31 (b) substantial violation or breach of the covenants or  
32 agreements contained in the lease, after a notice to cease has been  
33 served, under paragraph (4) of subsection b. of N.J.S.46A:15-1 or  
34 subparagraph (c) of paragraph (5) of subsection a. of N.J.S.46A:15-  
35 2;  
36 (c) refusal to accept reasonable changes of substance to the  
37 terms and conditions of the lease under paragraph (4) of subsection  
38 a. of N.J.S.46A:15-1;  
39 (d) illegal occupancy under paragraph (3) of subsection c. of  
40 N.J.S.46A:15-1 or subparagraph (c) of paragraph (13) of subsection  
41 a. of N.J.S.46A:15-2; or  
42 (e) knowingly giving false material information or omitting  
43 material facts in a tenancy application under paragraph (11) of  
44 subsection a. of N.J.S.46A:15-1 or paragraph (11) of subsection a.  
45 of N.J.S.46A:15-2.  
46 (3) At least two months for personal occupancy of the rental  
47 premises under subsection g. of N.J.S.46A:15-1, provided that

1 where there is a written lease in effect, the eviction action shall not  
2 be commenced until expiration of the lease.

3 (4) At least three months for housing, health, or safety code  
4 violations under paragraph (1), (2), or (4) of subsection c. of  
5 N.J.S.46A:15-1 or under subparagraph (a) or (b) of paragraph (13)  
6 of subsection a. of N.J.S.46A:15-2. In addition to compliance with  
7 the requirements of N.J.S.46A:16-2, the notice shall state the nature  
8 of the code violation and provide the tenant additional notice of the  
9 requirements set forth in the "Relocation Assistance Law of 1967,"  
10 P.L.1967, c.79 (C.52:31B-1 et seq.), or in the "Relocation  
11 Assistance Act," P.L.1971, c.362 (C.20:4-1 et seq.), pertaining to  
12 the relocation of displaced tenants.

13 (5) At least eighteen months for permanent retirement of the  
14 building or mobile home under subsection d. of N.J.S.46A:15-1,  
15 provided that where there is a written lease in effect, the eviction  
16 action shall not be commenced until expiration of the lease. In  
17 addition to compliance with the requirements of N.J.S.46A:16-2,  
18 the notice shall state the proposed nonresidential use to which the  
19 premises are to be permanently retired.

20 (6) At least three years for conversion of the rental premises  
21 under subsection f. of N.J.S.46A:15-1, provided that where there is  
22 a written lease in effect, the eviction action shall not be commenced  
23 until expiration of the lease.

24 (7) The period required in accordance with federal regulations  
25 pertaining to public housing leases in an eviction action alleging  
26 substantial breach of contract under paragraph (9) of subsection a.  
27 of N.J.S.46A:15-1.

28 (8) If the lease is for a period other than at will, from year to  
29 year or from month to month, and does not terminate by its own  
30 terms upon a fixed date, at least the amount of time equal to one  
31 term of the lease for holding over and continuing in possession  
32 under paragraph (2) of subsection a. of N.J.S.46A:15-2 or  
33 subsection a. of N.J.S.46A:15-4.

34 (9) If the lease is for a period that is at will, from year to year,  
35 or from month to month, then at least one month for holding over  
36 and continuing in possession under paragraph (2) of subsection a. of  
37 N.J.S.46A:15-2, or subsection a. of N.J.S.46A:15-4.

38 (10) If the lease is for a dwelling unit for seasonal use or rental  
39 under subsection b. of N.J.S.46A:15-3, and the lease is renewable:

40 (a) if the initial lease period is for thirty days or less, at least 10  
41 days for holding over and continuing in possession; or

42 (b) if the initial lease period is for 60 days to 125 days, at least  
43 30 days for holding over and continuing in possession.

44 (11) At least one month for any other ground for eviction from  
45 residential rental premises not already covered by this section.

46 c. Where only a demand for possession is required to be served  
47 under subsection g. of 46A:16-2, the demand for possession that  
48 sets forth the date by which the tenant must leave the rental

1 premises and turn over possession of the premises to the landlord  
2 shall be served at any time prior to commencement of the action for  
3 eviction.

4 d. A notice to increase rent shall be served at least one month  
5 prior to expiration of the lease, within the time frame stated in the  
6 lease, or within the time frame stated in any applicable municipal  
7 rent control law or federal law, whichever is longer. If, thereafter,  
8 the tenant fails to pay the new rent, no further notice is required  
9 prior to commencement of an action to evict the tenant on that  
10 ground.

11 e. A notice to change lease provisions, other than increasing  
12 rent, shall be served at least one month prior to expiration of the  
13 lease or within the time frame permitted by the current lease,  
14 whichever is longer. If the notice to change lease provisions, other  
15 than increasing rent, has been served and the tenant does not agree  
16 to the changes as specified in the notice, does not otherwise notify  
17 the landlord of any objection to the changes, or the tenant does not  
18 sign a written lease, which includes the changes specified in the  
19 notice, only then may a notice to vacate and demand for possession  
20 be served upon the tenant. If the notice to change lease provisions  
21 is served along with a notice to increase rent in one single form,  
22 then the single-form notice shall comply with the time requirements  
23 of subsection d. of this section.

24

25 CHAPTER 17. JUDGMENTS FOR POSSESSION AND  
26 WARRANT OF EVICTION; EXECUTION; JURISDICTION;  
27 REQUIREMENTS

28 46A:17-1. Notice to vacate and demand for possession;  
29 due proof of sufficiency required before judgment entered.

30 46A:17-2. Nonpayment of rent due to rent increase; court  
31 to determine that new rent not unconscionable before judgment  
32 entered.

33 46A:17-3. Judgment for possession; warrant for eviction;  
34 writ of possession; insurance; execution subject to N.J.S.46A:17-4,  
35 N.J.S.46A:17-5, and N.J.S.46A:17-7.

36 46A:17-4. Warrant for eviction from residential rental  
37 premises or a dwelling unit for seasonal use or rental; requirements;  
38 execution.

39 46A:17-5. Warrant for eviction from nonresidential  
40 rental premises; requirements; execution.

41 46A:17-6. Issuance of warrant for eviction; compliance  
42 with other law required.

43 46A:17-7. Writ of possession; plenary action.

44 46A:17-1. Notice to vacate and demand for possession; due  
45 proof of sufficiency required before judgment entered. Unless a  
46 court is satisfied by due proof that any notice required by this  
47 article or any notice required by federal, State, or local law is  
48 sufficient and has been served in accordance with chapter 16 of this

1 Title and, in the case of any other notice, in accordance with any  
2 other applicable law, the court may not enter a judgment for  
3 possession even if a ground for eviction has been proved.

4 46A:17-2. Nonpayment of rent due to rent increase; court to  
5 determine that new rent not unconscionable before judgment  
6 entered. A judgment for possession based on failure to pay rent  
7 after service of a written notice of increase of rent in accordance  
8 with N.J.S.46A:15-1 shall not be entered, unless a court is satisfied  
9 that the increase in rent is not unconscionable, that the increase  
10 complies with other law or municipal ordinances governing rent  
11 increases, and that a valid notice of rent increase has been served in  
12 accordance with chapter 16 of Title 46A of the New Jersey Statutes.

13 46A:17-3. Judgment for possession; warrant for eviction; writ of  
14 possession; insurance; execution subject to N.J.S.46A:17-4,  
15 N.J.S.46A:17-5, and N.J.S.46A:17-7. a. At trial of the action under  
16 this article, and subject to N.J.S.46A:17-1 and N.J.S.46A:17-2, if  
17 the landlord prevails or upon default, the court shall enter a  
18 judgment for possession and permit enforcement of the judgment by  
19 issuance and execution of a warrant for eviction or writ of  
20 possession in accordance with this chapter.

21 b. No warrant for eviction shall issue until the expiration of  
22 three business days after entry of judgment for possession, except in  
23 the case of seasonal tenancies, as defined in chapter 1 of this Title,  
24 in an action alleging violation of subsection c. or d. of  
25 N.J.S.46A:15-3, in which case the warrant shall be issued within  
26 two days after entry of judgment for possession. The landlord shall  
27 have the burden of proving that the use of the dwelling unit is  
28 seasonal.

29 c. The warrant shall be issued to any enforcement officer  
30 authorized by the court to execute the warrant commanding the  
31 officer to evict all persons from the rental premises, and to return  
32 full possession of the premises to the claimant. The officer shall  
33 obey the command of and faithfully execute any warrant issued to  
34 that officer using such force or assistance from local police as may  
35 be necessary. Execution of the warrant shall be in accordance with  
36 N.J.S.46A:17-4 and N.J.S.46A:17-5.

37 d. The writ of possession shall be issued to a sheriff who shall  
38 execute the writ commanding the sheriff to evict all persons from  
39 the rental premises and to return full possession of the premises to  
40 the claimant. The sheriff shall obey the command of and faithfully  
41 execute any writ issued to that sheriff using such force or assistance  
42 from local police as may be necessary. Execution of the writ shall  
43 be in accordance with N.J.S.46A:17-7.

44 e. A copy of the warrant shall be mailed to the landlord or  
45 landlord representative if a pre-addressed, stamped envelope is  
46 provided to the court.

47 f. Nothing herein precludes a judge of the Superior Court, Law  
48 or Chancery Divisions, from ordering the issuance of a warrant of

1   eviction in a case where a writ of possession could otherwise has  
2   been ordered.

3       46A:17-4. Warrant for eviction from residential rental premises  
4   or a dwelling unit for seasonal use or rental; requirements;  
5   execution. a. The warrant for eviction from residential rental  
6   premises including a dwelling unit for seasonal use or rental shall:

7       (1) state the earliest date and time that the warrant may be  
8   executed and state that the warrant shall be executed only by an  
9   enforcement officer as defined in chapter 1 of Title 46A of the New  
10   Jersey Statutes;

11       (2) be executed not earlier than the third day following the day  
12   the warrant is given to the tenant by the enforcement officer or  
13   affixed to the door to which the dwelling unit applies. In  
14   calculating the number of days required, Saturday, Sunday, and  
15   State court holidays shall be excluded;

16       (3) be executed during the hours of 8 a.m. to 6 p.m., unless the  
17   court, for good cause shown, otherwise provides in the judgment for  
18   possession or by a post-judgment determination;

19       (4) include a notice to the residential tenant of any right to apply  
20   to the court for a stay of execution of the warrant, if applicable,  
21   together with a notice advising that the residential tenant may be  
22   eligible for temporary housing assistance or other social services,  
23   and that the tenant should contact the appropriate county welfare  
24   agency at the mailing address, telephone number, and e-mail  
25   address given in the notice, to determine eligibility, provided that a  
26   notice to a seasonal tenant shall indicate that the execution of a  
27   warrant for eviction of that tenant may be stayed only upon consent  
28   by the landlord; and

29       (5) include a notice:

30       (a) advising that it is illegal as a disorderly person's offense for a  
31   landlord to padlock or otherwise block entry to a residential rental  
32   premises while a tenant is still in possession of the premises;

33       (b) advising that a tenant's belongings may be removed from  
34   rental premises by a landlord after eviction only in accordance with  
35   chapter 27 of Title 46A of the New Jersey Statutes, pertaining to  
36   abandoned property or otherwise in accordance with court order;

37       (c) concisely summarizing this section and section 3 of  
38   P.L.2005, c.319 (C.2C:33-11.1) with special emphasis on the duties  
39   and obligations of law enforcement officers under those sections;  
40   and

41       (d) advising the tenant of the right to file a court proceeding  
42   pursuant to N.J.S.2A:39-1 et seq.

43       b. Upon execution of the warrant for eviction in accordance with  
44   subsection a. of this section, the enforcement officer shall prepare a  
45   statement of "Execution of Warrant for Eviction" that identifies the  
46   warrant, the date of issuance of the warrant, the court and judge  
47   who authorized the warrant, the date and time of execution of the  
48   warrant, and the name, signature, and position of the person

1 executing the warrant. The enforcement officer who prepares the  
2 statement shall immediately deliver the statement by personal  
3 service to the court, to the landlord or the landlord's representative,  
4 and to the tenant. However, if the enforcement officer cannot  
5 personally serve the statement on the tenant, the enforcement  
6 officer shall affix the statement to the door of the dwelling unit to  
7 which the warrant applies.

8 c. The Superior Court, Law Division, Special Civil Part, shall  
9 retain jurisdiction for a period of 10 days subsequent to the actual  
10 execution of the warrant for eviction for the purpose of hearing  
11 applications by the tenant for lawful relief.

12 46A:17-5. Warrant for eviction from nonresidential rental  
13 premises; requirements; execution. a. The warrant for eviction from  
14 nonresidential rental premises:

15 (1) may be executed after it is issued without any waiting  
16 period;

17 (2) shall be executed during the hours of 8 a.m. to 6 p.m., unless  
18 the court, for good cause shown, otherwise provides in the judgment  
19 for possession or by a post-judgment determination;

20 (3) shall state that the warrant shall be executed only by an  
21 enforcement officer as defined in chapter 1 of Title 46A of the New  
22 Jersey Statutes; and

23 (4) shall include a notice:

24 (a) advising that it is illegal as a disorderly person's offense for  
25 a landlord to padlock or otherwise block entry to a nonresidential  
26 rental premises while a tenant is still in possession of the premises,  
27 unless in accordance with the lease or a distraint action involving a  
28 nonresidential premises as permitted by this Title or other law;

29 (b) advising that the tenant's belongings may be removed from  
30 rental premises by a landlord after eviction only in accordance with  
31 the lease and chapter 27 of Title 46A of the New Jersey Statutes,  
32 pertaining to abandoned property;

33 (c) concisely summarizing this section with special emphasis on  
34 the duties and obligations of law enforcement officers under this  
35 section;

36 (d) advising of the tenant's right to file a court proceeding  
37 pursuant to N.J.S.2A:39-1 et seq; and

38 (e) advising that if the tenant is a business entity, other than a  
39 sole proprietor or a partner in a general partnership, such an entity  
40 is required to be represented by counsel under R.1:21-1 and R.6:10  
41 of the Rules Governing the Courts of the State of New Jersey.

42 b. Upon execution of the warrant for eviction in accordance with  
43 subsection a. of this section, the enforcement officer shall prepare a  
44 statement of "Execution of Warrant for Eviction" that identifies the  
45 warrant, the date of issuance of the warrant, the court and judge  
46 who authorized the warrant, the date and time of execution of the  
47 warrant, and the name, signature, and position of the person  
48 executing the warrant. The enforcement officer who prepares the

1 statement shall immediately deliver the statement to the court, and  
2 by personal service, to the landlord or the landlord's representative  
3 and to the tenant. However, if the enforcement officer cannot  
4 personally serve the statement on the tenant, the enforcement  
5 officer shall affix the statement to the door of the dwelling unit to  
6 which the warrant applies.

7 46A:17-6. Issuance of warrant for eviction; compliance with  
8 other law required. a. Where a tenant is evicted on any ground  
9 specified in paragraph (1), (2), (3), or (4) of subsection c. of  
10 N.J.S.46A:15-1, or in subparagraph (a), (b), or (c) of paragraph (13)  
11 of subsection a. of N.J.S.46A:15-2, alleging health, building, or  
12 zoning code violations, no warrant for eviction shall issue until the  
13 requirements of the "Relocation Assistance Law of 1967,"  
14 P.L.1967, c.79 (C.52:31B-1 et seq.), the "Relocation Assistance  
15 Act," P.L.1971, c.362 (C.20:4-1 et seq.), and, if applicable, an  
16 ordinance enacted under N.J.S.46A:21-6 or the requirements of  
17 N.J.S.46A:21-7, are satisfied. A tenant may not be entitled to  
18 relocation assistance in accordance with N.J.S.46A:21-6 or  
19 N.J.S.46A:21-7.

20 b. Where a tenant is evicted on the ground specified in  
21 subsection f. of N.J.S.46A:15-1, alleging the conversion of rental  
22 premises from the rental market to a condominium, cooperative, or  
23 fee simple ownership, no warrant for eviction shall issue until the  
24 requirements of subsection f. of N.J.S.46A:15-1 and chapter 22 of  
25 Title 46A of the New Jersey Statutes are satisfied.

26 46A:17-7. Writ of possession; plenary action. The writ of  
27 possession shall:

28 a. be enforced at any time after it is issued, either by a sheriff,  
29 if the plenary action is commenced in the Superior Court, Law  
30 Division or Chancery Division, or by an enforcement officer, if the  
31 plenary action is commenced in the Superior Court, Special Civil  
32 Part;

33 b. state the earliest date and time that the writ of possession  
34 may be enforced, and that the writ shall be enforced during the  
35 hours of 8 a.m. to 6 p.m., unless the court, for good cause shown,  
36 otherwise provides in the order; and

37 c. include the notices required in accordance with either  
38 N.J.S.46A:17-4, if the writ pertains to residential rental premises, or  
39 N.J.S.46A:17-5, if the writ pertains to nonresidential rental  
40 premises.

#### 41 42 CHAPTER 18. STAYS OF EVICTION AND ORDERLY 43 REMOVALS

44 46A:18-1. Stays conditioned upon potential hardship to  
45 tenant; residential rental premises except seasonal use.

46 46A:18-2. Rent payments not to create new tenancy.

47 46A:18-3. Stays for eviction of holdover tenants of rental  
48 premises under N.J.S.46A:15-2 who are terminally ill.

1 46A:18-4. Stays for tenant's voluntary move; orders for  
2 orderly removal; all rental premises except seasonal use.

3 46A:18-1. Stays conditioned upon potential hardship to tenant;  
4 residential rental premises except seasonal use. a. Notwithstanding  
5 any other law to the contrary, in any action brought by a landlord  
6 against a tenant for eviction or to recover possession of residential  
7 rental premises, as provided in subsection e. of this section, the  
8 court shall use sound discretion in the execution of a warrant for  
9 eviction or enforcement of a writ of possession, and if it shall  
10 appear that by the execution of the warrant or enforcement of the  
11 writ the tenant will suffer hardship because of the unavailability of  
12 other dwelling accommodations, the court may stay the execution of  
13 the warrant or enforcement of the writ until such time as the court  
14 deems proper under the circumstances, but in no case for a period  
15 longer than six months after the date of entry of the judgment for  
16 possession.

17 b. However, in no case shall the execution of the warrant or  
18 enforcement of the writ be stayed or the stay continued, as the case  
19 may be, if the tenant, during the stay, engages in any conduct that  
20 would constitute a ground for eviction under N.J.S.46A:15-1 or  
21 N.J.S.46A:15-2, or if the tenant fails to pay all rent arrears and the  
22 amount that would have been payable as rent if the tenancy had  
23 continued, together with accrued costs of the action.

24 c. If the tenant engages in any conduct that would constitute a  
25 ground for eviction, as set forth in subsection b. of this section, the  
26 landlord may apply to the court to vacate or modify the stay by  
27 order to show cause, specifically alleging the facts supporting the  
28 application, which shall be heard on a date specified in the notice,  
29 but no earlier than four business days after service of the notice and  
30 which shall not require the service of a notice to cease or notice to  
31 vacate and demand for possession, or both, as a condition of the  
32 application even if these notices are otherwise required by chapter  
33 16 of this Title.

34 d. This section shall not limit a court's ability to vacate a  
35 judgment for possession for good cause in accordance with the  
36 Rules Governing the Courts of the State of New Jersey.

37 e. This section shall be applicable to any residential rental  
38 premises or dwelling units, except for a dwelling unit for seasonal  
39 use or rental, as defined in chapter 1 of Title 46A of the New Jersey  
40 Statutes. The execution of a warrant for eviction or enforcement of  
41 a writ of possession for a dwelling unit for seasonal use or rental or  
42 for nonresidential rental premises may be stayed under this section  
43 only upon consent of the landlord.

44 46A:18-2. Rent payments not to create new tenancy. In no  
45 event shall any payment made by the tenant to the landlord for  
46 continued occupancy of any premises or unit during the period of a  
47 stay of execution of a warrant for eviction or enforcement of a writ  
48 of possession, as provided by N.J.S.46A:18-1, be deemed to create



1 a new tenancy, except as provided in any court order, consent  
2 judgment, or stipulation.

3 46A:18-3. Stays for eviction of holdover tenants of rental  
4 premises under N.J.S.46A:15-2 who are terminally ill.  
5 a. Notwithstanding any provisions of law to the contrary, the court  
6 may grant and review one year stays of execution of a warrant of  
7 eviction from those residential rental premises under paragraph (2)  
8 of subsection a. of N.J.S.46A:15-2, at the expiration of the lease,  
9 whenever the court determines that the tenant holding over and  
10 continuing in possession after service of a notice to vacate and  
11 demand for possession in accordance with chapter 16 of this Title:

12 (1) has fulfilled all the terms of the lease;

13 (2) has a terminal illness that has been certified by a licensed  
14 physician;

15 (3) is substantially unlikely to be able to search for, rent, and  
16 move to a comparable alternative rental dwelling unit without  
17 serious medical harm; and

18 (4) has been a tenant of the landlord for at least two years prior  
19 to the issuance of the stay.

20 b. In reviewing a petition for a stay of eviction under this  
21 section, the court shall specifically consider whether the granting of  
22 the stay of eviction would cause an undue hardship to the landlord  
23 because of the landlord's financial condition or any other factor  
24 relating to the landlord's ownership of the premises.

25 c. During the time period that the stay is in effect, the tenant  
26 shall be entitled to extend the tenancy, subject to reasonable  
27 changes proposed to the tenant by the landlord in writing.

28 d. This section shall not be applicable to a residential health  
29 care facility as defined in section 1 of P.L.1953, c.212 (C.30:11A-1)  
30 or to rental premises for seasonal use or rental as defined by chapter  
31 1 of this Title.

32 46A:18-4. Stays for tenant's voluntary move; orders for orderly  
33 removal; all rental premises except seasonal use. a. After entry of  
34 judgment for possession and issuance of a warrant for eviction or  
35 writ of possession, pertaining to rental premises as provided in  
36 subsection d. of this section, the court may, as it deems equitable  
37 and proper under the circumstances and upon post-judgment  
38 application and notice to the landlord, grant one stay of execution of  
39 the warrant or enforcement of the writ for a period of no more than  
40 seven calendar days from the date of application in order to enable a  
41 residential tenant in distressed circumstances to vacate the rental  
42 premises voluntarily.

43 b. Any order for post-judgment relief under this section shall be  
44 the final order in the matter unless the judgment is determined to  
45 have been void or the landlord has not complied with any prior  
46 orders concerning the same rental premises, in which case the  
47 tenant may be entitled to additional relief.

1 c. Nothing in this section shall preclude a landlord from  
2 commencing a separate action for payment of the rent due for the  
3 period of the stay granted under this section.

4 d. This section shall not be applicable to a dwelling unit for  
5 seasonal use or rental, as defined in chapter 1 of this Title. The  
6 execution of a warrant for eviction from or enforcement of a writ of  
7 possession to a dwelling unit for seasonal use or rental shall be  
8 stayed only upon consent of the landlord.

9

10 CHAPTER 19. DISMISSAL OF ACTIONS FOR EVICTION OR  
11 POSSESSION; VACATING DEFAULT

12 46A:19-1. Dismissal of action; failure to prove title.

13 46A:19-2. Dismissal on payment into court of rent and  
14 costs; receipt; resumption of lease.

15 46A:19-3. Vacating of a judgment permitted by law.

16 46A:19-1. Dismissal of action; failure to prove title. a. If at trial  
17 of a summary action to evict a tenant from any rental premises the  
18 plaintiff is unable to prove the right to possession of the rental  
19 premises in the event the tenant were to be evicted without proving  
20 title to the real property in which there are the rental premises, then  
21 the action shall be dismissed or transferred to the Law Division of  
22 the Superior Court.

23 b. Notwithstanding subsection a. of this section, a deed or other  
24 writing may be offered into evidence for the purpose of showing the  
25 right of the plaintiff to proceed or may be received by the court for  
26 the purpose of showing the right to possession of the premises for  
27 which recovery is sought.

28 46A:19-2. Dismissal on payment into court of rent and costs;  
29 receipt; resumption of lease. a. If the tenant of any rental premises,  
30 or any agency or entity on the tenant's behalf, no later than the day  
31 that final judgment is entered in any action for eviction from or  
32 possession of the premises for nonpayment of rent under this  
33 article, pays or tenders to the landlord or the landlord's legal  
34 representative or to the clerk of the court the entire amount of rent  
35 then due, together with the costs of the proceedings, then the court  
36 shall dismiss the action. If paid to the clerk, the receipt of the clerk  
37 shall be evidence of such payment and the clerk shall pay the  
38 money that has been received promptly to the plaintiff or the  
39 plaintiff's attorney of record.

40 b. In an action for eviction from or possession of the premises  
41 based on non-payment of rent, the landlord's acceptance of partial  
42 payment of the rent due before the entry of a judgment for  
43 possession shall not constitute a waiver of the right to evict for non-  
44 payment of the balance of the outstanding rent, but shall reduce the  
45 balance of rent due at the time of trial.

46 c. In an action for eviction from or possession of the premises  
47 based on a ground other than non-payment of rent, the landlord's  
48 acceptance of any portion of the rent after the effective date of a

1 notice to vacate and demand for possession shall constitute a waiver  
2 of the breach that is stated in the notice and dismissal of the action  
3 without prejudice.

4 d. In any action for eviction from or possession of the premises,  
5 the landlord's acceptance of any portion of the rent, after entry of  
6 judgment and while defendant is still in possession, voids the  
7 judgment for possession unless the payment is made pursuant to  
8 court order or agreement between the parties including, but not  
9 limited to, a voluntary agreement to stay execution on the judgment.

10 46A:19-3. Vacating of a judgment permitted by law. Nothing in  
11 this article shall preclude a tenant from seeking, pursuant to court  
12 rule or other applicable law, to vacate a judgment by default or a  
13 judgment for possession.

14

15 CHAPTER 20. WRONGFUL EVICTIONS FROM RESIDENTIAL  
16 RENTAL PREMISES

17 46A:20-1. Landlord liability for wrongful evictions.

18 46A:20-2. Landlord liability for failure to advise  
19 prospective buyer of rental premises.

20 46A:20-3. Landlord liability for reprisal or retaliatory  
21 eviction.

22 46A:20-4. Rebuttable presumption; notice to vacate or  
23 alteration of tenancy as reprisal.

24 46A:20-1. Landlord liability for wrongful evictions. a. A  
25 landlord shall be liable to a tenant in a civil action for treble  
26 damages, the tenant's attorney fees and costs, and any other  
27 appropriate legal or equitable relief if:

28 (1) the landlord serves the tenant with notice alleging the  
29 landlord seeks to personally occupy the rental premises under  
30 subsection g. of N.J.S.46A:15-1, after which the tenant vacates the  
31 rental premises and the landlord arbitrarily fails to personally  
32 occupy the rental premises or to effectuate a contract of sale for the  
33 rental premises within six months, but instead permits personal  
34 occupancy of the premises by another tenant or registration or  
35 conversion of the premises by the department pursuant to "The  
36 Planned Real Estate Development Full Disclosure Act," P.L.1977,  
37 c.419 (C.45:22A-21 et seq.);

38 (2) the landlord, who is a purchaser of the rental premises  
39 pursuant to a contract that requires the tenant to vacate in  
40 accordance with subsection g. of N.J.S.46A:15-1, arbitrarily fails to  
41 personally occupy the rental premises within six months after which  
42 time the tenant vacates the rental premises, but instead permits  
43 personal occupancy of the premises by another tenant or registration  
44 of conversion of the premises by the department pursuant to "The  
45 Planned Real Estate Development Full Disclosure Act," P.L.1977,  
46 c.419 (C.45:22A-21 et seq.);

47 (3) the landlord serves the tenant with notice alleging that the  
48 landlord seeks to permanently board up or demolish the rental

1 premises or to retire permanently the premises from residential use  
2 under paragraph (1) of subsection c. of N.J.S.46A:15-1 or  
3 subsection d. of N.J.S.46A:15-1, after which time the tenant vacates  
4 the rental premises and the landlord, instead, within five years  
5 following the date on which the dwelling unit or the premises  
6 becomes vacant, permits residential use of the vacated premises; or

7 (4) the tenant vacates the rental premises after being served by  
8 the landlord with an eviction notice which purports:

9 (a) to compel, by law, the tenant to vacate the rental premises  
10 for cause; or if the tenant does not vacate the premises, the landlord  
11 will compel the tenant, by law, to vacate the premises for cause;

12 (b) alleges a cause that is clearly not provided by law or that is  
13 based upon a lease clause which is contrary to law pursuant to  
14 N.J.S.46A:4-5; or

15 (c) misrepresents that, under the facts alleged, the tenant would  
16 be subject to eviction.

17 b. A landlord shall not be liable under paragraph (4) of  
18 subsection a. of this section for alleging any cause for eviction  
19 under N.J.S.46A:15-1, which, if proven, would subject the tenant to  
20 eviction pursuant to this article.

21 c. A landlord shall not be liable for damages under this section  
22 or subject to a more restrictive local ordinance adopted pursuant to  
23 N.J.S.46A:21-5 if:

24 (1) title to the premises was transferred to the landlord as owner  
25 by means of a foreclosure, execution, or bankruptcy sale;

26 (2) prior to the sale in paragraph (1) of subsection c. of this  
27 section, the tenant vacated the premises after receiving an eviction  
28 notice from the former owner, pursuant to paragraph (1) of  
29 subsection c. of N.J.S.46A:15-1 or subsection d. of N.J.S.46A:15-1,  
30 and the former owner retains no financial interest, direct or indirect,  
31 in the premises. For the purposes of this section, "former owner"  
32 shall include, but not be limited to, any officer or board member of  
33 a corporation which was the former owner and any holder of more  
34 than five percent equity interest in any incorporated or  
35 unincorporated business entity that was the former owner; and

36 (3) the tenant is provided notice and rights in accordance with  
37 N.J.S.46A:21-4.

38 46A:20-2. Landlord liability for failure to advise prospective  
39 buyer of rental premises. a. A landlord of rental premises where  
40 notice has been given to a tenant, pursuant to paragraph (1) of  
41 subsection c. of N.J.S.46A:15-1 or subsection d. of N.J.S.46A:15-1,  
42 who subsequently seeks to sell, lease, or convey the property to  
43 another, shall, before executing a lease, deed, or contract for such  
44 conveyance, advise the prospective buyer or tenant, in writing, that  
45 such notice was given and that the owners of the property are  
46 subject to the requirements of N.J.S.46A:20-1, N.J.S.46A:21-2, and  
47 N.J.S.46A:21-3.

1       b. A landlord who fails to advise a prospective buyer or tenant  
2 in accordance with subsection a. of this section, is liable for a civil  
3 penalty of not less than \$2,500 or more than \$10,000 for each  
4 offense, and in addition, damages, plus attorney's fees and costs of  
5 suit, for any loss or expenses incurred by a new owner or tenant as a  
6 result of the failure. The commissioner, the Attorney General, or  
7 any other person shall commence an action to enforce a penalty  
8 against the landlord by a summary proceeding under the "Penalty  
9 Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.).  
10 Jurisdiction for such an action shall be in the Superior Court in the  
11 county in which the premises are located. If any person other than  
12 the Attorney General or the commissioner commences the action,  
13 any recovery shall be remitted by the court to the person who  
14 commences the action.

15       46A:20-3. Landlord liability for reprisal or retaliatory eviction.  
16 a. No landlord of residential rental premises to which this section  
17 applies shall serve a notice to vacate and demand for possession  
18 upon any tenant or commence an action against a tenant to recover  
19 possession of the rental premises, whether by eviction proceedings,  
20 or otherwise:

21       (1) as a reprisal for the tenant's efforts to secure or enforce any  
22 rights under the lease, any agreement, or under the laws of the  
23 State, its governmental subdivisions, or the United States;

24       (2) as a reprisal for the tenant's good faith complaint to a  
25 governmental authority of the landlord's alleged violation of any  
26 health or safety law, regulation, code, ordinance, or State law or  
27 regulation, which has as its objective the regulation of premises  
28 used for dwelling purposes;

29       (3) as a reprisal for the tenant being an organizer, member, or  
30 involved in any activities of a lawful organization; or

31       (4) because of the tenant's failure or refusal to comply with the  
32 terms of the tenancy as altered by the landlord, if the landlord  
33 substantially altered the terms of the tenancy as a reprisal for any  
34 actions of the tenant set forth in paragraph (1), (2), or (3) of this  
35 subsection. For the purposes of this section, "substantial alteration"  
36 includes the refusal to renew a lease or to continue a tenancy of the  
37 tenant without good cause.

38       b. A landlord who violates this section shall be subject to a civil  
39 action by the tenant for damages and other appropriate relief,  
40 including injunctive and other equitable remedies, as may be  
41 determined by the court.

42       c. In any action brought by a landlord against a tenant to recover  
43 possession of premises or units to which this section applies, the  
44 action shall be dismissed if the evidence establishes that the notice  
45 to vacate and demand for possession or the action to recover  
46 possession was intended for any of the reasons set forth in  
47 paragraph (1), (2), (3), or (4) of subsection a. of this section.

1 d. This section shall be applicable to all residential rental  
 2 premises, except owner-occupied residential rental premises with  
 3 not more than two rental units and rental premises for seasonal use  
 4 or rental.

5 46A:20-4. Rebuttable presumption; notice to vacate or alteration  
 6 of tenancy as reprisal. a. In any action or proceeding commenced  
 7 by or against a tenant of residential rental premises to which this  
 8 section applies, the receipt by the tenant of a notice to vacate and  
 9 demand for possession or any substantial alteration of the terms of  
 10 the tenancy without good cause, shall create a rebuttable  
 11 presumption that such notice or alteration is a reprisal against the  
 12 tenant for the acts specified in paragraph (1), (2), (3), or (4) of this  
 13 subsection if:

14 (1) the tenant attempts to secure or enforce any rights under the  
 15 lease or agreement, the laws of the State, its governmental  
 16 subdivisions, or the United States;

17 (2) the tenant, having brought a good faith complaint to the  
 18 attention of the landlord and having given the landlord a reasonable  
 19 time to correct the alleged violation, complains to a governmental  
 20 authority with a report of the landlord's alleged violation of a health  
 21 or safety law, regulation, code, or ordinance;

22 (3) the tenant organizes, becomes a member, or becomes  
 23 involved in any activities of any lawful organization; or

24 (4) a judgment under subsection c. of N.J.S.46A:20-3 is entered  
 25 for the tenant in a previous action for possession of the rental  
 26 premises or action for eviction between the parties.

27 b. No reprisal shall be presumed, however, under this section  
 28 based upon the failure of a landlord to renew a lease or tenancy  
 29 when so requested by a tenant if the request is made sooner than 90  
 30 days before the expiration date of the lease or tenancy or the  
 31 renewal date set forth in the lease, whichever occurs later.

32 c. This section shall be applicable to all residential rental  
 33 premises, except owner-occupied residential rental premises with  
 34 not more than two rental units and rental premises for seasonal use  
 35 or rental.

36

## 37 CHAPTER 21. TENANTS DISPLACED FROM RESIDENTIAL 38 RENTAL PREMISES; RELOCATION ASSISTANCE

39 46A:21-1. Permanent retirement from residential use.

40 46A:21-2. Five-year restriction on application for  
 41 registration of conversion.

42 46A:21-3. Maximum authorized rent.

43 46A:21-4. Rights of former tenants.

44 46A:21-5. Local ordinances permitted.

45 46A:21-6. Relocation of displaced tenants; ordinance;  
 46 violations.

47 46A:21-7. Relocation of displaced tenants; no ordinance;  
 48 violations.

1       46A:21-1. Permanent retirement from residential use. a. If a  
2 landlord seeks an eviction alleging permanent retirement of the  
3 rental premises from residential use, pursuant to subsection d. of  
4 N.J.S.46A:15-1, and if nonresidential use of the premises is not  
5 permitted as a principal permitted use or is limited to accessory,  
6 conditional or public use, pursuant to land use law, a rebuttable  
7 presumption is created that the premises are not and shall not be  
8 permanently retired from residential use.

9       b. Residential rental premises that are unoccupied, boarded up,  
10 or otherwise out of service shall not be deemed retired from  
11 residential use for purposes of eviction under subsection d. of  
12 N.J.S.46A:15-1, unless they are converted to a principal permitted  
13 nonresidential use, and no tenant shall be evicted pursuant to  
14 subsection d. of N.J.S.46A:15-1 if any State or local permit or  
15 approval required by law for the nonresidential use is not obtained.

16       c. Nothing contained in this section shall be deemed to require  
17 obtaining a certificate of occupancy for the proposed use prior to an  
18 eviction.

19       46A:21-2. Five-year restriction on application for registration of  
20 conversion. a. After notice has been given that the landlord seeks to  
21 permanently board up or demolish the premises or seeks to retire  
22 permanently the premises from residential use, pursuant to  
23 paragraph (1) of subsection c. of N.J.S.46A:15-1 or subsection d. of  
24 N.J.S.46A:15-1, the department shall not approve an application for  
25 registration of conversion, pursuant to "The Planned Real Estate  
26 Development Full Disclosure Act," P.L.1977, c.419 (C.45:22A-21  
27 et seq.), of any rental premises for a period of five years following  
28 the date on which a dwelling unit in the premises becomes vacant.

29       b. Within five days of the date on which any landlord provides  
30 notice of termination to a tenant pursuant to paragraph (1) of  
31 subsection c. of N.J.S.46A:15-1 or subsection d. of N.J.S.46A:15-1,  
32 the landlord shall provide a copy of the notice to the department.

33       46A:21-3. Maximum authorized rent. a. If a dwelling unit in  
34 rental premises in a municipality, which has a rent control  
35 ordinance in effect, is vacated after notice has been given that the  
36 landlord seeks to permanently board up or demolish the premises or  
37 seeks to retire permanently the premises from residential use,  
38 pursuant to paragraph (1) of subsection c. of N.J.S.46A:15-1 or  
39 subsection d. of N.J.S.46A:15-1, and if at any time thereafter a  
40 landlord permits the residential use of the premises, the maximum  
41 rent authorized for a dwelling unit in the premises shall not exceed  
42 the rent that was last charged for that unit when occupied.

43       b. Increased costs occurring during the period of vacancy, which  
44 are solely the result of the rental premises being vacated, closed,  
45 and reoccupied, and which do not add services or amenities not  
46 previously provided, or which add new services or amenities whose  
47 costs significantly reduce the affordability of the premises, shall not  
48 be used as a basis for a rent increase pursuant to a municipal rent

1 regulation provision, fair return, or hardship hearing before a  
2 municipal rent board or any appeal from such determination.

3 c. Increased costs of new services and amenities create a  
4 rebuttable presumption that they significantly reduce the  
5 affordability of the premises if they result in doubling of the rent  
6 increases otherwise permitted by law during the period of vacancy.

7 d. Within five days of the date on which any landlord provides  
8 a notice to vacate and demand for possession to a tenant pursuant to  
9 paragraph (1) of subsection c. or subsection d. of N.J.S.46A:15-1,  
10 the landlord shall provide a copy of the notice to the municipal  
11 agency responsible for administering the regulation of rents in the  
12 municipality. The landlord's notice to the municipal agency shall  
13 also include a listing of the current tenants and rents for each  
14 dwelling unit in the premises, unless the landlord has previously  
15 submitted to the municipal agency a listing which is still current.

16 46A:21-4. Rights of former tenants. a. If a dwelling unit is  
17 vacated after notice has been given that the landlord seeks to  
18 permanently board up or demolish the premises or seeks to retire  
19 permanently the premises from residential use, pursuant to  
20 paragraph (1) of subsection c. of N.J.S.46A:15-1 or subsection d. of  
21 N.J.S.46A:15-1, and if at any time thereafter a landlord instead  
22 seeks to return the premises to residential use, the landlord shall  
23 provide the former tenant:

24 (1) written notice 90 days in advance of any return to residential  
25 use or any agreement for possession of the unit by another party,  
26 which notice discloses the landlord's intention to return the unit to  
27 residential use, including the essential terms of the proposed return  
28 to residential use or possession of the unit; and

29 (2) the right to return to possession of the vacated unit or, if  
30 return is not available, the right to possession of affordable housing  
31 relocation in accord with the standards and criteria set forth for  
32 comparable housing, as defined by N.J.S.46A:22-1, and, in the case  
33 of a conversion, the right to a protected tenancy pursuant to chapter  
34 28 of this Title if the former tenant would have, at the time of the  
35 conversion, been eligible for a protected tenancy under chapter 28  
36 of this Title had the former tenant not vacated the premises.

37 b. The 90-day notice shall disclose the tenant's rights pursuant  
38 to this section and the method for the tenant's response to exercise  
39 these rights. The landlord shall transmit a duplicate of the notice  
40 within the first five days of the 90-day period to the rent board in  
41 the municipality or, if there is no rent board, to the municipal clerk.

42 c. A landlord who fails to provide a former tenant a notice of  
43 intention to return to residential use pursuant to this section is liable  
44 for a civil penalty of not less than \$2,500 or more than \$10,000 for  
45 each offense, and in addition, treble damages, plus attorney's fees  
46 and costs of suit, for any loss or expenses incurred by a former  
47 tenant as a result of the failure. The commissioner, the Attorney  
48 General, or any other person shall commence an action to enforce a



1 penalty against the landlord by a summary proceeding under the  
2 "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10  
3 et seq.). Jurisdiction for such an action shall be in the Superior  
4 Court in the county in which the premises are located. If any  
5 person other than the Attorney General or the commissioner  
6 commences the action, the court shall remit any recovery to the  
7 person who commences the action.

8 d. In any action under this section, the court shall award, in  
9 addition to damages, any other appropriate legal or equitable relief.

10 e. No landlord shall be liable for a penalty pursuant to this  
11 section if the dwelling unit is returned to residential use more than  
12 five years after the date the premises are vacated or if the landlord  
13 made every reasonable effort to locate the former tenant and  
14 provide the notice including, but not limited to, the employment of  
15 a qualified professional locator service where no return receipt is  
16 obtained from the former tenant.

17 f. Notwithstanding paragraph (3) of subsection a. of  
18 N.J.S.46A:20-1, no damages awarded under this section shall be  
19 trebled where possession has been returned in accord with this  
20 section.

21 46A:21-5. Local ordinances permitted. a. Nothing contained in  
22 this chapter shall authorize any civil action to require that dwelling  
23 units remain vacant, limit any defense or challenge to evictions that  
24 is otherwise provided by law, or prohibit any provision of a local  
25 ordinance, which is not less restrictive, except as prohibited  
26 pursuant to subsection c. of N.J.S.46A:20-1.

27 b. Except as provided in subsection c. of N.J.S.46A:20-1, local  
28 ordinances may facilitate the objectives of this chapter to premises  
29 where tenants have received notice pursuant to paragraph (1) of  
30 subsection c. of N.J.S.46A:15-1 or subsection d. of N.J.S.46A:15-1  
31 including, but not limited to, any ordinance intended to:

32 (1) require landlords to obtain and register tenants' current and  
33 forwarding addresses;

34 (2) provide tenants and former tenants who have received notice  
35 of termination pursuant to paragraph (1) of subsection c. or  
36 subsection d. of N.J.S.46A:15-1 basic information about their  
37 relevant rights;

38 (3) provide a municipal registry for former tenants to file current  
39 addresses for receiving notice; and

40 (4) assist in locating former tenants who become entitled to  
41 receive notice pursuant to N.J.S.46A:21-4.

42 46A:21-6. Relocation of displaced tenants; ordinance;  
43 violations. a. A municipality may enact an ordinance providing  
44 that a residential tenant who receives a notice to vacate and demand  
45 for possession as a result of zoning or code enforcement activity for  
46 an illegal occupancy, pursuant to paragraph (3) of subsection c. of  
47 N.J.S.46A:15-1 or subparagraph (c) of paragraph (13) of subsection  
48 a. of N.J.S.46A:15-2, shall be considered a displaced person and

1 entitled, subject to subsection e. of this section, to a lump sum  
2 relocation assistance payment in an amount equal to six times the  
3 tenant's paid monthly rental to be paid by the owner to the tenant  
4 before the tenant is displaced; provided, however, that if a court  
5 finds that in the case of a code violation that requires enforcement  
6 activity, the code violation is primarily attributable to the tenant's  
7 conduct, the tenant shall not be entitled to receive any relocation  
8 assistance.

9 b. A municipality that has enacted an ordinance, pursuant to  
10 subsection a. of this section, may pay, from a revolving relocation  
11 assistance fund established pursuant to section 2 of P.L.1987,  
12 c.98 (C.20:4-4.1a), relocation assistance to any displaced person  
13 who has not received the required payment from the owner of the  
14 rental premises at the time of eviction. All relocation assistance  
15 costs incurred by a municipality pursuant to this subsection shall be  
16 repaid by the owner to the municipality in the same manner as  
17 relocation costs are billed and collected under subsection a. of  
18 section 1 of P.L.1983, c.536 (C.20:4-4.1) and section 1 of P.L.1984,  
19 c.30 (C.20:4-4.2). These repayments shall be deposited into the  
20 municipality's revolving relocation assistance fund.

21 c. A municipality that has enacted an ordinance, in addition to  
22 requiring reimbursement from the owner for relocation assistance  
23 paid to a displaced tenant, may also require the owner to:

24 (1) pay to the municipality an additional fine for zoning or  
25 housing code violations for an illegal occupancy, up to an amount  
26 equal to six times the monthly rental paid by the displaced person;  
27 and

28 (2) after affording the owner an opportunity for a hearing on the  
29 matter, pay to the municipality, for a subsequent violation for an  
30 illegal occupancy, an additional fine equal to the annual tuition cost  
31 of any resident of the illegally occupied unit attending a public  
32 school. The tuition cost shall be determined in the manner  
33 prescribed for nonresident pupils pursuant to N.J.S.18A:38-19 and  
34 the owner shall remit payment of the fine to the appropriate school  
35 district. For the purposes of this subsection, a "subsequent violation  
36 for an illegal occupancy" shall be limited to the violations that are  
37 new and a result of distinct and separate zoning or code  
38 enforcement activities, and not any continuing violations for which  
39 citations are issued by a zoning or code enforcement agent during  
40 the time period required for eviction proceedings to conclude if  
41 such proceedings were commenced by the owner. No additional  
42 fine shall be imposed for code violations that are primarily  
43 attributable to the tenant's conduct.

44 d. The municipality shall commence an action to enforce a fine  
45 against the owner under this section by a summary proceeding  
46 under the "Penalty Enforcement Law of 1999," P.L.1999,  
47 c.274 (C.2A:58-10 et seq.). Jurisdiction for such an action shall be

1 in the Superior Court or the municipal court in the county in which  
2 the premises are located.

3 e. The municipal ordinance may provide that an owner shall  
4 reduce no more than 50 percent of the amount of the relocation  
5 assistance lump sum payment by the amount of rent due and unpaid  
6 from the tenant.

7 f. For the purposes of this section, the "owner" shall exclude a  
8 mortgagee in possession of a building through foreclosure or a  
9 municipality that owns a building pursuant to a rehabilitation  
10 agreement.

11 46A:21-7. Relocation of displaced tenants; no ordinance;  
12 violations. a. If a tenant is displaced because of an illegal  
13 occupancy in residential rental premises, pursuant to paragraph (3)  
14 of subsection c. of N.J.S.46A:15-1 or paragraph (13)(c) of  
15 subsection a. of N.J.S.46A:15-2, and the municipality in which the  
16 rental premises is located has not enacted an ordinance under  
17 N.J.S.46A:21-6, the tenant shall be entitled to a lump sum  
18 relocation assistance payment from the owner in an amount equal to  
19 six times the monthly rent paid by the displaced tenant; provided,  
20 however, that if a court finds that in the case of a code violation  
21 requiring enforcement activity, the code violation is primarily  
22 attributable to the tenant's conduct, the tenant shall not be entitled  
23 to receive any relocation assistance.

24 b. The owner shall pay the relocation assistance to the displaced  
25 tenant five days prior to the issuance of the warrant for eviction of  
26 that tenant. The warrant for eviction of the displaced tenant may  
27 not be issued except as set forth in subsection c. of this section,  
28 provided that nothing in this section shall permit the execution of a  
29 warrant any sooner than eight days after the entry of a judgment for  
30 possession. Notwithstanding this provision, the court may enter a  
31 judgment for possession upon conclusion of the trial.

32 c. If the owner fails to pay the relocation assistance to the  
33 displaced tenant within 30 days after entry of the judgment for  
34 possession, the municipality may, upon written request of the  
35 tenant, advance the payment to the tenant, in which case the  
36 municipality shall petition the court to order:

37 (1) the reimbursement by the owner to the municipality, within  
38 30 days thereafter, in the amount of the relocation assistance paid  
39 by the municipality with interest that shall accrue and be due on any  
40 unpaid balance, at the rate of 18 percent per annum until the amount  
41 due and all accrued interest is paid in full; and

42 (2) the issuance of the warrant for eviction within five days  
43 thereafter.

44 d. If the owner does not pay the displaced tenant, in full, the  
45 relocation assistance for which the owner is liable and:

46 (1) the municipality does not advance to the tenant the  
47 relocation assistance payment for which the owner is liable within  
48 30 days after the judgment for possession has been entered, then

1 the unpaid balance and all accrued interest commencing from the  
2 sixth day after the payment was first due, and in addition, a fine in  
3 the amount of six times the monthly rent paid by the displaced  
4 tenant shall be a lien upon the real property on which the dwelling  
5 of the tenant was located for the benefit of that tenant; or

6 (2) the municipality pays the tenant and reimbursement to the  
7 municipality, along with costs and attorney's fees, is not paid by the  
8 owner in full within 30 days of the execution of the warrant of  
9 eviction of the tenant, then the unpaid balance and all accrued  
10 interest commencing from the sixth day after the payment was first  
11 due, and in addition, a fine in the amount of six times the monthly  
12 rent paid by the tenant shall be a lien upon the real property on  
13 which the dwelling of the tenant is located for the benefit of the  
14 municipality.

15 e. To perfect the lien under paragraph (1) or (2) of subsection d.  
16 of this section, a statement showing the amount and due date of the  
17 unpaid balance and identifying the real property by description or  
18 by reference to its designation on the tax map of the municipality  
19 shall be recorded with the county clerk or the registrar of deeds of  
20 the county where the affected property is located, and upon  
21 recording, the lien shall have the priority of a mortgage lien.  
22 Whenever the unpaid balance and all interest accrued thereon has  
23 been fully paid, the displaced residential tenant, the landlord, or the  
24 municipality shall promptly cancel or discharge the statement, in  
25 writing, at the place of recording.

26 f. An owner under this section that pays the relocation assistance  
27 lump sum payment to the tenant directly may reduce no more than  
28 50 percent of the amount of the payment by the amount of rent due  
29 and unpaid from the tenant. An owner, who does not pay the  
30 relocation assistance lump sum payment to the tenant directly but is  
31 then forced by court order to reimburse the municipality for its  
32 payment of relocation assistance to the tenant, shall not be  
33 permitted to reduce the amount of the payment by the amount of  
34 any rent due and unpaid from the tenant.

35 g. For the purposes of this section, the owner shall exclude a  
36 mortgagee in possession of a building through foreclosure or a  
37 municipality that owns a building pursuant to a rehabilitation  
38 agreement.

39 h. This section shall not authorize the enforcement of a lien for  
40 actual reasonable moving expenses with respect to any real  
41 property, the title to which has been acquired by a municipality and  
42 which has been transferred pursuant to a rehabilitation agreement.

43  
44 CHAPTER 22. CONVERSIONS FROM RESIDENTIAL RENTAL  
45 PREMISES

46 46A:22-1. Definitions.

- 1 46A:22-2. Conversion of multiple dwellings into
- 2 condominium, cooperative, or fee simple ownership; notice and
- 3 rights to tenants.
- 4 46A:22-3. Notice to tenant after master deed or
- 5 arrangement to establish cooperative.
- 6 46A:22-4. Tenant evicted to allow conversion; moving
- 7 expense compensation.
- 8 46A:22-5. Comparable housing rights.
- 9 46A:22-6. Rules and regulations.
- 10 46A:22-1. Definitions. For the purposes of this chapter:
- 11 a. "Comparable housing or park site" means housing that is:
- 12 (1) decent, safe, sanitary, and in compliance with all local and
- 13 State housing codes;
- 14 (2) available to all persons regardless of race, creed, national
- 15 origin, ancestry, marital status, or sex;
- 16 (3) provided with facilities equivalent to that provided by the
- 17 landlord in the dwelling unit or park site in which the tenant then
- 18 resides with regard to each of the following:
- 19 (a) apartment size, including number of rooms, or park site size;
- 20 (b) rent range;
- 21 (c) apartment's major kitchen and bathroom facilities; and
- 22 (d) special facilities necessary for persons with physical
- 23 disabilities;
- 24 (4) located in an area not less desirable than the area in which
- 25 the tenant then resides in regard to each of the following:
- 26 (a) accessibility to the tenant's place of employment;
- 27 (b) accessibility of community and commercial facilities; and
- 28 (c) environmental quality and conditions; and
- 29 (5) in accordance with additional reasonable criteria which the
- 30 tenant has requested in writing at the time of making any request
- 31 under this act.
- 32 b. "Condominium" means a condominium as defined in the
- 33 "Condominium Act," P.L.1969, c.257 (C.46:8B-1 et seq.).
- 34 c. "Cooperative" means a housing corporation or association,
- 35 which entitles the holder of a share or membership interest thereof
- 36 to possess and occupy, for dwelling purposes, a house, apartment,
- 37 or other structure owned or leased by the corporation or association,
- 38 or to lease or purchase a dwelling constructed or to be constructed
- 39 by the corporation or association.
- 40 46A:22-2. Conversion of multiple dwellings into condominium,
- 41 cooperative, or fee simple ownership; notice and rights to tenants
- 42 a. A owner who intends to convert a multiple dwelling, as defined
- 43 in the "Hotel and Multiple Dwelling Law," P.L.1967,
- 44 c.76 (C.55:13A-1 et seq.), other than a hotel, motel, or mobile home
- 45 park, into a condominium, cooperative, or fee simple ownership of
- 46 the several dwelling units or park sites shall serve each affected
- 47 tenant with the following:

1 (1) 60 days' notice of the intention to convert, which advises the  
2 tenant of a right to purchase ownership of the residential rental  
3 premises or dwelling unit at a specified price in accordance with  
4 this section, and the tenant's other rights as a tenant under this  
5 chapter in relation to the conversion of a building or a park to a  
6 condominium, cooperative, or fee simple ownership;

7 (2) the notice to vacate and demand for possession required by  
8 paragraph (6) of subsection b. of N.J.S.46A:16-6 in accordance with  
9 chapter 16 of this Title;

10 (3) prior to serving the notice to vacate and demand for  
11 possession as set forth in paragraph (2) of subsection a. of this  
12 section, the full plan of the conversion; and

13 (4) the notice of a right to apply for comparable housing in  
14 accordance with N.J.S.46A:22-5.

15 b. The notices required in paragraphs (1), (3), and (4) of  
16 subsection a. of this section may be combined in one notice.

17 c. The owner shall transmit a duplicate of the first such 60-day  
18 notice and full plan, or the combined notice referred to in  
19 subsection b. of this section, to the clerk of the municipality at the  
20 same time.

21 d. A tenant in occupancy at the time of the notice of intention to  
22 convert shall have the exclusive right to purchase the unit, the  
23 shares of stock allocated to the unit, or the park site for the first 90  
24 days after the notice, during which time the unit or site shall not be  
25 shown to a third party, unless the tenant has waived the right to  
26 purchase in writing.

27 46A:22-3. Notice to tenant after master deed or arrangement to  
28 establish cooperative. a. An owner who creates an initial tenancy  
29 after the master deed or agreement establishing the cooperative is  
30 recorded shall provide to the tenant at the time of applying for the  
31 tenancy and at the time of establishing any rental agreement a  
32 separate written statement as follows:

33 STATEMENT

34 THIS BUILDING (PARK) IS BEING CONVERTED TO OR IS  
35 A CONDOMINIUM OR COOPERATIVE (OR FEE SIMPLE  
36 OWNERSHIP OF THE SEVERAL DWELLING UNITS OR PARK  
37 SITES). YOUR TENANCY CAN BE TERMINATED UPON 60  
38 DAYS' NOTICE IF YOUR APARTMENT (PARK SITE) IS SOLD  
39 TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF  
40 YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A  
41 NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO  
42 COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE  
43 FOR TREBLE DAMAGES AND COURT COSTS.

44 b. The statement shall also be reproduced as the first clause in  
45 any written lease provided to the tenant.

46 46A:22-4. Tenant evicted to allow conversion; moving expense  
47 compensation. A tenant evicted under subsection f. of  
48 N.J.S.46A:15-1, pertaining to the conversion of two or more

1 dwelling units or park sites from the rental market to a  
2 condominium, cooperative, or fee simple ownership, unless the  
3 tenant also is being evicted for another cause under N.J.S.46A:15-1,  
4 other than subsection f. of N.J.S.46A:15-1, shall receive from the  
5 owner moving expense compensation in the form of a waiver of  
6 payment of one month's rent. This section is not applicable where a  
7 court grants a hardship stay pursuant to subsection e. of  
8 N.J.S.46A:22-5.

9 46A:22-5. Comparable housing rights. a. A tenant receiving a  
10 notice to vacate and demand for possession under paragraph (6) of  
11 subsection b. of 46A:16-6 may request, within 18 full months  
12 thereafter, that the landlord offer the tenant the rental of comparable  
13 housing or a park site and a reasonable opportunity to examine and  
14 rent the comparable housing or park site. The landlord shall offer  
15 the tenant the rental of comparable housing or a park site, and a  
16 reasonable opportunity to examine and rent the comparable housing  
17 or park site, if requested by the tenant, but shall not be obligated to  
18 do so if not requested by the tenant.

19 b. In any proceeding commenced in accordance with subsection  
20 f. of N.J.S.46A:15-1, pertaining to the landlord or owner of the  
21 building or mobile home park converting from the rental market to  
22 a condominium, cooperative, or fee simple ownership of two or  
23 more dwelling units or park sites, or subsection d. of N.J.S.46A:15-  
24 1, pertaining to the landlord or owner seeking to permanently retire  
25 the building from residential use or the mobile home park from use  
26 as a manufactured housing community, the owner shall prove that  
27 the tenant was offered the comparable housing or park site and  
28 provided a reasonable opportunity to examine and rent the housing  
29 or park site as requested.

30 c. If a tenant is not offered the comparable housing or park site  
31 and provided a reasonable opportunity to examine and rent the  
32 housing or park site as requested, the court may authorize one-year  
33 stays of eviction with reasonable rent increases until such time as  
34 the court is satisfied that the tenant has been offered the comparable  
35 housing or park site and provided with a reasonable opportunity to  
36 examine and rent the housing or park site as requested pursuant to  
37 this section. The court shall not grant more than five stays in any  
38 case. If the landlord fails to allege within one year of a prior stay  
39 that the tenant was offered a reasonable opportunity to examine and  
40 rent comparable housing or a park site within such prior year, a  
41 one-year stay of eviction shall be automatically renewed by the  
42 court, subject to the five year limitation; provided, however, that the  
43 court shall not authorize any further stays when the owner has also  
44 provided the tenant with hardship relocation compensation of  
45 waiver of payment of five months' rent.

46 d. A court with jurisdiction to order a stay pursuant to this  
47 section may invoke any provisions of chapter 28 of Title 46A of the  
48 New Jersey Statutes and grant to a tenant a protected tenancy

1 period, in accordance with chapter 28 of this Title, upon the court's  
2 determination that:

3 (1) the tenant would otherwise qualify as a senior citizen tenant,  
4 disabled tenant, or qualified income tenant pursuant to chapter 28 of  
5 Title 46A of the New Jersey Statutes, except for the fact that the  
6 building in which the dwelling unit is located was converted prior  
7 to the effective date of the former "Senior Citizens and Disabled  
8 Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22 et al.), or  
9 the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-  
10 61.42 et al.), now compiled in chapter 28 of Title 46A of the New  
11 Jersey Statutes; and

12 (2) the granting of the protected tenancy period, as applied to  
13 the tenant, would not violate due process or fundamental fairness  
14 concepts, giving particular consideration to whether a dwelling unit  
15 was sold on or before July 27, 1981, the effective date of P.L.1981,  
16 c.226 (C.2A:18-61.22 et al.), or June 1, 1992, the effective date of  
17 P.L.1991, c.509 (C.2A:18-61.42 et al.), to a bona fide individual  
18 purchaser who intended personally to occupy the unit.

19 e. A court that declines to grant a protected tenancy status under  
20 subsection d. of this section shall nevertheless order a hardship stay,  
21 as authorized by subsection c. of this section, until comparable  
22 relocation housing is provided.

23 46A:22-6. Rules and regulations. a. The department shall adopt  
24 rules and regulations, pursuant to the "Administrative Procedure  
25 Act," P.L.1968, c.410 (C.52:14B-1 et seq.), setting forth procedures  
26 required to be followed by landlords in providing tenants a  
27 reasonable opportunity to examine and rent comparable housing,  
28 including setting forth procedures and the information required to  
29 be disclosed to tenants regarding the procedures, the rights and  
30 responsibilities of tenants pertaining to comparable housing, and the  
31 plans and proposals of landlords which may affect a tenant in order  
32 to maximize the tenant's ability to exercise those rights.

33 b. Any rules and regulations adopted under this section shall  
34 only be applicable to tenants and owners of a building or mobile  
35 home park, dwelling units, or park sites which are being, or about to  
36 be, converted from the rental market to a condominium,  
37 cooperative, fee simple ownership, or to any mobile home park  
38 being permanently retired from the rental market.

39

40 ARTICLE 6. LANDLORD REMEDIES OTHER THAN  
41 EVICTION

42 CHAPTER 23. ACTION FOR RENT OR DAMAGES

43 46A:23-1. Action for rent.

44 46A:23-2. Action against tenant holding over; actual  
45 damages.

46 46A:23-1. Action for rent. A landlord to whom rent is due may  
47 commence an action for rent due. The action is independent of a  
48 summary eviction proceeding, and the landlord may commence the



1 action concurrently with, or at any time before or after, an action  
2 seeking possession of the rental premises or eviction of the tenant,  
3 in accordance with article 5 of Title 46A of the New Jersey  
4 Statutes.

5 46A:23-2. Action against tenant holding over; actual damages.

6 a. If a tenant of residential rental premises gives the landlord  
7 written notice of termination of the lease by a date certain and  
8 thereafter fails to vacate the premises by that date, the landlord may  
9 recover from the tenant actual damages that are incurred by the  
10 landlord, together with the costs of any action.

11 b. If a tenant of nonresidential rental premises remains in the  
12 premises beyond the original lease term and fails to comply with the  
13 tenant's affirmative obligations in the lease governing the renewal  
14 or extension of the lease term, or otherwise impermissibly continues  
15 to occupy the premises after the lease term has expired, the landlord  
16 may recover from the tenant the actual damages that are incurred by  
17 the landlord , together with the costs of any action, unless the lease  
18 provides for a different remedy, in which case the lease shall  
19 govern. Nothing provided in this subsection shall preclude the  
20 tenant and landlord from agreeing to extend the original lease term.

21

## 22 CHAPTER 24. DISTRAINT

23 46A:24-1. Application.

24 46A:24-2. Property subject to distraint.

25 46A:24-3. Time limitations.

26 46A:24-4. Procedure for seeking distraint; order to show  
27 cause.

28 46A:24-5. Impound and inventory of distrained property;  
29 up to \$500 exemption.

30 46A:24-6. Sale of remaining distrained property.

31 46A:24-7. Third parties to enter property.

32 46A:24-8. Seizure of property locked up; breaking and  
33 entering.

34 46A:24-9. Distribution of proceeds; further distraints  
35 permitted.

36 46A:24-10. Objection to sale; claim of interest in  
37 distrained property.

38 46A:24-11. Fees for enforcement officers; appraisers.

39 46A:24-12. Damages recoverable for failure to comply  
40 with this chapter.

41 46A:24-13. Damages recoverable for removal or  
42 concealing property subject to distraint.

43 46A:24-14. Reclaiming seized property.

44 46A:24-15. Apportionable rent.

45 46A:24-1. Application. This chapter shall be applicable to  
46 nonresidential rental premises only.

1       46A:24-2. Property subject to distraint. a. A landlord may  
2       distrain the personal property in or upon the rental premises  
3       belonging to a tenant.

4       b. For the purposes of this section, "personal property" is any  
5       tangible, movable property, including goods and chattels. "Personal  
6       property" does not include the tenant's personal clothing, publicly  
7       owned property, proprietary information, however stored, or any  
8       intangible property.

9       46A:24-3. Time limitations. a. Subject to the requirements of  
10      subsection b. of this section, a landlord may distraint for rent due  
11      within the six months immediately preceding the distraint.

12      b. Rent may be distrained for after it becomes due, but in no  
13      event shall the landlord at one time distraint for more than one year's  
14      rent arrears. If the tenant vacates the rental premises, the distraint  
15      shall be made within 30 days after the tenant vacates.

16      46A:24-4. Procedure for seeking distraint; order to show cause.

17      a. Except as provided in subsections b. and c. of this section, a  
18      landlord seeking to distraint a tenant's property shall proceed in the  
19      Superior Court, prior to seizing the property, by an application for  
20      an order to show cause supported by a verified complaint or  
21      affidavit in accordance with the Rules Governing the Courts of the  
22      State of New Jersey. On the return date of the order to show cause,  
23      the court shall, in accordance with this chapter, authorize the  
24      distraint and determine the property to be seized, impounded, and  
25      sold or grant such other emergent relief as is fair and equitable to  
26      the parties, pending a final hearing.

27      b. A landlord may, without prior judicial approval, seize and  
28      impound property of a tenant that expressly waives due process  
29      rights with regard to the property. The waiver may be made in a  
30      written lease or other writing signed by the tenant. Prior to selling  
31      the seized property, the landlord shall file, in the Superior Court, an  
32      application for an order to show cause supported by a verified  
33      complaint or affidavit in accordance with the Rules Governing the  
34      Courts of the State of New Jersey. On the return date of such order  
35      to show cause, the court shall determine the property to be sold.  
36      The sale shall be conducted in accordance with N.J.S.46A:24-6.

37      c. A landlord who reasonably believes the tenant will  
38      imminently remove or destroy the property before judicial approval  
39      can be obtained may seize and impound the tenant's property  
40      without a prior court order only if the landlord (1) provides  
41      concurrent notice of the seizure and the tenant's right to a post-  
42      deprivation hearing under this chapter to the tenant, by personal  
43      service or service by next day commercial courier requiring a  
44      signature upon receipt, or by posting the notice at the rental  
45      premises in a conspicuous place and (2) files in the Superior Court,  
46      prior to selling the seized property, an application for an order to  
47      show cause supported by a verified complaint or affidavit in  
48      accordance with the Rules Governing the Courts of the State of

1 New Jersey. On the return date of such order to show cause, the  
2 court shall determine the property to be sold or grant such other  
3 emergent relief as is fair and equitable to the parties, pending a final  
4 hearing. Upon the tenant's request, the court, within 10 days after  
5 seizure, may hold a hearing to determine whether the court should  
6 enter an order allowing the landlord to continue to hold the seized  
7 property.

8 46A:24-5. Impound and inventory of distrained property; up to  
9 \$500 exemption. a. Property that is distrained by court order, in  
10 accordance with subsection a. of N.J.S.46A:24-4, shall be seized  
11 and impounded by an enforcement officer in the county where the  
12 rental premises are located. Property that is distrained without  
13 court action, in accordance with subsection b. of N.J.S.46A:24-4,  
14 shall be seized and impounded by the landlord and then maintained  
15 and sold in accordance with the lease or this chapter. Property that  
16 is distrained prior to court action, in accordance with subsection c.  
17 of N.J.S.46A:24-4, shall be seized and impounded by the landlord  
18 and thereafter turned over to an enforcement officer for sale in  
19 accordance with court order.

20 b. Impounding shall occur either by padlocking the rental  
21 premises or otherwise securing the property in a location that is  
22 most convenient for that purpose within the same county. All  
23 distrained property seized at one time shall be impounded together  
24 unless otherwise ordered by a court.

25 c. Immediately after impounding the tenant's property, the  
26 property shall be inventoried by an enforcement officer either in  
27 accordance with subsection a. of N.J.S.46A:24-4, as provided by  
28 court order, or, in accordance with subsection b. or c. of  
29 N.J.S.46A:24-4, at the request of the landlord. The inventory shall  
30 include an evaluation of each item inventoried and the value of an  
31 item shall be the price estimated to be that for which the item would  
32 be sold at public sale. If the landlord fails to request the preparation  
33 of the inventory within two business days of seizure and  
34 impounding, the tenant may make a written request directly to the  
35 enforcement officer for the property to be inventoried and  
36 evaluated. A court order may require an appraisal, in addition to or  
37 in place of, an evaluation by the enforcement officer, in which case  
38 an independent professional appraisal shall be conducted in  
39 accordance with the order. The enforcement officer shall provide  
40 copies of the inventory and appraisal, if applicable, to the landlord,  
41 tenant, and their counsel, if any.

42 d. From the inventory, the tenant, or in the tenant's absence or if  
43 the tenant fails to do so within 10 days after the inventory is taken,  
44 the tenant's attorney, representative, or the enforcement officer on  
45 behalf of the tenant, shall select property valued at \$500. The  
46 selected property shall be exempt from sale and returned to the  
47 tenant or the tenant's representative immediately.

1       46A:24-6. Sale of remaining distrained property. Property  
2 remaining after the tenant's selection in accordance with subsection  
3 d. of 46A:24-5 shall be sold by an enforcement officer by any  
4 method specified in a lease or other agreement between the landlord  
5 and the tenant or by court order. The sale proceeds shall be  
6 distributed in accordance with section 46A:24-9.

7       46A:24-7. Third parties to enter property. The enforcement  
8 officer shall arrange for anyone viewing, appraising, buying, or  
9 removing the impounded property, for a purpose in accordance with  
10 this chapter, to enter the premises where the property is impounded  
11 for that purpose.

12       46A:24-8. Seizure of property locked up; breaking and entering.  
13 a. An enforcement officer, in accordance with a court order, may  
14 break open and enter during the hours of 8:00 a.m. to 6:00 p.m. a  
15 locked or otherwise secured location where a tenant has placed  
16 property to prevent its distraint. If the place where the property is  
17 secured is a residence, the landlord, by sworn testimony in court,  
18 shall first demonstrate the existence of a reasonable ground to  
19 suspect that the property is located at the residence.

20       b. Nothing in this subsection shall limit the ability of a landlord,  
21 in accordance with subsection b. of N.J.S.46A:24-4, from further  
22 securing the premises without actually breaking open and entering  
23 the premises. In the event of a dispute between landlord and tenant  
24 under this subsection, any access thereafter to the rental premises  
25 shall be subject to court order.

26       46A:24-9. Distribution of proceeds; further distraints permitted.

27 a. Upon the sale of the distrained property, the enforcement officer  
28 shall apply the proceeds of sale in the following order:

29       (1) payment of the reasonable charges of the impounding,  
30 appraisal, and sale;

31       (2) payment of the amount of the lien to any lienholder  
32 determined by a court or agreed to by the landlord and the tenant to  
33 have a superior interest to the landlord in the distrained property;

34       (3) payment of the amount of rent due the landlord as  
35 determined by the court, or as agreed to by the landlord and the  
36 tenant, subject to the limitations prescribed by this chapter;

37       (4) payment of the amount of the lien to any lienholder  
38 determined by a court to have a subordinate interest to the landlord  
39 in the distrained property; and

40       (5) return of any overage to the tenant.

41       b. If the value of the property distrained does not satisfy the full  
42 value of the rent arrears, further distraints may be made for the  
43 remainder that is due in a manner and within the limitations  
44 provided by this chapter and approved by the court.

45       46A:24-10. Objection to sale; claim of interest in distrained  
46 property. Any person, other than a landlord or tenant, who claims  
47 an interest in distrained property or who objects to the sale or other  
48 disposition of distrained property may:

1 a. file a written objection with the clerk of the court that issued  
2 the order, pursuant to N.J.S.46A:24-6, and deliver a copy of the  
3 objection to the enforcement officer and to the landlord and tenant,  
4 or to their respective attorneys if an action is pending, in which case  
5 the enforcement officer shall not sell or dispose of the property until  
6 further order of the court; or

7 b. if there is no court order, commence an action in the county  
8 where the property is impounded, naming the landlord and tenant as  
9 defendants, to enjoin the sale until the objection can be heard.

10 46A:24-11. Fees for enforcement officers; appraisers.  
11 Enforcement officers and appraisers that aid in the execution of this  
12 chapter shall be entitled to the fees provided for by law or Title 22A  
13 of the New Jersey Statutes.

14 46A:24-12. Damages recoverable for failure to comply with this  
15 chapter. If the landlord fails to follow the procedures required by  
16 this chapter, the aggrieved party may recover actual damages,  
17 together with the costs of any action. If the failure is willful, the  
18 aggrieved party may recover double the amount of damages,  
19 together with the costs of any action. No damages are recoverable  
20 for the inadvertent distraint of property that is not distrainable,  
21 provided the landlord acts to release or return the property as soon  
22 as the nature of the property is known.

23 46A:24-13. Damages recoverable for removal or concealing  
24 property subject to distraint. A landlord may recover actual  
25 damages resulting from the actions of a tenant who, with the intent  
26 to delay, hinder, or defraud the landlord, removes or conceals  
27 property subject to distraint. If the landlord can demonstrate that  
28 the tenant's actions were willful, the landlord may recover from the  
29 tenant double damages, together with the costs of any action.

30 46A:24-14. Reclaiming seized property. a. A tenant may apply  
31 to the court to reclaim seized property that has not been sold if the  
32 property has been seized in violation of this chapter or is otherwise  
33 wrongfully seized.

34 b. A third party may apply to the court to reclaim seized  
35 property, which belongs to the third party or in which the third  
36 party has rights superior to those of the landlord.

37 46A:24-15. Apportionable rent. A person entitled to a portion  
38 of the rent that is legally or equitably apportionable between  
39 concurrent owners, landlords, or their representatives, may distraint  
40 in the same manner as if entitled to the full amount.

41

42 CHAPTER 25. LIEN OR RIGHT TO PREFERENCE IN  
43 PAYMENT FOR RENT

44 46A:25-1. Application.

45 46A:25-2. Landlord's lien for rent.

46 46A:25-3. Landlord's right to preference in payment over  
47 unsecured creditors.

48 46A:25-4. Contractual lien for rent.

1 46A:25-5. Lien on assignor's goods; assignment for  
2 benefit of creditors.

3 46A:25-1. Application. This chapter shall be applicable to  
4 nonresidential rental premises only.

5 46A:25-2. Landlord's lien for rent. A landlord of nonresidential  
6 rental premises shall be entitled to a lien in the amount of unpaid  
7 rent arrears to the extent of the tenant's interest in distrainable  
8 personal property in or upon the rental premises. The lien shall  
9 attach from the date the property is seized in the process of  
10 distraint, in accordance with chapter 24 of Title 46A of the New  
11 Jersey Statutes.

12 46A:25-3. Landlord's right to preference in payment over  
13 unsecured creditors. a. If an unsecured creditor levies against the  
14 tenant's distrainable personal property in or upon the rental  
15 premises, by execution, attachment, or other process, the landlord  
16 may exercise a right to a preference in payment over any unsecured  
17 creditor for the unpaid rent arrears, not to exceed one year's rent.

18 b. The right to preference shall have the power of distraint from  
19 the date the landlord serves the enforcement officer with written  
20 notice of a claim for unpaid rent, including the amount of the rent  
21 arrears. The enforcement officer shall not sell the tenant's personal  
22 property during a period of 10 days after the levy in order to give  
23 the landlord an opportunity to make a claim. If served with a  
24 landlord's claim during the 10-day period, the enforcement officer  
25 shall pay the landlord the amount of the claim, subject to the one-  
26 year limitation, plus the cost of the enforcement officer's process  
27 either prior to or from the proceeds of the sale, after which the  
28 enforcement officer may levy and execute on behalf of the  
29 unsecured creditor.

30 c. If the rent arrears exceed one year's rent, payment of one  
31 year's rent to the landlord shall satisfy the landlord's lien and right  
32 to preference.

33 d. The enforcement officer shall not remove any of the tenant's  
34 personal property from the rental premises, except during normal  
35 business hours and with prior notice to the landlord and to the  
36 tenant, or, in the tenant's absence, to a person 18 years of age or  
37 older at the premises from where the removal will take place.

38 46A:25-4. Contractual lien for rent. Nothing in this chapter  
39 shall preclude a landlord from:

40 a. acquiring a security interest in the tenant's distrainable  
41 personal property to satisfy any and all rent arrears, whether or not  
42 in excess of one year's rent, by express provision in a lease or other  
43 contract, or

44 b. perfecting such security interest in accordance with the  
45 "Uniform Commercial Code-Secured Transactions," P.L.2001,  
46 c.177 (12A:9-101, et seq.), at the time of commencement of the  
47 lease or thereafter so as to be entitled to preference over other  
48 secured or unsecured creditors.

1       46A:25-5. Lien on assignor's goods; assignment for benefit of  
2 creditors. a. If a tenant makes an assignment of personal property  
3 in or upon the rental premises for the benefit of creditors, the  
4 landlord shall be entitled to a lien in the amount of unpaid rent  
5 arrears to the extent of the tenant's interest, not exceeding one year's  
6 rent. The lien shall attach as of the date of the assignment.

7       b. The lien shall be first paid by the assignee, before payment of  
8 any other creditors, out of the personal property of the tenant, which  
9 was in or on the rental premises at the time of the assignment. If  
10 the tenant or its assignee removes personal property from the rental  
11 premises after the assignment, the landlord, within 40 days after its  
12 removal, may distrain the removed personal property in accordance  
13 with chapter 24 of this Title.  
14

15       CHAPTER 26. ACTION FOR DAMAGE, DESTRUCTION OR  
16       MATERIAL ALTERATION OF RENTAL PREMISES

17       46A:26-1.               Application.

18       46A:26-2.               Damage to or destruction of rental premises.

19       46A:26-3.               Material alteration or change in the nature or  
20 character of the rental premises.

21       46A:26-4.               Violation; damages.

22       46A:26-1. Application. This chapter shall be applicable to  
23 residential and nonresidential rental premises.

24       46A:26-2. Damage to or destruction of rental premises. A  
25 tenant shall not cause, by gross negligence or intentional conduct,  
26 any damage to or destruction of the rental premises that is not in  
27 accordance with the lease or not reasonably implied from the  
28 parties' conduct.

29       46A:26-3. Material alteration or change in the nature or  
30 character of the rental premises. a. A tenant shall not materially  
31 alter or change the nature or character of the rental premises or the  
32 real property in which there are the rental premises if doing so will  
33 violate the lease or any other agreement regulating the conduct of  
34 the owner of the rental premises or restricting the use of the real  
35 property;

36       b. If no lease or other agreement expressly prohibits the  
37 alteration or change in the nature or character of the rental premises  
38 or the real property in which there are the rental premises, a tenant  
39 may materially alter or change the nature or character of the rental  
40 premises or the real property if the tenant:

41       (1) provides a form of security to the landlord in accordance  
42 with chapter 13 of this Title;

43       (2) serves upon the landlord, within 30 days prior to  
44 commencement of the alteration or change, written notice of the  
45 intention to make such alternation or change and specifying its  
46 nature; and

47       (3) establishes that the alteration or change, when completed,  
48 will not reduce the market value of the rental premises or the real

1 property, and a prudent landlord or owner would likely make the  
2 alteration or change under the circumstances.

3 46A:26-4. Violation; damages. a. Upon a finding for the  
4 landlord in an action commenced for a violation of N.J.S.46A:26-2,  
5 the landlord may recover actual damages and, in the case of a  
6 willful violation, punitive damages in the court's discretion,  
7 together with the costs of any action.

8 b. Upon a finding for the landlord in an action commenced for a  
9 violation of N.J.S.46A:26-3, the landlord may recover, together  
10 with the costs of any action, at the landlord's election, damages  
11 based on:

12 (1) the actual cost of restoring the property to its original  
13 condition; or

14 (2) the difference between the fair value of the rental premises  
15 before the alteration or change and the fair value of the rental  
16 premises subsequent to the alteration or change.

17 c. An offset for any insurance proceeds recovered by the  
18 landlord or for the landlord's benefit for the offending conduct shall  
19 be applied against any award of damages permitted under this  
20 section.

21 d. In addition to or in lieu of any damages permitted under this  
22 section, a landlord may recover injunctive relief in accordance with  
23 the Rules Governing the Courts of the State of New Jersey.  
24

## 25 CHAPTER 27. ABANDONED TENANT PROPERTY

26 46A:27-1. Application.

27 46A:27-2. Applicability of certain nonresidential lease  
28 provisions.

29 46A:27-3. Landlord's right to dispose of certain property  
30 left upon premises.

31 46A:27-4. Notice requirements.

32 46A:27-5. Delivery of notice.

33 46A:27-6. Storage; reasonable charges; reimbursement  
34 from tenant.

35 46A:27-7. Tenant response; lienholder response; failure  
36 to act.

37 46A:27-8. Abandoned property; disposal.

38 46A:27-9. Right of landlord; nonresidential property.

39 46A:27-10. Net proceeds of sale; deductions by landlord.

40 46A:27-11. Compliance in good faith; complete defense.

41 46A:27-12. Tenant relieved of liability; landlord's failure  
42 to comply.

43 46A:27-13. Abandoned property not a bulk sale.

44 46A:27-1. Application. a. This chapter may be invoked with  
45 regard to residential or nonresidential rental premises.

46 b. This chapter shall not be applicable to:



1 (1) property as defined in and which must be disposed of in  
2 accordance with the "Uniform Unclaimed Property Act,"  
3 R.S.46:30B-1 et seq.;

4 (2) motor vehicles; and

5 (3) personal property of the tenant that is expressly relinquished  
6 to the landlord, which shall be treated as abandoned property in  
7 accordance with P.L.1999, c.331 (C.46:30C-1 et seq.).

8 46A:27-2. Applicability of certain nonresidential lease  
9 provisions. If a provision in a lease for nonresidential premises  
10 controls notice, storage, and the manner of sale or disposal of the  
11 tenant's property, the lease provision, and not the provisions of this  
12 chapter on those subjects, shall be applicable. A lease provision  
13 regarding the distribution of proceeds from the sale of abandoned  
14 tenant property shall not supersede this chapter with regard to the  
15 distribution of those proceeds.

16 46A:27-3. Landlord's right to dispose of certain property left  
17 upon premises. A landlord who reasonably believes that a tenant  
18 left personal property, including manufactured or mobile homes, at  
19 the rental premises with no intention of asserting any further claim  
20 to the property, may presume the property is abandoned by the  
21 tenant and dispose of the property in the manner provided by this  
22 chapter, only if notice is first given to the tenant as required by  
23 N.J.S.46A:27-4 and

24 a. a warrant for removal has been executed and possession of the  
25 premises has been restored to the landlord or the landlord  
26 reasonably believes that the tenant has permanently vacated the  
27 premises; or

28 b. the tenant has given written notice of voluntary  
29 relinquishment of possession of the premises.

30 46A:27-4. Notice requirements. Before disposing of the  
31 property, the landlord shall send written notice to the tenant in the  
32 manner provided by N.J.S.46A:27-5, which states that:

33 a. the property is considered abandoned by the tenant and must  
34 be removed from the rental premises or from the place where the  
35 property is stored, in which case the address of the storage facility  
36 shall be provided by the following dates:

37 (1) in the case of any property other than a manufactured or  
38 mobile home, within 30 days after delivery of the notice or within  
39 33 days after the date of mailing, whichever comes first; or

40 (2) in the case of a manufactured or mobile home, within 75  
41 days after delivery of the notice or within 78 days after the date of  
42 mailing, whichever comes first; and

43 b. any property not removed by the dates provided in subsection  
44 a. of this section may be:

45 (1) sold at a public or private sale;

46 (2) destroyed or otherwise disposed of if the landlord reasonably  
47 determines that the cost of storage and conducting a public sale, or  
48 the cost of the separation of the personal property by value and

1 conducting a public sale of only the valuable items, would probably  
2 exceed the amount of the proceeds of the sale of the property; or  
3 (3) separated by value, the valuable items sold, and the  
4 remainder destroyed or otherwise disposed of by the landlord; and  
5 c. the landlord must make the property available without  
6 payment of any rent arrears if the rental premises are residential and  
7 the tenant claims the property by the dates provided in subsection a.  
8 of this section.

9 46A:27-5. Delivery of notice. a. The landlord shall send the  
10 required notice, addressed to the tenant, to the last known business  
11 or residence address of the tenant, which may be the address of the  
12 rental premises, and at any alternate address or addresses known to  
13 the landlord. In the case of nonresidential premises, the landlord  
14 may send the notice to an address provided in the lease for the  
15 delivery of copies of notices.

16 b. The notice shall be sent by:  
17 (1) regular mail, in an envelope endorsed "Please Forward"; and  
18 (2) either personal delivery, registered mail, certified mail,  
19 return receipt requested, or commercial courier whose regular  
20 business is delivery service, required signature requested.

21 c. If the personal property subject to disposal is a manufactured  
22 or mobile home, the landlord shall send a copy of the notice  
23 simultaneously and in the same manner as in subsection b. of this  
24 section to the Chief Administrator of the Motor Vehicles  
25 Commission and to all lienholders whose security interests in the  
26 property have been recorded with the Motor Vehicles Commission.  
27 If the landlord has knowledge of a person with an interest in the  
28 property, other than the tenant, the landlord shall send a copy of the  
29 notice shall in the same manner as in subsection b. of this section to  
30 that person.

31 46A:27-6. Storage; reasonable charges; reimbursement from  
32 tenant. a. After the notice is sent to the tenant in accordance with  
33 this chapter, the landlord shall store all of the tenant's personal  
34 property in a safe and secure place on or off the rental premises, and  
35 shall exercise reasonable care for the property, except that the  
36 landlord may promptly dispose of perishable food and allow an  
37 animal control agency or humane society to remove any pets or  
38 livestock.

39 b. The tenant shall pay the landlord's reasonable cost of removal  
40 of the property from the premises, storage charges, and costs  
41 incidental to storage for the period the tenant's personal property is  
42 in the landlord's safekeeping. The charges shall not be greater than  
43 the fair market value of such costs in the locale of the rental  
44 property.

45 c. A landlord shall not be responsible for any loss to a tenant  
46 resulting from storage of property in compliance with this chapter,  
47 unless the loss was caused by the landlord's deliberate or negligent  
48 act or omission.

1       46A:27-7. Tenant response; lienholder response; failure to act.  
2 After the notice required under this chapter is sent to the tenant, the  
3 tenant's property shall be conclusively presumed to be abandoned  
4 by the tenant unless:

5       a. the tenant responds to the landlord within the time frame  
6 specified in the notice and removes the property within that  
7 timeframe or within 15 days after a written response, whichever is  
8 later; or

9       b. in the case of a manufactured or mobile home, a lienholder  
10 responds to the landlord, in writing, regarding a security interest  
11 therein, indicating the intent either (1) to remove the property or (2)  
12 to pay rent as a condition of leaving the property, and does (1) or  
13 (2) within the time specified by the notice, or within 15 days after  
14 the written response, whichever is later.

15       46A:27-8. Abandoned property; disposal. Property conclusively  
16 presumed to be abandoned in accordance with N.J.S.46A:27-7 shall  
17 be disposed of, in whole or in part, by the landlord in any of the  
18 following ways:

19       a. at a public or private sale conducted in accordance with  
20 N.J.S.12A:9-601 et seq.;

21       b. by destruction or other disposal if the landlord reasonably  
22 determines that the cost of storage and conducting a public sale  
23 would probably exceed the proceeds of the sale of the property; or

24       c. by the sale of certain items and the destruction or other  
25 disposal of the remaining property in accordance with subsections  
26 a. and b. of this section.

27       46A:27-9. Right of landlord; nonresidential property. Nothing  
28 in this chapter shall diminish the right of a landlord of a  
29 nonresidential property to use distraint in accordance with chapter  
30 24 of this Title or make preferential claims in accordance with  
31 chapter 25 of this Title.

32       46A:27-10. Net proceeds of sale; deductions by landlord. a.  
33 Within 30 days after a sale of the tenant's property, the landlord  
34 shall return to the tenant, by personal delivery or commercial  
35 courier whose regular business is delivery service, with a required  
36 signature requested, any proceeds of sale, along with an itemized  
37 accounting after deduction of the reasonable costs of notice as  
38 required by N.J.S.46A:27-5, storage, removal of the property,  
39 disposal, sale, and any unpaid rent and charges not covered by the  
40 security deposit.

41       b. If the tenant cannot be located, the remaining proceeds shall  
42 be deposited with the administrator pursuant to the "Uniform  
43 Unclaimed Property Act," R.S.46:30B-1 et seq.

44       46A:27-11. Compliance in good faith; complete defense. A  
45 good faith effort to comply with all the requirements of this chapter  
46 shall constitute a complete defense in any action brought by a  
47 tenant against a landlord for loss or damage to personal property  
48 disposed of pursuant to this chapter.

1       46A:27-12. Tenant relieved of liability; landlord's failure to  
2       comply. If a landlord fails to make a good faith effort to comply  
3       with this chapter, the tenant shall be relieved of any liability for  
4       reimbursement to the landlord for storage and removal costs and  
5       shall be entitled to recover up to twice the tenant's actual damages.  
6       If a landlord makes a good faith effort to comply with this chapter,  
7       the landlord's liability to a tenant, if any, shall be no more than the  
8       value of the abandoned property.

9       46A:27-13. Abandoned property not a bulk sale. The transfer of  
10      ownership of abandoned tenant property in accordance with a lease  
11      and the sale of abandoned property in accordance with a lease or  
12      this chapter shall not be deemed a sale, transfer, or assignment in  
13      bulk of any part or whole of the business assets of the landlord or  
14      tenant.

15

16       ARTICLE 7. PROTECTED TENANCIES – SENIOR CITIZEN  
17       TENANTS AND DISABLED TENANTS; QUALIFIED INCOME  
18       TENANTS

19       CHAPTER 28. TENANCIES OF RESIDENTIAL RENTAL  
20       PREMISES PROTECTED FROM CONVERSION

21      46A:28-1.           Definitions.

22      46A:28-2.           Applicable to conversion of structures  
23      containing not less than five dwelling units; not applicable until  
24      conversion recording.

25      46A:28-3.           Protected tenancy status.

26      46A:28-4.           Administrative agency to administer chapter  
27      provisions.

28      46A:28-5.           Notification to administrative agency by  
29      owner prior to conversion.

30      46A:28-6.           Notice to protected tenants from  
31      administrative agency.

32      46A:28-7.           Procedures for determining eligibility or  
33      qualification for protected tenancy status.

34      46A:28-8.           Grounds for determining eligibility for  
35      protected tenancy status; eligibility notice provided.

36      46A:28-9.           Registration of conversion; approval after  
37      proof of notice of eligibility to tenants.

38      46A:28-10.          Rent increase restrictions.

39      46A:28-11.          Termination of protected tenancy; grounds.

40      46A:28-12.          Termination of protected tenancy; eviction;  
41      alternative eligibility.

42      46A:28-13.          Obligation to investigate status of qualified  
43      income tenant.

44      46A:28-14.          Termination upon purchase of unit.

45      46A:28-15.          Informing prospective purchasers of  
46      conversion.

47      46A:28-16.          Municipal fee for services required by this  
48      chapter.

1 46A:28-17. Actions for eviction of qualified income  
2 tenants; unaffected by this chapter.  
3 46A:28-18. Rules; regulations.  
4 46A:28-19. Liberal construction of chapter.  
5 46A:28-1. Definitions. For the purposes of this chapter:  
6 "Annual household income" means (1) in the case of senior  
7 citizen tenants or disabled tenants, the total income from all sources  
8 during the last full calendar year for all members of the household  
9 who reside in the tenant's dwelling unit when the tenant applies for  
10 protected tenancy status, regardless of whether the income is  
11 subject to taxation by any taxing authority; or (2) in the case of  
12 qualified income tenants, the total income from all sources during  
13 the last full calendar year or the annual average of that total income  
14 during the last two calendar years, whichever is less, of the tenant  
15 and all members of the tenant's household who are residing in the  
16 tenant's dwelling unit when the tenant applies for protected tenancy,  
17 regardless of whether the income is subject to taxation by any  
18 taxing authority.  
19 "Application for registration of conversion" means an application  
20 for registration filed with the department in accordance with "The  
21 Planned Real Estate Development Full Disclosure Act," P.L.1977,  
22 c.419 (C.45:22A-21 et seq.).  
23 "Conversion" means conversion as defined in "The Planned Real  
24 Estate Development Full Disclosure Act," P.L.1977,  
25 c.419 (C.45:22A-21 et seq.).  
26 "Conversion recording" means the recording with the appropriate  
27 county officer of a master deed for a condominium or a deed to a  
28 cooperative corporation for a planned residential development or  
29 separable fee simple ownership of the dwelling units.  
30 "Convert" means to convert one or more buildings or a mobile  
31 home park containing in the aggregate not less than five dwelling  
32 units or mobile home sites or pads from residential rental use to  
33 condominium, cooperative, planned residential development,  
34 separable fee simple ownership of the dwelling units, or of the  
35 mobile home sites or pads.  
36 "County rental housing shortage" means a certification issued by  
37 the Commissioner that there has occurred a significant decline in  
38 the availability of rental dwelling units in the county due to  
39 conversions, provided that the Commissioner shall not issue any  
40 such certification unless during the immediately preceding 10 year  
41 period the aggregate number of rental units subject to registrations  
42 of conversion during any three consecutive years in the county (1)  
43 exceeds 10,000 and (2) in at least one of those three years, exceeds  
44 5,000.  
45 "Disabled tenant" means a tenant who is, on the date of the  
46 conversion recording for the building in which the tenant's dwelling  
47 unit is located, totally and permanently unable to engage in any  
48 substantial gainful activity by reason of any medically determinable

1 physical or mental impairment, including blindness, or a tenant who  
2 has been honorably discharged or released from active service in  
3 any branch of the United States Armed Forces and who is rated as  
4 having a 60 percent disability or higher as a result of that service  
5 pursuant to a federal law administered by the United States  
6 Veterans' Act, provided that the dwelling unit (1) has been the  
7 principal residence of the disabled tenant for at least one year  
8 immediately preceding the conversion recording or (2) is the  
9 principal residence of the disabled tenant under the terms of a lease  
10 for a period of more than one year. For the purposes of this  
11 definition, "blindness" means central visual acuity of 20/200 or less  
12 in the better eye with the use of correcting lenses. An eye that is  
13 accompanied by a limitation in the fields of vision, such that the  
14 widest diameter of the visual field subtends an angle no greater than  
15 20 degrees, shall be considered as having a central visual acuity of  
16 20/200 or less.

17 "Index" means the annual average, over a 12-month period  
18 beginning September 1 and ending August 31, of the Consumer  
19 Price Index for Urban Wage Earners and Clerical Workers (CPI-W),  
20 All Items Series A, of the United States Department of Labor  
21 (1957-1959 = 100), for either the New York, NY-Northeastern New  
22 Jersey or the Philadelphia, PA-New Jersey region, according as  
23 either shall have been determined by the commissioner to be  
24 applicable in the locality of a property undergoing conversion.

25 "Protected tenancy period" means, except as otherwise provided  
26 in this chapter, (1) in the case of senior citizen tenants and disabled  
27 tenants as defined in this chapter, the 40 years following the  
28 conversion recording for the building in which is located the  
29 dwelling unit of the senior citizen tenant or disabled tenant or (2) in  
30 the case of qualified tenants as defined in this chapter, all that time  
31 following the conversion recording for a building during which a  
32 qualified tenant in that building continues to be a qualified tenant  
33 and continues to occupy a dwelling unit therein as a principal  
34 residence.

35 "Qualified county" means any county with (1) a population in  
36 excess of 500,000 and a population density in excess of 8,500 per  
37 square mile, according to the most recent federal decennial census  
38 or (2) a county rental housing shortage.

39 "Qualified income tenant" means a tenant residing in a qualified  
40 county who has (1) applied for protected tenancy status on or before  
41 the date of registration of conversion by the department, or within  
42 one year of the effective date of the "Tenant Protection Act of  
43 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), which is June 1,  
44 1992, whichever is later; (2) occupied the premises as a principal  
45 residence for at least 12 consecutive months next preceding the date  
46 of application; and (3) demonstrated annual household income that  
47 does not, at the time of application, exceed the maximum qualifying  
48 income as determined pursuant to subsection c. of N.J.S.46A:28-3,

1 except that this income limitation shall not be applicable to any  
2 tenant who is age 75 or more years or to a disabled tenant as  
3 defined in this chapter.

4 "Registration of conversion" means an approval of an application  
5 for registration by the department in accordance with "The Planned  
6 Real Estate Development Full Disclosure Act," P.L.1977,  
7 c.419 (C.45:22A-21 et seq.).

8 "Senior citizen tenant" means a tenant who is 62 years of age or  
9 older on the date of the conversion recording for the building in  
10 which the tenant's dwelling unit is located or, if the tenant should  
11 die after the owner files the conversion recording, the surviving  
12 spouse, domestic partner, or civil union partner of the tenant,  
13 provided the surviving spouse, domestic partner, or civil union  
14 partner is 50 years of age or older at the time of the filing, and  
15 further provided that the building: (1) has been the principal  
16 residence of the senior citizen tenant or the spouse, domestic  
17 partner or civil union partner, for at least one year immediately  
18 preceding the conversion recording or the death or (2) is the  
19 principal residence of the senior citizen tenant or the spouse or  
20 domestic partner or civil union partner under the terms of a lease for  
21 a period of more than one year.

22 "Tenant in need of comparable housing" means a tenant who is  
23 not a qualified tenant, a senior citizen tenant, or a disabled tenant as  
24 defined by this chapter.

25 46A:28-2. Applicable to conversion of structures containing not  
26 less than five dwelling units; not applicable until conversion  
27 recording. a. Subject to subsections b. and c. of this section, this  
28 chapter shall be applicable only to the conversion of buildings,  
29 structures, or mobile home parks containing, in the aggregate, five  
30 or more dwelling units or mobile home sites or pads for residential  
31 use to condominium, cooperative, planned residential development,  
32 or separable fee simple ownership of the dwelling units or the  
33 mobile home sites or pads.

34 b. The protected tenancy status authorized by this chapter shall  
35 not be applicable to any eligible or qualified tenant until such time  
36 as the owner has filed the conversion recording.

37 c. The protected tenancy status shall automatically be applicable  
38 as soon as a tenant receives notice of eligibility or qualification and  
39 the landlord files the conversion recording. However, the landlord  
40 shall not file the conversion recording until after the registration of  
41 conversion.

42 46A:28-3. Protected tenancy status. a. Each eligible senior  
43 citizen tenant or disabled tenant, as defined in this chapter, shall be  
44 granted a protected tenancy status with respect to that tenant's  
45 dwelling unit upon conversion of the building or structure in which  
46 the unit is located. The protected tenancy status shall be granted  
47 upon proper application and qualification pursuant to this chapter.  
48 Each senior citizen tenant or disabled tenant in need of comparable

1 housing may remain in the tenant's dwelling unit upon conversion  
2 of the building in which the unit is located until the owner of the  
3 building has complied with chapter 22 of Title 46A of the New  
4 Jersey Statutes.

5 b. Each qualified income tenant, as defined in this chapter, shall  
6 be granted a protected tenancy status with respect to that tenant's  
7 dwelling unit upon conversion of the building or structure in which  
8 the unit is located. The protected tenancy status shall be granted  
9 upon proper application and qualification pursuant to this chapter.  
10 Each qualified income tenant in need of comparable housing may  
11 remain in the tenant's dwelling unit upon conversion of the building  
12 in which the unit is located, until the owner of the building has  
13 complied with chapter 22 of this Title.

14 c. For purposes of determining qualified income status for  
15 qualified income tenants under subsection b. of this section, the  
16 base figures for calculating the maximum qualifying income, which  
17 shall be adjusted by the percentage charge, if any, in the applicable  
18 index that has occurred since June 1, 1992, whenever an application  
19 for protected tenancy is filed or termination of a previously granted  
20 protected tenancy is sought pursuant to subsection b. of  
21 N.J.S.46A:28-12, are:

- 22 (1) in a household comprising one person, \$31,400;
- 23 (2) in a household comprising two persons, \$38,500;
- 24 (3) in a household comprising three persons, \$44,800;
- 25 (4) in a household comprising four persons, \$50,300;
- 26 (5) in a household comprising five persons, \$55,000;
- 27 (6) in a household comprising six persons, \$58,900;
- 28 (7) in a household comprising seven persons, \$62,000; and
- 29 (8) in a household comprising eight or more persons, \$64,300.

30 46A:28-4. Administrative agency to administer chapter  
31 provisions. a. For purposes of effectuating the provisions of this  
32 chapter, pertaining to senior citizen tenants and disabled tenants, the  
33 governing body of the municipality shall authorize a municipal  
34 board, agency, or officer to act as its administrative agency or enter  
35 into a contractual agreement with a county office on aging or a  
36 similar agency to act as its administrative agency. In the absence of  
37 such authorization or contractual agreement, the provisions of this  
38 chapter, pertaining to senior citizen tenants and disabled tenants,  
39 shall be administered by a municipal board whose principal  
40 responsibility concerns the regulation of residential rents or, if no  
41 such board exists, by the municipal clerk.

42 b. For purposes of effectuating the provisions of this chapter  
43 pertaining to qualified income tenants, each municipal governing  
44 body in a qualified county shall designate a municipal board,  
45 agency, or officer to act as its administrative agency or enter into a  
46 contractual agreement with an appropriate county to act as its  
47 administrative agency. In the absence of such authorization or  
48 contractual agreement, the provisions of this chapter, pertaining to



1 qualified income tenants, shall be administered by the board,  
2 agency, or officer authorized by subsection a. of this section.

3 46A:28-5. Notification to administrative agency by owner prior  
4 to conversion. a. The owner of a building in which there are  
5 residential premises rented by senior citizen tenants or disabled  
6 tenants who seeks to convert the premises, shall notify the  
7 administrative agency responsible for administering the provisions  
8 of this chapter, pertaining to senior citizen tenants and disabled  
9 tenants, of the owner's intention to file an application for  
10 registration of conversion with the department prior to the filing.  
11 The owner shall also supply the agency with a list of every tenant  
12 residing in the premises, with stamped envelopes addressed to each  
13 tenant and with a sufficient number of copies of the notice to  
14 tenants as set forth in N.J.S.46A:28-6, and application forms for the  
15 protected tenancy status.

16 b. The owner of a building in which there are residential  
17 premises rented by qualified income tenants who seeks to convert  
18 the premises shall notify the administrative agency responsible for  
19 administering the provisions of this chapter, pertaining to qualified  
20 income tenants, of the owner's intention to file an application for  
21 registration of conversion with the department prior to the filing.  
22 The owner shall also supply the agency with a list of every tenant  
23 residing in the premises, with stamped envelopes addressed to each  
24 tenant, with a sufficient number of copies of the notice to tenants as  
25 set forth in N.J.S.46A:28-6, and application forms for the protected  
26 tenancy status.

27 46A:28-6. Notice to protected tenants from administrative  
28 agency. Within 10 days after receiving a list of tenants from the  
29 owner:

30 a. with regard to senior citizen tenants and disabled tenants, the  
31 administrative agency shall notify each senior citizen residential  
32 tenant and each disabled residential tenant, in writing, of the  
33 owner's intention and the applicability of this chapter, and provide  
34 each tenant with a written application form. The notice to the  
35 tenant shall be substantially in the following form:

36 NOTICE

37 THE OWNER OF YOUR APARTMENT HAS NOTIFIED  
38 ..... (insert name of municipality) OF THE  
39 OWNER'S INTENTION TO CONVERT TO A CONDOMINIUM  
40 OR COOPERATIVE. THE LEGISLATURE HAS PROVIDED  
41 THAT, IF YOU ARE A SENIOR CITIZEN, 62 YEARS OF AGE  
42 OR OLDER, OR DISABLED, YOU MAY BE ENTITLED TO A  
43 PROTECTED TENANCY PERIOD. PROTECTED TENANCY  
44 MEANS THAT YOU CANNOT BE EVICTED BECAUSE OF  
45 THE CONVERSION. YOU MAY BE ELIGIBLE:

46 (1) IF YOU ARE 62, OR WILL SOON BE 62, OR IF YOU  
47 ARE DISABLED; AND

1 (2) IF YOU HAVE LIVED IN YOUR APARTMENT FOR AT  
2 LEAST ONE YEAR OR IF THE LEASE ON YOUR  
3 APARTMENT IS FOR A PERIOD OF MORE THAN ONE YEAR;  
4 AND

5 (3) IF YOUR HOUSEHOLD INCOME IS LESS THAN  
6 ..... (insert current income figure for county as  
7 established by N.J.S.46A:28-8a. of this chapter).

8 IF YOU WISH THIS PROTECTION, SEND IN THE  
9 APPLICATION FORM BY ..... (insert date 60 days  
10 after municipality's mailing) TO THE ..... (insert  
11 name and address of administrative agency). FOR FURTHER  
12 INFORMATION CALL ..... (insert phone  
13 number of administrative agency) OR ..... (insert  
14 phone number of Department of Community Affairs).

15 IF YOU DO NOT APPLY YOU CAN BE EVICTED BY YOUR  
16 LANDLORD UPON PROPER NOTICE.

17 or

18 b. with regard to qualified income tenants, the administrative  
19 agency shall notify each qualified income residential tenant, in  
20 writing, of the owner's intention and of the applicability of this  
21 chapter, and provide each tenant with a written application form.  
22 The notice to the tenant shall be substantially in the following form:  
23 NOTICE

24 THE OWNER OF YOUR APARTMENT HAS NOTIFIED  
25 ..... (insert name of municipality) OF THE  
26 OWNER'S INTENTION TO CONVERT TO A CONDOMINIUM  
27 OR COOPERATIVE.

28 UNDER STATE LAW YOU MAY BE ENTITLED TO A  
29 PROTECTED TENANCY.

30 PROTECTED TENANCY MEANS THAT YOU CANNOT BE  
31 EVICTED BECAUSE OF THE CONVERSION.

32 YOU MAY BE QUALIFIED:

33 (1) IF YOU HAVE LIVED IN YOUR APARTMENT FOR A  
34 YEAR AND

35 (2) IF YOUR HOUSEHOLD INCOME IS LESS THAN  
36 ..... (insert current maximum qualifying  
37 income established under N.J.S.46A:28-3c.), OR

38 (3) YOU ARE DISABLED OR ARE AT LEAST 75 YEARS  
39 OLD.

40 IF YOU THINK YOU MAY QUALIFY, SEND IN THE  
41 APPLICATION FORM BY ..... (insert date 60 days  
42 after municipality's mailing)

43 TO THE ..... (insert name and address  
44 of administrative agency)

45 EVEN IF YOU DO NOT QUALIFY, YOU HAVE THE RIGHT  
46 TO REMAIN IN YOUR APARTMENT UNTIL YOUR  
47 LANDLORD HAS COMPLIED WITH LAWS REGARDING THE  
48 OFFER OF COMPARABLE HOUSING.

1       FOR FURTHER INFORMATION CALL..... (insert  
2 phone number of administrative agency)

3       OR ..... " (insert phone number of  
4 Department of Community Affairs)

5       c. The department shall not accept any application for  
6 registration of conversion for any building, unless included in the  
7 application is proof that the agency or officer notified the senior  
8 citizen tenants, disabled tenants, or qualified income tenants, as the  
9 case may be, prior to the application for registration. The proof  
10 shall be by affidavit or in such other form as the department shall  
11 require.

12       d. In any municipality where the administrative agency  
13 administering the protected status of senior citizen tenants and  
14 disabled tenants is the same as the agency administering the  
15 protected status of qualified income tenants, as provided in this  
16 chapter, the notices required by this section may be combined in a  
17 single mailing.

18       46A:28-7. Procedures for determining eligibility or qualification  
19 for protected tenancy status. a. Within 30 days after receipt of an  
20 application for protected tenancy status by a senior citizen tenant or  
21 disabled tenant, the administrative agency shall make a  
22 determination of eligibility.

23       b. Within 30 days after receipt of an application for protected  
24 tenancy status by a qualified income tenant, the administrative  
25 agency shall make a determination of qualification.

26       c. The administrative agency, pursuant to subsection a. or b. of  
27 this section, may require that the application include documents and  
28 information as may be necessary to establish that the tenant is  
29 eligible or qualified for a protected tenancy status under this  
30 chapter. The administrative agency shall require the applicant to  
31 submit any application made pursuant to this subsection under oath.

32       d. The department may, by regulation, adopt forms to be used in  
33 applying for protected tenancy status under this chapter, for  
34 notification of eligibility or ineligibility or qualification or denial,  
35 and for conveying to the denied applicant the information  
36 concerning the applicant's rights to continued tenancy and offer of  
37 comparable housing. The department may also adopt such other  
38 regulations for the procedure of determining eligibility and  
39 qualification as it deems necessary.

40       46A:28-8. Grounds for determining eligibility for protected  
41 tenancy status; eligibility notice provided. a. A senior citizen  
42 tenant or disabled tenant shall be eligible for protected tenancy  
43 status and the administrative agency shall send written notice of  
44 eligibility to each senior citizen tenant or disabled tenant if the  
45 tenant:

46       (1) applied for protected tenancy status on or before the date of  
47 registration of conversion by the department;

1 (2) qualifies as an eligible senior citizen tenant or disabled  
2 tenant pursuant to this chapter;

3 (3) has occupied the premises as a principal residence for at  
4 least one year or has a lease for a period longer than one year; and

5 (4) has an annual household income that does not exceed an  
6 amount equal to three times the county per capita personal income,  
7 as last reported by the Department of Labor and Workforce  
8 Development on the basis of the United States Department of  
9 Commerce's Bureau of Economic Analysis data, or \$50,000,  
10 whichever is greater. The department shall adjust the county per  
11 capita personal income if there is a difference of one or more years  
12 between (1) the year in which the last reported county per capita  
13 personal income was based and (2) the last year in which the  
14 tenant's annual household income is based. The department shall  
15 adjust the county per capita personal income by an amount equal to  
16 the number of years of the difference above, times the average  
17 increase or decrease in the county per capita personal income for  
18 three years, including in the calculation the current year reported  
19 and the three immediately preceding years.

20 b. A qualified income tenant shall be qualified for protected  
21 tenancy status and the administrative agency shall send written  
22 notice of qualification to each qualified income tenant who is  
23 resident of the county, if the tenant:

24 (1) applied on or before the date of registration of conversion by  
25 the department;

26 (2) has an annual household income that does not exceed the  
27 maximum amount permitted for qualification, or is exempt from  
28 that income limitation by reason of age or disability; and

29 (3) has occupied the premises as the tenant's principal residence  
30 for at least 12 consecutive months next preceding the date of  
31 application.

32 c. The administrative agency, pursuant to subsection a. of this  
33 section, shall send a notice of denial with reasons to any tenant  
34 whom it determines to be ineligible. The administrative agency  
35 shall notify the owner of those tenants who are determined to be  
36 eligible and ineligible. The administrative agency, pursuant to  
37 subsection b. of this section, shall send a notice of denial with  
38 reasons to any tenant whom it determines not to be qualified. The  
39 administrative agency shall notify the owner of those tenants who  
40 are determined to be qualified or not qualified. The notice to the  
41 tenant under subsection a. or b. of this section shall also inform the  
42 tenant of the tenant's right to remain in the dwelling unit, until the  
43 owner has complied with the requirements of chapter 22 of Title  
44 46A of the New Jersey Statutes, pertaining to comparable housing  
45 and included an explanation of the meaning of "comparable  
46 housing" as used in article 5 of this Title.

47 46A:28-9. Registration of conversion; approval after proof of  
48 notice of eligibility to tenants. a. With respect to senior citizen

1 tenants or disabled tenants, no registration of conversion shall be  
2 approved until the department receives proof that the administrative  
3 agency has made determinations in compliance with this chapter  
4 and notified all tenants who applied for protected tenancy status as  
5 senior citizen tenants or disabled tenants of their eligibility, or lack  
6 of eligibility, within the time frame prescribed in the notice required  
7 by subsection a. of N.J.S.46A:28-6. The proof shall be by affidavit  
8 or in any other form as required by the department.

9 b. With respect to qualified income tenants, no registration of  
10 conversion for a building located in a qualified county shall be  
11 approved until the department receives proof that the administrative  
12 agency has made determinations, in compliance with this chapter,  
13 and notified all tenants who applied for protected tenancy status as  
14 qualified income tenants of their qualification or denial of  
15 qualification within the time frame prescribed in the notice required  
16 by subsection b. of N.J.S.46A:28-6. The proof shall be by affidavit  
17 or in any other form as required by the department.

18 46A:28-10. Rent increase restrictions. a. With regard to all  
19 protected tenants, in a municipality which does not have a rent  
20 control ordinance in effect, no evidence of increased costs  
21 including, but not limited to, any increase in financing or carrying  
22 costs that are solely the result of the conversion and do not add  
23 services or amenities not previously provided, may be used as a  
24 basis to establish the unconscionability of a rent increase under  
25 paragraph (2) of subsection a. of N.J.S.46A:15-1.

26 b. With regard to all protected tenants in a municipality which  
27 has a rent control ordinance in effect, a rent increase for a tenant  
28 with a protected tenancy status, or for any tenant to whom a demand  
29 for possession pursuant to paragraph (6) of subsection b. of  
30 N.J.S.46A:16-6 has been given, shall not exceed the increase  
31 authorized by the ordinance for rent-controlled units. Increased  
32 costs that are solely the result of a conversion including, but not  
33 limited to, any increase in financing or carrying costs, and do not  
34 add services or amenities not previously provided, may not be:

35 (1) passed directly through to any protected tenant as surcharges  
36 or pass-throughs tied to an increase in operational expenses on the  
37 rent;

38 (2) used as the basis for a rent increase for any protected tenant;  
39 or

40 (3) used as a basis for an increase in a fair return or hardship  
41 hearing with regard to any protected tenant before a municipal rent  
42 board or on any appeal from such determination.

43 46A:28-11. Termination of protected tenancy; grounds.

44 a. Senior citizen tenants or disabled tenants. The administrative  
45 agency shall terminate the protected tenancy status of a senior  
46 citizen or disabled tenant immediately upon finding that the tenant's  
47 annual household income, or the average of the tenant's annual  
48 household income for the current year computed on an annual basis,

1 and the tenant's annual household income for the two preceding  
2 years, whichever is less, exceeds an amount equal to three times the  
3 county per capita personal income, as last reported by the  
4 Department of Labor and Workforce Development on the basis of  
5 the United States Department of Commerce's Bureau of Economic  
6 Analysis data, or \$50,000, whichever is greater. The department  
7 shall adjust the county per capita personal income to be used in this  
8 subsection if there is a difference of one or more years between (1)  
9 the year in which the last reported county per capita personal  
10 income was based and (2) the last year in which the tenant's annual  
11 household income is based. The department shall adjust the county  
12 per capita personal income by an amount equal to the number of  
13 years of the difference above, times the average increase or  
14 decrease in the county per capita personal income for three years,  
15 including in the calculation the current year reported and the three  
16 immediately preceding years.

17 b. The administrative agency shall terminate the protected  
18 tenancy status of a qualified income tenant if the tenant's annual  
19 household income exceeds the maximum amount permitted for  
20 qualification.

21 c. The administrative agency shall terminate the protected  
22 tenancy status of a senior citizen tenant, a disabled tenant, or a  
23 qualified income tenant immediately upon finding that the dwelling  
24 unit is no longer the principal residence of the tenant.

25 46A:28-12. Termination of protected tenancy; eviction;  
26 alternative eligibility. a. Upon the termination of the protected  
27 tenancy status of any tenant under this chapter, that tenant may be  
28 evicted from the dwelling unit pursuant to article 5 of Title 46A of  
29 the New Jersey Statutes, except that all timeframes set forth in any  
30 notices or demands for possession in accordance with chapter 16 of  
31 this Title shall be calculated and extended from the date of the  
32 expiration or termination of the protected tenancy period, or the  
33 date of the expiration of the last lease entered into with that tenant  
34 during the protected tenancy period, whichever is later; provided,  
35 however, that any qualified income tenant who is also protected as a  
36 senior citizen tenant or disabled tenant under this chapter shall  
37 continue to be protected under the provisions of this chapter,  
38 pertaining to senior citizen tenants and disabled tenants, and any  
39 senior citizen or disabled tenant who is also protected as a qualified  
40 income tenant under this chapter shall continue to be protected  
41 under the provisions of this chapter, pertaining to qualified income  
42 tenants.

43 b. If the administrative agency determines, pursuant to this  
44 chapter, that a tenant is no longer qualified for the tenant's then-  
45 current protected tenancy status, the administrative agency shall  
46 proceed in the case of the senior citizen tenant or disability tenant to  
47 determine the qualification of that tenant as a qualified income  
48 tenant, or in the case of the qualified income tenant, to determine

1 the eligibility of that tenant as a senior citizen tenant or disability  
2 tenant. If the administrative agency or officer does not also  
3 administer the provisions governing the alternative protected  
4 tenancy status being considered, the administrative officer shall  
5 refer the case to the appropriate administrative agency for such  
6 determination. If the tenant is found to be eligible for a different  
7 kind of protected tenancy status, a protected tenancy status shall be  
8 continued for that tenant. The protected tenancy status of the tenant  
9 shall remain in full force pending determination of the tenant's  
10 eligibility for an alternative protected tenancy status.

11 46A:28-13. Obligation to investigate status of qualified income  
12 tenant. Upon presentation to an administrative agency of credible  
13 evidence that a tenant is no longer qualified or eligible for a  
14 protected tenancy status under this chapter, the administrative  
15 agency shall proceed, in accordance with such regulations and  
16 procedures as the department shall adopt and prescribe for use in  
17 such cases, to investigate and make a determination as to the  
18 continuance of the tenant's then current protected tenancy status.

19 46A:28-14. Termination upon purchase of unit. In the event that  
20 a senior citizen tenant, disabled tenant, or qualified income tenant  
21 purchases the dwelling unit that the tenant occupies, the protected  
22 tenancy status shall terminate immediately upon the purchase.

23 46A:28-15. Informing prospective purchasers of conversion.  
24 Any public offering statement for a conversion as required by "The  
25 Planned Real Estate Development Full Disclosure Act," P.L.1977,  
26 c.417 (C.45:22A-21 et seq.), shall clearly inform the prospective  
27 purchaser of the provisions of this chapter, including but not limited  
28 to, the provisions concerning eviction, rent increases, and leases,  
29 and the protection of senior citizen tenants, disabled tenants, and  
30 qualified income tenants and the needs of those tenants for  
31 comparable housing. Any contract or agreement for sale of a  
32 converted unit shall contain a clause, in 10-point bold type or  
33 larger, that the contract or agreement is subject to the terms of this  
34 chapter concerning eviction and rent increases, the protection of  
35 senior citizen tenants, disabled tenants, and qualified income  
36 tenants, and the needs of those tenants for comparable housing, and  
37 an acknowledgement that the purchaser has been informed of these  
38 terms.

39 46A:28-16. Municipal fee for services required by this chapter.  
40 A municipality is authorized to charge an owner a fee, which may  
41 vary according to the size of the building, to cover the cost of  
42 providing the services required by this chapter.

43 46A:28-17. Actions for eviction of qualified income tenants;  
44 unaffected by this chapter. Nothing in this chapter shall be deemed  
45 to prevent a court from evicting a qualified income tenant from a  
46 dwelling unit that is located in a qualified county, or a senior citizen  
47 or disabled tenant from any dwelling unit for good cause under  
48 chapter 15 of this Title shown not to be related to conversion of the

1 building to a condominium or cooperative under subsection h. of  
2 N.J.S.46A:15-1, so long as the eviction complies with article 5 of  
3 this Title.

4 46A:28-18. Rules; regulations. The commissioner may adopt  
5 regulations to effectuate the purposes of this chapter, in accordance  
6 with the "Administrative Procedure Act," P.L.1968,  
7 c.410 (C.52:14B-1 et seq.).

8 46A:28-19. Liberal construction of chapter. This chapter shall  
9 be liberally construed to effectuate its purposes.

10

11 ARTICLE 8. RECEIVERSHIP AND COURT-APPOINTED  
12 ADMINISTRATOR OF SUBSTANDARD RESIDENTIAL  
13 RENTAL PREMISES

14 CHAPTER 29. RECEIVERSHIP

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4 46A:29-26. Termination of receivership.

5 46A:29-27. Fund for making grants or loans to receivers.

6 46A:29-28. Rules and regulations.

7 46A:29-1. Definitions. For purposes of this chapter:

8 "Agency" means the New Jersey Housing and Mortgage Finance  
9 Agency, established pursuant to P.L1983, c.530 (C.55:14K-1 et  
10 seq.).

11 "Building" means any building or structure, and the land  
12 appurtenant thereto, in which at least half of the net square footage  
13 of the building is used for residential purposes. Building shall not  
14 include any one to four unit residential building in which the owner  
15 occupies one of the units as a principal residence.

16 "Code" means any housing, property maintenance, fire, or other  
17 public safety code applicable to a residential building, whether  
18 enforced by the municipality or by a State agency.

19 "Lienholder" or "mortgage holder" means any entity holding a  
20 note, mortgage or other interest secured by the building or any part  
21 thereof.

22 "Owner" means the holder or holders of title to a residential  
23 building.

24 "Party in interest" means: (1) any mortgage holder, lien holder,  
25 or secured creditor of the owner; (2) any tenant living in the  
26 building; (3) any entity designated by more than 50 percent of the  
27 tenants living in the building as their representative; (4) the public  
28 officer; or (5) a non-profit entity providing community services in  
29 the municipality in which the building is located.

30 "Plaintiff" means a party in interest or a qualified entity that files  
31 a complaint pursuant to N.J.S.46A:29-2.

32 "Public officer" means an officer of the municipality  
33 appropriately qualified to carry out the responsibilities set forth in  
34 this chapter and designated by resolution of the governing body of  
35 the municipality in which the building is located, except that in  
36 municipalities that have adopted the "mayor-council plan" of the  
37 "Optional Municipal Charter Law," P.L.1950, c.210 (C.40:69A-1 et  
38 seq.), the public officer shall be designated by the mayor.

39 "Qualified entity" means any person or entity registered with the  
40 department on the basis of having demonstrated knowledge and  
41 substantial experience in the operation, maintenance, and  
42 improvement of residential buildings.

43 "Tenant" means a household that legally occupies a dwelling unit  
44 in a residential building.

45 46A:29-2. Summary action to appoint receiver. a. A party in  
46 interest or qualified entity in the Superior Court in the county where  
47 the building is located may commence a summary action to appoint  
48 a receiver to take charge and manage a building. The receiver shall

1 be under the direction and control of the court and shall have full  
2 power over the property and may, upon appointment and subject to  
3 this chapter, commence and maintain proceedings for the  
4 conservation, protection, or disposal of the building, or any part  
5 thereof, as the court deems proper.

6 b. A building shall be eligible for receivership if it meets one of  
7 the following criteria as proved by plaintiff:

8 (1) as of the date of the filing of the complaint with the court,  
9 the building endangers the health and safety of the tenants in  
10 violation of any State or municipal code, and for at least 90 days  
11 preceding the date of the filing of the complaint, the violation or  
12 violations have persisted unabated; or

13 (2) the building is the site of a clear and convincing pattern of  
14 recurrent code violations, which may be shown by proofs that the  
15 building has been cited for such violations at least four separate  
16 times within the 12 months preceding the date of the filing of the  
17 complaint, or six separate times in the two years prior to the date of  
18 the filing of the complaint, and the owner has failed to oppose the  
19 relief sought in the complaint consistent with section 46A:29-7.

20 c. A court, upon a determination that the conditions set forth in  
21 paragraph (1) or (2) of subsection b. of this section have been met,  
22 shall appoint a receiver with the powers as are authorized in this  
23 chapter or which, in the court's determination, are necessary to  
24 remove or remedy any condition that is a serious threat to the life,  
25 health, or safety of the building's tenants or occupants.

26 46A:29-3. Contents of complaint. a. A complaint filed with the  
27 court shall include:

28 (1) a statement of the grounds for relief;

29 (2) documentation of the conditions that form the basis for the  
30 complaint; and

31 (3) evidence that the owner received notice of the conditions  
32 that form the basis for the complaint and failed to take adequate and  
33 timely action to remedy those conditions.

34 b. With respect to a building in which there are nonresidential  
35 premises including, but not limited to, commercial or office floor  
36 space, the complaint shall provide explicit justification for the  
37 inclusion of the nonresidential premises in the scope of the  
38 receivership order. If the explicit justification is absent, the court  
39 shall exclude the nonresidential premises from the scope of the  
40 receiver's duties and powers.

41 c. The complaint may include a recommendation of the  
42 receiver to be appointed.

43 46A:29-4. Service of complaint; notice. a. The plaintiff shall  
44 serve the complaint and any accompanying affidavits or  
45 certifications upon:

46 (1) the parties in interest;

47 (2) the current owner of the property; and

1 (3) the mortgage holders and lienholders of record, determined  
2 by a title search and in accordance with the Rules Governing the  
3 Courts of the State of New Jersey.

4 b. Unless a tenant has been provided with written notice to the  
5 contrary or the plaintiff has knowledge to the contrary, the business  
6 address at which the owner or the owner's agent is served shall be  
7 the address the owner provides the commissioner when registering  
8 the property pursuant to section 12 of P.L.1967, c.76 (C.55:13A-  
9 12).

10 c. On or before the tenth day prior to service of the complaint,  
11 the plaintiff shall mail to the public officer and the agency, by  
12 registered mail or certified mail, return receipt requested,  
13 notification of its intent to commence an action under this chapter.  
14 If the municipality has not designated a municipal officer for the  
15 purposes of this chapter, the plaintiff shall mail the notice to the  
16 municipal clerk.

17 46A:29-5. Receipt of notice; determination of ownership.

18 a. Immediately upon receipt of notice from a plaintiff in a  
19 receivership proceeding pursuant to this chapter, the agency shall  
20 determine whether a limited partnership established pursuant to an  
21 allocation of low income housing tax credits by the agency or any  
22 other project over which the agency has regulatory control owns the  
23 building.

24 b. If the building is owned by such a limited partnership, the  
25 agency shall, within 30 days of receiving the notice, provide a copy  
26 to each limited partner of the limited partnership by registered mail  
27 or certified mail, return receipt requested.

28 c. A limited partner in a limited partnership established pursuant  
29 to an allocation of low income housing tax credits by the agency  
30 shall have the same rights and remedies under this chapter as a  
31 lienholder.

32 46A:29-6. Summary proceeding; intervention. a. The court  
33 shall act in a summary manner upon any complaint submitted  
34 pursuant to N.J.S.46A:29-2.

35 b. At the discretion of the court, any party in interest may  
36 intervene in the proceeding and be heard with regard to the  
37 complaint, the requested relief, or any other matter which may come  
38 before the court in connection with the proceedings.

39 c. Any party in interest may present evidence to support or  
40 contest the complaint at the hearing.

41 46A:29-7. Grounds for dismissal of complaint. a. The court  
42 may dismiss the complaint if:

43 (1) the owner opposes the relief sought in the complaint brought  
44 under paragraph (2) of subsection b. of N.J.S.46A:29-2, and  
45 demonstrates, by a preponderance of the evidence, that repairs of an  
46 appropriate standard of workmanship and materials were made in a  
47 timely fashion to correct each of the violations cited, and that the

1 overall level of maintenance and provision of services to the  
2 building is of adequate standard;

3 (2) the complaint is brought by a tenant of the building which is  
4 the subject of the complaint and that tenant is in default of any  
5 material obligation under this Title; or

6 (3) the court finds that the preponderance of the violations that  
7 are the basis of a complaint brought under paragraph (2) of  
8 subsection b. of N.J.S.46A:29-2 are of a minor nature and do not  
9 impair the health, safety, or general welfare of the tenants or  
10 neighbors of the property.

11 b. Within 10 days of filing the complaint, the plaintiff shall file  
12 a notice of lis pendens with the county recording officer of the  
13 county where the building is located.

14 46A:29-8. Appointment of receiver; abatement plan; payment of  
15 taxes, liens, and maintenance expenses. a. If the court determines,  
16 after its summary hearing, that the grounds for relief set forth  
17 pursuant to N.J.S.46A:29-3 have been established, the court may  
18 appoint a receiver and grant such other relief as may be determined  
19 to be necessary and appropriate. The court shall select as the  
20 receiver the mortgage holder, lienholder, or a qualified entity, as  
21 defined pursuant to N.J.S.46A:29-1. If the court cannot identify a  
22 receiver, the court may appoint any party who, in its judgment, may  
23 not have registered with the department pursuant to N.J.S.46A:29-  
24 28, but otherwise fulfills the qualifications of a qualified entity.

25 b. If the court determines, after its summary hearing, that the  
26 grounds for relief set forth in N.J.S.46A:29-3 have been established,  
27 but the owner presents a plan, in writing, to the court demonstrating  
28 that the conditions leading to the filing of the complaint will be  
29 abated within a reasonable period, which plan is found by the court  
30 to be reasonable, then the court may enter an order providing that in  
31 the event the conditions are not abated by a specific date, including  
32 the completion of specific remedial activities by specific dates, or if  
33 the conditions recur within a specific period established by the  
34 court, then an order granting the relief as requested in the complaint  
35 shall be granted. As a condition of the order, the court may require  
36 the owner to post a bond in such an amount that the court, in  
37 consultation with the party bringing the complaint and the public  
38 officer, determines to be reasonable, which shall be forfeited if the  
39 owner fails to meet the conditions of the order.

40 c. Any sums advanced or incurred by a mortgage holder or  
41 lienholder acting as receiver pursuant to this section for the purpose  
42 of making improvements to the property, including court costs and  
43 reasonable attorneys' fees, may be added to the unpaid balance due  
44 the mortgage holder or lienholder subject to interest at the same rate  
45 set forth in the note or security agreement.

46 d. Nothing in this section shall be deemed to relieve the owner  
47 of the building of any obligation of the owner or any other person  
48 for the payment of taxes or other municipal liens and charges,

1 mortgages, or liens to any party, whether those taxes, charges, or  
2 liens are incurred before or after the appointment of the receiver.

3 e. The appointment of a receiver shall not suspend any  
4 obligation of the owner as of the date of the appointment of the  
5 receiver for payment of operating or maintenance expenses  
6 associated with the building, whether or not billed at the time of  
7 appointment. Any such expenses incurred after the appointment of  
8 the receiver shall be the responsibility of the receiver.

9 46A:29-9. Denial of mortgage holder or lienholders rights or  
10 remedies. Notwithstanding any provision in this chapter to the  
11 contrary, a court may, in its discretion, deny a lienholder or a  
12 mortgage holder any or all rights or remedies afforded lienholders  
13 and mortgage holders under this chapter, if the court finds that the  
14 owner of the building owns or controls more than a 50 percent  
15 interest in, or effective control of, the lienholder or mortgage  
16 holder, or that the familial or business relationship between the  
17 lienholder or mortgage holder and the owner precludes a separate  
18 interest of the lienholder or mortgage holder.

19 46A:29-10. Submission of plan by receiver. a. Within 60 days  
20 following the order appointing a receiver pursuant to N.J.S.46A:29-  
21 8, the receiver shall submit to the court a plan for the operation and  
22 improvement of the building. A copy of the plan shall also be  
23 provided to the owner, all parties in interest that participated in the  
24 hearing, and the clerk of the municipality in which the building is  
25 located.

26 b. The receiver's plan shall:

27 (1) enumerate the insurance coverage to be purchased by the  
28 receiver including, but not limited to, surety bonds in an amount  
29 sufficient to guarantee compliance with the terms and conditions of  
30 the receivership and in accordance with rules and regulations  
31 adopted by the commissioner pursuant to N.J.S.46A:29-28;

32 (2) to the extent feasible, take into account a recent appraisal of  
33 the property, as well as income and expense statements for at least  
34 the preceding two years, which shall be provided by the owner, to  
35 the extent the information is available, in an expeditious manner;  
36 and

37 (3) include the following:

38 (a) an estimate of the cost of the labor, materials, and any other  
39 costs that are required to bring the property up to applicable codes  
40 and standards and abate any nuisances that gave rise to the  
41 appointment of the receiver;

42 (b) an estimate of the income and expenses of the building and  
43 property after the completion of the repairs and improvements;

44 (c) the cost of paying taxes and other municipal charges; and

45 (d) the terms, conditions and availability of any financing that is  
46 necessary in order to allow for the timely completion of the work  
47 outlined in subparagraph (a) of paragraph (3) of this subsection.

1 c. If the receiver's plan was submitted at the time of the hearing,  
2 the receiver thereafter may amend the plan and submit a revised  
3 plan to the court pursuant to this section.

4 d. The court shall approve or disapprove the plan with or  
5 without modifications and, in any proceeding involving the  
6 receivership, may consult with the commissioner.

7 46A:29-11. Bond, surety, insurance posted by receiver.

8 a. Upon appointment, the receiver shall post a bond or other surety  
9 or insurance in accordance with the plan approved by the court  
10 pursuant to N.J.S.46A:29-10.

11 b. The receiver shall immediately thereafter take possession of  
12 the building and any other property subject to the receivership order  
13 and, subject to court approval of the bond, surety, or insurance, be  
14 authorized to exercise all powers delegated by this chapter, except  
15 that the receiver shall not undertake major non-emergent  
16 improvements to the property prior to approval of the receiver's  
17 plan by the court.

18 46A:29-12. Removal of receiver. A receiver may be removed  
19 by the court at any time upon the request of the receiver or upon a  
20 showing by a party in interest that the receiver is not carrying out its  
21 responsibilities under this chapter. The court may hold a hearing  
22 prior to removal of a receiver under this section.

23 46A:29-13. Filing, continuation of foreclosure unaffected by  
24 appointment of receiver. a. Neither the filing of a complaint nor  
25 the appointment of a receiver under this chapter shall stay the filing  
26 or continuation of an action to foreclose a mortgage or lien on the  
27 building or to sell the property for delinquent taxes or unpaid  
28 municipal liens.

29 b. In the event that the ownership of the building changes as a  
30 result of the foreclosure while a receiver is in possession, including  
31 possession by the municipality pursuant to a tax foreclosure action,  
32 the property shall remain subject to the receivership and the  
33 receiver shall remain in possession and shall retain all powers  
34 delegated by the action, unless and until the receivership is  
35 terminated under this chapter.

36 46A:29-14. Powers and duties of receiver. The receiver shall  
37 have all powers and duties necessary or desirable for the efficient  
38 operation, management, and improvement of the building in order  
39 to remedy all conditions constituting grounds for receivership under  
40 this chapter. Such powers and duties shall include the power to:

41 a. take possession and control of the building, appurtenant land,  
42 and any personal property of the owner used with respect to the  
43 building, including any bank or operating account specific to the  
44 building;

45 b. collect rents and all outstanding accounts receivable, subject  
46 to the rights of lienholders, except where affected by court action  
47 pursuant to this chapter;

- 1 c. pursue all claims or causes of action of the owner with respect
- 2 to the building and other property subject to the receivership;
- 3 d. contract for the repair and maintenance of the building on
- 4 reasonable terms, including the provision of utilities to the building;
- 5 provided that:
- 6 (1) if the receiver falls within the definition of a contracting unit
- 7 pursuant to section 2 of P.L.1971, c.198 (C.40A:11-2), a contract
- 8 entered into by the receiver shall not be subject to any legal
- 9 advertising or bidding requirements, but the receiver shall solicit at
- 10 least three bids or proposals, as appropriate, with respect to any
- 11 contract in an amount greater than \$2,500;
- 12 (2) if the receiver enters into contracts or agreements with
- 13 tenants or persons who are members of the receiver entity, the
- 14 contracts or agreements shall be appropriately documented and
- 15 included in the receiver's expenses under this chapter; and
- 16 (3) if the receiver contracts for any service with an entity with
- 17 which it has an identity of interest relationship, the receiver shall
- 18 first disclose that relationship to the court, the owner, and the
- 19 parties in interest;
- 20 e. borrow money and incur debt in order to preserve, insure,
- 21 manage, operate, repair, improve, or otherwise carry out its
- 22 responsibilities under the terms of the receivership;
- 23 f. purchase materials, goods, and supplies to operate, maintain,
- 24 repair, and improve the building;
- 25 g. enter into new rental contracts and leases for vacant units and
- 26 renew existing contracts and leases on reasonable terms for periods
- 27 not to exceed one year;
- 28 h. affirm, renew or enter into contracts for insurance coverage
- 29 on the building;
- 30 i. retain and, subject to court approval, pay legal, accounting,
- 31 appraisal, and other professionals to aid in carrying out the purposes
- 32 of the receivership;
- 33 j. evict or commence eviction proceedings against tenants for
- 34 good cause in accordance with the eviction article of this Title when
- 35 necessary and prudent, notwithstanding the condition of the
- 36 building; and
- 37 k. sell the building in accordance with this chapter.
- 38 46A:29-15. Responsibilities of receiver in possession of the
- 39 building. While in possession of the building, the receiver shall:
- 40 a. maintain, safeguard, and insure the building;
- 41 b. apply all revenue generated from the building consistent
- 42 with the purposes of this chapter and the provisions of the plan
- 43 submitted to and approved by the court; provided that in the case of
- 44 an officer or agent of a municipality acting as a receiver pursuant to
- 45 section 1 of P.L.1942, c.54 (C.54:5-53.1), no revenue shall be
- 46 applied to any arrears in property taxes or other municipal liens
- 47 until or unless the municipal officer or agent finds that any material
- 48 conditions found to exist by the court, pursuant to N.J.S.46A:29-8,

1 have been abated, and that the building has remained free of any  
2 such conditions for a period of no less than six months of that  
3 certification;

4 c. implement the plan and, to the extent the receiver determines  
5 that any provision of the plan cannot be implemented, submit  
6 amendments to the plan to the court, with notice to the parties in  
7 interest and the owner; and

8 d. submit reports as the court may direct and provide a copy of  
9 those reports to the parties in interest and the owner. The reports  
10 may include:

11 (1) a copy of any contract entered into by the receiver regarding  
12 repair or improvement of the building, including any documentation  
13 required under N.J.S.46A:29-14;

14 (2) a report of the lease and occupancy status of each unit in the  
15 building and any actions taken with respect to any tenant or lease;

16 (3) an account of the disposition of all revenues received from  
17 the building;

18 (4) an account of all expenses and improvements;

19 (5) the status of the plan and any amendments thereto;

20 (6) a description of actions proposed to be taken during the next  
21 six months with respect to the building; and

22 (7) itemization of any fees and expenses that the receiver  
23 incurred for which it is entitled to payment, pursuant to  
24 N.J.S.46A:29-17, which were not paid during the period covered by  
25 the report, or which have remained unpaid since the beginning of  
26 the receivership.

27 46A:29-16. Authorization to borrow money and incur  
28 indebtedness. a. The receiver may borrow money and incur  
29 indebtedness in order to preserve, insure, manage, operate, repair,  
30 improve, or otherwise carry out its responsibilities under the terms  
31 of the receivership.

32 b. With the approval of the court, after notice to the owner and  
33 all parties in interest, the receiver may secure the payment of any  
34 borrowing or indebtedness under subsection a. of this section by a  
35 lien or security interest in the building or other assets subject to the  
36 receivership.

37 c. Where the borrowing or indebtedness is for the express  
38 purpose of making improvements to the building or other assets  
39 subject to the receivership, the court, after notice to the owner and  
40 all parties in interest, may authorize the receiver to grant a lien or  
41 security interest not in excess of the amount necessary for the  
42 improvements with priority over all other liens or mortgages, except  
43 for municipal liens. Prior to granting the receiver's lien priority  
44 over other liens or mortgages, the court shall find that:

45 (1) the receiver sought to obtain the necessary financing from  
46 the senior lienholder, which declined to provide such financing on  
47 reasonable terms;



1 (2) the receiver sought to obtain a voluntary subordination from  
2 the senior lienholder, which refused to provide such subordination;  
3 and

4 (3) lien priority is necessary in order to induce another lender to  
5 provide financing on reasonable terms. No lien authorized by the  
6 court shall take effect unless recorded in the recording office of the  
7 county in which the building is located.

8 d. For the purposes of this section, the cost of improvements  
9 shall include reasonable non-construction costs, such as  
10 architectural fees or building permit fees, customarily included in  
11 the financing of the improvement or rehabilitation of residential  
12 property incurred by the receiver in connection with the  
13 improvements.

14 46A:29-17. Expenses and fees; liability. a. The receiver shall  
15 be entitled to necessary expenses and to a reasonable fee to be  
16 determined by the court. The expenses incurred by a receiver in  
17 removing or remedying a condition pursuant to this chapter shall be  
18 met by the rents collected by the receiver or any other moneys made  
19 available for those purposes.

20 b. Nothing in this chapter shall be deemed to relieve the owner  
21 of the building of any civil or criminal liability or any duty imposed  
22 by reason of acts or omissions of the owner.

23 c. The activities of the receiver being appropriate and  
24 necessary to carry out a public purpose, the personnel, facilities,  
25 and funds of the municipality may be made available to the receiver  
26 at the discretion of the municipality for the purpose of carrying out  
27 the duties as receiver. The cost of those services shall be deemed a  
28 necessary expense of the receiver, and the receiver shall reimburse  
29 the municipality to the extent that funds are reasonably available for  
30 that purpose.

31 d. If the party in interest bringing a receivership action  
32 pursuant to N.J.S.46A:29-2 is the public officer, the municipality  
33 shall be entitled to its costs in filing an application and reasonable  
34 attorneys' fees, to be determined by the court, which may be a lien  
35 against the premises and collectible as otherwise provided under  
36 law.

37 46A:29-18. Release of municipal liens. Upon the receiver's  
38 request following notice by the receiver to the owner of the  
39 property, any municipality may, by order of the county board of  
40 taxation, release any outstanding municipal liens on any property  
41 subject to a receivership order under this chapter. In responding to  
42 such requests, the board shall balance the effect of releasing the lien  
43 on the municipality's finances with its effect on the preservation of  
44 the building as sound affordable housing. The owner of the  
45 property shall be personally liable for payment of the tax or other  
46 municipal charge secured by the lien.

47 46A:29-19. Order for sale of building. Upon application of the  
48 receiver, the court may order the sale of the building if it finds that:

- 1       a. notice was given to each current record owner of the  
2 building, each mortgagee or lienholder of record, and any other  
3 party in interest;
- 4       b. the receiver has been in control of the building for more than  
5 one year at the time of application and the owner has not  
6 successfully petitioned for reinstatement under N.J.S.46A:29-23;  
7 and
- 8       c. the sale would promote the sustained maintenance of the  
9 building as sound, affordable housing, consistent with codes and  
10 safety requirements.
- 11       46A:29-20. Application to court; proposal for sale of building.  
12 In its application to the court, the receiver shall specify the manner  
13 in which it proposes the building be sold, which alternatives shall  
14 include, but not be limited to, a sale as follows:
- 15       a. on the open market to an entity qualified to own and operate  
16 multifamily rental property;
- 17       b. at a negotiated price to a not-for-profit entity qualified to own  
18 and operate multifamily rental property;
- 19       c. to an entity for the purpose of conversion of the property to  
20 condominium or cooperative ownership, pursuant to the provisions  
21 of "The Planned Real Estate Development Full Disclosure Act,"  
22 P.L.1977, c.419 (C.45:22A-21), provided that this option shall not  
23 be approved, except in writing by a majority of the tenants of the  
24 building, and that, notwithstanding any provision of "The Planned  
25 Real Estate Development Full Disclosure Act," P.L.1977,  
26 c.419 (C.45:22A-21), no tenant in residence prior to the date the  
27 plan of conversion is approved by the court shall be subject to  
28 eviction by reason of that conversion; or
- 29       d. in the case of a one to four family building, to a household,  
30 including an existing tenant, that will occupy one of the units as an  
31 owner-occupant.
- 32       46A:29-21. Owner of party in interest may seek dismissal of  
33 application to sell property; authorization to sell free and clear of  
34 liens, claims, and encumbrances.   a. Upon application by the  
35 receiver to sell the property, the owner or any party in interest may  
36 seek to have the receiver's application to sell the property dismissed  
37 and the owner's rights reinstalled upon a showing that the owner  
38 meets all of the conditions set forth in N.J.S.46A:29-24 and such  
39 other conditions that the court may establish. In setting the  
40 conditions for reinstatement, the court shall invite recommendations  
41 from the receiver.
- 42       b. In connection with the sale, the court may authorize the  
43 receiver to sell the building free and clear of liens, claims, and  
44 encumbrances, in which event all such liens, claims, and  
45 encumbrances, including tax and other municipal liens, shall be  
46 transferred to the proceeds of sale with the same priority as existed  
47 prior to resale in accordance with N.J.S.46A:29-22.

1       46A:29-22. Distribution of proceeds from sale. Upon approval  
2 by the court, the receiver shall sell the property on such terms and  
3 at such price as the court shall approve, and may place the proceeds  
4 of sale in escrow with the court, except that unpaid municipal liens  
5 shall be paid from the proceeds of the sale. The court shall order a  
6 distribution of the proceeds of sale after paying court costs in the  
7 following order of priority, after which the court shall remit the  
8 remaining proceeds to the owner:

9       a. The reasonable costs and expenses of sale actually incurred.

10      b. Municipal liens pursuant to R.S.54:5-9.

11      c. Repayment of principal and interest on any borrowing or  
12 indebtedness incurred by the receiver and granted priority lien  
13 status pursuant to subsection c. of N.J.S.46A:29-16.

14      d. Other valid liens and security interests, including  
15 governmental liens, in accordance with their priority. Valid liens  
16 and security interests also include those based on any costs and  
17 expenses incurred by the municipality as a receiver. However, with  
18 respect to non-governmental liens, those duly recorded prior to the  
19 filing of the lis pendens notice by the receiver.

20      e. Any fees and expenses of the receiver not otherwise  
21 reimbursed during the pendency of the receivership in connection  
22 with the sale or the operation, maintenance, and improvement of the  
23 building, and documented by the receiver as set forth in paragraph  
24 (7) of subsection d. of N.J.S.46A:29-15.

25      f. Any costs and expenses incurred by parties in interest in  
26 petitioning the court for receivership.

27      g. Any accounts payable or other unpaid obligations to third  
28 parties from the receivership.

29       46A:29-23. Petition for termination of receivership and  
30 reinstatement of owner's rights. a. The owner may petition for  
31 termination of the receivership and reinstatement of the owner's  
32 rights at any time by providing notice to all parties in interest,  
33 unless the court shall establish a minimum duration for the  
34 receivership in the order appointing the receiver, which shall not  
35 exceed one year. The owner shall provide timely notice of the  
36 petition to the receiver and to all parties in interest. The court shall  
37 schedule a hearing on any such petition.

38      b. Prior to holding a hearing on the owner's petition, the court  
39 shall request a report from the receiver with its recommendations  
40 for action with respect to the owner's petition.

41       46A:29-24. Grounds for granting petition. a. After reviewing  
42 the receiver's recommendations and holding a hearing, the court  
43 may grant the owner's petition if it finds that:

44      (1) the owner's petition offers credible assurances that those  
45 elements of the plan which remain will be achieved by the owner  
46 within the time frame consistent with the plan submitted by the  
47 receiver and approved by the court;

1       (2) the owner has paid or deposits with the court all funds  
2 required to meet all obligations of the receivership, including all  
3 fees and expenses of the receiver, except as provided in subsection  
4 c. of this section;

5       (3) the owner agrees to assume all legal obligations, including  
6 repayment of indebtedness incurred by the receiver for repairs and  
7 improvements to the building resulting from the receivership;

8       (4) the owner has paid all municipal property taxes, other  
9 municipal liens, and costs incurred by the municipality in  
10 connection with bringing the receivership action;

11       (5) the owner posts a bond or other security in an amount  
12 determined to be reasonable by the court in consultation with the  
13 receiver and the public officer, but not in excess of 50 percent of  
14 the fair market value of the property, which shall be forfeited in the  
15 event of any future code violation materially affecting the health or  
16 safety of tenants or the structural or functional integrity of the  
17 building. Forfeiture shall be in the form of a summary proceeding,  
18 initiated by the municipal officer who shall provide evidence that  
19 such a code violation has occurred and has not been abated within  
20 48 hours of notice, or such additional period of time as may be  
21 allowed by the court for good cause, and shall be in the amount of  
22 100 percent of the cost of abating the violation for the first  
23 violation, 150 percent of the cost of abating the violation for the  
24 second violation, and 200 percent of the cost of abating the  
25 violation for any subsequent violation. The owner may seek  
26 approval of the court to be relieved of this requirement after five  
27 years, which shall be granted if the court finds that the owner has  
28 maintained the property in good repair during that period, that no  
29 material violations affecting the health and safety of the tenants  
30 have occurred during that period, and that the owner has remedied  
31 other violations in a timely and expeditious fashion; and

32       (6) the reinstatement of the owner is in the interest of the public,  
33 taking into account the prior history of the building and other  
34 buildings within the municipality currently or previously controlled  
35 by the owner.

36       b. The court may waive the requirement for a bond or other  
37 security for good cause where it finds that such a waiver will not  
38 impair the rights or interests of the tenants of the building.

39       c. The court may establish additional requirements as conditions  
40 of reinstatement of the owner's rights as it determines reasonable  
41 and necessary to protect the interest of the tenants and the residents  
42 of the neighborhood.

43       d. Where the owner has conveyed the property to another entity  
44 during the pendency of the receivership and the petition for  
45 reinstatement is brought by the new owner, the new owner shall be  
46 subject to this section, unless the court finds compelling grounds  
47 that the public interest will be better served by a modification of  
48 any of these provisions; provided that where the new owner is a

1   lienholder that obtained the property through foreclosure or through  
2   grant of a deed in lieu of foreclosure that owner shall not be subject  
3   to this section, but may seek to terminate the receivership by filing  
4   a petition for termination of the receivership pursuant to  
5   N.J.S.46A:29-26.

6       46A:29-25. Reinstatement of owner's rights; receiver to monitor  
7   property as condition of reinstatement; failure to comply with  
8   conditions.   a.   The court may require as a condition of  
9   reinstatement of the owner's rights that the receiver or other  
10   qualified entity remain in place as a monitor of the condition and  
11   management of the property for such period as the court may  
12   determine, and the court may require such reports at such intervals  
13   as it deems necessary and appropriate from the monitor. The court  
14   may require the owner to pay a fee to the monitor in such amount as  
15   the court may determine.

16   b.   In the event of the owner's failure to comply with the  
17   conditions established for reinstatement of the owner's rights or  
18   evidence of recurrence of any of the conditions for receivership set  
19   forth in N.J.S.46A:29-2, the receiver, monitor, or any party in  
20   interest may petition the court for reinstatement of the receivership  
21   at any time, which may be granted by the court in a summary  
22   manner after notice to the parties and a hearing, if requested by any  
23   of the parties. If the court reinstates the receivership, the entire  
24   bond or other security shall be forfeited and shall be provided to the  
25   receiver for the operation and improvement of the property.

26       46A:29-26. Termination of receivership. a. Upon request of a  
27   party in interest or the receiver, the court may order the termination  
28   of the receivership if it determines:

29       (1) the conditions that were the grounds for the complaint and  
30   all other code violations have been abated or corrected, the  
31   obligations, expenses, and improvements of the receivership,  
32   including all fees and expenses of the receiver, have been fully paid  
33   or provided for, and the purposes of the receivership have been  
34   fulfilled;

35       (2) the mortgage holder or lienholder has requested the  
36   receivership be terminated and has provided adequate assurances to  
37   the court that any remaining code violations or conditions that  
38   constituted grounds for the complaint will be promptly abated, the  
39   obligations, expenses, and improvements of the receivership,  
40   including all fees and expenses of the receiver, have been fully paid  
41   or provided for, and the purposes of the receivership have been or  
42   will promptly be fulfilled, in which case any money incurred or  
43   advanced by a mortgage holder or lienholder pursuant to this  
44   section, including court costs and reasonable attorneys' fees, may be  
45   added to the unpaid balance due the mortgage holder or lienholder,  
46   with interest calculated at the same rate set forth in the note or  
47   security agreement;

1 (3) a new owner who was formerly a mortgage holder or  
2 lienholder and who has obtained the property through foreclosure or  
3 through grant of a deed in lieu of foreclosure has requested that the  
4 receivership be terminated and has provided adequate assurances to  
5 the court that any remaining code violations or conditions that  
6 constituted grounds for the complaint will be promptly abated, the  
7 obligations, expenses, and improvements of the receivership,  
8 including all fees and expenses of the receiver, have been fully paid  
9 or provided for, and the purposes of the receivership have been or  
10 will promptly be fulfilled, in which case the former owner of the  
11 property shall be personally liable for payment to the new owner of  
12 any costs incurred by the new owner to cover the obligations,  
13 expenses, and improvements of the receiver;

14 (4) the building has been sold and the proceeds distributed in  
15 accordance with N.J.S.46A:29-22; or

16 (5) the receiver has been unable, after diligent effort, to present  
17 a plan that the court can appropriately approve, is unable to  
18 implement a plan the court previously approved, or is unable for  
19 any other reason to fulfill the purposes of the receivership.

20 b. In all cases under this section, the court may impose such  
21 conditions on the owner or other entity taking control of the  
22 building upon the termination of receivership that the court deems  
23 necessary and desirable in the interest of the tenants and the  
24 neighborhood in which the building is located including, but not  
25 limited to, those that may be imposed on the owner under  
26 N.J.S.46A:29-24; except, however, that a new owner who was  
27 formerly a mortgage holder, lienholder, or an affiliate thereof, who  
28 has obtained the property through foreclosure or through grant of a  
29 deed in lieu of foreclosure, and who demonstrates sufficient  
30 financial responsibility to the court shall not be required to post a  
31 bond.

32 46A:29-27. Fund for making grants or loans to receivers. a.  
33 Subject to the availability of money in the "New Jersey Affordable  
34 Housing Trust Fund," established pursuant to section 20 of  
35 P.L.1985, c.222 (C.52:27D-320), the department may set aside from  
36 that fund up to four million dollars per year to establish a  
37 Preservation Loan Revolving Fund for the purpose of making grants  
38 or loans to receivers to implement plans, which are consistent with  
39 rules and regulations adopted by the commissioner pursuant to  
40 N.J.S.46A:29-28.

41 b. The department shall establish terms for providing loans from  
42 the Preservation Loan Revolving Fund, including below market  
43 interest rates, deferred payment schedules, and other provisions that  
44 will enable these funds to be used effectively for any of the  
45 purposes of receivership in situations where a receiver cannot  
46 borrow funds on conventional terms without imposing hardship on  
47 the tenants or potentially impairing the purposes of the receivership.

1 c. The department may make grants or loans, as the case may  
2 be, from the Preservation Loan Revolving Fund in connection with  
3 any property that is under receivership pursuant to this chapter in  
4 order to further the purposes of this chapter.

5 d. In making grants under this section, the agency shall seek to  
6 assist a small number of entities that are geographically distributed  
7 among those areas with the greatest need in order to develop a high  
8 level of capacity and benefit from economies of scale in the conduct  
9 of property management and receivership activities.

10 46A:29-28. Rules and regulations. a. The commissioner shall  
11 adopt rules and regulations, pursuant to the "Administrative  
12 Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), concerning  
13 registration of qualified entities including, but not limited to setting  
14 forth minimum amounts of insurance coverage, by category, to be  
15 maintained on buildings under their control by receivers appointed  
16 pursuant to the this chapter, and the governing of surety bonds,  
17 which a receiver shall execute and file guaranteeing compliance  
18 with the terms and conditions of the receivership and any other  
19 provisions of this chapter.

20 b. The commissioner may provide for a waiver or adjustment of  
21 any of these requirements upon finding that the requirement would  
22 prevent an entity, that is otherwise fully qualified to act as a  
23 receiver, from being appointed receiver, so long as that entity can  
24 demonstrate a sufficient level of financial responsibility.

25  
26 CHAPTER 30. COURT-APPOINTED ADMINISTRATOR

27 46A:30-1. Definitions.

28 46A:30-2. Deposit of rent into court.

29 46A:30-3. Grounds for action.

30 46A:30-4. Commencement of action; service and notice  
31 of petition.

32 46A:30-5. Contents of petition.

33 46A:30-6. Defenses to action.

34 46A:30-7. Judgment; deposit of rents with clerk of court.

35 46A:30-8. Deposits of rent with court; right to collect  
36 rent from tenant void.

37 46A:30-9. Order permitting performance of work in lieu  
38 of judgment.

39 46A:30-10. Accounts of receipts and expenditures;  
40 presentation or settlement; notice.

41 46A:30-11. Compensation of administrator; bond.

42 46A:30-12. Waiver of provisions of chapter.

43 46A:30-1. Definitions. For purposes of this chapter:

44 "Dwelling" means and includes all rental premises or units used  
45 for dwelling purposes, except owner-occupied premises with not  
46 more than two rental units.

47 "Housing space" means that portion of a dwelling, rented or  
48 offered for rent for living or dwelling purposes, in which cooking

1 equipment is supplied, and includes all privileges, services,  
2 furnishings, furniture, equipment, facilities, and improvements  
3 connected with the use or occupancy of such portion of the  
4 property. The term does not mean or include public housing or  
5 dwelling space in any hotel, motel, or established guest house,  
6 commonly regarded as a hotel, motel, or established guest house, as  
7 the case may be, in the community in which it is located.

8 "Owner" means the holder or holders of the title in fee simple.

9 "Party in interest" means any individual, association or  
10 corporation who has an interest of record in, and is in actual  
11 possession of, a dwelling, and any person authorized to receive  
12 rents payable for housing space in a dwelling.

13 "Public officer" means an officer, board, or body, or more than  
14 one, authorized by the governing body of a municipality to  
15 supervise the physical condition of dwellings within such  
16 municipality pursuant to this chapter.

17 "State housing code" means the code adopted by the Department  
18 of Community Affairs pursuant to N.J.S.46A:32-1 et seq.

19 "Substandard dwelling" means any dwelling determined to be  
20 substandard by the public officer.

21 "Utility company" means a public utility, as defined in R.S.48:2-  
22 13, or a municipality, county, water district, authority, or other  
23 public agency, which provides electric, gas, or water utility service.

24 46A:30-2. Deposit of rent into court. a. A public officer or any  
25 tenant of a dwelling may commence an action for a judgment  
26 directing the deposit of rents into court and their use for the purpose  
27 of remedying conditions in substantial violation of the standards of  
28 fitness for human habitation established under the State or local  
29 housing codes or regulations.

30 b. A public officer, a tenant whose utility service is diverted, or  
31 a utility company may commence an action for a judgment directing  
32 the deposit of rents into court and their use for correcting any  
33 wrongful diversion of utility service in a dwelling.

34 c. The place of trial of the proceeding, commenced in  
35 accordance with subsection a. or b. of this section, shall be within  
36 the county where the real property or a portion thereof for which the  
37 rents are paid is located, except that in cases involving real property  
38 located in municipalities in counties of the first class that have  
39 established full-time municipal housing courts, the proceedings may  
40 be brought in the municipal housing court of the municipality in  
41 which the property is located.

42 46A:30-3. Grounds for action. a. A public officer or any tenant  
43 occupying a dwelling may commence an action, as provided in this  
44 chapter, upon the ground that there exists in the dwelling or housing  
45 space a lack of heat, running water, light, electricity, adequate  
46 sewage disposal facilities, or any other condition in substantial  
47 violation of the standards of fitness for human habitation  
48 established under the State or local housing or health codes or



1 regulations, or any other condition dangerous to life, health, or  
2 safety.

3 b. A public officer, a tenant whose utility service has been  
4 diverted, or a utility company providing electric, gas, or water  
5 utility service to a dwelling may commence an action as provided in  
6 this chapter upon the grounds that:

7 (1) an owner or other party has wrongfully diverted electric, gas  
8 or water utility service from a tenant of the dwelling, or used  
9 electric, gas, or water utility service that is being charged to the  
10 tenant without the tenant's consent, and

11 (2) that the owner has been notified, in writing by certified mail,  
12 return receipt requested, by a public officer, a tenant whose utility  
13 service has been diverted, or a utility company, of the wrongful  
14 diversion or lack of consent for the use, and the owner has failed to  
15 take necessary action to correct or eliminate the wrongful diversion  
16 or use within 30 days of receipt of the notice. If an owner fails or  
17 refuses to accept a notice sent by certified mail, the date of receipt  
18 shall be deemed the third day after mailing, provided the notice was  
19 sent to the owner at an address to which the owner's utility bills or  
20 municipal tax bills are sent.

21 46A:30-4. Commencement of action; service and notice of  
22 petition. a. Service and notice of a petition shall commence a  
23 proceeding as provided by this chapter. Only a judge or the clerk of  
24 the court may issue a notice of petition.

25 b. Notice of the proceeding shall be given to a non-petitioning  
26 tenant occupying the dwelling by affixing a copy of the petition  
27 upon a conspicuous part of the subject dwelling.

28 46A:30-5. Contents of petition. The petition shall:

29 a. set forth material facts showing the existence in the dwelling  
30 or housing space of one or more of the following:

31 (1) a lack of heat, running water, light, electricity, or adequate  
32 sewage disposal facilities;

33 (2) a wrongful diversion of electric, gas, or water utility service  
34 by the owner or other party from the tenant of the dwelling without  
35 the consent of the tenant;

36 (3) the use by the owner or other party in the dwelling, without  
37 the tenant's consent, of electric, gas, or water utility service that is  
38 being charged to the tenant;

39 (4) any other condition in substantial violation of the standards  
40 of fitness for human habitation established under the State or local  
41 housing or health codes or regulations; or

42 (5) any other condition dangerous to life, health, or safety;

43 b. set forth that the facts shown in subsection a. of this section  
44 have been brought to the attention of the owner or any individual  
45 designated by the owner as the owner's authorized representative or  
46 agent, and that the owner has failed to take any action within a  
47 reasonable period;

1 c. set forth that the petitioner is a tenant of the subject dwelling,  
2 is the public officer of the municipality in which the subject  
3 dwelling is located, or, in a case involving wrongful diversion or  
4 use of utility services without the tenant's consent, that the  
5 petitioner is a public officer, a tenant whose utility service has been  
6 wrongfully diverted or used without consent, or a utility company  
7 providing utility services to the dwelling;

8 d. set forth a brief description of the nature of the work required  
9 to remove or remedy the condition and an estimate as to the cost;

10 e. set forth the amount of monthly rent due from each  
11 petitioning tenant; and

12 f. state the relief sought.

13 46A:30-6. Defenses to action. It shall be a sufficient defense to  
14 the action if the owner or any mortgagee or lienor of record  
15 establishes that:

16 a. any condition alleged in the petition did not in fact exist or  
17 has been removed or remedied;

18 b. any alleged condition was caused maliciously or by a misuse  
19 or non-customary use by a petitioning tenant or tenants, or any of  
20 petitioner's family members; or

21 c. any tenant or resident of the dwelling has refused entry by the  
22 owner or the owner's agent to the premises for the purpose of  
23 correcting any alleged condition.

24 46A:30-7. Judgment; deposit of rents with clerk of court.

25 a. The court shall proceed in a summary manner and shall render a  
26 judgment either:

27 (1) dismissing the petition for failure to affirmatively establish  
28 the allegations or because of the affirmative establishment, by the  
29 owner or a mortgagee or lienor of record, of a defense specified in  
30 this chapter; or

31 (2) directing that:

32 (a) any rent due from the petitioner on the date of the entry of  
33 the judgment and any rent due from other tenants on the dates of  
34 service of the judgment on all other tenants occupying the dwelling  
35 shall be deposited with the clerk of the court;

36 (b) any rent due in the future from the petitioner and from other  
37 tenants occupying the dwelling shall be deposited with the clerk as  
38 they become due;

39 (c) the deposited rents shall be used, subject to the court's  
40 direction, to the extent necessary to remedy any condition alleged in  
41 the petition; or

42 (d) upon the completion of the work in accordance with the  
43 judgment, any surplus shall be turned over to the owner, together  
44 with a complete accounting of the rent deposited, the costs incurred,  
45 and such other and further relief as the court deems just and proper.

46 b. A certified copy of the judgment shall be served personally  
47 upon each non-petitioning tenant occupying the dwelling or, if  
48 personal service on any non-petitioning tenant cannot be made with

1 due diligence, service on that tenant shall be made by affixing a  
2 certified copy of the judgment on the entrance door of that tenant's  
3 dwelling, and in addition, within one day thereafter, sending a  
4 certified copy by registered mail, return receipt requested, to that  
5 tenant.

6 46A:30-8. Deposits of rent with court; right to collect rent from  
7 tenant void. a. Any owner of the dwelling or party in interest with  
8 a right to collect rent from any petitioning tenant of the dwelling  
9 may not collect rent from any petitioner on or after the date of entry  
10 of the judgment, or from any non-petitioning tenant of the dwelling  
11 on or after the date of service of the judgment on the non-  
12 petitioning tenant, as provided in subsection b. of N.J.S.46A:30-7,  
13 to the extent that the tenant has deposited rent with the clerk of the  
14 court in accordance with the judgment.

15 b. Any rent received by the owner or a party in interest shall be  
16 deposited immediately with the clerk of the court.

17 c. It shall be a valid defense in any action or proceeding against  
18 any tenant to recover possession of real property for the  
19 nonpayment of rent to prove that the rent alleged to be unpaid was  
20 deposited with the clerk of the court in accordance with a judgment  
21 entered under this section.

22 46A:30-9. Order permitting performance of work in lieu of  
23 judgment. a. If, after a trial, the court determines that the facts  
24 alleged in the petition have been established, that no defense  
25 specified in this chapter has been established, and that the facts  
26 alleged in the petition warrant the granting of the relief sought, the  
27 owner, any mortgagee or lienor of record, or party in interest in the  
28 property may apply to the court to be permitted to remove or  
29 remedy the conditions specified in the petition.

30 b. The court, in lieu of rendering judgment as provided in this  
31 chapter, may issue an order permitting work to be performed within  
32 a time fixed by the court if the person making the application:

33 (1) demonstrates the ability to undertake the work required  
34 promptly; and

35 (2) posts security for the performance of the work within the  
36 time and in the amount and manner deemed necessary by the court.

37 c. If, after the issuance of an order pursuant to subsection b. of  
38 this section, but before the time fixed in such order for the  
39 completion of the work, it appears to the petitioner that the person  
40 permitted to do the work is not proceeding with due diligence, then  
41 the petitioners may apply to the court on notice to those persons  
42 who have appeared in the proceeding for a hearing to determine  
43 whether judgment should be rendered immediately as provided in  
44 subsection d. of this section.

45 d. If, upon a hearing authorized in subsection c. of this section,  
46 the court determines that the owner, mortgagee, lienor, or party in  
47 interest is not proceeding with due diligence or has failed to  
48 complete the work in accordance with the order, then the court shall

1 render a final judgment appointing an administrator as authorized in  
2 this chapter, which directs the administrator to apply the security  
3 posted to the cost of removing or remedying the condition specified  
4 in the petition. If the amount of the security is insufficient to  
5 remove or remedy the condition, then the final judgment shall direct  
6 the deposit of rent with the clerk, as authorized by this chapter, to  
7 the extent of the deficiency. If the security exceeds the amount  
8 required to remove or remedy the condition, then the final judgment  
9 shall direct the administrator to file with the court, upon completion  
10 of the work, a full accounting of the amount of the security and the  
11 expenditures made, and to turn over the surplus to the person who  
12 posted the security, together with a copy of the accounting.

13 e. In implementing a judgment rendered pursuant to this chapter,  
14 the court may appoint an administrator who may be a public officer  
15 of the municipality where the subject dwelling is located, an  
16 incorporated or unincorporated entity, or other suitable person,  
17 except that no owner, mortgagee, or lienor of the subject dwelling  
18 may be appointed an administrator of the dwelling. Subject to the  
19 court's direction, the administrator appointed may receive from the  
20 clerk the amounts of rent or security deposited with the clerk as  
21 may be necessary to remove or remedy the condition specified in  
22 the judgment.

23 46A:30-10. Accounts of receipts and expenditures; presentation  
24 or settlement; notice. a. The court shall require the keeping of  
25 written accounts itemizing the receipts and expenditures under an  
26 order issued pursuant to this chapter, which shall be open to  
27 inspection by the owner, any mortgagee, lienor, or party in interest.

28 b. Upon motion of the court, the administrator, the owner, a  
29 mortgagee or lienor of record, or party in interest, the court may  
30 require a presentation or settlement of the accounts. Notice of a  
31 motion for presentation or settlement of the accounts shall be served  
32 on the owner, a mortgagee or other lienor of record who appeared in  
33 the proceeding, or any party in interest.

34 46A:30-11. Compensation of administrator; bond. The court  
35 may allow from the rent or security on deposit a reasonable amount  
36 for the services of an administrator appointed under this chapter.  
37 The administrator shall furnish a bond, the amount and form of  
38 which shall be approved by the court and the cost of which shall be  
39 paid from the money so deposited.

40 46A:30-12. Waiver of provisions of chapter. A provision of a  
41 lease or other agreement, whereby a tenant, resident, or occupant of  
42 a dwelling waives any provision of this chapter for the benefit of  
43 such person, is against public policy and unenforceable.

44

## 45 ARTICLE 9. RENT PROTECTION

### 46 CHAPTER 31. NOTICE OF RENT PROTECTION EMERGENCY 47 FOR RESIDENTIAL RENTAL PREMISES

48 46A:31-1. Notice of rent protection emergency.

1 46A:31-2. Effect of Issuance of notice of rent protection  
2 emergency.  
3 46A:31-3. Report of violation; investigation; penalties.  
4 46A:31-4. Violation of senior consumer fraud.  
5 46A:31-1. Notice of rent protection emergency. a. The  
6 Governor may, whenever declaring a state of emergency, determine  
7 whether the emergency will or is likely to affect significantly the  
8 availability and pricing of rental housing in the areas included in the  
9 declaration.  
10 b. If the Governor determines that unconscionable rental  
11 practices are likely to occur unless the protections afforded under  
12 this chapter are invoked, the Governor may issue a Notice of Rent  
13 Protection Emergency at any time during the declared state of  
14 emergency.  
15 46A:31-2. Effect of Issuance of notice of rent protection  
16 emergency. a. Whenever the Governor issues a Notice of Rent  
17 Protection Emergency, within a zone that includes the area declared  
18 to be in a state of emergency and, if indicated in the Notice, also  
19 extends a distance not to exceed 10 miles in all directions from the  
20 outward boundaries of the area, there shall be:  
21 (1) a presumption of unreasonableness given to any notice of  
22 increase in rental charges that is provided, subsequent to the date of  
23 the declaration, by a landlord to a tenant occupying residential  
24 rental premises, when the proposed percentage increase in rent is  
25 greater than twice the rate of inflation as indicated by increases in  
26 the CPI for the immediately preceding nine-month period; and  
27 (2) a limitation on the amount of rent that may be charged a  
28 tenant undertaking a new lease for residential rental premises  
29 during the duration of the declaration. The amount of rent that may  
30 be charged shall be limited to the product of the fair market rental  
31 value of the premises prior to the emergency conditions and two  
32 times the rate of inflation as determined by the increase in the CPI  
33 for the immediately preceding nine-month period.  
34 b. For the purposes of this section, "CPI" means the annual  
35 average over a 12-month period beginning September 1 and ending  
36 August 31 of the Consumer Price Index for Urban Wage Earners  
37 and Clerical Workers (CPI-W), All Items Series A, of the United  
38 States Department of Labor (1957-1959 = 100), for the New York,  
39 NY-Northeastern New Jersey region.  
40 c. If the landlord believes that the limitations on increases in  
41 rental charges imposed by the Notice of Rent Protection Emergency  
42 prevent the landlord from realizing a just and reasonable rate of  
43 return on the landlord's investment, the landlord may file an  
44 application with the Director of the Division of Community Affairs  
45 in the Department of Law and Public Safety for the purpose of  
46 requesting permission to increase rental charges in excess of the  
47 increases authorized under the Notice. In evaluating the  
48 application, the director shall consider the purposes intended to be

1 achieved by this chapter and the Notice, and the amount of rental  
2 charges required to provide the landlord with a just and reasonable  
3 return. The director shall promulgate rules and regulations, in  
4 accordance with the "Administrative Procedure Act," P.L.1968,  
5 c.410 (C.52:14B-1 et seq.), to effectuate the purpose of this chapter.

6 d. Paragraphs (1) and (2) of subsection a. of this section shall:

7 (1) supplement and not replace, any existing local, State, or  
8 federal restrictions on rent increases for any dwelling units in  
9 residential buildings located within the zone described in those  
10 subsections;

11 (2) only apply to dwelling units for which there is a lowering of  
12 the maximum allowable rent increase or of the maximum  
13 reasonable rent increase; and

14 (3) cease to apply upon the expiration of the state of emergency,  
15 or upon the rescission of either the declaration of the state of  
16 emergency or the Notice of Rent Protection Emergency.

17 46A:31-3. Report of violation; investigation; penalties. a. A  
18 tenant or prospective tenant may report a violation of this chapter to  
19 the director, who shall then investigate any complaint within 10  
20 days of receipt of the complaint.

21 b. If the director determines that a violation of this chapter has  
22 occurred, the director may:

23 (1) assess a penalty against the landlord in an amount equal to  
24 six times the monthly rent sought to be imposed upon a tenant in  
25 contravention of the Notice of Rent Protection Emergency; or

26 (2) seek any penalties for violations of P.L.1960, c.39 (56:8-1 et  
27 seq.).

28 c. Notwithstanding the provisions of subsections a. and b. of this  
29 section, a tenant may petition a court to terminate a lease in  
30 violation of this chapter.

31 46A:31-4. Violation of senior consumer fraud. Any violation of  
32 this chapter shall be considered a violation of P.L.1960,  
33 c.39 (C.56:8-1 et seq.).

## 34 35 CHAPTER 32. MUNICIPAL RENT REGULATION OF

### 36 SUBSTANDARD MULTIPLE DWELLINGS

37 46A:32-1. Definitions.

38 46A:32-2. Authority to adopt ordinance regulating rents  
39 and possession of space in substandard multiple dwellings;  
40 provisions.

41 46A:32-3. Registration of owners and management of  
42 multiple dwellings.

43 46A:32-4. Promulgation of state housing code.

44 46A:32-1. Definitions. For the purposes of this chapter:

45 "Housing space" means that portion of a multiple dwelling rented  
46 or offered for rent for living or dwelling purposes in which cooking  
47 equipment is supplied, and includes all privileges, services,  
48 furnishings, furniture, equipment, facilities, and improvements

1 connected with the use or occupancy of such portion of the  
2 property. The term shall not mean or include public housing or  
3 dwelling space in any hotel, motel, or guest house, commonly  
4 regarded as a hotel, motel, or guest house, as the case may be, in the  
5 community in which it is located.

6 "Multiple dwelling" means and includes any building or structure  
7 and land appurtenant thereto in which there are three or more  
8 apartments rented or offered for rent to three or more tenants or  
9 family units.

10 "Owner" means the holder or holders of the title in fee simple.

11 "Parties in interest" means all individuals, associations, and  
12 corporations who have interests of record in a multiple dwelling and  
13 who are in actual possession thereof, and any person authorized to  
14 receive rents payable for housing space in a multiple dwelling.

15 "Public officer" means the officer, officers, board, or body  
16 authorized to exercise the powers prescribed by ordinances adopted  
17 pursuant to this chapter and by this chapter.

18 "Substandard multiple dwelling" means any multiple dwelling  
19 determined to be substandard by the public officer.

20 46A:32-2. Authority to adopt ordinance regulating rents and  
21 possession of space in substandard multiple dwellings; provisions.

22 a. Whenever a municipality finds that the health and safety of its  
23 residents are impaired or threatened by the existence of substandard  
24 multiple dwellings, the municipality may adopt an ordinance setting  
25 forth such a finding and providing for the regulation of rents and the  
26 possession of rental space in substandard multiple dwellings. Such  
27 ordinance shall provide that a public officer be designated or  
28 appointed to exercise the powers prescribed by the ordinance.

29 b. Whenever it appears by preliminary investigation that a  
30 multiple dwelling is substandard, the public officer shall cause a  
31 complaint to be served upon the owner of and parties in interest in  
32 the multiple dwelling, stating the reasons the multiple dwelling is  
33 deemed to be substandard and setting a time and place for hearing  
34 before the public officer. The owners and parties in interest shall be  
35 given the right to file an answer and to appear and give testimony.  
36 The rules of evidence shall not be controlling in hearings before the  
37 public officer.

38 c. If, after notice and hearing, the public officer determines the  
39 multiple dwelling under consideration is substandard, the public  
40 officer shall set forth written findings, and issue and cause to be  
41 served upon the owner, or other person entitled to receive the rent,  
42 an order requiring that the repairs, alterations, or improvements  
43 necessary to bring the property up to minimum standards be made  
44 within a reasonable time.

45 d. Failure to complete such repairs, alterations, or improvements  
46 within a reasonable time, as fixed by the public officer, shall be  
47 cause to impose rent control on the substandard multiple dwelling.

1 e. In establishing maximum rents that may be charged for  
2 housing space in a multiple dwelling subject to rent control, the  
3 permissible rent shall be sufficient to provide the owner or other  
4 person entitled to receive the rent with a fair net operating income  
5 from the multiple dwelling. The net operating income shall not be  
6 considered less than fair if it is 20 percent or more of the annual  
7 income in the case of a multiple dwelling in which there are less  
8 than five dwelling units, or is 15 percent or more in the case of a  
9 multiple dwelling in which there are five or more dwelling units. In  
10 determining the fair net operating income, the public officer shall  
11 consider the following items of expense: heating fuel, utilities,  
12 payroll, janitorial materials, real estate taxes, insurance, interior  
13 painting and decorating, depreciation, repairs and replacements, and  
14 additions to furniture and furnishings, which expenses shall be  
15 deducted from the annual income derived from the multiple  
16 dwelling. The owner shall certify all items of expense and the  
17 amount of annual income or other person entitled to receive the rent  
18 on forms provided by the public officer.

19 f. The imposition of rent control on any substandard multiple  
20 dwelling shall not operate to impair leases existing at the time of  
21 the adoption of an ordinance under this chapter, but shall take effect  
22 at the expiration of the term of any such lease and shall remain in  
23 effect thereafter, so long as the multiple dwelling is subject to rent  
24 control.

25 g. It shall be unlawful for any person to demand or receive any  
26 rent in excess of the maximum rent established for housing space in  
27 multiple dwelling subject to rent control or to demand possession of  
28 the space or evict a tenant for refusal to pay rent in excess of the  
29 established maximum rent. The owner or other person entitled to  
30 receive the rent shall not be prevented, however, from obtaining  
31 possession of housing space from a tenant because of the tenant's  
32 violation of law or contract in accordance with the article 5 of this  
33 Title.

34 h. Whenever the public officer finds that a multiple dwelling  
35 subject to rent control is no longer substandard, the public officer  
36 shall so inform the governing body and the rent control provided by  
37 this chapter on the multiple dwelling shall be removed.

38 46A:32-3. Registration of owners and management of multiple  
39 dwellings. Any ordinance adopted under this chapter may provide  
40 for the registration of the owners and management of every multiple  
41 dwelling in the municipality with the clerk of the municipality upon  
42 forms prescribed by and furnished by the municipality. Every  
43 registration form shall include the name and address of the owner  
44 and of an agent in charge of the premises residing in the  
45 municipality.

46 46A:32-4. Promulgation of state housing code. Any State  
47 housing code promulgated by the Bureau of Homeowner Protection  
48 in the Department of Community Affairs, or its predecessor agency,



1 shall be effective in any municipality adopting an ordinance under  
2 this chapter.

3

4 CHAPTER 33. EXEMPTION OF NEWLY CONSTRUCTED  
5 MULTIPLE DWELLINGS FROM MUNICIPAL RENT  
6 REGULATION

7 46A:33-1. Definitions.

8 46A:33-2. Applicability of municipal rent control  
9 ordinances.

10 46A:33-3. Notice of exemption to tenants.

11 46A:33-4. Filing of owner's claim of exemption.

12 46A:33-1. Definitions. For the purposes of this chapter:

13 "Completion of construction" means issuance of a certificate of  
14 occupancy pursuant to section 15 of P.L.1975, c.217 (C.52:27D-  
15 133).

16 "Constructed" means constructed, erected, or converted, but  
17 excludes rehabilitation of premises rented previously for residential  
18 purposes without an intervening use for other purposes for a period  
19 of at least two years prior to conversion. Mere vacancy shall not be  
20 considered an intervening use for the purposes of this subsection.

21 "Constructed for senior citizens" means constructed under a  
22 governmental program restricting occupancy of at least 90 percent  
23 of the dwelling units to senior citizens, any members of their  
24 immediate households or their occupant surviving spouses, or  
25 constructed as a retirement subdivision or retirement community as  
26 defined in the "Retirement Community Full Disclosure Act,"  
27 P.L.1969, c.215 (C.45:22A-1 et seq.).

28 "Multiple dwelling" means any building or structure and land  
29 appurtenant thereto in which there are four or more dwelling units,  
30 other than dwelling units constructed for occupation by senior  
31 citizens, rented or offered for rent to four or more tenants or family  
32 units.

33 "Period of amortization" means the time during which the  
34 principal amount of the mortgage loan and interest thereon would  
35 be paid entirely through periodic payments, whether or not the term  
36 of the mortgage loan is for a shorter period concluding with a  
37 balloon payment.

38 "Senior citizens" means persons 62 years of age or older.

39 46A:33-2. Applicability of municipal rent control ordinances.

40 a. In any municipality which has enacted or which hereafter enacts  
41 a rent control or rent leveling ordinance, other than under the  
42 authority of chapter 32 of this Title, those provisions of the  
43 ordinance which limit the periodic or regular increases in base  
44 rentals of dwelling units shall not apply to multiple dwellings  
45 constructed pursuant to a construction permit, issued on or after  
46 June 25, 1987, for a period of time not to exceed the period of  
47 amortization of any initial mortgage loan obtained for the multiple

1 dwelling or for 30 years following completion of construction,  
2 whichever is less.

3 b. In the event that there is no initial mortgage financing, the  
4 period of exemption from a rent control or rent leveling ordinance  
5 shall be 30 years from the completion of construction.

6 46A:33-3. Notice of exemption to tenants. The owner of any  
7 multiple dwelling exempted from a rent control or rent leveling  
8 ordinance pursuant to this chapter shall, prior to entering into any  
9 lease for any premises located in the multiple dwelling, give the  
10 prospective tenant a written statement that the multiple dwelling in  
11 which the premises is located is exempt from rent control or rent  
12 leveling for such time as may remain in the exemption period. Each  
13 written lease offered to a prospective tenant for any dwelling unit  
14 therein during the period the multiple dwelling is exempted shall  
15 contain a provision notifying the tenant of the exemption. If the  
16 lease is not in writing, the owner shall give the tenant notice of the  
17 exemption in writing.

18 46A:33-4. Filing of owner's claim of exemption. a. The owner  
19 of any multiple dwelling claiming an exemption from a rent control  
20 or rent leveling ordinance pursuant to this chapter shall file with the  
21 municipal construction official, at least 30 days prior to the issuance  
22 of a certificate of occupancy for the newly constructed multiple  
23 dwelling, a written statement of the owner's claim of exemption  
24 from an ordinance under this chapter, including a statement of the  
25 date upon which the exemption period shall commence, such  
26 information as may be necessary to effectively locate and identify  
27 the multiple dwelling for which the exemption is claimed, and a  
28 statement of the number of rental dwelling units in the multiple  
29 dwelling for which the exemption is claimed.

30 b. The owner shall, at least 30 days prior to the date of the  
31 termination of the exemption period afforded pursuant to this  
32 chapter, file with the municipal construction official a notice of the  
33 date of termination of the exemption period for the affected  
34 multiple dwelling.

35  
36 2. (New section) The following sections are repealed:  
37 N.J.S.2A:18-51 through N.J.S.2A:18-61.

38 Sections 1 and 2 of P.L.1983, c.446 (C.2A:18-59.1 and C.2A:18-  
39 59.2).

40 Sections 2 through 5 and 7 of P.L.1974, c.49 (C.2A:18-61.1  
41 through C.2A:18-61.5).

42 Sections 2 through 4, 6, 8, and 10 of P.L.1986, c.138 (C.2A:18-  
43 61.1a through C.2A:18-61.1f).

44 Sections 3 and 4 of P.L.1993, c.342 (C.2A:18-61.1g and  
45 C.2A:18-61.1h).

46 Section 1 of P.L.1983, c.432 (C.2A:18-61.3a).

47 Sections 3 through 9 of P.L.1975, c.311 (C.2A:18-61.6 through  
48 C.2A:18-61.12).

1       Sections 1 through 12 and 15 through 20 of P.L.1981,  
2       c.226 (C.2A:18-61.22 through C.2A:18-61.39).  
3       Sections 1 through 18, 24, and 25 of P.L.1991, c.509 (C.2A:18-  
4       61.40 through C.2A:18-61.59).  
5       Sections 1 and 2 of P.L.2000, c.113 (C.2A:18-61.60 and  
6       C.2A:18-61.61).  
7       Sections 1 through 4 of P.L.2002, c.133 (C.2A:18-61.62 through  
8       C.2A:18-61.65).  
9       Sections 1 through 7, 9, and 11 through 15 of P.L.1999,  
10      c.340 (C.2A:18-72 through C.2A:18-84).  
11      N.J.S.2A:19-31  
12      N.J.S.2A:19-32.  
13      N.J.S.2A:33-1 through N.J.S.2A:33-23.  
14      N.J.S.2A:42-1 through N.J.S.2A:42-13.  
15      Sections 1 through 3 of 1976, c.100 (C.2A:42-6.1 through  
16      C.2A:42-6.3).  
17      Sections 1 through 3 of P.L.1956, c.81 (C.2A:42-10.1 through  
18      C.2A:42-10.3).  
19      Sections 1 through 4 of P.L.1957, c.110 (C.2A:42-10.6 through  
20      C.2A:42-10.9).  
21      Sections 1 through 4 and 6 of P.L.1970, c.210 (C.2A:42-10.10  
22      through C.2A:42-10.14).  
23      Sections 1 and 2 of P.L.1974, c.47 (C.2A:42-10.15 and C.2A:42-  
24      10.16).  
25      Section 2 of P.L.1979, c.392 (C.2A:42-10.17).  
26      Sections 2 through 5 of P.L.1966, c.168 (C.2A:42-75 through  
27      C.2A:42-78).  
28      Sections 1 through 4 of P.L.1987, c.153 (C.2A:42-84.1 through  
29      C.2A:42-84.4).  
30      Sections 2 through 12 of P.L.1971, c.224 (C.2A:42-86 through  
31      C.2A:42-96).  
32      Sections 1 through 10 of P.L.1990, c.55 (C.2A:42-103 through  
33      C.2A:42-112).  
34      Section 2 of P.L.1995, c.144 (C.2A:42-113).  
35      Sections 1 through 27, 28, and 31 of P.L.2003, c.295 (C.2A:42-  
36      114 through C.2A:42-142).  
37      N.J.S.2A:44-165 through N.J.S.2A:44-168.  
38      N.J.S.2A:65-2  
39      N.J.S.2A:65-3  
40      N.J.S.2A:65-7.  
41      R.S.33:1-54.  
42      R.S.46:3-4  
43      R.S.46:3-8.  
44      R.S.46:8-1 through R.S.46:8-9.  
45      Section 1 of P.L.1971, c.318 (C.46:8-9.1).  
46      Sections 5 and 6 of P.L.1985, c.317 (C.46:8-9.2 and C.46:8-9.3).  
47      Sections 1 through 8 and 10 of P.L.2008, c.111 (C.46:8-9.4  
48      through C.46:8-9.12).

1       Section 1 of P.L.1941, c.317 (C.46:8-10).  
2       Sections 1 through 8 of P.L.1967, c.265 (C.46:8-19 through  
3 C.46:8-26).  
4       Section 5 of P.L.1985, c.42 (C.46:8-19.1).  
5       Sections 3, 4, and 6 of P.L.1971, c.223 (C.46:8-21.1 through  
6 C.46:8-21.3).  
7       Section 6 of P.L.2003, c.188 (C.46:8-21.4).  
8       Section 1 of P.L.2007, c.9 (C.46:8-21.5).  
9       Sections 1 through 11 of P.L.1974, c.50 (C.46:8-27 through  
10 C.46:8-37).  
11       Sections 3, 4, 8, and 9 of P.L.1981, c.442 (C.46:8-28.1 through  
12 C.46:8-28.4).  
13       Section 2 of P.L.2007, c.251 (C.46:8-28.5).  
14       Sections 1 through 5 of P.L.1974, c.48 (C.46:8-38 through  
15 C.46:8-42).  
16       Sections 1 through 7 of P.L.1975, c.310 (C.46:8-43 through  
17 C.46:8-49).  
18       Section 1 of P.L.2001, c.313 (C.46:8-50).  
19  
20       3. N.J.S.2C:12-1 is amended to read as follows:  
21       2C:12-1. Assault. a. Simple assault. A person is guilty of  
22 assault if he:  
23       (1) Attempts to cause or purposely, knowingly or recklessly  
24 causes bodily injury to another; or  
25       (2) Negligently causes bodily injury to another with a deadly  
26 weapon; or  
27       (3) Attempts by physical menace to put another in fear of  
28 imminent serious bodily injury.  
29       Simple assault is a disorderly persons offense unless committed  
30 in a fight or scuffle entered into by mutual consent, in which case it  
31 is a petty disorderly persons offense.  
32       b. Aggravated assault. A person is guilty of aggravated assault  
33 if he:  
34       (1) Attempts to cause serious bodily injury to another, or causes  
35 such injury purposely or knowingly or under circumstances  
36 manifesting extreme indifference to the value of human life  
37 recklessly causes such injury; or  
38       (2) Attempts to cause or purposely or knowingly causes bodily  
39 injury to another with a deadly weapon; or  
40       (3) Recklessly causes bodily injury to another with a deadly  
41 weapon; or  
42       (4) Knowingly under circumstances manifesting extreme  
43 indifference to the value of human life points a firearm, as defined  
44 in subsection f. of N.J.S.2C:39-1, at or in the direction of another,  
45 whether or not the actor believes it to be loaded; or  
46       (5) Commits a simple assault as defined in paragraph (1), (2) or  
47 (3) of subsection a. of this section upon:

- 1 (a) Any law enforcement officer acting in the performance of  
2 his duties while in uniform or exhibiting evidence of his authority  
3 or because of his status as a law enforcement officer; or
- 4 (b) Any paid or volunteer fireman acting in the performance of  
5 his duties while in uniform or otherwise clearly identifiable as being  
6 engaged in the performance of the duties of a fireman; or
- 7 (c) Any person engaged in emergency first-aid or medical  
8 services acting in the performance of his duties while in uniform or  
9 otherwise clearly identifiable as being engaged in the performance  
10 of emergency first-aid or medical services; or
- 11 (d) Any school board member, school administrator, teacher,  
12 school bus driver or other employee of a public or nonpublic school  
13 or school board while clearly identifiable as being engaged in the  
14 performance of his duties or because of his status as a member or  
15 employee of a public or nonpublic school or school board or any  
16 school bus driver employed by an operator under contract to a  
17 public or nonpublic school or school board while clearly  
18 identifiable as being engaged in the performance of his duties or  
19 because of his status as a school bus driver; or
- 20 (e) Any employee of the Division of Child Protection and  
21 Permanency while clearly identifiable as being engaged in the  
22 performance of his duties or because of his status as an employee of  
23 the division; or
- 24 (f) Any justice of the Supreme Court, judge of the Superior  
25 Court, judge of the Tax Court or municipal judge while clearly  
26 identifiable as being engaged in the performance of judicial duties  
27 or because of his status as a member of the judiciary; or
- 28 (g) Any operator of a motorbus or the operator's supervisor or  
29 any employee of a rail passenger service while clearly identifiable  
30 as being engaged in the performance of his duties or because of his  
31 status as an operator of a motorbus or as the operator's supervisor or  
32 as an employee of a rail passenger service; or
- 33 (h) Any Department of Corrections employee, county  
34 corrections officer, juvenile corrections officer, State juvenile  
35 facility employee, juvenile detention staff member, juvenile  
36 detention officer, probation officer or any sheriff, undersheriff, or  
37 sheriff's officer acting in the performance of his duties while in  
38 uniform or exhibiting evidence of his authority or because of his  
39 status as a Department of Corrections employee, county corrections  
40 officer, juvenile corrections officer, State juvenile facility  
41 employee, juvenile detention staff member, juvenile detention  
42 officer, probation officer, sheriff, undersheriff, or sheriff's officer;  
43 or
- 44 (i) Any employee, including any person employed under  
45 contract, of a utility company as defined in [section 2 of P.L.1971,  
46 c.224 (C.2A:42-86)] N.J.S.46A:30-1 (pending before the  
47 Legislature as this bill) or a cable television company subject to the  
48 provisions of the "Cable Television Act," P.L.1972,

1 c.186 (C.48:5A-1 et seq.) while clearly identifiable as being  
2 engaged in the performance of his duties in regard to connecting,  
3 disconnecting or repairing or attempting to connect, disconnect or  
4 repair any gas, electric or water utility, or cable television or  
5 telecommunication service; or

6 (j) Any health care worker employed by a licensed health care  
7 facility to provide direct patient care, any health care professional  
8 licensed or otherwise authorized pursuant to Title 26 or Title 45 of  
9 the Revised Statutes to practice a health care profession, except a  
10 direct care worker at a State or county psychiatric hospital or State  
11 developmental center or veterans' memorial home, while clearly  
12 identifiable as being engaged in the duties of providing direct  
13 patient care or practicing the health care profession; or

14 (k) Any direct care worker at a State or county psychiatric  
15 hospital or State developmental center or veterans' memorial home,  
16 while clearly identifiable as being engaged in the duties of  
17 providing direct patient care or practicing the health care  
18 profession, provided that the actor is not a patient or resident at the  
19 facility who is classified by the facility as having a mental illness or  
20 developmental disability; or

21 (6) Causes bodily injury to another person while fleeing or  
22 attempting to elude a law enforcement officer in violation of  
23 subsection b. of N.J.S.2C:29-2 or while operating a motor vehicle in  
24 violation of subsection c. of N.J.S.2C:20-10. Notwithstanding any  
25 other provision of law to the contrary, a person shall be strictly  
26 liable for a violation of this paragraph upon proof of a violation of  
27 subsection b. of N.J.S.2C:29-2 or while operating a motor vehicle in  
28 violation of subsection c. of N.J.S.2C:20-10 which resulted in  
29 bodily injury to another person; or

30 (7) Attempts to cause significant bodily injury to another or  
31 causes significant bodily injury purposely or knowingly or, under  
32 circumstances manifesting extreme indifference to the value of  
33 human life recklessly causes such significant bodily injury; or

34 (8) Causes bodily injury by knowingly or purposely starting a  
35 fire or causing an explosion in violation of N.J.S.2C:17-1 which  
36 results in bodily injury to any emergency services personnel  
37 involved in fire suppression activities, rendering emergency  
38 medical services resulting from the fire or explosion or rescue  
39 operations, or rendering any necessary assistance at the scene of the  
40 fire or explosion, including any bodily injury sustained while  
41 responding to the scene of a reported fire or explosion. For  
42 purposes of this paragraph, "emergency services personnel" shall  
43 include, but not be limited to, any paid or volunteer fireman, any  
44 person engaged in emergency first-aid or medical services and any  
45 law enforcement officer. Notwithstanding any other provision of  
46 law to the contrary, a person shall be strictly liable for a violation of  
47 this paragraph upon proof of a violation of N.J.S.2C:17-1 which  
48 resulted in bodily injury to any emergency services personnel; or

1 (9) Knowingly, under circumstances manifesting extreme  
2 indifference to the value of human life, points or displays a firearm,  
3 as defined in subsection f. of N.J.S.2C:39-1, at or in the direction of  
4 a law enforcement officer; or

5 (10) Knowingly points, displays or uses an imitation firearm, as  
6 defined in subsection v. of N.J.S.2C:39-1, at or in the direction of a  
7 law enforcement officer with the purpose to intimidate, threaten or  
8 attempt to put the officer in fear of bodily injury or for any unlawful  
9 purpose; or

10 (11) Uses or activates a laser sighting system or device, or a  
11 system or device which, in the manner used, would cause a  
12 reasonable person to believe that it is a laser sighting system or  
13 device, against a law enforcement officer acting in the performance  
14 of his duties while in uniform or exhibiting evidence of his  
15 authority. As used in this paragraph, "laser sighting system or  
16 device" means any system or device that is integrated with or  
17 affixed to a firearm and emits a laser light beam that is used to  
18 assist in the sight alignment or aiming of the firearm; or

19 (12) Attempts to cause significant bodily injury or causes  
20 significant bodily injury purposely or knowingly or, under  
21 circumstances manifesting extreme indifference to the value of  
22 human life, recklessly causes significant bodily injury to a person  
23 who, with respect to the actor, meets the definition of a victim of  
24 domestic violence, as defined in subsection d. of section 3 of  
25 P.L.1991, c.261 (C.2C:25-19).

26 Aggravated assault under paragraphs (1) and (6) of subsection b.  
27 of this section is a crime of the second degree; under paragraphs  
28 (2), (7), (9) and (10) of subsection b. of this section is a crime of the  
29 third degree; under paragraphs (3) and (4) of subsection b. of this  
30 section is a crime of the fourth degree; and under paragraph (5) of  
31 subsection b. of this section is a crime of the third degree if the  
32 victim suffers bodily injury, otherwise it is a crime of the fourth  
33 degree. Aggravated assault under paragraph (8) of subsection b. of  
34 this section is a crime of the third degree if the victim suffers bodily  
35 injury; if the victim suffers significant bodily injury or serious  
36 bodily injury it is a crime of the second degree. Aggravated assault  
37 under paragraph (11) of subsection b. of this section is a crime of  
38 the third degree. Aggravated assault under paragraph (12) of  
39 subsection b. of this section is a crime of the third degree but the  
40 presumption of non-imprisonment set forth in subsection e. of  
41 N.J.S.2C:44-1 for a first offense of a crime of the third degree shall  
42 not apply.

43 c. (1) A person is guilty of assault by auto or vessel when the  
44 person drives a vehicle or vessel recklessly and causes either  
45 serious bodily injury or bodily injury to another. Assault by auto or  
46 vessel is a crime of the fourth degree if serious bodily injury results  
47 and is a disorderly persons offense if bodily injury results. Proof  
48 that the defendant was operating a hand-held wireless telephone

1 while driving a motor vehicle in violation of section 1 of P.L.2003,  
2 c.310 (C.39:4-97.3) may give rise to an inference that the defendant  
3 was driving recklessly.

4 (2) Assault by auto or vessel is a crime of the third degree if the  
5 person drives the vehicle while in violation of R.S.39:4-50 or  
6 section 2 of P.L.1981, c.512 (C.39:4-50.4a) and serious bodily  
7 injury results and is a crime of the fourth degree if the person drives  
8 the vehicle while in violation of R.S.39:4-50 or section 2 of  
9 P.L.1981, c.512 (C.39:4-50.4a) and bodily injury results.

10 (3) Assault by auto or vessel is a crime of the second degree if  
11 serious bodily injury results from the defendant operating the auto  
12 or vessel while in violation of R.S.39:4-50 or section 2 of P.L.1981,  
13 c.512 (C.39:4-50.4a) while:

14 (a) on any school property used for school purposes which is  
15 owned by or leased to any elementary or secondary school or school  
16 board, or within 1,000 feet of such school property;

17 (b) driving through a school crossing as defined in R.S.39:1-1 if  
18 the municipality, by ordinance or resolution, has designated the  
19 school crossing as such; or

20 (c) driving through a school crossing as defined in R.S.39:1-1  
21 knowing that juveniles are present if the municipality has not  
22 designated the school crossing as such by ordinance or resolution.

23 Assault by auto or vessel is a crime of the third degree if bodily  
24 injury results from the defendant operating the auto or vessel in  
25 violation of this paragraph.

26 A map or true copy of a map depicting the location and  
27 boundaries of the area on or within 1,000 feet of any property used  
28 for school purposes which is owned by or leased to any elementary  
29 or secondary school or school board produced pursuant to section 1  
30 of P.L.1987, c.101 (C.2C:35-7) may be used in a prosecution under  
31 subparagraph (a) of paragraph (3) of this subsection.

32 It shall be no defense to a prosecution for a violation of  
33 subparagraph (a) or (b) of paragraph (3) of this subsection that the  
34 defendant was unaware that the prohibited conduct took place while  
35 on or within 1,000 feet of any school property or while driving  
36 through a school crossing. Nor shall it be a defense to a prosecution  
37 under subparagraph (a) or (b) of paragraph (3) of this subsection  
38 that no juveniles were present on the school property or crossing  
39 zone at the time of the offense or that the school was not in session.

40 (4) Assault by auto or vessel is a crime of the third degree if the  
41 person purposely drives a vehicle in an aggressive manner directed  
42 at another vehicle and serious bodily injury results and is a crime of  
43 the fourth degree if the person purposely drives a vehicle in an  
44 aggressive manner directed at another vehicle and bodily injury  
45 results. For purposes of this paragraph, "driving a vehicle in an  
46 aggressive manner" shall include, but is not limited to,  
47 unexpectedly altering the speed of the vehicle, making improper or  
48 erratic traffic lane changes, disregarding traffic control devices,



1 failing to yield the right of way, or following another vehicle too  
2 closely.

3 As used in this subsection, "vessel" means a means of  
4 conveyance for travel on water and propelled otherwise than by  
5 muscular power.

6 d. A person who is employed by a facility as defined in section  
7 2 of P.L.1977, c.239 (C.52:27G-2) who commits a simple assault as  
8 defined in paragraph (1) or (2) of subsection a. of this section upon  
9 an institutionalized elderly person as defined in section 2 of  
10 P.L.1977, c.239 (C.52:27G-2) is guilty of a crime of the fourth  
11 degree.

12 e. (Deleted by amendment, P.L.2001, c.443).

13 f. A person who commits a simple assault as defined in  
14 paragraph (1), (2) or (3) of subsection a. of this section in the  
15 presence of a child under 16 years of age at a school or community  
16 sponsored youth sports event is guilty of a crime of the fourth  
17 degree. The defendant shall be strictly liable upon proof that the  
18 offense occurred, in fact, in the presence of a child under 16 years  
19 of age. It shall not be a defense that the defendant did not know  
20 that the child was present or reasonably believed that the child was  
21 16 years of age or older. The provisions of this subsection shall not  
22 be construed to create any liability on the part of a participant in a  
23 youth sports event or to abrogate any immunity or defense available  
24 to a participant in a youth sports event. As used in this act, "school  
25 or community sponsored youth sports event" means a competition,  
26 practice or instructional event involving one or more interscholastic  
27 sports teams or youth sports teams organized pursuant to a  
28 nonprofit or similar charter or which are member teams in a youth  
29 league organized by or affiliated with a county or municipal  
30 recreation department and shall not include collegiate, semi-  
31 professional or professional sporting events.

32 (cf: P.L.2015, c.100, s.1)

33

34 4. Section 3 of P.L.2005, c.319 (C.2C:33-11.1) is amended to  
35 read as follows:

36 3. a. A person commits a disorderly persons offense if, after  
37 being warned by a law enforcement or other public official of the  
38 illegality of that action, the person (1) takes possession of  
39 residential real property or effectuates a forcible entry or detainer of  
40 residential real property without lawful execution of a warrant for  
41 **【possession】** eviction in accordance with the provisions of **【section**  
42 **2 of P.L.1974, c.47 (C.2A:42-10.16)】** N.J.S.46A:17-4 (pending  
43 before the Legislature as this bill) or without the consent of the  
44 occupant solely in possession of the residential real property; or (2)  
45 refuses to restore immediately to exclusive possession and  
46 occupancy any such occupant so displaced. Legal occupants  
47 unlawfully displaced shall be entitled without delay to reenter and  
48 reoccupy the premises, and shall not be considered trespassers or

1 chargeable with any offense, provided that a law enforcement  
2 officer is present at the time of reentry. It shall be the duty of such  
3 officer to prevent the landlord or any other persons from obstructing  
4 or hindering the reentry and reoccupancy of the dwelling by the  
5 displaced occupant.

6 As used in this section, "forcible entry and detainer" means to  
7 enter upon or into any real property and detain and hold that  
8 property by:

9 (1) any kind of violence including threatening to kill or injure  
10 the party in possession;

11 (2) words, circumstances or actions which have a clear intention  
12 to incite fear or apprehension or danger in the party in possession;

13 (3) putting outside of the residential premises the personal  
14 effects or furniture of the party in possession;

15 (4) entering peaceably and then, by force or threats, turning the  
16 party out of possession;

17 (5) padlocking or otherwise changing locks to the property;

18 (6) shutting off, or causing to be shut off, vital services such as,  
19 but not limited to, heat, electricity or water, in an effort to regain  
20 possession; or by

21 (7) any means other than compliance with lawful eviction  
22 procedures pursuant to [section 2 of P.L.1974, c.47 (C.2A:42-  
23 10.16)] N.J.S.46A:17-4 (pending before the Legislature as this  
24 bill), as established through possession of a lawfully prepared and  
25 valid "Execution of Warrant for Eviction."

26 b. A person who is convicted of an offense under this section  
27 more than once within a five-year period is guilty of a crime of the  
28 fourth degree.

29 (cf: P.L.2005, c.319, s.3)

30

31 5. Section 8 of P.L.1999, c. 340 (C.39:10-15.1) is amended to  
32 read as follows:

33 8. If a manufactured home is sold or otherwise disposed of  
34 pursuant to [P.L.1999, c.340 (C.2A:18-72 et al.)] N.J.S.46A:27-3  
35 (pending before the Legislature as this bill), the Director of the  
36 Division of Motor Vehicles shall issue, upon proof of purchase, a  
37 certificate of ownership to the purchaser, with no encumbrances  
38 listed thereon.

39 (cf: P.L.1999, c.340, s.8)

40

41 6. Section 19 of P.L.1992, c.79 (C.40A:12A-19) is amended to  
42 read as follows:

43 19. a. It is hereby declared to be the policy of this State that  
44 each municipality, county, or housing authority providing public  
45 housing pursuant to this act shall manage and operate its housing  
46 projects in an efficient manner so as to enable it to fix the rentals  
47 for dwelling accommodations at the lowest possible rates consistent  
48 with providing decent, safe and sanitary dwelling accommodations;

1 and that no municipality, county, or housing authority shall  
2 construct or operate any such project for profit or as a source of  
3 revenue to the municipality or county. To this end, a municipality,  
4 county, or housing authority shall fix the rentals for dwellings in its  
5 projects at no higher rates than it shall find to be necessary in order  
6 to project revenues which, together with all other available moneys,  
7 revenues, income and receipts of the municipality, county, or  
8 housing authority, will be sufficient to:

9 (1) pay, as the same become due, the principal of and interest  
10 upon the bonds of the authority or the bonds of the municipality or  
11 county issued pursuant to section 29 or section 37 of P.L.1992,  
12 c.79 (C.40A:12A-29 or 40A:12A-37);

13 (2) meet the cost of, and provide for, maintaining and operating  
14 the projects, including the cost of any insurance, and the  
15 administrative expenses of the municipality, county or housing  
16 authority; and

17 (3) create during not less than six years immediately succeeding  
18 its issuance of any bonds, and thereafter maintain, a reserve  
19 sufficient to meet the largest principal and interest payments which  
20 will be due on those bonds in any one year thereafter.

21 b. In the operation or management of housing projects a  
22 municipality, county or housing authority shall at all times observe  
23 the following duties with respect to rentals and tenant selection:

24 (1) It may rent or lease the dwelling accommodations therein  
25 only to persons of low and moderate income and at rentals within  
26 the financial reach of such persons.

27 (2) It may rent or lease to a tenant dwelling accommodations  
28 consisting of a room or rooms of such size, location and dimensions  
29 as necessary to provide safe and sanitary accommodations to the  
30 proposed occupants thereof, without overcrowding, in accordance  
31 with the standards for use and occupancy of space as set forth in the  
32 State Housing Code adopted pursuant to [P.L.1971,  
33 c.224 (C.2A:42-85 et seq.)] N.J.S.46A:32-4 (pending before the  
34 Legislature as this bill).

35 (3) It shall adopt income standards for selecting tenants which  
36 are consistent with applicable State or federal law.

37 c. Notwithstanding any provisions of this section, a  
38 municipality, county or housing authority may agree to conditions  
39 as to tenant eligibility or preference required by the federal  
40 government or State government pursuant to applicable federal or  
41 State law in any contract with the municipality, county, or housing  
42 authority for financial assistance.

43 (cf: P.L.1992, c.79, s.19)

44  
45 7. Section 20 of P.L.1992, c.79 (C.40A:12A-20) is amended to  
46 read as follows:

47 20. The municipality, county or housing authority shall establish  
48 rules and regulations concerning admissions to any housing project

1 which shall provide priority categories for persons displaced or  
2 caused to be displaced by public action or by redevelopment  
3 projects, highway programs or other public works; persons living in  
4 housing found to be "substandard" within the meaning of  
5 **【P.L.1966, c.168 (C.2A:42-74 et seq.)】 N.J.S.46A:30-1 (pending**  
6 **before the Legislature as this bill** or **【P.L.1971, c.224 (C.2A:42-85**  
7 **et seq.)】 N.J.S.46A:32-1 (pending before the Legislature as this**  
8 **bill)**, or otherwise violative of minimum health and safety  
9 standards; persons and families who, by reason of family income,  
10 family size or disabilities have special needs; and elderly persons.  
11 (cf: P.L.1992, c.79, s.20)

12  
13 8. Section 8 of P.L.1977, c.419 (C.45:22A-28) is amended to  
14 read as follows:

15 8. a. A public offering statement shall disclose fully and  
16 accurately the characteristics of the development and the lots,  
17 parcels, units, or interests therein offered, and shall make known to  
18 prospective purchasers all unusual or material circumstances or  
19 features affecting the development. The proposed public offering  
20 statement submitted to the agency shall be in a form prescribed by  
21 its rules and regulations and shall include the following:

22 (1) The name and principal address of the developer;

23 (2) A general narrative description of the development stating  
24 the total number of lots, units, parcels, or interests in the offering,  
25 and the total number of such interests planned to be sold, leased or  
26 otherwise transferred;

27 (3) Copies of any management contract, lease of recreational  
28 areas, or similar contract or agreement affecting the use,  
29 maintenance, or access of all or any part of the development, with a  
30 brief and simple narrative statement of the effect of each such  
31 agreement upon a purchaser, and a statement of the relationship, if  
32 any, between the developer and the managing agent or firm;

33 (4) (a) The significant terms of any encumbrances, easements,  
34 liens, and restrictions, including zoning and other regulations,  
35 affecting such lands and each unit, lot, parcel, or interest, and a  
36 statement of all existing taxes and existing or proposed special taxes  
37 or assessments which affect such lands; and

38 (b) In the case of a conversion subject to the provisions of **【the**  
39 **"Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et**  
40 **al.)】 chapter 28 of Title 46A of the New Jersey Statutes (pending**  
41 **before the Legislature as this bill**), the information required  
42 pursuant to **【section 14 of P.L.1991, c.509 (C.2A:18-61.53)】**  
43 **N.J.S.46A:28-15 (pending before the Legislature as this bill)**;

44 (5) (a) Relevant community information, including hospitals,  
45 health and recreational facilities of any kind, streets, water supply,  
46 levees, drainage control systems, irrigation systems, sewage  
47 disposal facilities and customary utilities; and

1 (b) The estimated cost, size, date of completion, and  
2 responsibility for construction and maintenance of existing and  
3 proposed amenities which are referred to in connection with the  
4 offering or disposition of any interest in the subdivision or  
5 subdivided lands;

6 (6) A copy of the proposed budget for the operation and  
7 maintenance of the common or shared elements or interests;

8 (7) Additional information required by the agency to assure full  
9 and fair disclosure to prospective purchasers.

10 b. The public offering statement shall not be used for any  
11 promotional purposes before registration of the development and  
12 afterwards only if it is used in its entirety. No person may advertise  
13 or represent that the agency approves or recommends the  
14 development or dispositions therein. No portion of the public  
15 offering statement may be underscored, italicized, or printed in  
16 larger or heavier or different color type than the remainder of the  
17 statement, unless the agency requires or permits it.

18 c. The agency may require the developer to alter or amend the  
19 proposed public offering statement in order to assure full and fair  
20 disclosure to prospective purchasers, and no change in the  
21 substance of the promotional plan or plan of disposition or  
22 development of a planned real estate development may be made  
23 after registration without the approval of the agency. A public  
24 offering statement shall not be current unless all amendments have  
25 been incorporated.

26 d. The public offering statement shall, to the extent possible,  
27 combine simplicity and accuracy of information, in order to  
28 facilitate purchaser understanding of the totality of rights,  
29 privileges, obligations and restrictions, comprehended under the  
30 proposed plan of development. In reviewing such public offering  
31 statement, the agency shall pay close attention to the requirements  
32 of this subsection, and shall use its discretion to require revision of  
33 a public offering statement which is unnecessarily complex,  
34 confusing, or is illegible by reason of type size or otherwise.

35 (cf: P.L.1991, c.509, s.22)

36

37 9. Section 20 of P.L.1985, c.222 (C.52:27D-320) is amended to  
38 read as follows:

39 20. There is established in the Department of Community  
40 Affairs a separate trust fund, to be used for the exclusive purposes  
41 as provided in this section, and which shall be known as the "New  
42 Jersey Affordable Housing Trust Fund." The fund shall be a non-  
43 lapsing, revolving trust fund, and all monies deposited or received  
44 for purposes of the fund shall be accounted for separately, by source  
45 and amount, and remain in the fund until appropriated for such  
46 purposes. The fund shall be the repository of all State funds  
47 appropriated for affordable housing purposes, including, but not  
48 limited to, the proceeds from the receipts of the additional fee

1 collected pursuant to paragraph (2) of subsection a. of section 3 of  
2 P.L.1968, c.49 (C.46:15-7), proceeds from available receipts of the  
3 Statewide non-residential development fees collected pursuant to  
4 section 35 of P.L.2008, c.46 (C.40:55D-8.4), monies lapsing or  
5 reverting from municipal development trust funds, or other monies  
6 as may be dedicated, earmarked, or appropriated by the Legislature  
7 for the purposes of the fund. All references in any law, order, rule,  
8 regulation, contract, loan, document, or otherwise, to the  
9 "Neighborhood Preservation Nonlapsing Revolving Fund" shall  
10 mean the "New Jersey Affordable Housing Trust Fund." The  
11 department shall be permitted to utilize annually up to 7.5 percent  
12 of the monies available in the fund for the payment of any  
13 necessary administrative costs related to the administration of the  
14 "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), or any  
15 costs related to administration of P.L.2008, c.46 (C.52:27D-329.1 et  
16 al.).

17 a. Except as permitted pursuant to subsection g. of this section,  
18 and by section 41 of P.L.2009, c.90 (C.52:27D-320.1), the  
19 commissioner shall award grants or loans from this fund for  
20 housing projects and programs in municipalities whose housing  
21 elements have received substantive certification from the council, in  
22 municipalities receiving State aid pursuant to P.L.1978,  
23 c.14 (C.52:27D-178 et seq.), in municipalities subject to a builder's  
24 remedy as defined in section 28 of P.L.1985, c.222 (C.52:27D-328)  
25 or in receiving municipalities in cases where the council has  
26 approved a regional contribution agreement and a project plan  
27 developed by the receiving municipality.

28 Of those monies deposited into the "New Jersey Affordable  
29 Housing Trust Fund" that are derived from municipal development  
30 fee trust funds, or from available collections of Statewide non-  
31 residential development fees, a priority for funding shall be  
32 established for projects in municipalities that have petitioned the  
33 council for substantive certification.

34 Programs and projects in any municipality shall be funded only  
35 after receipt by the commissioner of a written statement in support  
36 of the program or project from the municipal governing body.

37 b. The commissioner shall establish rules and regulations  
38 governing the qualifications of applicants, the application  
39 procedures, and the criteria for awarding grants and loans and the  
40 standards for establishing the amount, terms and conditions of each  
41 grant or loan.

42 c. For any period which the council may approve, the  
43 commissioner may assist affordable housing programs which are  
44 not located in municipalities whose housing elements have been  
45 granted substantive certification or which are not in furtherance of a  
46 regional contribution agreement; provided that the affordable  
47 housing program will meet all or part of a municipal low and  
48 moderate income housing obligation.

- 1       d. Amounts deposited in the "New Jersey Affordable Housing  
2 Trust Fund" shall be targeted to regions based on the region's  
3 percentage of the State's low and moderate income housing need as  
4 determined by the council. Amounts in the fund shall be applied for  
5 the following purposes in designated neighborhoods:
- 6       (1) Rehabilitation of substandard housing units occupied or to  
7 be occupied by low and moderate income households;
- 8       (2) Creation of accessory apartments to be occupied by low and  
9 moderate income households;
- 10       (3) Conversion of non-residential space to residential purposes;  
11 provided a substantial percentage of the resulting housing units are  
12 to be occupied by low and moderate income households;
- 13       (4) Acquisition of real property, demolition and removal of  
14 buildings, or construction of new housing that will be occupied by  
15 low and moderate income households, or any combination thereof;
- 16       (5) Grants of assistance to eligible municipalities for costs of  
17 necessary studies, surveys, plans and permits; engineering,  
18 architectural and other technical services; costs of land acquisition  
19 and any buildings thereon; and costs of site preparation, demolition  
20 and infrastructure development for projects undertaken pursuant to  
21 an approved regional contribution agreement;
- 22       (6) Assistance to a local housing authority, nonprofit or limited  
23 dividend housing corporation or association or a qualified entity  
24 acting as a receiver under **[P.L.2003, c.295 (C.2A:42-114 et al.)]**  
25 chapter 29 of Title 46A of the New Jersey Statutes (pending before  
26 the Legislature as this bill) for rehabilitation or restoration of  
27 housing units which it administers which: (a) are unusable or in a  
28 serious state of disrepair; (b) can be restored in an economically  
29 feasible and sound manner; and (c) can be retained in a safe, decent  
30 and sanitary manner, upon completion of rehabilitation or  
31 restoration; and       (7) Other housing programs for low and  
32 moderate income housing, including, without limitation, (a)  
33 infrastructure projects directly facilitating the construction of low  
34 and moderate income housing not to exceed a reasonable percentage  
35 of the construction costs of the low and moderate income housing to  
36 be provided and (b) alteration of dwelling units occupied or to be  
37 occupied by households of low or moderate income and the  
38 common areas of the premises in which they are located in order to  
39 make them accessible to handicapped persons.
- 40       e. Any grant or loan agreement entered into pursuant to this  
41 section shall incorporate contractual guarantees and procedures by  
42 which the division will ensure that any unit of housing provided for  
43 low and moderate income households shall continue to be occupied  
44 by low and moderate income households for at least 20 years  
45 following the award of the loan or grant, except that the division  
46 may approve a guarantee for a period of less than 20 years where  
47 necessary to ensure project feasibility.

1 f. Notwithstanding the provisions of any other law, rule or  
2 regulation to the contrary, in making grants or loans under this  
3 section, the department shall not require that tenants be certified as  
4 low or moderate income or that contractual guarantees or deed  
5 restrictions be in place to ensure continued low and moderate  
6 income occupancy as a condition of providing housing assistance  
7 from any program administered by the department, when that  
8 assistance is provided for a project of moderate rehabilitation if the  
9 project (1) contains 30 or fewer rental units and (2) is located in a  
10 census tract in which the median household income is 60 percent or  
11 less of the median income for the housing region in which the  
12 census tract is located, as determined for a three person household  
13 by the council in accordance with the latest federal decennial  
14 census. A list of eligible census tracts shall be maintained by the  
15 department and shall be adjusted upon publication of median  
16 income figures by census tract after each federal decennial census.

17 g. In addition to other grants or loans awarded pursuant to this  
18 section, and without regard to any limitations on such grants or  
19 loans for any other purposes herein imposed, the commissioner  
20 shall annually allocate such amounts as may be necessary in the  
21 commissioner's discretion, and in accordance with section 3 of  
22 P.L.2004, c.140 (C.52:27D-287.3), to fund rental assistance grants  
23 under the program created pursuant to P.L.2004, c.140 (C.52:27D-  
24 287.1 et al.). Such rental assistance grants shall be deemed  
25 necessary and authorized pursuant to P.L.1985, c.222 (C.52:27D-  
26 301 et al.), in order to meet the housing needs of certain low income  
27 households who may not be eligible to occupy other housing  
28 produced pursuant to P.L.1985, c.222 (C.52:27D-301 et al.).

29 h. The department and the State Treasurer shall submit the  
30 "New Jersey Affordable Housing Trust Fund" for an audit annually  
31 by the State Auditor or State Comptroller, at the discretion of the  
32 Treasurer. In addition, the department shall prepare an annual  
33 report for each fiscal year, and submit it by November 30th of each  
34 year to the Governor and the Legislature, and the Joint Committee  
35 on Housing Affordability, or its successor, and post the information  
36 to its web site, of all activity of the fund, including details of the  
37 grants and loans by number of units, number and income ranges of  
38 recipients of grants or loans, location of the housing renovated or  
39 constructed using monies from the fund, the number of units upon  
40 which affordability controls were placed, and the length of those  
41 controls. The report also shall include details pertaining to those  
42 monies allocated from the fund for use by the State rental assistance  
43 program pursuant to section 3 of P.L.2004, c.140 (C.52:27D-287.3)  
44 and subsection g. of this section.

45 i. The commissioner may award or grant the amount of any  
46 appropriation deposited in the "New Jersey Affordable Housing  
47 Trust Fund" pursuant to section 41 of P.L.2009, c.90 (C.52:27D-



1 320.1) to municipalities pursuant to the provisions of section 39 of  
 2 P.L.2009, c.90 (C.40:55D-8.8).  
 3 (cf: P.L.2013, c.253, s.49)  
 4

5 10. Section 2 of P.L.1976, c.63 (C.54:4-6.3) is amended to read  
 6 as follows:

7 2. As used in this act unless the context clearly indicates a  
 8 different meaning:

9 a. "Qualified real rental property" means any building or  
 10 structure or complex of buildings or structures in which five or  
 11 more housing units are rented or leased or offered for rental or lease  
 12 for residential purposes except:

13 (1) hotels, motels or other guesthouses serving transient or  
 14 seasonal guests;

15 (2) buildings or structures which are subject to an abatement  
 16 agreement under which reduced or no property taxes are paid on the  
 17 improvements pursuant to statute, notwithstanding that payments in  
 18 lieu of taxes are paid in accordance with the agreement;

19 (3) buildings or structures located in municipalities in which a  
 20 rent control ordinance which does not provide for an automatic  
 21 increase in the amount of rent permitted to be charged by a property  
 22 owner upon an increase in the amount of property tax levied upon  
 23 the property is in effect for the base year and the current year;

24 (4) dwelling units in a residential cooperative or mutual housing  
 25 corporation;

26 (5) dwelling units in a condominium, other than those dwelling  
 27 units which are occupied by qualified tenants under **the "Tenant**  
 28 **Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.)**  
 29 **chapter 28 of Title 46A of the New Jersey Statutes (pending before**  
 30 **the Legislature as this bill);**

31 (6) dwelling units in a continuing care retirement community; or

32 (7) dwelling units within residential health care facilities;  
 33 assisted living residences; facilities with a Class C license pursuant  
 34 to P.L.1979, c.496 (C.55:13B-1 et al.), the "Rooming and Boarding  
 35 House Act of 1979" or similar facilities for which occupancy is  
 36 predicated upon the receipt of medical, nursing or personal care  
 37 services for the residents and the cost thereof is included in the rent.

38 Owner occupation of a building shall not be a factor in whether a  
 39 building is qualified real rental property under P.L.1976,  
 40 c.63 (C.54:4-6.2 et seq.).

41 b. "Property tax reduction" means the difference between the  
 42 amount of property tax paid or payable on any qualified real rental  
 43 property in the base year, and the amount of property taxes paid or  
 44 payable in the current year if less than the amount of property taxes  
 45 paid or payable in the base year.

46 c. "Base year" means calendar year 1998.

47 If any of the following events occur, "base year" shall then mean:

(1) any calendar year after 1998 in which property taxes levied for qualified real rental property exceed the property taxes levied for 1998 for that property;

(2) the first calendar year after 1998 during which qualified real rental property is first offered for rent or lease;

(3) the first full calendar year after 1998 in which qualified real rental property is no longer subject to a tax exemption or tax abatement program;

(4) a calendar year subsequent to 1998 for which the property tax calculation reflects an assessment reduction from the prior base year assessment; or

(5) a calendar year subsequent to 1998 in which the property taxes paid in the base year and the property taxes paid in the current year do not reflect consistent budgetary and tax item components because sewer, solid waste or similar services provided through a taxing entity budget and reflected in the tax rate are changed to a separately billed user fee.

d. "Assessment reduction" means a decrease in the amount of assessed value of qualified real rental property resulting from an agreement entered into with a municipal taxing authority, an abatement, exemption, change in assessment imposed administratively by a municipal tax assessor or county board of taxation, or a judgment entered by a county board of taxation, the tax court, or by a court of competent jurisdiction.

(cf: P.L.2000, c.126, s.31)

11. Section 6 of P.L.1976, c.63 (C.54:4-6.7) is amended to read as follows:

6. The property tax rebate or credit for each dwelling unit shall be paid to the tenant who was in residence of such unit during the calendar year. The rebate shall be paid monthly, except that the first rebate payment shall be cumulative to the month following receipt of the notice of property tax reduction pursuant to section 4 of P.L.1976, c.63 (C.54:4-6.5), and the last shall be made by December 31; provided however, that if a notice is received after November 1 of the tax year, the first rebate payment need not be cumulative and the rebate may be payable in monthly installments to the next following June 30. Such property tax reduction shall, at the option of the owner, either be credited as a rent reduction or paid directly to the tenant.

The amount of each monthly property tax rebate or credit shall be equal to one-twelfth of the annual amount of the rebate or credit; provided, however, that the amount of the rebate or credit due the tenant at the time the rent is paid shall be rounded off such that any amount less than \$0.50 shall be reduced to the next lower dollar and any amount \$0.50 or higher shall be increased to the next higher dollar. Rebates shall be paid to a tenant only for the number of months during the calendar year the tenant has been in residence. A

1 landlord shall use his or her best efforts to obtain the forwarding  
2 address of a tenant who is entitled to a rebate and who has moved  
3 from the rental premises.

4 An owner shall adjust the payment or crediting of a rebate  
5 immediately upon the receipt of and in accordance with a revised  
6 notice of property tax reduction pursuant to section 4 of P.L.1976,  
7 c.63 (C.54:4-6.5); provided, however, that no amount of rebate  
8 previously paid or credited may be recovered by the owner.

9 In the case of a lease terminated pursuant to **【P.L.1971,**  
10 **c.318 (C.46:8-9.1)】** N.J.S.46A:8-1 (pending before the Legislature  
11 as this bill), any property tax rebate or credit due and owing prior to  
12 that termination of the lease shall be paid to the executor or  
13 administrator of the estate of the tenant or the surviving spouse of  
14 the tenant terminating the lease.  
15 (cf: P.L.1998, c.15, s.4)

16

17 12. Section 8 of P.L.1999, c.362 (C.55:13A-7.18) is amended to  
18 read as follows:

19 8. a. The owner of a multiple dwelling who is required to  
20 prepare a Consumer Confidence Report pursuant to the "Safe  
21 Drinking Water Act Amendments of 1996," 42 U.S.C.s.300f et al.,  
22 or who receives a Consumer Confidence Report from the owner or  
23 operator of a public community water system, shall post each  
24 Consumer Confidence Report it prepares or receives in each  
25 common area routinely used by the tenants living in the multiple  
26 dwelling unit, or, if there is no common area routinely used by the  
27 tenants, the owner of the multiple dwelling shall transmit a copy of  
28 the Consumer Confidence Report to each dwelling unit.

29 b. The owner of a multiple dwelling unit who is a supplier of  
30 water but is not required to prepare a Consumer Confidence Report  
31 pursuant to the "Safe Drinking Water Act Amendments of 1996,"  
32 and who is required to conduct tests of its drinking water by the  
33 Department of Environmental Protection, shall post a chart setting  
34 forth the results of the water tests, including the level of detection  
35 and, as appropriate for each contaminant, the maximum  
36 contaminant level, highest level allowed, action level, treatment  
37 technique, or other expression of an acceptable level, for each  
38 contaminant, in each common area routinely used by the tenants  
39 living in the multiple dwelling unit, or, if there is no common area  
40 routinely used by the tenants, the owner of the multiple dwelling  
41 shall transmit a copy of the chart to each dwelling unit. The chart  
42 also shall include in bold print the statement required to be included  
43 in a Consumer Confidence Report pursuant to 40 CFR s.141.154(a).  
44 The chart shall not include contaminants that are not detected.

45 c. The Commissioner of the Department of Community Affairs  
46 shall include in the statement of the established rights and  
47 responsibilities of residential tenants and landlords prepared  
48 pursuant to **【section 3 of P.L.1975, c.310 (C.46:8-45)】**

1 N.J.S.46A:4-2 (pending before the Legislature as this bill) the  
2 requirements imposed on owners of multiple dwellings pursuant to  
3 subsection a. and subsection b. of this section. The Department of  
4 Community Affairs shall enforce the provisions of this section. The  
5 Department of Community Affairs shall not be required to conduct  
6 on-site inspections to determine compliance with this section more  
7 frequently than any on-site inspections of multiple dwellings are  
8 conducted by the department pursuant to any other law.

9 d. As used in this section, "multiple dwelling" and "dwelling  
10 unit" shall have the same meaning as in section 3 of P.L.1967,  
11 c.76 (C.55:13A-3).

12 (cf: P.L.1999, c.362, s.8)

13  
14 13. Section 1 of P.L.1995, c.144 (C.55:14I-6.1) is amended to  
15 read as follows:

16 1. Every nonprofit corporation owning or operating a senior  
17 citizen rental housing project pursuant to the provisions of  
18 P.L.1965, c.92 (C.55:14I-1 et seq.) shall give to each lessee at the  
19 time of the signing of the lease or any renewal thereof, copies of the  
20 statements required to be provided in accordance with **[P.L.1974,**  
21 **c.50 (C.46:8-27 et seq.) and P.L.1975, c.310 (C.46:8-43 et seq.)]**  
22 chapter 4 of Title 46A of the New Jersey Statutes (pending before  
23 the Legislature as this bill), together with a statement including the  
24 telephone numbers of the State and local office for the municipality  
25 designated to receive reports of housing emergencies or complaints  
26 where the tenant may report an owner's failure to respond to a  
27 housing emergency or complaint.

28 Upon receipt of these statements, the lessee shall sign a form  
29 indicating that the owner delivered the statements as required under  
30 the provisions of this section **], P.L.1974, c.50 (C.46:8-27 et seq.)**  
31 **and P.L.1975, c.310 (C.46:8-43 et seq.)]** and chapter 4 of Title 46A  
32 of the New Jersey Statutes (pending before the Legislature as this  
33 bill). The owner shall keep the form on file for one year.

34 The owner shall post copies of the statements in one or more  
35 locations so that the statements are prominently displayed and  
36 accessible to all the tenants of the senior citizen rental housing  
37 project.

38 Nothing contained in this section shall be construed as affecting  
39 a right guaranteed, or a responsibility imposed, on any person by  
40 any other law.

41 (cf: P.L.1995, c.144, s.1)

42  
43 14. Section 23 of P.L.2003, c.210 (C.55:19-100) is amended to  
44 read as follows:

45 23. With respect to any lien placed against any real property  
46 pursuant to the provisions of section 1 or section 3 of P.L.1942,  
47 c.112 (C.40:48-2.3 or C.40:48-2.5) or section 1 of P.L.1989,  
48 c.91 (C.40:48-2.3a) or any receiver's lien pursuant to **[P.L.2003,**

1 c.295 (C.2A:42-114 et al.)】 chapter 29 of Title 46A of the New  
2 Jersey Statutes (pending before the Legislature as this bill), the  
3 municipality shall have recourse with respect to the lien against any  
4 asset of the owner of the property if an individual, against any asset  
5 of any partner if a partnership, and against any asset of any owner  
6 of a 10% interest or greater if the owner is any other business  
7 organization or entity recognized pursuant to law.  
8 (cf: P.L.2005, c.118, s.8)

9  
10 15. Section 7 of P.L.2001, c.40 (C.58:12A-32) is amended to  
11 read as follows:

12 7. Within 18 months after September 14, 2002, and at least  
13 once every five years thereafter, the lessor of any real property the  
14 potable water supply for which is a private well for which testing of  
15 the water is not required pursuant to any other State law, shall test  
16 that water supply in the manner established pursuant to P.L.2001,  
17 c.40 (C.58:12A-26 et seq.) for at least the parameters required  
18 pursuant to sections 3 and 4 of P.L.2001, c.40 (C.58:12A-28 and  
19 29). Within 30 days after receipt of the test results, the lessor shall  
20 provide a written copy thereof to each rental unit on the property.  
21 The lessor shall also provide a written copy of the most recent test  
22 results to a new lessee of a rental unit on the property. In the case  
23 of the seasonal use or rental of real property as "seasonal use or  
24 rental" is defined at 【section 1 of P.L.1967, c.265 (C.46:8-19)】  
25 N.J.S.46A:13-2 (pending before the Legislature as this bill), the  
26 lessor of such property shall post the test results in a readily visible  
27 location inside the seasonal use or rental unit or the lessor shall  
28 provide a written copy of the most recent test results to the new  
29 lessee of a seasonal use or rental unit.  
30 (cf: P.L.2003, c.236, s.1)

31  
32 16. N.J.S.2A:39-1 is amended to read as follows:

33 2A:39-1. No person shall enter upon or into any real property  
34 or estate therein and detain and hold the same, except where entry is  
35 given by law, and then only in a peaceable manner. With regard to  
36 any real property occupied solely as a residence by the party in  
37 possession, such entry shall not be made in any manner without the  
38 consent of the party in possession unless the entry and detention is  
39 made pursuant to legal process as set out in 【N.J.S.2A:18-53 et  
40 seq., as amended and supplemented; P.L.1974, c.49 (C.2A:18-61.1  
41 et al.), as amended and supplemented; P.L.1975, c.311 (C.2A:18-  
42 61.6 et al.), as amended and supplemented; P.L.1978,  
43 c.139 (C.2A:18-61.6 et al.), as amended and supplemented; the  
44 "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et  
45 al.);】 N.J.S.46A:15-1 et seq. (pending before the Legislature as this  
46 bill), N.J.S.46A:20-1 et seq. (pending before the Legislature as this  
47 bill), or N.J.S.2A:35-1 et seq. and 【"The Fair Eviction Notice Act,"  
48 P.L.1974, c.47 (C.2A:42-10.15 et al.)】 N.J.S.46A:17-4 (pending

1 before the Legislature as this bill). A person violating this section  
2 regarding entry of rental property occupied solely as a residence by  
3 a party in possession shall be a disorderly person.  
4 (cf: P.L.2005, c.319, s.1)

5  
6 17. N.J.S.2A:39-2 is amended to read as follows:

7 2A:39-2. If any person shall enter upon or into any real  
8 property and detain or hold the same with force, whether or not any  
9 person be in it, by any kind of violence whatsoever, or by  
10 threatening to kill, maim or beat the party in possession, or by such  
11 words, circumstances or action as have a natural tendency to excite  
12 fear or apprehension of danger, or by putting out of doors, or  
13 carrying away the goods of the party in possession, or by entering  
14 peaceably and then, by force or frightening by threats, or by other  
15 circumstances of terror, turning the party out of possession, such  
16 person shall be guilty of a forcible entry and detainer within the  
17 meaning of this chapter. With regard to any real property occupied  
18 solely as a residence by the party in possession, if any person shall  
19 enter upon or into said property and detain or hold same in any  
20 manner without the consent of the party in possession unless the  
21 entry is made pursuant to legal process as set out in [N.J.S.2A:18-  
22 53 et seq.] N.J.S.46A:15-1 et seq. (pending before the Legislature  
23 as this bill) or 2A:35-1 et seq., such person shall be guilty of an  
24 unlawful entry and detainer within the meaning of this chapter.  
25 (cf: P.L. 1971, c.227, s.2)

26  
27 18. Section 2 of P.L.2009, c.296 (C.2A:50-70) is amended to  
28 read as follows:

29 2. a. A person who takes title, as a result of a sheriff's sale or  
30 deed in lieu of foreclosure, to a residential property containing one  
31 or more dwelling units occupied by residential tenants, shall  
32 provide notice to the tenants, in both English and Spanish, no later  
33 than 10 business days after the transfer of title, in accordance with  
34 the provisions of subsection c. of this section. The notice shall be in  
35 the following form:

36 NOTICE TO TENANTS

37 THE FORMER OWNER OF . . . . . (insert property  
38 address) HAS LOST THE PROPERTY AS A RESULT OF A  
39 FORECLOSURE. FROM THE TIME YOU RECEIVE THIS AND  
40 UNTIL FURTHER NOTICE, YOU SHOULD PAY RENT TO  
41 .....(insert name and address of person to whom rent is due).  
42 PLEASE SEND RENT BY .....(insert method of transmission) ON  
43 THE .....(insert day) OF EACH MONTH.

44 WITH LIMITED EXCEPTIONS, THE NEW JERSEY ANTI-  
45 EVICTION ACT, [N.J.S.A.2A:18-61.1 ET SEQ.] N.J.S.46A:15-1  
46 ET SEQ. (pending before the Legislature as this bill), PROTECTS  
47 YOUR RIGHT TO REMAIN IN YOUR HOME. FORECLOSURE  
48 ALONE IS NOT GROUNDS FOR EVICTION OF A TENANT.

1 YOU ARE PROTECTED BY THIS LAW EVEN IF YOU DO NOT  
2 HAVE A WRITTEN LEASE.

3 THE NEW OWNER CANNOT EVICT YOU WITHOUT  
4 "GOOD CAUSE," AS DETERMINED BY A COURT.  
5 EXAMPLES OF "GOOD CAUSE" ARE FAILURE TO PAY  
6 RENT, WILLFULLY DAMAGING THE PREMISES, OR  
7 PERSONAL OCCUPANCY BY THE NEW OWNER OF THE  
8 HOUSE OR APARTMENT THAT YOU NOW LIVE IN.

9 A RESIDENTIAL TENANT IN NEW JERSEY CAN BE  
10 EVICTED ONLY THROUGH A COURT PROCESS. ONLY A  
11 COURT OFFICER WITH A COURT ORDER MAY REMOVE  
12 YOU FROM THE PREMISES, AND ONLY AFTER YOU HAVE  
13 BEEN GIVEN THE OPPORTUNITY TO DEFEND YOURSELF  
14 IN COURT.

15 INDIVIDUALS CAN BE SUBJECT TO BOTH CIVIL AND  
16 CRIMINAL PENALTIES FOR TRYING TO FORCE YOU TO  
17 LEAVE YOUR HOME IN ANY OTHER MANNER, INCLUDING  
18 SHUTTING OFF UTILITIES OR OTHER VITAL SERVICE OR  
19 FAILING TO MAINTAIN THE PREMISES. YOU MAY,  
20 HOWEVER, ACCEPT FINANCIAL COMPENSATION FOR  
21 LEAVING VOLUNTARILY IF THE NEW OWNER OFFERS  
22 SUCH COMPENSATION.

23 IF SOMEONE IS PRESSURING YOU TO LEAVE, CONSULT  
24 WITH AN ATTORNEY.

25 b. (1) The notice required pursuant to subsection a. of this  
26 section shall be printed in no less than 14 point bold point type, on  
27 paper at least eight and one-half inches by 11 inches in size, and  
28 shall contain contact information, including the name, mailing  
29 address, e-mail address, and telephone number of the new owner or  
30 a person authorized to act on behalf of the new owner.

31 (2) The Department of Community Affairs shall prepare and  
32 make available for distribution, both in print and in an easily  
33 printable format on the department's Internet website, a notice in  
34 English with a Spanish translation that may be used by the new  
35 owner or person authorized to act on behalf of the new owner to  
36 satisfy the notice requirements of this section.

37 c. (1) In buildings containing 10 or fewer dwelling units, the  
38 new owner shall make a good faith effort to obtain the names of all  
39 tenants occupying the property for which a notice is required  
40 pursuant to subsection a. of this section. The notice shall be  
41 addressed to tenants by name; provided, however, that in the event a  
42 good faith search fails to identify the tenant by name, the new  
43 owner shall address the notice required pursuant to subsection a. of  
44 this section to "Tenant." The new owner shall post the notice  
45 prominently on the front door of each tenant's unit and send the  
46 notice to each tenant via certified and regular mail.

47 (2) In a residential property containing more than 10 dwelling  
48 units, the new owner shall provide notice to tenants occupying the

1 property for which notice is required pursuant to subsection a. of  
2 this section by causing a copy of the notice to be conspicuously  
3 displayed in a prominent place in a common area of each residential  
4 building or structure on the property. If there is no common area,  
5 the notice shall be posted in a conspicuous location in each building  
6 or structure on the premises, including, but not limited to the walls  
7 of the front vestibule or any foyer or hallway near the main entrance  
8 of the building or structure.

9 d. Any person taking title to the residential property as a result  
10 of a sheriff's sale or deed in lieu of foreclosure, or that person's  
11 agent or employee, shall provide a copy of the notice as set forth in  
12 subsection a. of this section with the initial and final written or  
13 verbal communication to a tenant for the purposes of inducing a  
14 tenant to vacate the property in accordance with the provisions of  
15 section 3 of P.L.2009, c.296 (C.2A:50-71).

16 e. Service on any tenant of a summons and complaint in an  
17 action to foreclose a mortgage on any residential property by any  
18 person, or the initial written or verbal communication by a  
19 foreclosing creditor to a tenant in a residential property subject to  
20 ongoing foreclosure proceedings, or any written or verbal  
21 communication that seeks to induce the tenant to vacate the  
22 property prior to the transfer of the property through sheriff's sale or  
23 a deed in lieu of foreclosure, shall include a copy of the notice  
24 regarding residential tenant rights during foreclosure as required by  
25 the Rules Governing the Courts of the State of New Jersey, as  
26 adopted by the Supreme Court of New Jersey.

27 f. Any person, or that person's agent or employee, who violates  
28 the provisions of this section shall be subject to the same civil  
29 remedies as are provided for in subsection a. of [section 3 of  
30 P.L.1975, c.311 (C.2A:18-61.6)] N.J.S.46A:20-1 (pending before  
31 the Legislature as this bill), or, at the tenant's sole discretion,  
32 damages in the amount of \$2,000 per violation, plus attorney's fees  
33 and costs. Nothing in this subsection shall limit the liability, either  
34 civil or criminal, of a person, or a person's agent or employee, who  
35 violates any other law or regulation.

36 (cf: P.L.2009, c.296, s.2)

37  
38 19. Section 3 of P.L.2009, c.296 (C.2A:50-71) is amended to  
39 read as follows:

40 3. a. No person, or the person's agent or employee, who has  
41 filed a complaint in an action to foreclose a mortgage on a  
42 residential property, as described in section 2 of P.L.2009,  
43 c.296 (C.2A:50-70), or who takes title to a residential property as a  
44 result of a sheriff's sale or other transaction following the filing of a  
45 complaint in an action to foreclose a mortgage on the property shall  
46 make any communication to induce the tenant to vacate the property  
47 except through a bona fide monetary offer, which shall be made in  
48 accordance with the provisions of subsections d. and e. of section 2



1 of P.L.2009, c.296 (C.2A:50-70). A tenant shall have five business  
2 days from the date of receipt of any bona fide monetary offer to  
3 vacate the property in order to accept or reject the offer. An  
4 acceptance of an offer by a tenant shall be in writing, and include an  
5 affirmative acknowledgement of the date of receipt of the offer, and  
6 an understanding that the tenant had a five-day review period as  
7 required by this subsection to accept or reject the offer presented.

8 b. No person, or the person's agent or employee, who has filed  
9 a complaint in an action to foreclose a mortgage on a residential  
10 property, as described in section 2 of P.L.2009, c.296 (C.2A:50-70),  
11 or who takes title to a residential property as a result of a sheriff's  
12 sale or other transaction following the filing of a complaint in an  
13 action to foreclose a mortgage on the property shall, during the  
14 pendency of the foreclosure proceeding or within one year of the  
15 transfer of title following such proceeding, take any action placing  
16 pressure on a tenant to accept any offer to vacate the property,  
17 including, but not limited to:

18 (1) Mischaracterizing or misrepresenting the rights of the tenant  
19 under **the Anti-Eviction Act, P.L.1974, c.49 (C.2A:18-61.1 et**  
20 **seq.)** N.J.S.46A:15-1 et seq. (pending before the Legislature as this  
21 bill), or any other State law or municipal ordinance;

22 (2) Implying the tenant is obligated to accept an offer or  
23 implying consequences against the tenant for failing to accept an  
24 offer;

25 (3) Any form of tenant harassment, including, but not limited to,  
26 discontinuance of electricity, heat, or other utilities, failure to  
27 maintain the common areas or facilities of the property, or any other  
28 failure to maintain the premises in a habitable condition;

29 (4) Implementing an increase in rent in excess of any governing  
30 municipal rent control or rent leveling ordinance, or in the event the  
31 property is not subject to rent control, an increase in rent exceeding  
32 the limitation imposed by **the Anti-Eviction Act, P.L.1974,**  
33 **c.49 (C.2A:18-61.1 et seq.)** N.J.S.46A:15-1 et seq. (pending before  
34 the Legislature as this bill) or any other State or federal law or  
35 municipal ordinance.

36 c. Any person, their agent or employee, who violates the  
37 provisions of this section shall be subject to the civil remedies  
38 provided for in subsection a. of **section 3 of P.L.1975,**  
39 **c.311 (C.2A:18-61.6)** N.J.S.46A:20-1 (pending before the  
40 Legislature as this bill), or, at the tenant's sole discretion, damages  
41 in the amount of \$2,000 per violation, plus attorney's fees and costs.  
42 Nothing in this subsection shall limit the liability, either civil or  
43 criminal, of a person, or a person's agent or employee, who violates  
44 any other law or regulation.

45 (cf: P.L.2009, c.296, s.3)

46  
47 20. Section 1 of P.L.2012, c.70 (C.2A:50-73) is amended to read  
48 as follows:

- 1       1. a. For the purposes of this section, "vacant and abandoned"  
2 residential property means residential real estate with respect to  
3 which the mortgagee proves, by clear and convincing evidence, that  
4 the mortgaged real estate is vacant and has been abandoned or  
5 where a notice of violation has been issued pursuant to subsection  
6 b. of section 1 of P.L.2014, c.35 (C.40:48-2.12s). Where a notice of  
7 violation has not been issued pursuant to subsection b. of section 1  
8 of P.L.2014, c.35 (C.40:48-2.12s), real property shall be deemed  
9 "vacant and abandoned" if the court finds that the mortgaged  
10 property is not occupied by a mortgagor or tenant as evidenced by a  
11 lease agreement entered into prior to the service of a notice of  
12 intention to commence foreclosure according to section 4 of the  
13 "Fair Foreclosure Act," P.L.1995, c.244 (C.2A:50-56), and at least  
14 two of the following conditions exist:
- 15       (1) overgrown or neglected vegetation;
  - 16       (2) the accumulation of newspapers, circulars, flyers or mail on  
17 the property;
  - 18       (3) disconnected gas, electric, or water utility services to the  
19 property;
  - 20       (4) the accumulation of hazardous, noxious, or unhealthy  
21 substances or materials on the property;
  - 22       (5) the accumulation of junk, litter, trash or debris on the  
23 property;
  - 24       (6) the absence of window treatments such as blinds, curtains or  
25 shutters;
  - 26       (7) the absence of furnishings and personal items;
  - 27       (8) statements of neighbors, delivery persons, or government  
28 employees indicating that the residence is vacant and abandoned;
  - 29       (9) windows or entrances to the property that are boarded up or  
30 closed off or multiple window panes that are damaged, broken and  
31 unrepared;
  - 32       (10) doors to the property that are smashed through, broken off,  
33 unhinged, or continuously unlocked;
  - 34       (11) a risk to the health, safety or welfare of the public, or any  
35 adjoining or adjacent property owners, exists due to acts of  
36 vandalism, loitering, criminal conduct, or the physical destruction  
37 or deterioration of the property;
  - 38       (12) an uncorrected violation of a municipal building, housing,  
39 or similar code during the preceding year, or an order by municipal  
40 authorities declaring the property to be unfit for occupancy and to  
41 remain vacant and unoccupied;
  - 42       (13) the mortgagee or other authorized party has secured or  
43 winterized the property due to the property being deemed vacant  
44 and unprotected or in danger of freezing;
  - 45       (14) a written statement issued by any mortgagor expressing the  
46 clear intent of all mortgagors to abandon the property;
  - 47       (15) any other reasonable indicia of abandonment.

- 1       b. For the purposes of this section, a residential property shall  
2 not be considered "vacant and abandoned" if, on the property:
- 3       (1) there is an unoccupied building which is undergoing  
4 construction, renovation, or rehabilitation that is proceeding  
5 diligently to completion, and the building is in compliance with all  
6 applicable ordinances, codes, regulations, and statutes;
- 7       (2) there is a building occupied on a seasonal basis, but  
8 otherwise secure; or
- 9       (3) there is a building that is secure, but is the subject of a  
10 probate action, action to quiet title, or other ownership dispute.
- 11      c. In addition to the residential mortgage foreclosure  
12 procedures set out in the "Fair Foreclosure Act," P.L.1995,  
13 c.244 (C.2A:50-53 et seq.), a summary action to foreclose a  
14 mortgage debt secured by residential property that is vacant and  
15 abandoned may be brought by a lender in the Superior Court. In  
16 addition, a lender may, at any time after filing a foreclosure action,  
17 file with the court, in accordance with the Rules Governing the  
18 Courts of the State of New Jersey, an application to proceed in a  
19 summary manner because the residential property that is the subject  
20 of the foreclosure action is believed to be "vacant and abandoned";  
21 provided, however, that this section shall not apply to a foreclosure  
22 of a timeshare interest secured by a mortgage.
- 23      d. (1) In addition to the service of process required by the Rules  
24 of Court, a lender shall establish, for the entry of a residential  
25 foreclosure judgment under this section, that a process server has  
26 made two unsuccessful attempts to serve the mortgagor or occupant  
27 at the residential property, which attempts must be at least 72 hours  
28 apart, and during different times of the day, either before noon,  
29 between noon and 6 P.M., or between 6 P.M. and 10 P.M.
- 30       (2) In addition to any notices required to be served by law or the  
31 Rules of Court, a lender shall, with any order to show cause served  
32 as original service of process or a motion to proceed summarily,  
33 serve a notice that the lender is seeking, on the return date of the  
34 order to show cause, or on the date fixed by the court, to proceed  
35 summarily for entry of a residential foreclosure judgment because  
36 the property is vacant and abandoned.
- 37       (3) When a property is deemed vacant and abandoned as herein  
38 defined, a lender shall not be required to serve the debtor with the  
39 notice to cure required by section 6 of the "Fair Foreclosure Act,"  
40 P.L.1995, c.244 (C.2A:50-58).
- 41      e. (1) The court may enter a final residential mortgage  
42 foreclosure judgment under this section upon a finding, (a) by clear  
43 and convincing evidence, that the residential property is vacant and  
44 abandoned as defined under subsection a. of this section, and (b)  
45 that a review of the pleadings and documents filed with the court, as  
46 required by the Rules of Court, supports the entry of a final  
47 residential mortgage foreclosure judgment.

1 (2) A final residential mortgage foreclosure judgment under this  
2 section shall not be entered if the court finds that:

3 (a) the property is not vacant or abandoned; or

4 (b) the mortgagor or any other defendant has filed an answer,  
5 appearance, or other written objection that is not withdrawn and the  
6 defenses or objection asserted provide cause to preclude the entry of  
7 a final residential mortgage foreclosure judgment.

8 f. If a final residential mortgage foreclosure judgment under  
9 this section is not entered on the original or adjourned return date of  
10 an order to show cause or the date fixed by the court to proceed  
11 summarily, the court may direct that the foreclosure action continue  
12 on the normal track for residential mortgage foreclosure actions for  
13 properties that are not vacant and abandoned and the notice to cure  
14 served with the order to show cause or the order fixing that date for  
15 the matter to proceed summarily shall be of no effect.

16 g. All actions brought to foreclose on real property pursuant to  
17 this section shall proceed in accordance with the Rules of Court.

18 h. Nothing in this section is intended to supersede or limit other  
19 procedures adopted by the Court to resolve residential mortgage  
20 foreclosure actions, including, but not limited to, foreclosure  
21 mediation.

22 i. Nothing in this section shall be construed to affect the rights  
23 of a tenant to possession of a leasehold interest under **the Anti-**  
24 **Eviction Act, P.L.1974, c.49 (C.2A:18-61.1 et seq.)** **N.J.S.46A:15-**  
25 **1 et seq. (pending before the Legislature as this bill)**, the "New  
26 Jersey Foreclosure Fairness Act," P.L.2009, c.296 (C.2A:50-69 et  
27 seq.), or any other applicable law.

28 j. Notwithstanding paragraph (3) of subsection a. of section 12  
29 of P.L.1995, c.244 (C.2A:50-64) to the contrary, if the court makes  
30 a finding in the foreclosure judgment that the property is vacant and  
31 abandoned, the sheriff shall sell the property within 60 days of the  
32 sheriff's receipt of any writ of execution issued by the court. If it  
33 becomes apparent that the sheriff cannot comply with the provisions  
34 of this subsection, the foreclosing plaintiff may apply to the court  
35 for an order appointing a Special Master or judicial agent to hold  
36 the foreclosure sale.

37 (cf: P.L.2014, c.35, s.3)

38

39 21. Section 4 of P.L.1993, c.113 (C.54:5-113.2) is amended to  
40 read as follows:

41 4. No lessee or tenant or the assign, under-tenant or legal  
42 representative of such lessee or tenant may be removed by a  
43 lienholder or successor thereof established under this act and any  
44 amendments and supplements thereto except for good cause as  
45 provided under **section 2 of P.L.1974, c.49 (C.2A:18-61.1)** **N.J.S.46A:15-1**  
46 **(pending before the Legislature as this bill)**. This  
47 section shall apply to any lienholder or successor thereof who has

1 become a lienholder or successor as a result of the sale of tax sale  
2 certificates pursuant to section 2 of P.L.1993, c.113 (C.54:5-113.1).  
3 (cf: P.L.1993, c.325, s.5)

4  
5 22. This act shall take effect immediately.

6  
7  
8 STATEMENT

9  
10 This bill adopts the recommendations of the Law Revision  
11 Commission, reorganizing and modernizing the State's landlord and  
12 tenant law.

13 Currently, New Jersey landlord and tenant law is scattered over  
14 several Titles of the statutes. Most of this law is in Titles 2A and  
15 46, but even there, the provisions are in multiple, non-sequential  
16 chapters. In many instances, multiple statutory provisions in  
17 different chapters or different Titles discuss different aspects of the  
18 same topic. Many provisions no longer have meaning in modern  
19 practice and, in some instances, conflict with relevant court  
20 pronouncements.

21 This bill is intended to accomplish several objectives. First, the  
22 bill puts all the relevant law in one place. Except for a few  
23 miscellaneous provisions, which are part of larger legislative acts or  
24 more appropriately belong in their current titles, this bill compiles  
25 the law governing landlords and tenants in a single new Title 46A.  
26 Reorganization of the laws in to a single title will eliminate the  
27 need to search at least three non-sequential chapters in Title 2A and  
28 numerous provisions in Title 46 in order to locate statutes  
29 governing eviction, security deposits, landlord remedies, and tenant  
30 rights, particularly protections for senior citizen tenants, disabled  
31 tenants, and tenants residing in certain types of multiple dwellings.

32 The bill eliminates or replaces archaic terms present throughout  
33 the State's landlord and tenant law. The bill also eliminates  
34 inconsistencies and confusing provisions. In some cases, current  
35 provisions of the State's landlord and tenant law are inconsistent  
36 with laws later enacted. However, the Legislature has not repealed  
37 or modified the inconsistent provisions to reflect the subsequent  
38 changes made because of subsequent acts.

39 The bill, based on the recommendations of the Law Revision  
40 Commission, alters the "Anti-Eviction Act," the "Good Cause for  
41 Eviction Act," and the "Summary Dispossess Act," currently  
42 codified at chapter 18 of Title 2A. The interaction of the "Anti-  
43 Eviction Act" and the "Summary Dispossess Act" is often confusing  
44 and ambiguous. This bill revises and reorganizes the three acts,  
45 originally enacted separately, to create cohesion among the various  
46 provisions of the acts. The bill updates and consolidates the State's  
47 eviction statutes, while preserving their significant protections.

1       Where appropriate, in addition to clarifying language, the bill  
2 updates the law by incorporating the holdings of key New Jersey  
3 State court determinations. This occurs particularly where the cases  
4 clarified an ambiguous issue, made a reasonable determination of  
5 legislative intent, or encouraged further legislative clarification.

6       Lastly, the bill repeals laws that are in conflict with the changes  
7 made to the State's landlord and tenant law by this bill. The bill  
8 also amends existing statutes that reference statutes repealed by this  
9 bill. This bill clarifies the area of landlord and tenant law, which  
10 should be easy to find and understand as many people use it  
11 frequently, often without the assistance of legal counsel.