ASSEMBLY, No. 1549



STATE OF NEW JERSEY

218th LEGISLATURE



PRE-FILED FOR INTRODUCTION IN THE 2018 SESSION

Sponsored by:

Assemblyman MICHAEL PATRICK CARROLL

District 25 (Morris and Somerset)

SYNOPSIS

Revises laws concerning landlords and tenants.

CURRENT VERSION OF TEXT

Introduced Pending Technical Review by Legislative Counsel.



An Act concerning the relationship between landlords and tenants, creating a new Title 46A of the New Jersey Statutes, and revising various parts of the statutory law.

Be It Enacted by the Senate and General Assembly of the State of New Jersey:

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

TITLE 46A

LANDLORD AND TENANT LAW

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ARTICLE 1. DEFINITIONS AND GENERAL APPLICATION

CHAPTER 1. DEFINITIONS AND GENERAL APPLICATION

46A:1‑1. Definitions pertaining to Title.

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

46A:1‑3. Waiver of residential tenant's rights; unenforceable.

46A:1‑4. Severability.

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

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

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

"Commissioner" means the Commissioner of Community Affairs.

"Day" means a calendar day unless otherwise noted.

"Department" means the Department of Community Affairs.

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

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

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

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

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

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

"Seasonal use or rental" or "seasonal tenancy" means use or rental for a term or the use or rental intended to be for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. A "seasonal tenant" means a tenant subject to a seasonal tenancy. "Seasonal use or rental" or "seasonal tenancy" does not mean use as living quarters for seasonal, temporary, or migrant farm workers in connection with any work or place where work is being performed, or use for residential purposes by a transient guest.

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

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

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

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

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

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

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

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

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

ARTICLE 2. RELATIONSHIP OF LANDLORD AND TENANT

CHAPTER 2. LEASES

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

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

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

b. The lease, whether written or oral:

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

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

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

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

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

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

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

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

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

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

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

46A:3‑2. Providing notice to tenant of identity of new owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 4. STATEMENT OF RIGHTS AND RESPONSIBILITIES OF TENANTS AND LANDLORDS; NOTIFICATION OF FLOOD ZONE

46A:4‑1. Definitions.

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

46A:4‑3. Statement; distribution and posting by landlords.

46A:4‑4. Violations of chapter; penalty.

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

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

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

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

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

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

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

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

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

b. The statement shall serve as an informational document and nothing therein shall be construed as binding on or affecting a judicial determination under N.J.S.46A:4-5 of what constitutes a lease provision that violates clearly established legal rights of tenants or responsibilities of landlords.

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

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

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

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

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

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

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

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

(2) If the lease is oral, or upon renewal of an existing lease that does not contain the notice required by paragraph (1) of this subsection, a separate written notice shall be provided to the tenant, no later than on the date of the tenant's first occupancy of the rental premises or, if a renewal lease, no later than on the renewal date with the following information in boldface capital letters of not less than 10 point type:

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

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

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

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

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

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

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

46A:4‑4. Violations of chapter; penalty. A landlord found to have violated any provision of this chapter shall be liable in an amount of not more than $100 for each offense, recoverable by the tenant or tenants affected by the violation. An action to enforce this penalty against the landlord may be commenced by the tenant, by a summary proceeding in the Superior Court, Law Division, Special Civil Part, in the county in which the premises are located.

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

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

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

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

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

b. Each new tenant shall be notified prior to the tenant's agreement to lease the rental premises or the real property containing the rental premises. Each tenant up for renewal of the lease shall be notified prior to the agreement renewing the lease. If the landlord learns of the flood zone determination described in subsection a. of this section after the lease term has commenced, then the landlord shall notify the tenant within two weeks after the landlord learns of the determination.

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

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

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

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

CHAPTER 5. STATEMENTS PROVIDED IN SENIOR CITIZENS HOUSING PROJECTS

46A:5‑1. Landlord defined.

46A:5‑2. Statements required for senior citizen residents.

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

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

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

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

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

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

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

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

CHAPTER 6. OTHER NOTIFICATIONS AND STATEMENTS TO BE PROVIDED TO TENANTS

46A:6‑1. Other tenant notifications and statements required by law.

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

CHAPTER 7. CESSATION OF LEASE

46A:7‑1. Destruction of buildings on rental premises; cessation of lease.

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

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

46A:8‑1. Termination by tenant of certain residential leases; death.

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

46A:8‑3.1. Requirements for termination of lease by domestic violence.

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

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

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

46A:8‑3.5. Existing lease agreements unaffected.

46A:8‑3.6. Disclosure of certain information by landlord prohibited; exceptions.

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

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

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

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

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

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

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

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

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

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

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

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

(b) proof of loss of income; and

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

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

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

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

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

(4) is in a dwelling unit that is not made accessible for a tenant or a member of the tenant's household who acquires a handicap as defined in section 1 of P.L.1949, c.280 (C.39:4-204) after inception of the lease and serves written notice of termination of the lease upon the landlord, which notice includes:

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

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

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

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

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

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

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

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

b. any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 9. MONTH-TO-MONTH TENANCY

46A:9‑1. Month-to-month tenancy.

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

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

CHAPTER 10. DOMESTICATED ANIMALS; SENIOR CITIZEN HOUSING PROJECTS

46A:10‑1. Definitions.

46A:10‑2. Senior citizen permitted domesticated animal.

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

46A:10‑4. Allowable circumstances for refusal to renew lease.

46A:10‑5. Guard dog.

46A:10‑6. Rights of persons with disabilities.

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

46A:10‑8. Rules; regulations.

46A:10‑9. Rights of municipality not limited.

46A:10‑10. Immunity of landlord.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The landlord shall give, in writing, any rules and regulations that the landlord promulgates to the residents of each dwelling unit in the project and the landlord shall incorporate the rules and regulations within each lease upon its subsequent renewal and the master deed and bylaws, as applicable.

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

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

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

CHAPTER 11. TENANT ORGANIZATION ACCEPTING UTILITY BILLING

46A:11‑1. Tenants' organization permitted to accept billing for utility.

46A:11‑2. Deduction of certain utility costs from rental payment.

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

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

ARTICLE 3. LANDLORD IDENTITY REGISTRATION

CHAPTER 12. LANDLORD IDENTITY REGISTRATION

46A:12‑1. Definitions.

46A:12‑2. Construction and application with "Hotel and Multiple Dwelling Law."

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

46A:12‑4. Contents of certificate.

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

46A:12‑6. Amendment to certificate of registration; filing.

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

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

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

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

46A:12‑11. Right of municipality or Department of Community Affairs.

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

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

"Landlord" means an owner of any building or project in which there are residential rental premises including, but not limited to, any multiple dwelling subject to the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.). "Landlord" also means the following owners if the owner is renting a dwelling unit to a tenant: (1) an owner of an apartment in a horizontal property regime as defined in the "Horizontal Property Act," P.L.1963, c.168 (C.46:8A-1 et seq.); (2) an owner of a dwelling unit in a condominium as defined in the "Condominium Act," P.L.1969, c.257 (C.46:8B-1 et seq.); (3) an owner of a dwelling unit in a fee simple community as defined in section 1 of P.L.1989, c.299 (C.40:67-23.2); (4) an owner in a cooperative entity as defined in "The Cooperative Recording Act of New Jersey," P.L.1987, c.381 (C.46:8D-1 et seq.); or (5) any other owner of a dwelling unit in a real property development of a kind now existing or yet to be developed. "Landlord" does not mean a cooperative corporation, unless the corporation rents a dwelling unit to a person other than a proprietary shareholder of the cooperative. However, a common ownership association or cooperative corporation shall comply with the registration requirements of section 12 of P.L.1967, c.76 (C.55:13A-12) with respect to any multiple dwelling as a whole.

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

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

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

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

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

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

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

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

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

c. A landlord who has complied with former P.L.1974, c.50 (C.46:8-27 et seq.) or with the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.), with regard to any building or project, shall not be required to register the building or project again pursuant to this chapter. After the effective date of P.L. , c. (pending before the Legislature as this bill), a landlord who is required to file an amended certificate of registration pursuant to this chapter or the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.), shall do so in accordance with this chapter.

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

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

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

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

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

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

(b) were constructed during or after 1978; or

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

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

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

(2) were constructed during or after 1978; or

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

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

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

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

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

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

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

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

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

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

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

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

b. For the purposes of this section:

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

46A:12‑5. Indexing and inspection of certificate; validation. a. All certificates of registration filed with the bureau shall be reviewed and, if found to be in conformity with this chapter and any regulations promulgated hereunder, validated by the bureau. The bureau shall then issue a validated copy to the record owner or the person who filed the original, if different than the record owner, and with respect to those rental premises for which filing with the municipality is required, to the clerk of the municipality in which the building or project is located.

b. All certificates of registration filed with the clerk of the municipality, and all validated certificates issued to the clerk by the bureau, shall be indexed and recorded by the clerk and made reasonably available for public inspection. The clerk may disclose to any person making inquiry whether a validated certificate of inspection has been filed for any designated property.

46A:12‑6. Amendment to certificate of registration; filing. A landlord required to file a certificate of registration under this chapter shall file an amended certificate of registration within 20 days after any change in the information required to be included thereon. No fee shall be required for the filing of an amendment, except where the ownership of the premises is changed. The amended certificate of registration shall contain the date of its preparation.

46A:12‑7. Provision of copy and certificate of registration to tenant if not in lease; posting. a. Unless the tenancy is governed by a written lease that includes or attaches, in a prominent manner, the information that N.J.S.46A:12-4 requires to be contained in the certificate of registration, the landlord shall serve each tenant with a copy of the certificate of registration containing the information within:

(1) seven days after filing the certificate of registration with the clerk or bureau in accordance with N.J.S.46A:12-3; or

(2) if the tenant enters into a lease or occupies the rental premises subsequent to the filing of the certificate of registration with the clerk or bureau in accordance with N.J.S.46A:12-3, seven days after the tenant enters into a lease or occupies the rental premises.

b. In the case of an amended certificate of registration required by N.J.S.46A:12-6, the landlord shall serve each tenant with a copy of the amended certificate within seven days after filing it with the clerk or bureau.

c. A landlord who has already filed a certificate of registration in accordance with subsection a. of N.J.A.C.5:10-1.11, may serve the tenant with a copy of that certificate instead of a certificate of registration required by subsection a. of this section.

d. Every landlord shall also keep a copy of the current filed or validated certificate of registration posted in one or more locations at the rental building, so that the statement is prominent and accessible to all tenants and public officials.

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

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

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

b. If service under subsection a. of this section cannot be made, service of process on the clerk of the Superior Court, Law Division, Special Civil Part or of the municipal court having jurisdiction over the municipality in which the property is located shall be deemed proper service on the landlord upon submission, to the satisfaction of the court, of:

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

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

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

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

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

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

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

ARTICLE 4. SECURITY DEPOSITS

CHAPTER 13. SECURITY DEPOSITS

46A:13‑1. Landlord and tenant for the purpose of this chapter.

46A:13‑2. Application of chapter.

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

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

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

46A:13‑6. Notification of investment of security deposit.

46A:13‑7. Accrued interest or earnings for security deposit; disposition.

46A:13‑8. Procedure on conveyance of property.

46A:13‑9. Release from liability on transfer.

46A:13‑10. Return of security deposit; termination of lease; vacancy of tenant; no deduction during tenancy.

46A:13‑11. Retroactivity; date of compliance.

46A:13‑12. Small claims jurisdiction of actions on security deposits.

46A:13‑13. Security deposit recovery; court action not required for tenant receiving financial assistance.

46A:13‑14. Enforcement of trust by civil action; trust on insolvency or bankruptcy of person receiving security deposit.

46A:13‑15. Violations; double damages; attorney's fees and costs; civil and criminal penalties.

46A:13‑16. Alternatives to securing the tenant's performance.

46A:13‑17. Abandoned security deposit.

46A:13‑1. Landlord and tenant for the purpose of this chapter. For the purposes of this chapter:

"Landlord" includes a representative, agent, and fiduciary for the landlord and a person who acquires or succeeds to the rights of the landlord.

"Tenant" includes a lawful representative, including a public agency, which acts on behalf of a tenant or acquires or succeeds to the rights of the tenant.

46A:13‑2. Application of chapter. This chapter applies to all rental premises used for residential purposes except:

a. owner-occupied premises containing not more than three units in which the owner also rents either one or two units for residential purposes, unless the tenant, at any time during the tenancy, provides written notice to the landlord invoking this chapter and gives the landlord 30 days to comply; and

b. premises for "seasonal use or rental", as defined in chapter 1 of this Title, unless the real property is rented or used for residential purposes for seasonal, temporary, or migrant farm workers in connection with any work or place where work is being performed. The landlord shall have the burden of proving the nature of the use of the real property in accordance with this subsection.

46A:13‑3. Purpose and amount of security deposit. a. As part of the lease, a landlord may require a security deposit for the rental of real property used for residential purposes. A security deposit is money that is deposited to secure the tenant's performance under the lease and to compensate or reimburse a landlord for any breach of the lease attributable to the tenant, including non-payment of rent and physical damage to the rental premises beyond normal wear and tear. The security deposit at all times remains the tenant's property and the landlord shall maintain and return the security deposit to the tenant in accordance with this chapter.

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

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

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

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

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

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

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

(1) devoted exclusively to security deposits;

(2) allows compliance with this chapter;

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

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

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

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

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

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

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

b. The notice required by this section shall identify:

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

(2) the type of account;

(3) the account number;

(4) the current rate of interest; and

(5) the amount of money deposited or invested.

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

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

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

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

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

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

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

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

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

c. Before applying the security deposit plus interest to rent due, a tenant shall give written notice to the landlord of the landlord's failure to comply and allow 30 days from the mailing date or hand delivery of the notice for the landlord to cure the defect if:

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

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

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

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

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

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

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

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

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

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

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

(2) at any lease renewal, a surety bond or a security deposit from the tenant that, in addition to any existing surety bond or security deposit, is in an aggregate amount in excess of one and one-half months' rent per dwelling unit.

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

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

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

(2) within 10 business days after posting:

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

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

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

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

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

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

c. A court shall have discretion not to impose a penalty upon a successor landlord to whom a security deposit is transferred or conveyed, in violation of N.J.S.46A:13-10, if the court finds that the successor landlord (1) returned the security deposit within 30 days of the transfer or conveyance and (2) did not knowingly participate in conduct in violation of N.J.S.46A:13-10 or otherwise act in bad faith with regard to the tenant's right to the security deposit.

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Notwithstanding this section or any other law to the contrary, no deductions shall be made from a security deposit of a tenant who remains in possession of the rental premises. However, the tenant may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. EVICTION

CHAPTER 14. EVICTION GENERALLY

46A:14‑1. Tenant, landlord, residential rental premises; what is included.

46A:14‑2. Applicability of this article.

46A:14‑3. Eviction of tenants generally.

46A:14‑4. Burden of proof on landlord.

46A:14‑5. Mandatory renewal of residential tenancy except for statutory good cause.

46A:14‑6. Waiver; prohibited in residential lease.

46A:14‑7. Transfer of proceedings into Law or Chancery Division; trial by jury.

46A:14‑1. Tenant, landlord, residential rental premises; what is included. For the purposes of this article:

"Complex" includes, but is not limited to, a set of buildings or a manufactured housing community.

"Landlord" includes, but is not limited to, the landlord or lessor, the agent of the landlord or lessor, an owner or owner's agent, as appropriate, or a sublandlord. For purposes of any sections of this article concerning eviction from residential rental premises, the term "landlord" also includes, unless otherwise stated in this article, a successor in possession or ownership to a landlord, lessor, or owner, such as, for example, a foreclosing mortgagee or a purchaser at a sheriff's sale.

"Rental premises for residential purposes" or "residential rental premises" includes, but is not limited to, any rental premises, in a house, apartment, or mobile home or land in a mobile home park, but does not include campgrounds as defined in the "Campground Facilities Act," P.L.1999, c.299 (C.5:16-1 et seq.).

"Tenant" includes, but is not limited to, a lessee or tenant at will or at sufferance or for any duration, or any subtenants, assigns, or legal representatives of the lessee or tenant.

46A:14‑2. Applicability of this article. This article shall not be applicable to:

a. rooms or other parts of hotels, motels, or guest houses used by transient guests;

b. nursing homes or continuing care retirement communities;

c. dormitories maintained by educational institutions;

d. transient occupants of a transitional residential facility with social services, such as a battered women's shelter or a recovering substance abuse facility; or

e. any dwelling units rented to a legal entity to accommodate the transient housing needs of the personnel or employees of the legal entity who otherwise have permanent residences elsewhere. This subsection does not apply to seasonal tenants.

46A:14‑3. Eviction of tenants generally. a. Possession of rental premises shall be returned to a landlord by execution of a warrant for eviction or enforcement of a writ of possession issued pursuant to a judgment for possession of the premises.

b. A tenancy may be terminated and possession of the premises returned to a landlord after entry of a judgment for possession in a summary action commenced in the Superior Court, Law Division, Special Civil Part, upon establishment of a ground for eviction in accordance with this article. No claim, other than for eviction, shall be joined in a summary action except as permitted by the Rules Governing the Courts of the State of New Jersey.

c. A landlord may also obtain possession of rental premises after entry of a judgment for possession in a plenary action in ejectment commenced in the Superior Court, Law or Chancery Division, upon establishment by the landlord of a ground for eviction in accordance with this article.

d. Forcible or unlawful entry and detainer of rental premises or any method of self-help shall not be used by a landlord to evict a tenant or obtain possession of rental premises subject to a tenancy.

e. A provision in a lease waiving this section is against public policy and unenforceable.

46A:14‑4. Burden of proof on landlord. The landlord shall have the burden of proving any ground for eviction and the facts required to obtain a judgment for possession.

46A:14‑5. Mandatory renewal of residential tenancy except for statutory good cause. No tenant shall be evicted from residential rental premises under N.J.S.46A:15-1, nor shall the lease of a tenant in residential rental premises under N.J.S.46A:15-1 fail to be renewed, except for good cause in accordance with this article.

46A:14‑6. Waiver; prohibited in residential lease. A provision in a lease for residential rental premises covered by N.J.S.46A:15-1, whereby the tenant agrees that the tenancy may be terminated or not renewed for other than good cause or whereby the tenant waives any rights under this article, is against public policy and unenforceable.

46A:14‑7. Transfer of proceedings into Law or Chancery Division; trial by jury. a. At any time before trial of an action for eviction, the landlord or the defendant may apply to the Superior Court, Law Division, Special Civil Part, for transfer of the action to the Law or Chancery Divisions. The court may order that the action be transferred if it determines, in its discretion, that the matter is of sufficient importance. The court may also require that all rent due and not in dispute at the time of the transfer shall be paid in full prior to the transfer.

b. In determining whether a matter is of sufficient importance, the court may consider, but is not limited to consideration of, the following factors:

(1) the complexity of the issues presented, and whether discovery or other pretrial procedures are necessary or appropriate;

(2) the importance to the public good of the issues presented, in particular those cases where constitutional issues may be involved;

(3) the presence of multiple actions for possession arising out of the same transaction;

(4) the amount in controversy, taking into account the alleged extensiveness of the defects, the cost of repairs, and the amount of rent claimed to be unpaid;

(5) the need for equitable relief of a permanent nature;

(6) the appropriateness of class relief;

(7) the need for uniformity of result;

(8) the necessity of joining additional parties or claims in order to reach a final result; and

(9) whether the procedural limitations of a summary action, other than the unavailability of a jury trial, would significantly prejudice substantial interests either of the litigants or of the judicial system that would outweigh the prejudice that would result from any delay caused by the transfer.

c. After a summary action for eviction pursuant to this article is transferred to the Law Division, either party may demand a trial by jury in accordance with the Rules Governing the Courts of the State of New Jersey.

CHAPTER 15. GROUNDS FOR EVICTION

46A:15‑1. Eviction; residential rental premises.

46A:15‑2. Eviction; residential premises that are owner-occupied or occupied by owner's developmentally disabled family member; grounds.

46A:15‑3. Eviction; seasonal or vacation rental premises; grounds.

46A:15‑4. Eviction; nonresidential rental premises; grounds.

46A:15‑5. Mobile home parks; eviction for signage precluded.

46A:15‑6. Eviction due to eminent domain; code or zoning enforcement; relocation assistance mandatory.

46A:15‑7. Eviction for foreclosure of mortgage secured by residential rental premises precluded.

46A:15‑1. Eviction; residential rental premises. A tenant may be evicted from residential rental premises, other than residential rental premises covered by N.J.S.46A:15-2 or N.J.S.46A:15-3, only upon the establishment, in accordance with this article, of any one of the following grounds, which shall be deemed good cause for the eviction.

a. A tenant may be evicted if the tenant:

(1) fails to pay rent that is due and owing in accordance with the lease or other agreement governing the tenancy. Any portion of rent unpaid by the tenant but used to continue the service of an electricity, gas, water or sewer public utility to the rental premises, after receipt of notice that the service was in danger of discontinuance because of nonpayment by the landlord, shall not be deemed to be unpaid rent for the purposes of this section;

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

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

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

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

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

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

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

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

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

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

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

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

(9) who is in public housing under the control of a public housing authority or redevelopment agency substantially violates or breaches any covenants or agreements contained in the lease pertaining to illegal uses of controlled substances, or other illegal activities, regardless of whether sufficient language in the lease conveys that the violation or breach of the covenant or agreement allows the landlord to seek a termination of the lease, eviction of the tenant, and a return of possession of the rental premises, provided that the covenant or agreement conforms to federal law and regulations regarding the lease provisions and was contained in the lease at the beginning of the lease term;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) of a building or mobile home park, which is constructed as or being converted to a condominium, cooperative or fee simple ownership, seeks to evict a tenant whose initial tenancy began after the master deed or agreement establishing the condominium, cooperative, or subdivision plat was recorded, because the landlord contracted to sell the residential unit to a buyer who wishes to personally occupy the unit, and the contract of sale requires the unit to be vacant at the time of closing of title. No action shall be brought against a tenant under this subsection unless the tenant was served with a statement pursuant to N.J.S.46A:22-3;

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

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

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

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

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

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

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

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

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

(5) the tenant continues, after service of a written notice to cease:

(a) to habitually and without legal justification pay rent after the date that it is due;

(b) to substantially violate the landlord's rules and regulations governing the rental premises, provided such rules have been accepted in writing by the tenant or are made a part of the lease at the beginning of the lease term;

(c) to substantially violate or breach any of the covenants or agreements contained in the lease where sufficient language in the lease conveys that the violation or breach of the covenant or agreement allows the landlord to seek a termination of the lease, eviction of the tenant and a return of possession of the rental premises, provided that the covenant or agreement is reasonable and was contained in the lease at the beginning of the lease term; or

(d) to engage in any conduct that will create, if it continues, an imminent serious danger to others, to the building, or to the immediate vicinity of the rental premises;

(6) the tenant is convicted of or pleads guilty to, or if a juvenile, has been adjudicated delinquent on the basis of an act, which if committed by an adult would constitute an offense under, any of the criminal statutes set forth in subparagraph (a), (b), (c), (d), or (e) of this paragraph; provided that no action for eviction may be brought, pursuant to subparagraph (a), (b), or (c) of paragraph (1) of subsections c. of this section, more than two years after the date of adjudication or conviction or more than two years after the person's release from incarceration, whichever is later:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. For the purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. knowingly gives false material information or omits material facts in an application for tenancy, provided that the landlord proves that had the landlord known the truth, the landlord's consistent and lawful policy would have been to deny the lease. No eviction under this subsection shall be commenced later than 10 days after the falsity or omission is discovered. This subsection shall not bar commencement of any other actions to which the landlord may be entitled under law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46A:15‑5. Mobile home parks; eviction for signage precluded. No mobile home park owner or operator shall evict a mobile home resident for posting in or on a mobile home a "for sale" sign or similar notice of the private sale of the mobile home, notwithstanding a lease provision or rule or regulation to the contrary. A mobile home park owner or operator shall not prohibit or unreasonably restrict such posting by any means including, but not limited to, rules and regulations of the mobile home park, or a written lease or other agreement between the park owner or operator and mobile home resident.

46A:15‑6. Eviction due to eminent domain; code or zoning enforcement; relocation assistance mandatory. Notwithstanding any other provision of this article, a landlord shall not evict a tenant from any residential rental premises based upon a proceeding, pursuant to eminent domain or code or zoning enforcement laws, unless the landlord complies with applicable State and federal relocation laws including, but not limited to, the "Relocation Assistance Law of 1967," P.L.1967, c.79 (C.52:31B-1 et seq.), the "Relocation Assistance Act," P.L.1971, c.362 (C.20:4-1 et seq.), or N.J.S.46A:21-6 pertaining to displaced tenants.

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.

CHAPTER 16. NOTICE SUFFICIENCY; FORM; SERVICE; WHEN REQUIRED

46A:16‑1. Notice to cease.

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

46A:16‑3. Notice to increase rent.

46A:16‑4. Notice to change lease provisions other than increasing rent.

46A:16‑5. Notices required; service; substituted service.

46A:16‑6. Time periods for service of notices.

46A:16‑1. Notice to cease. a. In order to commence an eviction action under subsection b. of N.J.S.46A:15-1 or paragraph (5) of subsection a. of N.J.S.46A:15-2, a notice to cease shall first be served on the tenant.

b. A "notice to cease" means a written notice that clearly warns the tenant to cease or stop the conduct or correct the failure to act specified in the notice within a reasonable time as stated.

c. The notice to cease shall:

(1) identify the lease provision, or statutory section or regulatory provision if there is no written lease, alleged to have been violated;

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

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

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

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

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

NOTICE TO CEASE

TO: [insert name and mailing address of tenant]

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

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

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

DATED: BY ..............................

Name and Address of Landlord or

Landlord's Authorized Representative

46A:16‑2. Notice to vacate and demand for possession. a. Except as provided in subsection b. or g. of this section, in order to commence an eviction action under any ground for eviction, a notice to vacate and demand for possession shall be served on a tenant. Where a notice to cease is required to be served, the notice to vacate and demand for possession shall not be served until after the notice to cease has been served and a reasonable period for compliance has expired.

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO VACATE AND DEMAND FOR POSSESSION

TO: [insert name and mailing address of tenant]

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

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

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

4. GROUNDS FOR TERMINATION. You have violated your lease or the law for which your landlord may terminate your lease and recover possession of the rental premises in accordance with New Jersey Law, specifically the eviction article of Title 46A.

Specifically, on and after [fill in date], you [specify in detail the nature of acts, including statutory provision, if known, and lease provision (if applicable).]

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

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

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

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

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

DATED: BY ..............................

Name and Address of Landlord or

Landlord's Representative

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

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

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

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

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

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

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

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

c. The notice to increase rent shall:

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

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

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

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

(a) does not pay the rent increase;

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

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

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

(6) comply with any applicable rent control ordinance.

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

NOTICE TO INCREASE RENT

TO: [insert name and mailing address of tenant]

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

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

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

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

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

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

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

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

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

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

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

You may also object to the new rent on the ground that the increase is in violation of the rent control law that applies to your municipality, or that the rent increase is in violation of State or federal law, or that the rent increase is in violation of a contract or agreement involving a State, federal or private agency or in violation of a contract or agreement between you and the landlord.

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

DATED: BY ..............................

Name and Address of Landlord or

Landlord's Representative

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

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

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

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

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

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

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

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

(3) explain that if the tenant signs a letter that specifies the changes, the tenant thereby agrees that the terms and conditions of the current lease shall remain in effect but for the specified changes, or that if the tenant signs a written lease or lease rider including the changes, the tenant thereby agrees to the new lease and the old lease is no longer in effect to the extent it is changed;

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

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

(6) be served in accordance with N.J.S46A:16-5 and N.J.S.46A:16-6.

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

NOTICE TO CHANGE LEASE PROVISIONS (OTHER THAN INCREASING RENT)

TO: [insert name and mailing address of tenant]

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

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

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

4. WHAT TO DO IF YOU AGREE TO THE CHANGES: If you agree to the new terms and conditions of the lease specified in this notice, you should sign the letter attached to this notice [or the written lease or lease rider which includes the changes specified in section 3.] and return the letter [or the signed lease or lease rider] to the landlord. If you agree to the new terms and conditions by signing the letter or the new written lease or lease rider, the new lease terms and conditions will become effective and you may continue to stay in the apartment or rental premises or at the site subject to the new terms and conditions.

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

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

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

DATED: BY ..............................

Name and Address of Landlord or

Landlord's Representative

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

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

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

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

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

b. For the purposes of this section, "residential rental premises", mean rental premises under N.J.S46A:15-1, N.J.S.46A:15-2, or N.J.S.46A:15-3.

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

(1) personally upon the tenant;

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

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

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

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

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

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

(1) At least three days for:

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

(b) destroying the peace and quiet of other tenants under paragraph (3) of subsection b. of N.J.S.46A:15-1, after a notice to cease has already been served, or destroying the peace and quiet of other tenants under paragraph (3) of subsection a. of N.J.S.46A:15-2 without the prior service of a notice to cease;

(c) termination of employment upon which the tenancy is conditioned under subsection e. of N.J.S.46A:15-1 or paragraph (12) of subsection a. of N.J.S.46A:15-2;

(d) conviction of a criminal offense under subparagraph (a), (b), (c), (d), or (e) of paragraph (5) of subsection a. of N.J.S.46A:15-1 or subparagraph (a), (b), (c), (d), or (e) of paragraph (6) of subsection a. of N.J.S.46A:15-2; or knowingly harboring or permitting occupancy under paragraph (6) of subsection a. of N.J.S.46A:15-1 or paragraph (7) of subsection a. of N.J.S.46A:15-2, as those sections pertain to subparagraph (a), (b), (c), (d), or (e) of paragraph (5) of subsection a. of N.J.S.46A:15-1 or subparagraph (a), (b), (c), (d), or (e) of paragraph (6) of subsection a. of N.J.S.46A:15-2, respectively;

(e) liability in a civil action for eviction under paragraph (7) or (8) of subsection a. of N.J.S.46A:15-1 or paragraph (8) or (9) of subsection a. of N.J.S.46A:15-2;

(f) engaging in extraordinary conduct that creates, or is reasonably likely to create, immediate injury or death or catastrophic destruction to property under paragraph (10) of subsection a. of N.J.S.46A:15-1 or paragraph (10) of subsection a. of N.J.S.46A:15-2; or

(g) any ground for eviction under N.J.S.46A:15-3 or N.J.S.46A:15-4.

(2) At least one month for:

(a) substantial violation or breach of the landlord's rules and regulations, after a notice to cease has been served, under paragraph (3) of subsection b. of N.J.S.46A:15-1 or subparagraph (b) of paragraph (5) of subsection a. of N.J.S.46A:15-2;

(b) substantial violation or breach of the covenants or agreements contained in the lease, after a notice to cease has been served, under paragraph (4) of subsection b. of N.J.S.46A:15-1 or subparagraph (c) of paragraph (5) of subsection a. of N.J.S.46A:15-2;

(c) refusal to accept reasonable changes of substance to the terms and conditions of the lease under paragraph (4) of subsection a. of N.J.S.46A:15-1;

(d) illegal occupancy under paragraph (3) of subsection c. of N.J.S.46A:15-1 or subparagraph (c) of paragraph (13) of subsection a. of N.J.S.46A:15-2; or

(e) knowingly giving false material information or omitting material facts in a tenancy application under paragraph (11) of subsection a. of N.J.S.46A:15-1 or paragraph (11) of subsection a. of N.J.S.46A:15-2.

(3) At least two months for personal occupancy of the rental premises under subsection g. of N.J.S.46A:15-1, provided that where there is a written lease in effect, the eviction action shall not be commenced until expiration of the lease.

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

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

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

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

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

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

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

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

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

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

c. Where only a demand for possession is required to be served under subsection g. of 46A:16-2, the demand for possession that sets forth the date by which the tenant must leave the rental premises and turn over possession of the premises to the landlord shall be served at any time prior to commencement of the action for eviction.

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

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

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

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

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

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

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

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

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

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

46A:17‑1. Notice to vacate and demand for possession; due proof of sufficiency required before judgment entered. Unless a court is satisfied by due proof that any notice required by this article or any notice required by federal, State, or local law is sufficient and has been served in accordance with chapter 16 of this Title and, in the case of any other notice, in accordance with any other applicable law, the court may not enter a judgment for possession even if a ground for eviction has been proved.

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

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

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

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

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

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

f. Nothing herein precludes a judge of the Superior Court, Law or Chancery Divisions, from ordering the issuance of a warrant of eviction in a case where a writ of possession could otherwise has been ordered.

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

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

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

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

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

(5) include a notice:

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

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

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

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

b. Upon execution of the warrant for eviction in accordance with subsection a. of this section, the enforcement officer shall prepare a statement of "Execution of Warrant for Eviction" that identifies the warrant, the date of issuance of the warrant, the court and judge who authorized the warrant, the date and time of execution of the warrant, and the name, signature, and position of the person executing the warrant. The enforcement officer who prepares the statement shall immediately deliver the statement by personal service to the court, to the landlord or the landlord's representative, and to the tenant. However, if the enforcement officer cannot personally serve the statement on the tenant, the enforcement officer shall affix the statement to the door of the dwelling unit to which the warrant applies.

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

46A:17‑5. Warrant for eviction from nonresidential rental premises; requirements; execution. a. The warrant for eviction from nonresidential rental premises:

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

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

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

(4) shall include a notice:

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

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

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

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

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

b. Upon execution of the warrant for eviction in accordance with subsection a. of this section, the enforcement officer shall prepare a statement of "Execution of Warrant for Eviction" that identifies the warrant, the date of issuance of the warrant, the court and judge who authorized the warrant, the date and time of execution of the warrant, and the name, signature, and position of the person executing the warrant. The enforcement officer who prepares the statement shall immediately deliver the statement to the court, and by personal service, to the landlord or the landlord's representative and to the tenant. However, if the enforcement officer cannot personally serve the statement on the tenant, the enforcement officer shall affix the statement to the door of the dwelling unit to which the warrant applies.

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

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

46A:17‑7. Writ of possession; plenary action. The writ of possession shall:

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

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

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

CHAPTER 18. STAYS OF EVICTION AND ORDERLY REMOVALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. In an action for eviction from or possession of the premises based on a ground other than non-payment of rent, the landlord's acceptance of any portion of the rent after the effective date of a notice to vacate and demand for possession shall constitute a waiver of the breach that is stated in the notice and dismissal of the action without prejudice.

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

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

CHAPTER 20. WRONGFUL EVICTIONS FROM RESIDENTIAL

RENTAL PREMISES

46A:20‑1. Landlord liability for wrongful evictions.

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

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

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

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

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

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

(3) the landlord serves the tenant with notice alleging that the landlord seeks to permanently board up or demolish the rental premises or to retire permanently the premises from residential use under paragraph (1) of subsection c. of N.J.S.46A:15-1 or subsection d. of N.J.S.46A:15-1, after which time the tenant vacates the rental premises and the landlord, instead, within five years following the date on which the dwelling unit or the premises becomes vacant, permits residential use of the vacated premises; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46A:21‑1. Permanent retirement from residential use.

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

46A:21‑3. Maximum authorized rent.

46A:21‑4. Rights of former tenants.

46A:21‑5. Local ordinances permitted.

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

46A:21‑7. Relocation of displaced tenants; no ordinance; violations.

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

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

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

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

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

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

b. Increased costs occurring during the period of vacancy, which are solely the result of the rental premises being vacated, closed, and reoccupied, and which do not add services or amenities not previously provided, or which add new services or amenities whose costs significantly reduce the affordability of the premises, shall not be used as a basis for a rent increase pursuant to a municipal rent regulation provision, fair return, or hardship hearing before a municipal rent board or any appeal from such determination.

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

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

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

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

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

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

c. A landlord who fails to provide a former tenant a notice of intention to return to residential use pursuant to this section is liable for a civil penalty of not less than $2,500 or more than $10,000 for each offense, and in addition, treble damages, plus attorney's fees and costs of suit, for any loss or expenses incurred by a former tenant as a result of the failure. The commissioner, the Attorney General, or any other person shall commence an action to enforce a penalty against the landlord by a summary proceeding under the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Jurisdiction for such an action shall be in the Superior Court in the county in which the premises are located. If any person other than the Attorney General or the commissioner commences the action, the court shall remit any recovery to the person who commences the action.

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

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

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

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

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

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

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

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

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

46A:21‑6. Relocation of displaced tenants; ordinance; violations. a. A municipality may enact an ordinance providing that a residential tenant who receives a notice to vacate and demand for possession as a result of zoning or code enforcement activity for an illegal occupancy, pursuant to paragraph (3) of subsection c. of N.J.S.46A:15-1 or subparagraph (c) of paragraph (13) of subsection a. of N.J.S.46A:15-2, shall be considered a displaced person and entitled, subject to subsection e. of this section, to a lump sum relocation assistance payment in an amount equal to six times the tenant's paid monthly rental to be paid by the owner to the tenant before the tenant is displaced; provided, however, that if a court finds that in the case of a code violation that requires enforcement activity, the code violation is primarily attributable to the tenant's conduct, the tenant shall not be entitled to receive any relocation assistance.

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

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

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

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

d. The municipality shall commence an action to enforce a fine against the owner under this section by a summary proceeding under the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Jurisdiction for such an action shall be in the Superior Court or the municipal court in the county in which the premises are located.

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

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

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

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

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

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

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

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

(1) the municipality does not advance to the tenant the relocation assistance payment for which the owner is liable within 30 days after the judgment for possession has been entered, then the unpaid balance and all accrued interest commencing from the sixth day after the payment was first due, and in addition, a fine in the amount of six times the monthly rent paid by the displaced tenant shall be a lien upon the real property on which the dwelling of the tenant was located for the benefit of that tenant; or

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

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

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

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

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

CHAPTER 22. CONVERSIONS FROM RESIDENTIAL RENTAL PREMISES

46A:22‑1. Definitions.

46A:22‑2. Conversion of multiple dwellings into condominium, cooperative, or fee simple ownership; notice and rights to tenants.

46A:22‑3. Notice to tenant after master deed or arrangement to establish cooperative.

46A:22‑4. Tenant evicted to allow conversion; moving expense compensation.

46A:22‑5. Comparable housing rights.

46A:22‑6. Rules and regulations.

46A:22‑1. Definitions. For the purposes of this chapter:

a. "Comparable housing or park site" means housing that is:

(1) decent, safe, sanitary, and in compliance with all local and State housing codes;

(2) available to all persons regardless of race, creed, national origin, ancestry, marital status, or sex;

(3) provided with facilities equivalent to that provided by the landlord in the dwelling unit or park site in which the tenant then resides with regard to each of the following:

(a) apartment size, including number of rooms, or park site size;

(b) rent range;

(c) apartment's major kitchen and bathroom facilities; and

(d) special facilities necessary for persons with physical disabilities;

(4) located in an area not less desirable than the area in which the tenant then resides in regard to each of the following:

(a) accessibility to the tenant's place of employment;

(b) accessibility of community and commercial facilities; and

(c) environmental quality and conditions; and

(5) in accordance with additional reasonable criteria which the tenant has requested in writing at the time of making any request under this act.

b. "Condominium" means a condominium as defined in the "Condominium Act," P.L.1969, c.257 (C.46:8B-1 et seq.).

c. "Cooperative" means a housing corporation or association, which entitles the holder of a share or membership interest thereof to possess and occupy, for dwelling purposes, a house, apartment, or other structure owned or leased by the corporation or association, or to lease or purchase a dwelling constructed or to be constructed by the corporation or association.

46A:22‑2. Conversion of multiple dwellings into condominium, cooperative, or fee simple ownership; notice and rights to tenants a. A owner who intends to convert a multiple dwelling, as defined in the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.), other than a hotel, motel, or mobile home park, into a condominium, cooperative, or fee simple ownership of the several dwelling units or park sites shall serve each affected tenant with the following:

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

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

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

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

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

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

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

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

STATEMENT

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

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

46A:22‑4. Tenant evicted to allow conversion; moving expense compensation. A tenant evicted under subsection f. of N.J.S.46A:15-1, pertaining to the conversion of two or more dwelling units or park sites from the rental market to a condominium, cooperative, or fee simple ownership, unless the tenant also is being evicted for another cause under N.J.S.46A:15-1, other than subsection f. of N.J.S.46A:15-1, shall receive from the owner moving expense compensation in the form of a waiver of payment of one month's rent. This section is not applicable where a court grants a hardship stay pursuant to subsection e. of N.J.S.46A:22-5.

46A:22‑5. Comparable housing rights. a. A tenant receiving a notice to vacate and demand for possession under paragraph (6) of subsection b. of 46A:16-6 may request, within 18 full months thereafter, that the landlord offer the tenant the rental of comparable housing or a park site and a reasonable opportunity to examine and rent the comparable housing or park site. The landlord shall offer the tenant the rental of comparable housing or a park site, and a reasonable opportunity to examine and rent the comparable housing or park site, if requested by the tenant, but shall not be obligated to do so if not requested by the tenant.

b. In any proceeding commenced in accordance with subsection f. of N.J.S.46A:15-1, pertaining to the landlord or owner of the building or mobile home park converting from the rental market to a condominium, cooperative, or fee simple ownership of two or more dwelling units or park sites, or subsection d. of N.J.S.46A:15-1, pertaining to the landlord or owner seeking to permanently retire the building from residential use or the mobile home park from use as a manufactured housing community, the owner shall prove that the tenant was offered the comparable housing or park site and provided a reasonable opportunity to examine and rent the housing or park site as requested.

c. If a tenant is not offered the comparable housing or park site and provided a reasonable opportunity to examine and rent the housing or park site as requested, the court may authorize one-year stays of eviction with reasonable rent increases until such time as the court is satisfied that the tenant has been offered the comparable housing or park site and provided with a reasonable opportunity to examine and rent the housing or park site as requested pursuant to this section. The court shall not grant more than five stays in any case. If the landlord fails to allege within one year of a prior stay that the tenant was offered a reasonable opportunity to examine and rent comparable housing or a park site within such prior year, a one-year stay of eviction shall be automatically renewed by the court, subject to the five year limitation; provided, however, that the court shall not authorize any further stays when the owner has also provided the tenant with hardship relocation compensation of waiver of payment of five months' rent.

d. A court with jurisdiction to order a stay pursuant to this section may invoke any provisions of chapter 28 of Title 46A of the New Jersey Statutes and grant to a tenant a protected tenancy period, in accordance with chapter 28 of this Title, upon the court's determination that:

(1) the tenant would otherwise qualify as a senior citizen tenant, disabled tenant, or qualified income tenant pursuant to chapter 28 of Title 46A of the New Jersey Statutes, except for the fact that the building in which the dwelling unit is located was converted prior to the effective date of the former "Senior Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22 et al.), or the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.42 et al.), now compiled in chapter 28 of Title 46A of the New Jersey Statutes; and

(2) the granting of the protected tenancy period, as applied to the tenant, would not violate due process or fundamental fairness concepts, giving particular consideration to whether a dwelling unit was sold on or before July 27, 1981, the effective date of P.L.1981, c.226 (C.2A:18-61.22 et al.), or June 1, 1992, the effective date of P.L.1991, c.509 (C.2A:18-61.42 et al.), to a bona fide individual purchaser who intended personally to occupy the unit.

e. A court that declines to grant a protected tenancy status under subsection d. of this section shall nevertheless order a hardship stay, as authorized by subsection c. of this section, until comparable relocation housing is provided.

46A:22‑6. Rules and regulations. a. The department shall adopt rules and regulations, pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), setting forth procedures required to be followed by landlords in providing tenants a reasonable opportunity to examine and rent comparable housing, including setting forth procedures and the information required to be disclosed to tenants regarding the procedures, the rights and responsibilities of tenants pertaining to comparable housing, and the plans and proposals of landlords which may affect a tenant in order to maximize the tenant's ability to exercise those rights.

b. Any rules and regulations adopted under this section shall only be applicable to tenants and owners of a building or mobile home park, dwelling units, or park sites which are being, or about to be, converted from the rental market to a condominium, cooperative, fee simple ownership, or to any mobile home park being permanently retired from the rental market.

ARTICLE 6. LANDLORD REMEDIES OTHER THAN EVICTION

CHAPTER 23. ACTION FOR RENT OR DAMAGES

46A:23‑1. Action for rent.

46A:23‑2. Action against tenant holding over; actual damages.

46A:23‑1. Action for rent. A landlord to whom rent is due may commence an action for rent due. The action is independent of a summary eviction proceeding, and the landlord may commence the action concurrently with, or at any time before or after, an action seeking possession of the rental premises or eviction of the tenant, in accordance with article 5 of Title 46A of the New Jersey Statutes.

46A:23‑2. Action against tenant holding over; actual damages. a. If a tenant of residential rental premises gives the landlord written notice of termination of the lease by a date certain and thereafter fails to vacate the premises by that date, the landlord may recover from the tenant actual damages that are incurred by the landlord, together with the costs of any action.

b. If a tenant of nonresidential rental premises remains in the premises beyond the original lease term and fails to comply with the tenant's affirmative obligations in the lease governing the renewal or extension of the lease term, or otherwise impermissibly continues to occupy the premises after the lease term has expired, the landlord may recover from the tenant the actual damages that are incurred by the landlord , together with the costs of any action, unless the lease provides for a different remedy, in which case the lease shall govern. Nothing provided in this subsection shall preclude the tenant and landlord from agreeing to extend the original lease term.

CHAPTER 24. DISTRAINT

46A:24‑1. Application.

46A:24‑2. Property subject to distraint.

46A:24‑3. Time limitations.

46A:24‑4. Procedure for seeking distraint; order to show cause.

46A:24‑5. Impound and inventory of distrained property; up to $500 exemption.

46A:24‑6. Sale of remaining distrained property.

46A:24‑7. Third parties to enter property.

46A:24‑8. Seizure of property locked up; breaking and entering.

46A:24‑9. Distribution of proceeds; further distraints permitted.

46A:24‑10. Objection to sale; claim of interest in distrained property.

46A:24‑11. Fees for enforcement officers; appraisers.

46A:24‑12. Damages recoverable for failure to comply with this chapter.

46A:24‑13. Damages recoverable for removal or concealing property subject to distraint.

46A:24‑14. Reclaiming seized property.

46A:24‑15. Apportionable rent.

46A:24‑1. Application. This chapter shall be applicable to nonresidential rental premises only.

46A:24‑2. Property subject to distraint. a. A landlord may distrain the personal property in or upon the rental premises belonging to a tenant.

b. For the purposes of this section, "personal property" is any tangible, movable property, including goods and chattels. "Personal property" does not include the tenant's personal clothing, publicly owned property, proprietary information, however stored, or any intangible property.

46A:24‑3. Time limitations. a. Subject to the requirements of subsection b. of this section, a landlord may distrain for rent due within the six months immediately preceding the distraint.

b. Rent may be distrained for after it becomes due, but in no event shall the landlord at one time distrain for more than one year's rent arrears. If the tenant vacates the rental premises, the distraint shall be made within 30 days after the tenant vacates.

46A:24‑4. Procedure for seeking distraint; order to show cause. a. Except as provided in subsections b. and c. of this section, a landlord seeking to distrain a tenant's property shall proceed in the Superior Court, prior to seizing the property, by an application for an order to show cause supported by a verified complaint or affidavit in accordance with the Rules Governing the Courts of the State of New Jersey. On the return date of the order to show cause, the court shall, in accordance with this chapter, authorize the distraint and determine the property to be seized, impounded, and sold or grant such other emergent relief as is fair and equitable to the parties, pending a final hearing.

b. A landlord may, without prior judicial approval, seize and impound property of a tenant that expressly waives due process rights with regard to the property. The waiver may be made in a written lease or other writing signed by the tenant. Prior to selling the seized property, the landlord shall file, in the Superior Court, an application for an order to show cause supported by a verified complaint or affidavit in accordance with the Rules Governing the Courts of the State of New Jersey. On the return date of such order to show cause, the court shall determine the property to be sold. The sale shall be conducted in accordance with N.J.S.46A:24-6.

c. A landlord who reasonably believes the tenant will imminently remove or destroy the property before judicial approval can be obtained may seize and impound the tenant's property without a prior court order only if the landlord (1) provides concurrent notice of the seizure and the tenant's right to a post-deprivation hearing under this chapter to the tenant, by personal service or service by next day commercial courier requiring a signature upon receipt, or by posting the notice at the rental premises in a conspicuous place and (2) files in the Superior Court, prior to selling the seized property, an application for an order to show cause supported by a verified complaint or affidavit in accordance with the Rules Governing the Courts of the State of New Jersey. On the return date of such order to show cause, the court shall determine the property to be sold or grant such other emergent relief as is fair and equitable to the parties, pending a final hearing. Upon the tenant's request, the court, within 10 days after seizure, may hold a hearing to determine whether the court should enter an order allowing the landlord to continue to hold the seized property.

46A:24‑5. Impound and inventory of distrained property; up to $500 exemption. a. Property that is distrained by court order, in accordance with subsection a. of N.J.S.46A:24-4, shall be seized and impounded by an enforcement officer in the county where the rental premises are located. Property that is distrained without court action, in accordance with subsection b. of N.J.S.46A:24-4, shall be seized and impounded by the landlord and then maintained and sold in accordance with the lease or this chapter. Property that is distrained prior to court action, in accordance with subsection c. of N.J.S.46A:24-4, shall be seized and impounded by the landlord and thereafter turned over to an enforcement officer for sale in accordance with court order.

b. Impounding shall occur either by padlocking the rental premises or otherwise securing the property in a location that is most convenient for that purpose within the same county. All distrained property seized at one time shall be impounded together unless otherwise ordered by a court.

c. Immediately after impounding the tenant's property, the property shall be inventoried by an enforcement officer either in accordance with subsection a. of N.J.S.46A:24-4, as provided by court order, or, in accordance with subsection b. or c. of N.J.S.46A:24-4, at the request of the landlord. The inventory shall include an evaluation of each item inventoried and the value of an item shall be the price estimated to be that for which the item would be sold at public sale. If the landlord fails to request the preparation of the inventory within two business days of seizure and impounding, the tenant may make a written request directly to the enforcement officer for the property to be inventoried and evaluated. A court order may require an appraisal, in addition to or in place of, an evaluation by the enforcement officer, in which case an independent professional appraisal shall be conducted in accordance with the order. The enforcement officer shall provide copies of the inventory and appraisal, if applicable, to the landlord, tenant, and their counsel, if any.

d. From the inventory, the tenant, or in the tenant's absence or if the tenant fails to do so within 10 days after the inventory is taken, the tenant's attorney, representative, or the enforcement officer on behalf of the tenant, shall select property valued at $500. The selected property shall be exempt from sale and returned to the tenant or the tenant's representative immediately.

46A:24‑6. Sale of remaining distrained property. Property remaining after the tenant's selection in accordance with subsection d. of 46A:24-5 shall be sold by an enforcement officer by any method specified in a lease or other agreement between the landlord and the tenant or by court order. The sale proceeds shall be distributed in accordance with section 46A:24-9.

46A:24‑7. Third parties to enter property. The enforcement officer shall arrange for anyone viewing, appraising, buying, or removing the impounded property, for a purpose in accordance with this chapter, to enter the premises where the property is impounded for that purpose.

46A:24‑8. Seizure of property locked up; breaking and entering. a. An enforcement officer, in accordance with a court order, may break open and enter during the hours of 8:00 a.m. to 6:00 p.m. a locked or otherwise secured location where a tenant has placed property to prevent its distraint. If the place where the property is secured is a residence, the landlord, by sworn testimony in court, shall first demonstrate the existence of a reasonable ground to suspect that the property is located at the residence.

b. Nothing in this subsection shall limit the ability of a landlord, in accordance with subsection b. of N.J.S.46A:24-4, from further securing the premises without actually breaking open and entering the premises. In the event of a dispute between landlord and tenant under this subsection, any access thereafter to the rental premises shall be subject to court order.

46A:24‑9. Distribution of proceeds; further distraints permitted. a. Upon the sale of the distrained property, the enforcement officer shall apply the proceeds of sale in the following order:

(1) payment of the reasonable charges of the impounding, appraisal, and sale;

(2) payment of the amount of the lien to any lienholder determined by a court or agreed to by the landlord and the tenant to have a superior interest to the landlord in the distrained property;

(3) payment of the amount of rent due the landlord as determined by the court, or as agreed to by the landlord and the tenant, subject to the limitations prescribed by this chapter;

(4) payment of the amount of the lien to any lienholder determined by a court to have a subordinate interest to the landlord in the distrained property; and

(5) return of any overage to the tenant.

b. If the value of the property distrained does not satisfy the full value of the rent arrears, further distraints may be made for the remainder that is due in a manner and within the limitations provided by this chapter and approved by the court.

46A:24‑10. Objection to sale; claim of interest in distrained property. Any person, other than a landlord or tenant, who claims an interest in distrained property or who objects to the sale or other disposition of distrained property may:

a. file a written objection with the clerk of the court that issued the order, pursuant to N.J.S.46A:24-6, and deliver a copy of the objection to the enforcement officer and to the landlord and tenant, or to their respective attorneys if an action is pending, in which case the enforcement officer shall not sell or dispose of the property until further order of the court; or

b. if there is no court order, commence an action in the county where the property is impounded, naming the landlord and tenant as defendants, to enjoin the sale until the objection can be heard.

46A:24‑11. Fees for enforcement officers; appraisers. Enforcement officers and appraisers that aid in the execution of this chapter shall be entitled to the fees provided for by law or Title 22A of the New Jersey Statutes.

46A:24‑12. Damages recoverable for failure to comply with this chapter. If the landlord fails to follow the procedures required by this chapter, the aggrieved party may recover actual damages, together with the costs of any action. If the failure is willful, the aggrieved party may recover double the amount of damages, together with the costs of any action. No damages are recoverable for the inadvertent distraint of property that is not distrainable, provided the landlord acts to release or return the property as soon as the nature of the property is known.

46A:24‑13. Damages recoverable for removal or concealing property subject to distraint. A landlord may recover actual damages resulting from the actions of a tenant who, with the intent to delay, hinder, or defraud the landlord, removes or conceals property subject to distraint. If the landlord can demonstrate that the tenant's actions were willful, the landlord may recover from the tenant double damages, together with the costs of any action.

46A:24‑14. Reclaiming seized property. a. A tenant may apply to the court to reclaim seized property that has not been sold if the property has been seized in violation of this chapter or is otherwise wrongfully seized.

b. A third party may apply to the court to reclaim seized property, which belongs to the third party or in which the third party has rights superior to those of the landlord.

46A:24‑15. Apportionable rent. A person entitled to a portion of the rent that is legally or equitably apportionable between concurrent owners, landlords, or their representatives, may distrain in the same manner as if entitled to the full amount.

CHAPTER 25. LIEN OR RIGHT TO PREFERENCE IN PAYMENT FOR RENT

46A:25‑1. Application.

46A:25‑2. Landlord's lien for rent.

46A:25‑3. Landlord's right to preference in payment over unsecured creditors.

46A:25‑4. Contractual lien for rent.

46A:25‑5. Lien on assignor's goods; assignment for benefit of creditors.

46A:25‑1. Application. This chapter shall be applicable to nonresidential rental premises only.

46A:25‑2. Landlord's lien for rent. A landlord of nonresidential rental premises shall be entitled to a lien in the amount of unpaid rent arrears to the extent of the tenant's interest in distrainable personal property in or upon the rental premises. The lien shall attach from the date the property is seized in the process of distraint, in accordance with chapter 24 of Title 46A of the New Jersey Statutes.

46A:25‑3. Landlord's right to preference in payment over unsecured creditors. a. If an unsecured creditor levies against the tenant's distrainable personal property in or upon the rental premises, by execution, attachment, or other process, the landlord may exercise a right to a preference in payment over any unsecured creditor for the unpaid rent arrears, not to exceed one year's rent.

b. The right to preference shall have the power of distraint from the date the landlord serves the enforcement officer with written notice of a claim for unpaid rent, including the amount of the rent arrears. The enforcement officer shall not sell the tenant's personal property during a period of 10 days after the levy in order to give the landlord an opportunity to make a claim. If served with a landlord's claim during the 10-day period, the enforcement officer shall pay the landlord the amount of the claim, subject to the one-year limitation, plus the cost of the enforcement officer's process either prior to or from the proceeds of the sale, after which the enforcement officer may levy and execute on behalf of the unsecured creditor.

c. If the rent arrears exceed one year's rent, payment of one year's rent to the landlord shall satisfy the landlord's lien and right to preference.

d. The enforcement officer shall not remove any of the tenant's personal property from the rental premises, except during normal business hours and with prior notice to the landlord and to the tenant, or, in the tenant's absence, to a person 18 years of age or older at the premises from where the removal will take place.

46A:25‑4. Contractual lien for rent. Nothing in this chapter shall preclude a landlord from:

a. acquiring a security interest in the tenant's distrainable personal property to satisfy any and all rent arrears, whether or not in excess of one year's rent, by express provision in a lease or other contract, or

b. perfecting such security interest in accordance with the "Uniform Commercial Code-Secured Transactions," P.L.2001, c.177 (12A:9-101, et seq.), at the time of commencement of the lease or thereafter so as to be entitled to preference over other secured or unsecured creditors.

46A:25‑5. Lien on assignor's goods; assignment for benefit of creditors. a. If a tenant makes an assignment of personal property in or upon the rental premises for the benefit of creditors, the landlord shall be entitled to a lien in the amount of unpaid rent arrears to the extent of the tenant's interest, not exceeding one year's rent. The lien shall attach as of the date of the assignment.

b. The lien shall be first paid by the assignee, before payment of any other creditors, out of the personal property of the tenant, which was in or on the rental premises at the time of the assignment. If the tenant or its assignee removes personal property from the rental premises after the assignment, the landlord, within 40 days after its removal, may distrain the removed personal property in accordance with chapter 24 of this Title.

CHAPTER 26. ACTION FOR DAMAGE, DESTRUCTION OR MATERIAL ALTERATION OF RENTAL PREMISES

46A:26‑1. Application.

46A:26‑2. Damage to or destruction of rental premises.

46A:26‑3. Material alteration or change in the nature or character of the rental premises.

46A:26‑4. Violation; damages.

46A:26‑1. Application. This chapter shall be applicable to residential and nonresidential rental premises.

46A:26‑2. Damage to or destruction of rental premises. A tenant shall not cause, by gross negligence or intentional conduct, any damage to or destruction of the rental premises that is not in accordance with the lease or not reasonably implied from the parties' conduct.

46A:26‑3. Material alteration or change in the nature or character of the rental premises. a. A tenant shall not materially alter or change the nature or character of the rental premises or the real property in which there are the rental premises if doing so will violate the lease or any other agreement regulating the conduct of the owner of the rental premises or restricting the use of the real property;

b. If no lease or other agreement expressly prohibits the alteration or change in the nature or character of the rental premises or the real property in which there are the rental premises, a tenant may materially alter or change the nature or character of the rental premises or the real property if the tenant:

(1) provides a form of security to the landlord in accordance with chapter 13 of this Title;

(2) serves upon the landlord, within 30 days prior to commencement of the alteration or change, written notice of the intention to make such alternation or change and specifying its nature; and

(3) establishes that the alteration or change, when completed, will not reduce the market value of the rental premises or the real property, and a prudent landlord or owner would likely make the alteration or change under the circumstances.

46A:26‑4. Violation; damages. a. Upon a finding for the landlord in an action commenced for a violation of N.J.S.46A:26-2, the landlord may recover actual damages and, in the case of a willful violation, punitive damages in the court's discretion, together with the costs of any action.

b. Upon a finding for the landlord in an action commenced for a violation of N.J.S.46A:26-3, the landlord may recover, together with the costs of any action, at the landlord's election, damages based on:

(1) the actual cost of restoring the property to its original condition; or

(2) the difference between the fair value of the rental premises before the alteration or change and the fair value of the rental premises subsequent to the alteration or change.

c. An offset for any insurance proceeds recovered by the landlord or for the landlord's benefit for the offending conduct shall be applied against any award of damages permitted under this section.

d. In addition to or in lieu of any damages permitted under this section, a landlord may recover injunctive relief in accordance with the Rules Governing the Courts of the State of New Jersey.

CHAPTER 27. ABANDONED TENANT PROPERTY

46A:27‑1. Application.

46A:27‑2. Applicability of certain nonresidential lease provisions.

46A:27‑3. Landlord's right to dispose of certain property left upon premises.

46A:27‑4. Notice requirements.

46A:27‑5. Delivery of notice.

46A:27‑6. Storage; reasonable charges; reimbursement from tenant.

46A:27‑7. Tenant response; lienholder response; failure to act.

46A:27‑8. Abandoned property; disposal.

46A:27‑9. Right of landlord; nonresidential property.

46A:27‑10. Net proceeds of sale; deductions by landlord.

46A:27‑11. Compliance in good faith; complete defense.

46A:27‑12. Tenant relieved of liability; landlord's failure to comply.

46A:27‑13. Abandoned property not a bulk sale.

46A:27‑1. Application. a. This chapter may be invoked with regard to residential or nonresidential rental premises.

b. This chapter shall not be applicable to:

(1) property as defined in and which must be disposed of in accordance with the "Uniform Unclaimed Property Act," R.S.46:30B-1 et seq.;

(2) motor vehicles; and

(3) personal property of the tenant that is expressly relinquished to the landlord, which shall be treated as abandoned property in accordance with P.L.1999, c.331 (C.46:30C-1 et seq.).

46A:27‑2. Applicability of certain nonresidential lease provisions. If a provision in a lease for nonresidential premises controls notice, storage, and the manner of sale or disposal of the tenant's property, the lease provision, and not the provisions of this chapter on those subjects, shall be applicable. A lease provision regarding the distribution of proceeds from the sale of abandoned tenant property shall not supersede this chapter with regard to the distribution of those proceeds.

46A:27‑3. Landlord's right to dispose of certain property left upon premises. A landlord who reasonably believes that a tenant left personal property, including manufactured or mobile homes, at the rental premises with no intention of asserting any further claim to the property, may presume the property is abandoned by the tenant and dispose of the property in the manner provided by this chapter, only if notice is first given to the tenant as required by N.J.S.46A:27-4 and

a. a warrant for removal has been executed and possession of the premises has been restored to the landlord or the landlord reasonably believes that the tenant has permanently vacated the premises; or

b. the tenant has given written notice of voluntary relinquishment of possession of the premises.

46A:27‑4. Notice requirements. Before disposing of the property, the landlord shall send written notice to the tenant in the manner provided by N.J.S.46A:27-5, which states that:

a. the property is considered abandoned by the tenant and must be removed from the rental premises or from the place where the property is stored, in which case the address of the storage facility shall be provided by the following dates:

(1) in the case of any property other than a manufactured or mobile home, within 30 days after delivery of the notice or within 33 days after the date of mailing, whichever comes first; or

(2) in the case of a manufactured or mobile home, within 75 days after delivery of the notice or within 78 days after the date of mailing, whichever comes first; and

b. any property not removed by the dates provided in subsection a. of this section may be:

(1) sold at a public or private sale;

(2) destroyed or otherwise disposed of if the landlord reasonably determines that the cost of storage and conducting a public sale, or the cost of the separation of the personal property by value and conducting a public sale of only the valuable items, would probably exceed the amount of the proceeds of the sale of the property; or

(3) separated by value, the valuable items sold, and the remainder destroyed or otherwise disposed of by the landlord; and

c. the landlord must make the property available without payment of any rent arrears if the rental premises are residential and the tenant claims the property by the dates provided in subsection a. of this section.

46A:27‑5. Delivery of notice. a. The landlord shall send the required notice, addressed to the tenant, to the last known business or residence address of the tenant, which may be the address of the rental premises, and at any alternate address or addresses known to the landlord. In the case of nonresidential premises, the landlord may send the notice to an address provided in the lease for the delivery of copies of notices.

b. The notice shall be sent by:

(1) regular mail, in an envelope endorsed "Please Forward"; and

(2) either personal delivery, registered mail, certified mail, return receipt requested, or commercial courier whose regular business is delivery service, required signature requested.

c. If the personal property subject to disposal is a manufactured or mobile home, the landlord shall send a copy of the notice simultaneously and in the same manner as in subsection b. of this section to the Chief Administrator of the Motor Vehicles Commission and to all lienholders whose security interests in the property have been recorded with the Motor Vehicles Commission. If the landlord has knowledge of a person with an interest in the property, other than the tenant, the landlord shall send a copy of the notice shall in the same manner as in subsection b. of this section to that person.

46A:27‑6. Storage; reasonable charges; reimbursement from tenant. a. After the notice is sent to the tenant in accordance with this chapter, the landlord shall store all of the tenant's personal property in a safe and secure place on or off the rental premises, and shall exercise reasonable care for the property, except that the landlord may promptly dispose of perishable food and allow an animal control agency or humane society to remove any pets or livestock.

b. The tenant shall pay the landlord's reasonable cost of removal of the property from the premises, storage charges, and costs incidental to storage for the period the tenant's personal property is in the landlord's safekeeping. The charges shall not be greater than the fair market value of such costs in the locale of the rental property.

c. A landlord shall not be responsible for any loss to a tenant resulting from storage of property in compliance with this chapter, unless the loss was caused by the landlord's deliberate or negligent act or omission.

46A:27‑7. Tenant response; lienholder response; failure to act. After the notice required under this chapter is sent to the tenant, the tenant's property shall be conclusively presumed to be abandoned by the tenant unless:

a. the tenant responds to the landlord within the time frame specified in the notice and removes the property within that timeframe or within 15 days after a written response, whichever is later; or

b. in the case of a manufactured or mobile home, a lienholder responds to the landlord, in writing, regarding a security interest therein, indicating the intent either (1) to remove the property or (2) to pay rent as a condition of leaving the property, and does (1) or (2) within the time specified by the notice, or within 15 days after the written response, whichever is later.

46A:27‑8. Abandoned property; disposal. Property conclusively presumed to be abandoned in accordance with N.J.S.46A:27-7 shall be disposed of, in whole or in part, by the landlord in any of the following ways:

a. at a public or private sale conducted in accordance with N.J.S.12A:9-601 et seq.;

b. by destruction or other disposal if the landlord reasonably determines that the cost of storage and conducting a public sale would probably exceed the proceeds of the sale of the property; or

c. by the sale of certain items and the destruction or other disposal of the remaining property in accordance with subsections a. and b. of this section.

46A:27‑9. Right of landlord; nonresidential property. Nothing in this chapter shall diminish the right of a landlord of a nonresidential property to use distraint in accordance with chapter 24 of this Title or make preferential claims in accordance with chapter 25 of this Title.

46A:27‑10. Net proceeds of sale; deductions by landlord. a. Within 30 days after a sale of the tenant's property, the landlord shall return to the tenant, by personal delivery or commercial courier whose regular business is delivery service, with a required signature requested, any proceeds of sale, along with an itemized accounting after deduction of the reasonable costs of notice as required by N.J.S.46A:27-5, storage, removal of the property, disposal, sale, and any unpaid rent and charges not covered by the security deposit.

b. If the tenant cannot be located, the remaining proceeds shall be deposited with the administrator pursuant to the "Uniform Unclaimed Property Act," R.S.46:30B-1 et seq.

46A:27‑11. Compliance in good faith; complete defense. A good faith effort to comply with all the requirements of this chapter shall constitute a complete defense in any action brought by a tenant against a landlord for loss or damage to personal property disposed of pursuant to this chapter.

46A:27‑12. Tenant relieved of liability; landlord's failure to comply. If a landlord fails to make a good faith effort to comply with this chapter, the tenant shall be relieved of any liability for reimbursement to the landlord for storage and removal costs and shall be entitled to recover up to twice the tenant's actual damages. If a landlord makes a good faith effort to comply with this chapter, the landlord's liability to a tenant, if any, shall be no more than the value of the abandoned property.

46A:27‑13. Abandoned property not a bulk sale. The transfer of ownership of abandoned tenant property in accordance with a lease and the sale of abandoned property in accordance with a lease or this chapter shall not be deemed a sale, transfer, or assignment in bulk of any part or whole of the business assets of the landlord or tenant.

ARTICLE 7. PROTECTED TENANCIES – SENIOR CITIZEN TENANTS AND DISABLED TENANTS; QUALIFIED INCOME TENANTS

CHAPTER 28. TENANCIES OF RESIDENTIAL RENTAL PREMISES PROTECTED FROM CONVERSION

46A:28‑1. Definitions.

46A:28‑2. Applicable to conversion of structures containing not less than five dwelling units; not applicable until conversion recording.

46A:28‑3. Protected tenancy status.

46A:28‑4. Administrative agency to administer chapter provisions.

46A:28‑5. Notification to administrative agency by owner prior to conversion.

46A:28‑6. Notice to protected tenants from administrative agency.

46A:28‑7. Procedures for determining eligibility or qualification for protected tenancy status.

46A:28‑8. Grounds for determining eligibility for protected tenancy status; eligibility notice provided.

46A:28‑9. Registration of conversion; approval after proof of notice of eligibility to tenants.

46A:28‑10. Rent increase restrictions.

46A:28‑11. Termination of protected tenancy; grounds.

46A:28‑12. Termination of protected tenancy; eviction; alternative eligibility.

46A:28‑13. Obligation to investigate status of qualified income tenant.

46A:28‑14. Termination upon purchase of unit.

46A:28‑15. Informing prospective purchasers of conversion.

46A:28‑16. Municipal fee for services required by this chapter.

46A:28‑17. Actions for eviction of qualified income tenants; unaffected by this chapter.

46A:28‑18. Rules; regulations.

46A:28‑19. Liberal construction of chapter.

46A:28‑1. Definitions. For the purposes of this chapter:

"Annual household income" means (1) in the case of senior citizen tenants or disabled tenants, the total income from all sources during the last full calendar year for all members of the household who reside in the tenant's dwelling unit when the tenant applies for protected tenancy status, regardless of whether the income is subject to taxation by any taxing authority; or (2) in the case of qualified income tenants, the total income from all sources during the last full calendar year or the annual average of that total income during the last two calendar years, whichever is less, of the tenant and all members of the tenant's household who are residing in the tenant's dwelling unit when the tenant applies for protected tenancy, regardless of whether the income is subject to taxation by any taxing authority.

"Application for registration of conversion" means an application for registration filed with the department in accordance with "The Planned Real Estate Development Full Disclosure Act," P.L.1977, c.419 (C.45:22A-21 et seq.).

"Conversion" means conversion as defined in "The Planned Real Estate Development Full Disclosure Act," P.L.1977, c.419 (C.45:22A-21 et seq.).

"Conversion recording" means the recording with the appropriate county officer of a master deed for a condominium or a deed to a cooperative corporation for a planned residential development or separable fee simple ownership of the dwelling units.

"Convert" means to convert one or more buildings or a mobile home park containing in the aggregate not less than five dwelling units or mobile home sites or pads from residential rental use to condominium, cooperative, planned residential development, separable fee simple ownership of the dwelling units, or of the mobile home sites or pads.

"County rental housing shortage" means a certification issued by the Commissioner that there has occurred a significant decline in the availability of rental dwelling units in the county due to conversions, provided that the Commissioner shall not issue any such certification unless during the immediately preceding 10 year period the aggregate number of rental units subject to registrations of conversion during any three consecutive years in the county (1) exceeds 10,000 and (2) in at least one of those three years, exceeds 5,000.

"Disabled tenant" means a tenant who is, on the date of the conversion recording for the building in which the tenant's dwelling unit is located, totally and permanently unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, including blindness, or a tenant who has been honorably discharged or released from active service in any branch of the United States Armed Forces and who is rated as having a 60 percent disability or higher as a result of that service pursuant to a federal law administered by the United States Veterans' Act, provided that the dwelling unit (1) has been the principal residence of the disabled tenant for at least one year immediately preceding the conversion recording or (2) is the principal residence of the disabled tenant under the terms of a lease for a period of more than one year. For the purposes of this definition, "blindness" means central visual acuity of 20/200 or less in the better eye with the use of correcting lenses. An eye that is accompanied by a limitation in the fields of vision, such that the widest diameter of the visual field subtends an angle no greater than 20 degrees, shall be considered as having a central visual acuity of 20/200 or less.

"Index" means the annual average, over a 12-month period beginning September 1 and ending August 31, of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Series A, of the United States Department of Labor (1957-1959 = 100), for either the New York, NY-Northeastern New Jersey or the Philadelphia, PA-New Jersey region, according as either shall have been determined by the commissioner to be applicable in the locality of a property undergoing conversion.

"Protected tenancy period" means, except as otherwise provided in this chapter, (1) in the case of senior citizen tenants and disabled tenants as defined in this chapter, the 40 years following the conversion recording for the building in which is located the dwelling unit of the senior citizen tenant or disabled tenant or (2) in the case of qualified tenants as defined in this chapter, all that time following the conversion recording for a building during which a qualified tenant in that building continues to be a qualified tenant and continues to occupy a dwelling unit therein as a principal residence.

"Qualified county" means any county with (1) a population in excess of 500,000 and a population density in excess of 8,500 per square mile, according to the most recent federal decennial census or (2) a county rental housing shortage.

"Qualified income tenant" means a tenant residing in a qualified county who has (1) applied for protected tenancy status on or before the date of registration of conversion by the department, or within one year of the effective date of the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), which is June 1, 1992, whichever is later; (2) occupied the premises as a principal residence for at least 12 consecutive months next preceding the date of application; and (3) demonstrated annual household income that does not, at the time of application, exceed the maximum qualifying income as determined pursuant to subsection c. of N.J.S.46A:28-3, except that this income limitation shall not be applicable to any tenant who is age 75 or more years or to a disabled tenant as defined in this chapter.

"Registration of conversion" means an approval of an application for registration by the department in accordance with "The Planned Real Estate Development Full Disclosure Act," P.L.1977, c.419 (C.45:22A-21 et seq.).

"Senior citizen tenant" means a tenant who is 62 years of age or older on the date of the conversion recording for the building in which the tenant's dwelling unit is located or, if the tenant should die after the owner files the conversion recording, the surviving spouse, domestic partner, or civil union partner of the tenant, provided the surviving spouse, domestic partner, or civil union partner is 50 years of age or older at the time of the filing, and further provided that the building: (1) has been the principal residence of the senior citizen tenant or the spouse, domestic partner or civil union partner, for at least one year immediately preceding the conversion recording or the death or (2) is the principal residence of the senior citizen tenant or the spouse or domestic partner or civil union partner under the terms of a lease for a period of more than one year.

"Tenant in need of comparable housing" means a tenant who is not a qualified tenant, a senior citizen tenant, or a disabled tenant as defined by this chapter.

46A:28‑2. Applicable to conversion of structures containing not less than five dwelling units; not applicable until conversion recording. a. Subject to subsections b. and c. of this section, this chapter shall be applicable only to the conversion of buildings, structures, or mobile home parks containing, in the aggregate, five or more dwelling units or mobile home sites or pads for residential use to condominium, cooperative, planned residential development, or separable fee simple ownership of the dwelling units or the mobile home sites or pads.

b. The protected tenancy status authorized by this chapter shall not be applicable to any eligible or qualified tenant until such time as the owner has filed the conversion recording.

c. The protected tenancy status shall automatically be applicable as soon as a tenant receives notice of eligibility or qualification and the landlord files the conversion recording. However, the landlord shall not file the conversion recording until after the registration of conversion.

46A:28‑3. Protected tenancy status. a. Each eligible senior citizen tenant or disabled tenant, as defined in this chapter, shall be granted a protected tenancy status with respect to that tenant's dwelling unit upon conversion of the building or structure in which the unit is located. The protected tenancy status shall be granted upon proper application and qualification pursuant to this chapter. Each senior citizen tenant or disabled tenant in need of comparable housing may remain in the tenant's dwelling unit upon conversion of the building in which the unit is located until the owner of the building has complied with chapter 22 of Title 46A of the New Jersey Statutes.

b. Each qualified income tenant, as defined in this chapter, shall be granted a protected tenancy status with respect to that tenant's dwelling unit upon conversion of the building or structure in which the unit is located. The protected tenancy status shall be granted upon proper application and qualification pursuant to this chapter. Each qualified income tenant in need of comparable housing may remain in the tenant's dwelling unit upon conversion of the building in which the unit is located, until the owner of the building has complied with chapter 22 of this Title.

c. For purposes of determining qualified income status for qualified income tenants under subsection b. of this section, the base figures for calculating the maximum qualifying income, which shall be adjusted by the percentage charge, if any, in the applicable index that has occurred since June 1, 1992, whenever an application for protected tenancy is filed or termination of a previously granted protected tenancy is sought pursuant to subsection b. of N.J.S.46A:28-12, are:

(1) in a household comprising one person, $31,400;

(2) in a household comprising two persons, $38,500;

(3) in a household comprising three persons, $44,800;

(4) in a household comprising four persons, $50,300;

(5) in a household comprising five persons, $55,000;

(6) in a household comprising six persons, $58,900;

(7) in a household comprising seven persons, $62,000; and

(8) in a household comprising eight or more persons, $64,300.

46A:28‑4. Administrative agency to administer chapter provisions. a. For purposes of effectuating the provisions of this chapter, pertaining to senior citizen tenants and disabled tenants, the governing body of the municipality shall authorize a municipal board, agency, or officer to act as its administrative agency or enter into a contractual agreement with a county office on aging or a similar agency to act as its administrative agency. In the absence of such authorization or contractual agreement, the provisions of this chapter, pertaining to senior citizen tenants and disabled tenants, shall be administered by a municipal board whose principal responsibility concerns the regulation of residential rents or, if no such board exists, by the municipal clerk.

b. For purposes of effectuating the provisions of this chapter pertaining to qualified income tenants, each municipal governing body in a qualified county shall designate a municipal board, agency, or officer to act as its administrative agency or enter into a contractual agreement with an appropriate county to act as its administrative agency. In the absence of such authorization or contractual agreement, the provisions of this chapter, pertaining to qualified income tenants, shall be administered by the board, agency, or officer authorized by subsection a. of this section.

46A:28‑5. Notification to administrative agency by owner prior to conversion. a. The owner of a building in which there are residential premises rented by senior citizen tenants or disabled tenants who seeks to convert the premises, shall notify the administrative agency responsible for administering the provisions of this chapter, pertaining to senior citizen tenants and disabled tenants, of the owner's intention to file an application for registration of conversion with the department prior to the filing. The owner shall also supply the agency with a list of every tenant residing in the premises, with stamped envelopes addressed to each tenant and with a sufficient number of copies of the notice to tenants as set forth in N.J.S.46A:28-6, and application forms for the protected tenancy status.

b. The owner of a building in which there are residential premises rented by qualified income tenants who seeks to convert the premises shall notify the administrative agency responsible for administering the provisions of this chapter, pertaining to qualified income tenants, of the owner's intention to file an application for registration of conversion with the department prior to the filing. The owner shall also supply the agency with a list of every tenant residing in the premises, with stamped envelopes addressed to each tenant, with a sufficient number of copies of the notice to tenants as set forth in N.J.S.46A:28-6, and application forms for the protected tenancy status.

46A:28‑6. Notice to protected tenants from administrative agency. Within 10 days after receiving a list of tenants from the owner:

a. with regard to senior citizen tenants and disabled tenants, the administrative agency shall notify each senior citizen residential tenant and each disabled residential tenant, in writing, of the owner's intention and the applicability of this chapter, and provide each tenant with a written application form. The notice to the tenant shall be substantially in the following form:

NOTICE

THE OWNER OF YOUR APARTMENT HAS NOTIFIED ............................................ (insert name of municipality) OF THE OWNER'S INTENTION TO CONVERT TO A CONDOMINIUM OR COOPERATIVE. THE LEGISLATURE HAS PROVIDED THAT, IF YOU ARE A SENIOR CITIZEN, 62 YEARS OF AGE OR OLDER, OR DISABLED, YOU MAY BE ENTITLED TO A PROTECTED TENANCY PERIOD. PROTECTED TENANCY MEANS THAT YOU CANNOT BE EVICTED BECAUSE OF THE CONVERSION. YOU MAY BE ELIGIBLE:

(1) IF YOU ARE 62, OR WILL SOON BE 62, OR IF YOU ARE DISABLED; AND

(2) IF YOU HAVE LIVED IN YOUR APARTMENT FOR AT LEAST ONE YEAR OR IF THE LEASE ON YOUR APARTMENT IS FOR A PERIOD OF MORE THAN ONE YEAR; AND

(3) IF YOUR HOUSEHOLD INCOME IS LESS THAN ............................ (insert current income figure for county as established by N.J.S.46A:28-8a. of this chapter).

IF YOU WISH THIS PROTECTION, SEND IN THE APPLICATION FORM BY .............................. (insert date 60 days after municipality's mailing) TO THE .............................. (insert name and address of administrative agency). FOR FURTHER INFORMATION CALL ................................... (insert phone number of administrative agency) OR .................................. (insert phone number of Department of Community Affairs).

IF YOU DO NOT APPLY YOU CAN BE EVICTED BY YOUR LANDLORD UPON PROPER NOTICE.

or

b. with regard to qualified income tenants, the administrative agency shall notify each qualified income residential tenant, in writing, of the owner's intention and of the applicability of this chapter, and provide each tenant with a written application form. The notice to the tenant shall be substantially in the following form:

NOTICE

THE OWNER OF YOUR APARTMENT HAS NOTIFIED ................................ (insert name of municipality) OF THE OWNER'S INTENTION TO CONVERT TO A CONDOMINIUM OR COOPERATIVE.

UNDER STATE LAW YOU MAY BE ENTITLED TO A PROTECTED TENANCY.

PROTECTED TENANCY MEANS THAT YOU CANNOT BE EVICTED BECAUSE OF THE CONVERSION.

YOU MAY BE QUALIFIED:

(1) IF YOU HAVE LIVED IN YOUR APARTMENT FOR A YEAR AND

(2) IF YOUR HOUSEHOLD INCOME IS LESS THAN ............................................. (insert current maximum qualifying income established under N.J.S.46A:28-3c.), OR

(3) YOU ARE DISABLED OR ARE AT LEAST 75 YEARS OLD.

IF YOU THINK YOU MAY QUALIFY, SEND IN THE APPLICATION FORM BY ....................... (insert date 60 days after municipality's mailing)

TO THE ............................................. (insert name and address of administrative agency)

EVEN IF YOU DO NOT QUALIFY, YOU HAVE THE RIGHT TO REMAIN IN YOUR APARTMENT UNTIL YOUR LANDLORD HAS COMPLIED WITH LAWS REGARDING THE OFFER OF COMPARABLE HOUSING.

FOR FURTHER INFORMATION CALL................... (insert phone number of administrative agency)

OR .............................................." (insert phone number of Department of Community Affairs)

c. The department shall not accept any application for registration of conversion for any building, unless included in the application is proof that the agency or officer notified the senior citizen tenants, disabled tenants, or qualified income tenants, as the case may be, prior to the application for registration. The proof shall be by affidavit or in such other form as the department shall require.

d. In any municipality where the administrative agency administering the protected status of senior citizen tenants and disabled tenants is the same as the agency administering the protected status of qualified income tenants, as provided in this chapter, the notices required by this section may be combined in a single mailing.

46A:28‑7. Procedures for determining eligibility or qualification for protected tenancy status. a. Within 30 days after receipt of an application for protected tenancy status by a senior citizen tenant or disabled tenant, the administrative agency shall make a determination of eligibility.

b. Within 30 days after receipt of an application for protected tenancy status by a qualified income tenant, the administrative agency shall make a determination of qualification.

c. The administrative agency, pursuant to subsection a. or b. of this section, may require that the application include documents and information as may be necessary to establish that the tenant is eligible or qualified for a protected tenancy status under this chapter. The administrative agency shall require the applicant to submit any application made pursuant to this subsection under oath.

d. The department may, by regulation, adopt forms to be used in applying for protected tenancy status under this chapter, for notification of eligibility or ineligibility or qualification or denial, and for conveying to the denied applicant the information concerning the applicant's rights to continued tenancy and offer of comparable housing. The department may also adopt such other regulations for the procedure of determining eligibility and qualification as it deems necessary.

46A:28‑8. Grounds for determining eligibility for protected tenancy status; eligibility notice provided. a. A senior citizen tenant or disabled tenant shall be eligible for protected tenancy status and the administrative agency shall send written notice of eligibility to each senior citizen tenant or disabled tenant if the tenant:

(1) applied for protected tenancy status on or before the date of registration of conversion by the department;

(2) qualifies as an eligible senior citizen tenant or disabled tenant pursuant to this chapter;

(3) has occupied the premises as a principal residence for at least one year or has a lease for a period longer than one year; and

(4) has an annual household income that does not exceed an amount equal to three times the county per capita personal income, as last reported by the Department of Labor and Workforce Development on the basis of the United States Department of Commerce's Bureau of Economic Analysis data, or $50,000, whichever is greater. The department shall adjust the county per capita personal income if there is a difference of one or more years between (1) the year in which the last reported county per capita personal income was based and (2) the last year in which the tenant's annual household income is based. The department shall adjust the county per capita personal income by an amount equal to the number of years of the difference above, times the average increase or decrease in the county per capita personal income for three years, including in the calculation the current year reported and the three immediately preceding years.

b. A qualified income tenant shall be qualified for protected tenancy status and the administrative agency shall send written notice of qualification to each qualified income tenant who is resident of the county, if the tenant:

(1) applied on or before the date of registration of conversion by the department;

(2) has an annual household income that does not exceed the maximum amount permitted for qualification, or is exempt from that income limitation by reason of age or disability; and

(3) has occupied the premises as the tenant's principal residence for at least 12 consecutive months next preceding the date of application.

c. The administrative agency, pursuant to subsection a. of this section, shall send a notice of denial with reasons to any tenant whom it determines to be ineligible. The administrative agency shall notify the owner of those tenants who are determined to be eligible and ineligible. The administrative agency, pursuant to subsection b. of this section, shall send a notice of denial with reasons to any tenant whom it determines not to be qualified. The administrative agency shall notify the owner of those tenants who are determined to be qualified or not qualified. The notice to the tenant under subsection a. or b. of this section shall also inform the tenant of the tenant's right to remain in the dwelling unit, until the owner has complied with the requirements of chapter 22 of Title 46A of the New Jersey Statutes, pertaining to comparable housing and included an explanation of the meaning of "comparable housing" as used in article 5 of this Title.

46A:28‑9. Registration of conversion; approval after proof of notice of eligibility to tenants. a. With respect to senior citizen tenants or disabled tenants, no registration of conversion shall be approved until the department receives proof that the administrative agency has made determinations in compliance with this chapter and notified all tenants who applied for protected tenancy status as senior citizen tenants or disabled tenants of their eligibility, or lack of eligibility, within the time frame prescribed in the notice required by subsection a. of N.J.S.46A:28-6. The proof shall be by affidavit or in any other form as required by the department.

b. With respect to qualified income tenants, no registration of conversion for a building located in a qualified county shall be approved until the department receives proof that the administrative agency has made determinations, in compliance with this chapter, and notified all tenants who applied for protected tenancy status as qualified income tenants of their qualification or denial of qualification within the time frame prescribed in the notice required by subsection b. of N.J.S.46A:28-6. The proof shall be by affidavit or in any other form as required by the department.

46A:28‑10. Rent increase restrictions. a. With regard to all protected tenants, in a municipality which does not have a rent control ordinance in effect, no evidence of increased costs including, but not limited to, any increase in financing or carrying costs that are solely the result of the conversion and do not add services or amenities not previously provided, may be used as a basis to establish the unconscionability of a rent increase under paragraph (2) of subsection a. of N.J.S.46A:15-1.

b. With regard to all protected tenants in a municipality which has a rent control ordinance in effect, a rent increase for a tenant with a protected tenancy status, or for any tenant to whom a demand for possession pursuant to paragraph (6) of subsection b. of N.J.S.46A:16-6 has been given, shall not exceed the increase authorized by the ordinance for rent-controlled units. Increased costs that are solely the result of a conversion including, but not limited to, any increase in financing or carrying costs, and do not add services or amenities not previously provided, may not be:

(1) passed directly through to any protected tenant as surcharges or pass-throughs tied to an increase in operational expenses on the rent;

(2) used as the basis for a rent increase for any protected tenant; or

(3) used as a basis for an increase in a fair return or hardship hearing with regard to any protected tenant before a municipal rent board or on any appeal from such determination.

46A:28‑11. Termination of protected tenancy; grounds. a.  Senior citizen tenants or disabled tenants. The administrative agency shall terminate the protected tenancy status of a senior citizen or disabled tenant immediately upon finding that the tenant's annual household income, or the average of the tenant's annual household income for the current year computed on an annual basis, and the tenant's annual household income for the two preceding years, whichever is less, exceeds an amount equal to three times the county per capita personal income, as last reported by the Department of Labor and Workforce Development on the basis of the United States Department of Commerce's Bureau of Economic Analysis data, or $50,000, whichever is greater. The department shall adjust the county per capita personal income to be used in this subsection if there is a difference of one or more years between (1) the year in which the last reported county per capita personal income was based and (2) the last year in which the tenant's annual household income is based. The department shall adjust the county per capita personal income by an amount equal to the number of years of the difference above, times the average increase or decrease in the county per capita personal income for three years, including in the calculation the current year reported and the three immediately preceding years.

b. The administrative agency shall terminate the protected tenancy status of a qualified income tenant if the tenant's annual household income exceeds the maximum amount permitted for qualification.

c. The administrative agency shall terminate the protected tenancy status of a senior citizen tenant, a disabled tenant, or a qualified income tenant immediately upon finding that the dwelling unit is no longer the principal residence of the tenant.

46A:28‑12. Termination of protected tenancy; eviction; alternative eligibility. a. Upon the termination of the protected tenancy status of any tenant under this chapter, that tenant may be evicted from the dwelling unit pursuant to article 5 of Title 46A of the New Jersey Statutes, except that all timeframes set forth in any notices or demands for possession in accordance with chapter 16 of this Title shall be calculated and extended from the date of the expiration or termination of the protected tenancy period, or the date of the expiration of the last lease entered into with that tenant during the protected tenancy period, whichever is later; provided, however, that any qualified income tenant who is also protected as a senior citizen tenant or disabled tenant under this chapter shall continue to be protected under the provisions of this chapter, pertaining to senior citizen tenants and disabled tenants, and any senior citizen or disabled tenant who is also protected as a qualified income tenant under this chapter shall continue to be protected under the provisions of this chapter, pertaining to qualified income tenants.

b. If the administrative agency determines, pursuant to this chapter, that a tenant is no longer qualified for the tenant's then-current protected tenancy status, the administrative agency shall proceed in the case of the senior citizen tenant or disability tenant to determine the qualification of that tenant as a qualified income tenant, or in the case of the qualified income tenant, to determine the eligibility of that tenant as a senior citizen tenant or disability tenant. If the administrative agency or officer does not also administer the provisions governing the alternative protected tenancy status being considered, the administrative officer shall refer the case to the appropriate administrative agency for such determination. If the tenant is found to be eligible for a different kind of protected tenancy status, a protected tenancy status shall be continued for that tenant. The protected tenancy status of the tenant shall remain in full force pending determination of the tenant's eligibility for an alternative protected tenancy status.

46A:28‑13. Obligation to investigate status of qualified income tenant. Upon presentation to an administrative agency of credible evidence that a tenant is no longer qualified or eligible for a protected tenancy status under this chapter, the administrative agency shall proceed, in accordance with such regulations and procedures as the department shall adopt and prescribe for use in such cases, to investigate and make a determination as to the continuance of the tenant's then current protected tenancy status.

46A:28‑14. Termination upon purchase of unit. In the event that a senior citizen tenant, disabled tenant, or qualified income tenant purchases the dwelling unit that the tenant occupies, the protected tenancy status shall terminate immediately upon the purchase.

46A:28‑15. Informing prospective purchasers of conversion. Any public offering statement for a conversion as required by "The Planned Real Estate Development Full Disclosure Act," P.L.1977, c.417 (C.45:22A-21 et seq.), shall clearly inform the prospective purchaser of the provisions of this chapter, including but not limited to, the provisions concerning eviction, rent increases, and leases, and the protection of senior citizen tenants, disabled tenants, and qualified income tenants and the needs of those tenants for comparable housing. Any contract or agreement for sale of a converted unit shall contain a clause, in 10-point bold type or larger, that the contract or agreement is subject to the terms of this chapter concerning eviction and rent increases, the protection of senior citizen tenants, disabled tenants, and qualified income tenants, and the needs of those tenants for comparable housing, and an acknowledgement that the purchaser has been informed of these terms.

46A:28‑16. Municipal fee for services required by this chapter. A municipality is authorized to charge an owner a fee, which may vary according to the size of the building, to cover the cost of providing the services required by this chapter.

46A:28‑17. Actions for eviction of qualified income tenants; unaffected by this chapter. Nothing in this chapter shall be deemed to prevent a court from evicting a qualified income tenant from a dwelling unit that is located in a qualified county, or a senior citizen or disabled tenant from any dwelling unit for good cause under chapter 15 of this Title shown not to be related to conversion of the building to a condominium or cooperative under subsection h. of N.J.S.46A:15-1, so long as the eviction complies with article 5 of this Title.

46A:28‑18. Rules; regulations. The commissioner may adopt regulations to effectuate the purposes of this chapter, in accordance with the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.).

46A:28‑19. Liberal construction of chapter. This chapter shall be liberally construed to effectuate its purposes.

ARTICLE 8. RECEIVERSHIP AND COURT-APPOINTED ADMINISTRATOR OF SUBSTANDARD RESIDENTIAL RENTAL PREMISES

CHAPTER 29. RECEIVERSHIP

46A:29‑1. Definitions.

46A:29‑2. Summary action to appoint receiver.

46A:29‑3. Contents of complaint.

46A:29‑4. Service of complaint; notice.

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46A:29‑1. Definitions. For purposes of this chapter:

"Agency" means the New Jersey Housing and Mortgage Finance Agency, established pursuant to P.L1983, c.530 (C.55:14K-1 et seq.).

"Building" means any building or structure, and the land appurtenant thereto, in which at least half of the net square footage of the building is used for residential purposes. Building shall not include any one to four unit residential building in which the owner occupies one of the units as a principal residence.

"Code" means any housing, property maintenance, fire, or other public safety code applicable to a residential building, whether enforced by the municipality or by a State agency.

"Lienholder" or "mortgage holder" means any entity holding a note, mortgage or other interest secured by the building or any part thereof.

"Owner" means the holder or holders of title to a residential building.

"Party in interest" means: (1) any mortgage holder, lien holder, or secured creditor of the owner; (2) any tenant living in the building; (3) any entity designated by more than 50 percent of the tenants living in the building as their representative; (4) the public officer; or (5) a non-profit entity providing community services in the municipality in which the building is located.

"Plaintiff" means a party in interest or a qualified entity that files a complaint pursuant to N.J.S.46A:29-2.

"Public officer" means an officer of the municipality appropriately qualified to carry out the responsibilities set forth in this chapter and designated by resolution of the governing body of the municipality in which the building is located, except that in municipalities that have adopted the "mayor-council plan" of the "Optional Municipal Charter Law," P.L.1950, c.210 (C.40:69A-1 et seq.), the public officer shall be designated by the mayor.

"Qualified entity" means any person or entity registered with the department on the basis of having demonstrated knowledge and substantial experience in the operation, maintenance, and improvement of residential buildings.

"Tenant" means a household that legally occupies a dwelling unit in a residential building.

46A:29‑2. Summary action to appoint receiver. a. A party in interest or qualified entity in the Superior Court in the county where the building is located may commence a summary action to appoint a receiver to take charge and manage a building. The receiver shall be under the direction and control of the court and shall have full power over the property and may, upon appointment and subject to this chapter, commence and maintain proceedings for the conservation, protection, or disposal of the building, or any part thereof, as the court deems proper.

b. A building shall be eligible for receivership if it meets one of the following criteria as proved by plaintiff:

(1) as of the date of the filing of the complaint with the court, the building endangers the health and safety of the tenants in violation of any State or municipal code, and for at least 90 days preceding the date of the filing of the complaint, the violation or violations have persisted unabated; or

(2) the building is the site of a clear and convincing pattern of recurrent code violations, which may be shown by proofs that the building has been cited for such violations at least four separate times within the 12 months preceding the date of the filing of the complaint, or six separate times in the two years prior to the date of the filing of the complaint, and the owner has failed to oppose the relief sought in the complaint consistent with section 46A:29-7.

c. A court, upon a determination that the conditions set forth in paragraph (1) or (2) of subsection b. of this section have been met, shall appoint a receiver with the powers as are authorized in this chapter or which, in the court's determination, are necessary to remove or remedy any condition that is a serious threat to the life, health, or safety of the building's tenants or occupants.

46A:29‑3. Contents of complaint. a. A complaint filed with the court shall include:

(1) a statement of the grounds for relief;

(2) documentation of the conditions that form the basis for the complaint; and

(3) evidence that the owner received notice of the conditions that form the basis for the complaint and failed to take adequate and timely action to remedy those conditions.

b. With respect to a building in which there are nonresidential premises including, but not limited to, commercial or office floor space, the complaint shall provide explicit justification for the inclusion of the nonresidential premises in the scope of the receivership order. If the explicit justification is absent, the court shall exclude the nonresidential premises from the scope of the receiver's duties and powers.

c. The complaint may include a recommendation of the receiver to be appointed.

46A:29‑4. Service of complaint; notice. a. The plaintiff shall serve the complaint and any accompanying affidavits or certifications upon:

(1) the parties in interest;

(2) the current owner of the property; and

(3) the mortgage holders and lienholders of record, determined by a title search and in accordance with the Rules Governing the Courts of the State of New Jersey.

b. Unless a tenant has been provided with written notice to the contrary or the plaintiff has knowledge to the contrary, the business address at which the owner or the owner's agent is served shall be the address the owner provides the commissioner when registering the property pursuant to section 12 of P.L.1967, c.76 (C.55:13A-12).

c. On or before the tenth day prior to service of the complaint, the plaintiff shall mail to the public officer and the agency, by registered mail or certified mail, return receipt requested, notification of its intent to commence an action under this chapter. If the municipality has not designated a municipal officer for the purposes of this chapter, the plaintiff shall mail the notice to the municipal clerk.

46A:29‑5. Receipt of notice; determination of ownership. a.  Immediately upon receipt of notice from a plaintiff in a receivership proceeding pursuant to this chapter, the agency shall determine whether a limited partnership established pursuant to an allocation of low income housing tax credits by the agency or any other project over which the agency has regulatory control owns the building.

b. If the building is owned by such a limited partnership, the agency shall, within 30 days of receiving the notice, provide a copy to each limited partner of the limited partnership by registered mail or certified mail, return receipt requested.

c. A limited partner in a limited partnership established pursuant to an allocation of low income housing tax credits by the agency shall have the same rights and remedies under this chapter as a lienholder.

46A:29‑6. Summary proceeding; intervention. a. The court shall act in a summary manner upon any complaint submitted pursuant to N.J.S.46A:29-2.

b. At the discretion of the court, any party in interest may intervene in the proceeding and be heard with regard to the complaint, the requested relief, or any other matter which may come before the court in connection with the proceedings.

c. Any party in interest may present evidence to support or contest the complaint at the hearing.

46A:29‑7. Grounds for dismissal of complaint. a. The court may dismiss the complaint if:

(1) the owner opposes the relief sought in the complaint brought under paragraph (2) of subsection b. of N.J.S.46A:29-2, and demonstrates, by a preponderance of the evidence, that repairs of an appropriate standard of workmanship and materials were made in a timely fashion to correct each of the violations cited, and that the overall level of maintenance and provision of services to the building is of adequate standard;

(2) the complaint is brought by a tenant of the building which is the subject of the complaint and that tenant is in default of any material obligation under this Title; or

(3) the court finds that the preponderance of the violations that are the basis of a complaint brought under paragraph (2) of subsection b. of N.J.S.46A:29-2 are of a minor nature and do not impair the health, safety, or general welfare of the tenants or neighbors of the property.

b. Within 10 days of filing the complaint, the plaintiff shall file a notice of lis pendens with the county recording officer of the county where the building is located.

46A:29‑8. Appointment of receiver; abatement plan; payment of taxes, liens, and maintenance expenses. a. If the court determines, after its summary hearing, that the grounds for relief set forth pursuant to N.J.S.46A:29-3 have been established, the court may appoint a receiver and grant such other relief as may be determined to be necessary and appropriate. The court shall select as the receiver the mortgage holder, lienholder, or a qualified entity, as defined pursuant to N.J.S.46A:29-1. If the court cannot identify a receiver, the court may appoint any party who, in its judgment, may not have registered with the department pursuant to N.J.S.46A:29-28, but otherwise fulfills the qualifications of a qualified entity.

b. If the court determines, after its summary hearing, that the grounds for relief set forth in N.J.S.46A:29-3 have been established, but the owner presents a plan, in writing, to the court demonstrating that the conditions leading to the filing of the complaint will be abated within a reasonable period, which plan is found by the court to be reasonable, then the court may enter an order providing that in the event the conditions are not abated by a specific date, including the completion of specific remedial activities by specific dates, or if the conditions recur within a specific period established by the court, then an order granting the relief as requested in the complaint shall be granted. As a condition of the order, the court may require the owner to post a bond in such an amount that the court, in consultation with the party bringing the complaint and the public officer, determines to be reasonable, which shall be forfeited if the owner fails to meet the conditions of the order.

c. Any sums advanced or incurred by a mortgage holder or lienholder acting as receiver pursuant to this section for the purpose of making improvements to the property, including court costs and reasonable attorneys' fees, may be added to the unpaid balance due the mortgage holder or lienholder subject to interest at the same rate set forth in the note or security agreement.

d. Nothing in this section shall be deemed to relieve the owner of the building of any obligation of the owner or any other person for the payment of taxes or other municipal liens and charges, mortgages, or liens to any party, whether those taxes, charges, or liens are incurred before or after the appointment of the receiver.

e. The appointment of a receiver shall not suspend any obligation of the owner as of the date of the appointment of the receiver for payment of operating or maintenance expenses associated with the building, whether or not billed at the time of appointment. Any such expenses incurred after the appointment of the receiver shall be the responsibility of the receiver.

46A:29‑9. Denial of mortgage holder or lienholders rights or remedies. Notwithstanding any provision in this chapter to the contrary, a court may, in its discretion, deny a lienholder or a mortgage holder any or all rights or remedies afforded lienholders and mortgage holders under this chapter, if the court finds that the owner of the building owns or controls more than a 50 percent interest in, or effective control of, the lienholder or mortgage holder, or that the familial or business relationship between the lienholder or mortgage holder and the owner precludes a separate interest of the lienholder or mortgage holder.

46A:29‑10. Submission of plan by receiver. a. Within 60 days following the order appointing a receiver pursuant to N.J.S.46A:29-8, the receiver shall submit to the court a plan for the operation and improvement of the building. A copy of the plan shall also be provided to the owner, all parties in interest that participated in the hearing, and the clerk of the municipality in which the building is located.

b. The receiver's plan shall:

(1) enumerate the insurance coverage to be purchased by the receiver including, but not limited to, surety bonds in an amount sufficient to guarantee compliance with the terms and conditions of the receivership and in accordance with rules and regulations adopted by the commissioner pursuant to N.J.S.46A:29-28;

(2) to the extent feasible, take into account a recent appraisal of the property, as well as income and expense statements for at least the preceding two years, which shall be provided by the owner, to the extent the information is available, in an expeditious manner; and

(3) include the following:

(a) an estimate of the cost of the labor, materials, and any other costs that are required to bring the property up to applicable codes and standards and abate any nuisances that gave rise to the appointment of the receiver;

(b) an estimate of the income and expenses of the building and property after the completion of the repairs and improvements;

(c) the cost of paying taxes and other municipal charges; and

(d) the terms, conditions and availability of any financing that is necessary in order to allow for the timely completion of the work outlined in subparagraph (a) of paragraph (3) of this subsection.

c. If the receiver's plan was submitted at the time of the hearing, the receiver thereafter may amend the plan and submit a revised plan to the court pursuant to this section.

d. The court shall approve or disapprove the plan with or without modifications and, in any proceeding involving the receivership, may consult with the commissioner.

46A:29‑11. Bond, surety, insurance posted by receiver. a.  Upon appointment, the receiver shall post a bond or other surety or insurance in accordance with the plan approved by the court pursuant to N.J.S.46A:29-10.

b. The receiver shall immediately thereafter take possession of the building and any other property subject to the receivership order and, subject to court approval of the bond, surety, or insurance, be authorized to exercise all powers delegated by this chapter, except that the receiver shall not undertake major non-emergent improvements to the property prior to approval of the receiver's plan by the court.

46A:29‑12. Removal of receiver. A receiver may be removed by the court at any time upon the request of the receiver or upon a showing by a party in interest that the receiver is not carrying out its responsibilities under this chapter. The court may hold a hearing prior to removal of a receiver under this section.

46A:29‑13. Filing, continuation of foreclosure unaffected by appointment of receiver. a. Neither the filing of a complaint nor the appointment of a receiver under this chapter shall stay the filing or continuation of an action to foreclose a mortgage or lien on the building or to sell the property for delinquent taxes or unpaid municipal liens.

b. In the event that the ownership of the building changes as a result of the foreclosure while a receiver is in possession, including possession by the municipality pursuant to a tax foreclosure action, the property shall remain subject to the receivership and the receiver shall remain in possession and shall retain all powers delegated by the action, unless and until the receivership is terminated under this chapter.

46A:29‑14. Powers and duties of receiver. The receiver shall have all powers and duties necessary or desirable for the efficient operation, management, and improvement of the building in order to remedy all conditions constituting grounds for receivership under this chapter. Such powers and duties shall include the power to:

a. take possession and control of the building, appurtenant land, and any personal property of the owner used with respect to the building, including any bank or operating account specific to the building;

b. collect rents and all outstanding accounts receivable, subject to the rights of lienholders, except where affected by court action pursuant to this chapter;

c. pursue all claims or causes of action of the owner with respect to the building and other property subject to the receivership;

d. contract for the repair and maintenance of the building on reasonable terms, including the provision of utilities to the building; provided that:

(1) if the receiver falls within the definition of a contracting unit pursuant to section 2 of P.L.1971, c.198 (C.40A:11-2), a contract entered into by the receiver shall not be subject to any legal advertising or bidding requirements, but the receiver shall solicit at least three bids or proposals, as appropriate, with respect to any contract in an amount greater than $2,500;

(2) if the receiver enters into contracts or agreements with tenants or persons who are members of the receiver entity, the contracts or agreements shall be appropriately documented and included in the receiver's expenses under this chapter; and

(3) if the receiver contracts for any service with an entity with which it has an identity of interest relationship, the receiver shall first disclose that relationship to the court, the owner, and the parties in interest;

e. borrow money and incur debt in order to preserve, insure, manage, operate, repair, improve, or otherwise carry out its responsibilities under the terms of the receivership;

f. purchase materials, goods, and supplies to operate, maintain, repair, and improve the building;

g. enter into new rental contracts and leases for vacant units and renew existing contracts and leases on reasonable terms for periods not to exceed one year;

h. affirm, renew or enter into contracts for insurance coverage on the building;

i. retain and, subject to court approval, pay legal, accounting, appraisal, and other professionals to aid in carrying out the purposes of the receivership;

j. evict or commence eviction proceedings against tenants for good cause in accordance with the eviction article of this Title when necessary and prudent, notwithstanding the condition of the building; and

k. sell the building in accordance with this chapter.

46A:29‑15. Responsibilities of receiver in possession of the building. While in possession of the building, the receiver shall:

a. maintain, safeguard, and insure the building;

b. apply all revenue generated from the building consistent with the purposes of this chapter and the provisions of the plan submitted to and approved by the court; provided that in the case of an officer or agent of a municipality acting as a receiver pursuant to section 1 of P.L.1942, c.54 (C.54:5-53.1), no revenue shall be applied to any arrears in property taxes or other municipal liens until or unless the municipal officer or agent finds that any material conditions found to exist by the court, pursuant to N.J.S.46A:29-8, have been abated, and that the building has remained free of any such conditions for a period of no less than six months of that certification;

c. implement the plan and, to the extent the receiver determines that any provision of the plan cannot be implemented, submit amendments to the plan to the court, with notice to the parties in interest and the owner; and

d. submit reports as the court may direct and provide a copy of those reports to the parties in interest and the owner. The reports may include:

(1) a copy of any contract entered into by the receiver regarding repair or improvement of the building, including any documentation required under N.J.S.46A:29-14;

(2) a report of the lease and occupancy status of each unit in the building and any actions taken with respect to any tenant or lease;

(3) an account of the disposition of all revenues received from the building;

(4) an account of all expenses and improvements;

(5) the status of the plan and any amendments thereto;

(6) a description of actions proposed to be taken during the next six months with respect to the building; and

(7) itemization of any fees and expenses that the receiver incurred for which it is entitled to payment, pursuant to N.J.S.46A:29-17, which were not paid during the period covered by the report, or which have remained unpaid since the beginning of the receivership.

46A:29‑16. Authorization to borrow money and incur indebtedness. a. The receiver may borrow money and incur indebtedness in order to preserve, insure, manage, operate, repair, improve, or otherwise carry out its responsibilities under the terms of the receivership.

b. With the approval of the court, after notice to the owner and all parties in interest, the receiver may secure the payment of any borrowing or indebtedness under subsection a. of this section by a lien or security interest in the building or other assets subject to the receivership.

c. Where the borrowing or indebtedness is for the express purpose of making improvements to the building or other assets subject to the receivership, the court, after notice to the owner and all parties in interest, may authorize the receiver to grant a lien or security interest not in excess of the amount necessary for the improvements with priority over all other liens or mortgages, except for municipal liens. Prior to granting the receiver's lien priority over other liens or mortgages, the court shall find that:

(1) the receiver sought to obtain the necessary financing from the senior lienholder, which declined to provide such financing on reasonable terms;

(2) the receiver sought to obtain a voluntary subordination from the senior lienholder, which refused to provide such subordination; and

(3) lien priority is necessary in order to induce another lender to provide financing on reasonable terms. No lien authorized by the court shall take effect unless recorded in the recording office of the county in which the building is located.

d. For the purposes of this section, the cost of improvements shall include reasonable non-construction costs, such as architectural fees or building permit fees, customarily included in the financing of the improvement or rehabilitation of residential property incurred by the receiver in connection with the improvements.

46A:29‑17. Expenses and fees; liability. a. The receiver shall be entitled to necessary expenses and to a reasonable fee to be determined by the court. The expenses incurred by a receiver in removing or remedying a condition pursuant to this chapter shall be met by the rents collected by the receiver or any other moneys made available for those purposes.

b. Nothing in this chapter shall be deemed to relieve the owner of the building of any civil or criminal liability or any duty imposed by reason of acts or omissions of the owner.

c. The activities of the receiver being appropriate and necessary to carry out a public purpose, the personnel, facilities, and funds of the municipality may be made available to the receiver at the discretion of the municipality for the purpose of carrying out the duties as receiver. The cost of those services shall be deemed a necessary expense of the receiver, and the receiver shall reimburse the municipality to the extent that funds are reasonably available for that purpose.

d. If the party in interest bringing a receivership action pursuant to N.J.S.46A:29-2 is the public officer, the municipality shall be entitled to its costs in filing an application and reasonable attorneys' fees, to be determined by the court, which may be a lien against the premises and collectible as otherwise provided under law.

46A:29‑18. Release of municipal liens. Upon the receiver's request following notice by the receiver to the owner of the property, any municipality may, by order of the county board of taxation, release any outstanding municipal liens on any property subject to a receivership order under this chapter. In responding to such requests, the board shall balance the effect of releasing the lien on the municipality's finances with its effect on the preservation of the building as sound affordable housing. The owner of the property shall be personally liable for payment of the tax or other municipal charge secured by the lien.

46A:29‑19. Order for sale of building. Upon application of the receiver, the court may order the sale of the building if it finds that:

a. notice was given to each current record owner of the building, each mortgagee or lienholder of record, and any other party in interest;

b. the receiver has been in control of the building for more than one year at the time of application and the owner has not successfully petitioned for reinstatement under N.J.S.46A:29-23; and

c. the sale would promote the sustained maintenance of the building as sound, affordable housing, consistent with codes and safety requirements.

46A:29‑20. Application to court; proposal for sale of building. In its application to the court, the receiver shall specify the manner in which it proposes the building be sold, which alternatives shall include, but not be limited to, a sale as follows:

a. on the open market to an entity qualified to own and operate multifamily rental property;

b. at a negotiated price to a not-for-profit entity qualified to own and operate multifamily rental property;

c. to an entity for the purpose of conversion of the property to condominium or cooperative ownership, pursuant to the provisions of "The Planned Real Estate Development Full Disclosure Act," P.L.1977, c.419 (C.45:22A-21), provided that this option shall not be approved, except in writing by a majority of the tenants of the building, and that, notwithstanding any provision of "The Planned Real Estate Development Full Disclosure Act," P.L.1977, c.419 (C.45:22A-21), no tenant in residence prior to the date the plan of conversion is approved by the court shall be subject to eviction by reason of that conversion; or

d. in the case of a one to four family building, to a household, including an existing tenant, that will occupy one of the units as an owner-occupant.

46A:29‑21. Owner of party in interest may see dismissal of application to sell property; authorization to sell free and clear of liens, claims, and encumbrances. a. Upon application by the receiver to sell the property, the owner or any party in interest may seek to have the receiver's application to sell the property dismissed and the owner's rights reinstalled upon a showing that the owner meets all of the conditions set forth in N.J.S.46A:29-24 and such other conditions that the court may establish. In setting the conditions for reinstatement, the court shall invite recommendations from the receiver.

b. In connection with the sale, the court may authorize the receiver to sell the building free and clear of liens, claims, and encumbrances, in which event all such liens, claims, and encumbrances, including tax and other municipal liens, shall be transferred to the proceeds of sale with the same priority as existed prior to resale in accordance with N.J.S.46A:29-22.

46A:29‑22. Distribution of proceeds from sale. Upon approval by the court, the receiver shall sell the property on such terms and at such price as the court shall approve, and may place the proceeds of sale in escrow with the court, except that unpaid municipal liens shall be paid from the proceeds of the sale. The court shall order a distribution of the proceeds of sale after paying court costs in the following order of priority, after which the court shall remit the remaining proceeds to the owner:

a. The reasonable costs and expenses of sale actually incurred.

b. Municipal liens pursuant to R.S.54:5-9.

c. Repayment of principal and interest on any borrowing or indebtedness incurred by the receiver and granted priority lien status pursuant to subsection c. of N.J.S.46A:29-16.

d. Other valid liens and security interests, including governmental liens, in accordance with their priority. Valid liens and security interests also include those based on any costs and expenses incurred by the municipality as a receiver. However, with respect to non-governmental liens, those duly recorded prior to the filing of the lis pendens notice by the receiver.

e. Any fees and expenses of the receiver not otherwise reimbursed during the pendency of the receivership in connection with the sale or the operation, maintenance, and improvement of the building, and documented by the receiver as set forth in paragraph (7) of subsection d. of N.J.S.46A:29-15.

f. Any costs and expenses incurred by parties in interest in petitioning the court for receivership.

g. Any accounts payable or other unpaid obligations to third parties from the receivership.

46A:29‑23. Petition for termination of receivership and reinstatement of owner's rights. a. The owner may petition for termination of the receivership and reinstatement of the owner's rights at any time by providing notice to all parties in interest, unless the court shall establish a minimum duration for the receivership in the order appointing the receiver, which shall not exceed one year. The owner shall provide timely notice of the petition to the receiver and to all parties in interest. The court shall schedule a hearing on any such petition.

b. Prior to holding a hearing on the owner's petition, the court shall request a report from the receiver with its recommendations for action with respect to the owner's petition.

46A:29‑24. Grounds for granting petition. a. After reviewing the receiver's recommendations and holding a hearing, the court may grant the owner's petition if it finds that:

(1) the owner's petition offers credible assurances that those elements of the plan which remain will be achieved by the owner within the time frame consistent with the plan submitted by the receiver and approved by the court;

(2) the owner has paid or deposits with the court all funds required to meet all obligations of the receivership, including all fees and expenses of the receiver, except as provided in subsection c. of this section;

(3) the owner agrees to assume all legal obligations, including repayment of indebtedness incurred by the receiver for repairs and improvements to the building resulting from the receivership;

(4) the owner has paid all municipal property taxes, other municipal liens, and costs incurred by the municipality in connection with bringing the receivership action;

(5) the owner posts a bond or other security in an amount determined to be reasonable by the court in consultation with the receiver and the public officer, but not in excess of 50 percent of the fair market value of the property, which shall be forfeited in the event of any future code violation materially affecting the health or safety of tenants or the structural or functional integrity of the building. Forfeiture shall be in the form of a summary proceeding, initiated by the municipal officer who shall provide evidence that such a code violation has occurred and has not been abated within 48 hours of notice, or such additional period of time as may be allowed by the court for good cause, and shall be in the amount of 100 percent of the cost of abating the violation for the first violation, 150 percent of the cost of abating the violation for the second violation, and 200 percent of the cost of abating the violation for any subsequent violation. The owner may seek approval of the court to be relieved of this requirement after five years, which shall be granted if the court finds that the owner has maintained the property in good repair during that period, that no material violations affecting the health and safety of the tenants have occurred during that period, and that the owner has remedied other violations in a timely and expeditious fashion; and

(6) the reinstatement of the owner is in the interest of the public, taking into account the prior history of the building and other buildings within the municipality currently or previously controlled by the owner.

b. The court may waive the requirement for a bond or other security for good cause where it finds that such a waiver will not impair the rights or interests of the tenants of the building.

c. The court may establish additional requirements as conditions of reinstatement of the owner's rights as it determines reasonable and necessary to protect the interest of the tenants and the residents of the neighborhood.

d. Where the owner has conveyed the property to another entity during the pendency of the receivership and the petition for reinstatement is brought by the new owner, the new owner shall be subject to this section, unless the court finds compelling grounds that the public interest will be better served by a modification of any of these provisions; provided that where the new owner is a lienholder that obtained the property through foreclosure or through grant of a deed in lieu of foreclosure that owner shall not be subject to this section, but may seek to terminate the receivership by filing a petition for termination of the receivership pursuant to N.J.S.46A:29-26.

46A:29‑25. Reinstatement of owner's rights; receiver to monitor property as condition of reinstatement; failure to comply with conditions. a. The court may require as a condition of reinstatement of the owner's rights that the receiver or other qualified entity remain in place as a monitor of the condition and management of the property for such period as the court may determine, and the court may require such reports at such intervals as it deems necessary and appropriate from the monitor. The court may require the owner to pay a fee to the monitor in such amount as the court may determine.

b. In the event of the owner's failure to comply with the conditions established for reinstatement of the owner's rights or evidence of recurrence of any of the conditions for receivership set forth in N.J.S.46A:29-2, the receiver, monitor, or any party in interest may petition the court for reinstatement of the receivership at any time, which may be granted by the court in a summary manner after notice to the parties and a hearing, if requested by any of the parties. If the court reinstates the receivership, the entire bond or other security shall be forfeited and shall be provided to the receiver for the operation and improvement of the property.

46A:29‑26. Termination of receivership. a. Upon request of a party in interest or the receiver, the court may order the termination of the receivership if it determines:

(1) the conditions that were the grounds for the complaint and all other code violations have been abated or corrected, the obligations, expenses, and improvements of the receivership, including all fees and expenses of the receiver, have been fully paid or provided for, and the purposes of the receivership have been fulfilled;

(2) the mortgage holder or lienholder has requested the receivership be terminated and has provided adequate assurances to the court that any remaining code violations or conditions that constituted grounds for the complaint will be promptly abated, the obligations, expenses, and improvements of the receivership, including all fees and expenses of the receiver, have been fully paid or provided for, and the purposes of the receivership have been or will promptly be fulfilled, in which case any money incurred or advanced by a mortgage holder or lienholder pursuant to this section, including court costs and reasonable attorneys' fees, may be added to the unpaid balance due the mortgage holder or lienholder, with interest calculated at the same rate set forth in the note or security agreement;

(3) a new owner who was formerly a mortgage holder or lienholder and who has obtained the property through foreclosure or through grant of a deed in lieu of foreclosure has requested that the receivership be terminated and has provided adequate assurances to the court that any remaining code violations or conditions that constituted grounds for the complaint will be promptly abated, the obligations, expenses, and improvements of the receivership, including all fees and expenses of the receiver, have been fully paid or provided for, and the purposes of the receivership have been or will promptly be fulfilled, in which case the former owner of the property shall be personally liable for payment to the new owner of any costs incurred by the new owner to cover the obligations, expenses, and improvements of the receiver;

(4) the building has been sold and the proceeds distributed in accordance with N.J.S.46A:29-22; or

(5) the receiver has been unable, after diligent effort, to present a plan that the court can appropriately approve, is unable to implement a plan the court previously approved, or is unable for any other reason to fulfill the purposes of the receivership.

b. In all cases under this section, the court may impose such conditions on the owner or other entity taking control of the building upon the termination of receivership that the court deems necessary and desirable in the interest of the tenants and the neighborhood in which the building is located including, but not limited to, those that may be imposed on the owner under N.J.S.46A:29-24; except, however, that a new owner who was formerly a mortgage holder, lienholder, or an affiliate thereof, who has obtained the property through foreclosure or through grant of a deed in lieu of foreclosure, and who demonstrates sufficient financial responsibility to the court shall not be required to post a bond.

46A:29‑27. Fund for making grants or loans to receivers. a. Subject to the availability of money in the "New Jersey Affordable Housing Trust Fund," established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320), the department may set aside from that fund up to four million dollars per year to establish a Preservation Loan Revolving Fund for the purpose of making grants or loans to receivers to implement plans, which are consistent with rules and regulations adopted by the commissioner pursuant to N.J.S.46A:29-28.

b. The department shall establish terms for providing loans from the Preservation Loan Revolving Fund, including below market interest rates, deferred payment schedules, and other provisions that will enable these funds to be used effectively for any of the purposes of receivership in situations where a receiver cannot borrow funds on conventional terms without imposing hardship on the tenants or potentially impairing the purposes of the receivership.

c. The department may make grants or loans, as the case may be, from the Preservation Loan Revolving Fund in connection with any property that is under receivership pursuant to this chapter in order to further the purposes of this chapter.

d. In making grants under this section, the agency shall seek to assist a small number of entities that are geographically distributed among those areas with the greatest need in order to develop a high level of capacity and benefit from economies of scale in the conduct of property management and receivership activities.

46A:29‑28. Rules and regulations. a. The commissioner shall adopt rules and regulations, pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), concerning registration of qualified entities including, but not limited to setting forth minimum amounts of insurance coverage, by category, to be maintained on buildings under their control by receivers appointed pursuant to the this chapter, and the governing of surety bonds, which a receiver shall execute and file guaranteeing compliance with the terms and conditions of the receivership and any other provisions of this chapter.

b. The commissioner may provide for a waiver or adjustment of any of these requirements upon finding that the requirement would prevent an entity, that is otherwise fully qualified to act as a receiver, from being appointed receiver, so long as that entity can demonstrate a sufficient level of financial responsibility.

CHAPTER 30. COURT-APPOINTED ADMINISTRATOR

46A:30‑1. Definitions.

46A:30‑2. Deposit of rent into court.

46A:30‑3. Grounds for action.

46A:30‑4. Commencement of action; service and notice of petition.

46A:30‑5. Contents of petition.

46A:30‑6. Defenses to action.

46A:30‑7. Judgment; deposit of rents with clerk of court.

46A:30‑8. Deposits of rent with court; right to collect rent from tenant void.

46A:30‑9. Order permitting performance of work in lieu of judgment.

46A:30‑10. Accounts of receipts and expenditures; presentation or settlement; notice.

46A:30‑11. Compensation of administrator; bond.

46A:30‑12. Waiver of provisions of chapter.

46A:30‑1. Definitions. For purposes of this chapter:

"Dwelling" means and includes all rental premises or units used for dwelling purposes, except owner-occupied premises with not more than two rental units.

"Housing space" means that portion of a dwelling, rented or offered for rent for living or dwelling purposes, in which cooking equipment is supplied, and includes all privileges, services, furnishings, furniture, equipment, facilities, and improvements connected with the use or occupancy of such portion of the property. The term does not mean or include public housing or dwelling space in any hotel, motel, or established guest house, commonly regarded as a hotel, motel, or established guest house, as the case may be, in the community in which it is located.

"Owner" means the holder or holders of the title in fee simple.

"Party in interest" means any individual, association or corporation who has an interest of record in, and is in actual possession of, a dwelling, and any person authorized to receive rents payable for housing space in a dwelling.

"Public officer" means an officer, board, or body, or more than one, authorized by the governing body of a municipality to supervise the physical condition of dwellings within such municipality pursuant to this chapter.

"State housing code" means the code adopted by the Department of Community Affairs pursuant to N.J.S.46A:32-1 et seq.

"Substandard dwelling" means any dwelling determined to be substandard by the public officer.

"Utility company" means a public utility, as defined in R.S.48:2-13, or a municipality, county, water district, authority, or other public agency, which provides electric, gas, or water utility service.

46A:30‑2. Deposit of rent into court. a. A public officer or any tenant of a dwelling may commence an action for a judgment directing the deposit of rents into court and their use for the purpose of remedying conditions in substantial violation of the standards of fitness for human habitation established under the State or local housing codes or regulations.

b. A public officer, a tenant whose utility service is diverted, or a utility company may commence an action for a judgment directing the deposit of rents into court and their use for correcting any wrongful diversion of utility service in a dwelling.

c. The place of trial of the proceeding, commenced in accordance with subsection a. or b. of this section, shall be within the county where the real property or a portion thereof for which the rents are paid is located, except that in cases involving real property located in municipalities in counties of the first class that have established full-time municipal housing courts, the proceedings may be brought in the municipal housing court of the municipality in which the property is located.

46A:30‑3. Grounds for action. a. A public officer or any tenant occupying a dwelling may commence an action, as provided in this chapter, upon the ground that there exists in the dwelling or housing space a lack of heat, running water, light, electricity, adequate sewage disposal facilities, or any other condition in substantial violation of the standards of fitness for human habitation established under the State or local housing or health codes or regulations, or any other condition dangerous to life, health, or safety.

b. A public officer, a tenant whose utility service has been diverted, or a utility company providing electric, gas, or water utility service to a dwelling may commence an action as provided in this chapter upon the grounds that:

(1) an owner or other party has wrongfully diverted electric, gas or water utility service from a tenant of the dwelling, or used electric, gas, or water utility service that is being charged to the tenant without the tenant's consent, and

(2) that the owner has been notified, in writing by certified mail, return receipt requested, by a public officer, a tenant whose utility service has been diverted, or a utility company, of the wrongful diversion or lack of consent for the use, and the owner has failed to take necessary action to correct or eliminate the wrongful diversion or use within 30 days of receipt of the notice. If an owner fails or refuses to accept a notice sent by certified mail, the date of receipt shall be deemed the third day after mailing, provided the notice was sent to the owner at an address to which the owner's utility bills or municipal tax bills are sent.

46A:30‑4. Commencement of action; service and notice of petition. a. Service and notice of a petition shall commence a proceeding as provided by this chapter. Only a judge or the clerk of the court may issue a notice of petition.

b. Notice of the proceeding shall be given to a non-petitioning tenant occupying the dwelling by affixing a copy of the petition upon a conspicuous part of the subject dwelling.

46A:30‑5. Contents of petition. The petition shall:

a. set forth material facts showing the existence in the dwelling or housing space of one or more of the following:

(1) a lack of heat, running water, light, electricity, or adequate sewage disposal facilities;

(2) a wrongful diversion of electric, gas, or water utility service by the owner or other party from the tenant of the dwelling without the consent of the tenant;

(3) the use by the owner or other party in the dwelling, without the tenant's consent, of electric, gas, or water utility service that is being charged to the tenant;

(4) any other condition in substantial violation of the standards of fitness for human habitation established under the State or local housing or health codes or regulations; or

(5) any other condition dangerous to life, health, or safety;

b. set forth that the facts shown in subsection a. of this section have been brought to the attention of the owner or any individual designated by the owner as the owner's authorized representative or agent, and that the owner has failed to take any action within a reasonable period;

c. set forth that the petitioner is a tenant of the subject dwelling, is the public officer of the municipality in which the subject dwelling is located, or, in a case involving wrongful diversion or use of utility services without the tenant's consent, that the petitioner is a public officer, a tenant whose utility service has been wrongfully diverted or used without consent, or a utility company providing utility services to the dwelling;

d. set forth a brief description of the nature of the work required to remove or remedy the condition and an estimate as to the cost;

e. set forth the amount of monthly rent due from each petitioning tenant; and

f. state the relief sought.

46A:30‑6. Defenses to action. It shall be a sufficient defense to the action if the owner or any mortgagee or lienor of record establishes that:

a. any condition alleged in the petition did not in fact exist or has been removed or remedied;

b. any alleged condition was caused maliciously or by a misuse or non-customary use by a petitioning tenant or tenants, or any of petitioner's family members; or

c. any tenant or resident of the dwelling has refused entry by the owner or the owner's agent to the premises for the purpose of correcting any alleged condition.

46A:30‑7. Judgment; deposit of rents with clerk of court. a.  The court shall proceed in a summary manner and shall render a judgment either:

(1) dismissing the petition for failure to affirmatively establish the allegations or because of the affirmative establishment, by the owner or a mortgagee or lienor of record, of a defense specified in this chapter; or

(2) directing that:

(a) any rent due from the petitioner on the date of the entry of the judgment and any rent due from other tenants on the dates of service of the judgment on all other tenants occupying the dwelling shall be deposited with the clerk of the court;

(b) any rent due in the future from the petitioner and from other tenants occupying the dwelling shall be deposited with the clerk as they become due;

(c) the deposited rents shall be used, subject to the court's direction, to the extent necessary to remedy any condition alleged in the petition; or

(d) upon the completion of the work in accordance with the judgment, any surplus shall be turned over to the owner, together with a complete accounting of the rent deposited, the costs incurred, and such other and further relief as the court deems just and proper.

b. A certified copy of the judgment shall be served personally upon each non-petitioning tenant occupying the dwelling or, if personal service on any non-petitioning tenant cannot be made with due diligence, service on that tenant shall be made by affixing a certified copy of the judgment on the entrance door of that tenant's dwelling, and in addition, within one day thereafter, sending a certified copy by registered mail, return receipt requested, to that tenant.

46A:30‑8. Deposits of rent with court; right to collect rent from tenant void. a. Any owner of the dwelling or party in interest with a right to collect rent from any petitioning tenant of the dwelling may not collect rent from any petitioner on or after the date of entry of the judgment, or from any non-petitioning tenant of the dwelling on or after the date of service of the judgment on the non-petitioning tenant, as provided in subsection b. of N.J.S.46A:30-7, to the extent that the tenant has deposited rent with the clerk of the court in accordance with the judgment.

b. Any rent received by the owner or a party in interest shall be deposited immediately with the clerk of the court.

c. It shall be a valid defense in any action or proceeding against any tenant to recover possession of real property for the nonpayment of rent to prove that the rent alleged to be unpaid was deposited with the clerk of the court in accordance with a judgment entered under this section.

46A:30‑9. Order permitting performance of work in lieu of judgment. a. If, after a trial, the court determines that the facts alleged in the petition have been established, that no defense specified in this chapter has been established, and that the facts alleged in the petition warrant the granting of the relief sought, the owner, any mortgagee or lienor of record, or party in interest in the property may apply to the court to be permitted to remove or remedy the conditions specified in the petition.

b. The court, in lieu of rendering judgment as provided in this chapter, may issue an order permitting work to be performed within a time fixed by the court if the person making the application:

(1) demonstrates the ability to undertake the work required promptly; and

(2) posts security for the performance of the work within the time and in the amount and manner deemed necessary by the court.

c. If, after the issuance of an order pursuant to subsection b. of this section, but before the time fixed in such order for the completion of the work, it appears to the petitioner that the person permitted to do the work is not proceeding with due diligence, then the petitioners may apply to the court on notice to those persons who have appeared in the proceeding for a hearing to determine whether judgment should be rendered immediately as provided in subsection d. of this section.

d. If, upon a hearing authorized in subsection c. of this section, the court determines that the owner, mortgagee, lienor, or party in interest is not proceeding with due diligence or has failed to complete the work in accordance with the order, then the court shall render a final judgment appointing an administrator as authorized in this chapter, which directs the administrator to apply the security posted to the cost of removing or remedying the condition specified in the petition. If the amount of the security is insufficient to remove or remedy the condition, then the final judgment shall direct the deposit of rent with the clerk, as authorized by this chapter, to the extent of the deficiency. If the security exceeds the amount required to remove or remedy the condition, then the final judgment shall direct the administrator to file with the court, upon completion of the work, a full accounting of the amount of the security and the expenditures made, and to turn over the surplus to the person who posted the security, together with a copy of the accounting.

e. In implementing a judgment rendered pursuant to this chapter, the court may appoint an administrator who may be a public officer of the municipality where the subject dwelling is located, an incorporated or unincorporated entity, or other suitable person, except that no owner, mortgagee, or lienor of the subject dwelling may be appointed an administrator of the dwelling. Subject to the court's direction, the administrator appointed may receive from the clerk the amounts of rent or security deposited with the clerk as may be necessary to remove or remedy the condition specified in the judgment.

46A:30‑10. Accounts of receipts and expenditures; presentation or settlement; notice. a. The court shall require the keeping of written accounts itemizing the receipts and expenditures under an order issued pursuant to this chapter, which shall be open to inspection by the owner, any mortgagee, lienor, or party in interest.

b. Upon motion of the court, the administrator, the owner, a mortgagee or lienor of record, or party in interest, the court may require a presentation or settlement of the accounts. Notice of a motion for presentation or settlement of the accounts shall be served on the owner, a mortgagee or other lienor of record who appeared in the proceeding, or any party in interest.

46A:30‑11. Compensation of administrator; bond. The court may allow from the rent or security on deposit a reasonable amount for the services of an administrator appointed under this chapter. The administrator shall furnish a bond, the amount and form of which shall be approved by the court and the cost of which shall be paid from the money so deposited.

46A:30‑12. Waiver of provisions of chapter. A provision of a lease or other agreement, whereby a tenant, resident, or occupant of a dwelling waives any provision of this chapter for the benefit of such person, is against public policy and unenforceable.

ARTICLE 9. RENT PROTECTION

CHAPTER 31. NOTICE OF RENT PROTECTION EMERGENCY FOR RESIDENTIAL RENTAL PREMISES

46A:31‑1. Notice of rent protection emergency.

46A:31‑2. Effect of Issuance of notice of rent protection emergency.

46A:31‑3. Report of violation; investigation; penalties.

46A:31‑4. Violation of senior consumer fraud.

46A:31‑1. Notice of rent protection emergency. a. The Governor may, whenever declaring a state of emergency, determine whether the emergency will or is likely to affect significantly the availability and pricing of rental housing in the areas included in the declaration.

b. If the Governor determines that unconscionable rental practices are likely to occur unless the protections afforded under this chapter are invoked, the Governor may issue a Notice of Rent Protection Emergency at any time during the declared state of emergency.

46A:31‑2. Effect of Issuance of notice of rent protection emergency. a. Whenever the Governor issues a Notice of Rent Protection Emergency, within a zone that includes the area declared to be in a state of emergency and, if indicated in the Notice, also extends a distance not to exceed 10 miles in all directions from the outward boundaries of the area, there shall be:

(1) a presumption of unreasonableness given to any notice of increase in rental charges that is provided, subsequent to the date of the declaration, by a landlord to a tenant occupying residential rental premises, when the proposed percentage increase in rent is greater than twice the rate of inflation as indicated by increases in the CPI for the immediately preceding nine-month period; and

(2) a limitation on the amount of rent that may be charged a tenant undertaking a new lease for residential rental premises during the duration of the declaration. The amount of rent that may be charged shall be limited to the product of the fair market rental value of the premises prior to the emergency conditions and two times the rate of inflation as determined by the increase in the CPI for the immediately preceding nine-month period.

b. For the purposes of this section, "CPI" means the annual average over a 12-month period beginning September 1 and ending August 31 of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Series A, of the United States Department of Labor (1957-1959 = 100), for the New York, NY-Northeastern New Jersey region.

c. If the landlord believes that the limitations on increases in rental charges imposed by the Notice of Rent Protection Emergency prevent the landlord from realizing a just and reasonable rate of return on the landlord's investment, the landlord may file an application with the Director of the Division of Community Affairs in the Department of Law and Public Safety for the purpose of requesting permission to increase rental charges in excess of the increases authorized under the Notice. In evaluating the application, the director shall consider the purposes intended to be achieved by this chapter and the Notice, and the amount of rental charges required to provide the landlord with a just and reasonable return. The director shall promulgate rules and regulations, in accordance with the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), to effectuate the purpose of this chapter.

d. Paragraphs (1) and (2) of subsection a. of this section shall:

(1) supplement and not replace, any existing local, State, or federal restrictions on rent increases for any dwelling units in residential buildings located within the zone described in those subsections;

(2) only apply to dwelling units for which there is a lowering of the maximum allowable rent increase or of the maximum reasonable rent increase; and

(3) cease to apply upon the expiration of the state of emergency, or upon the rescission of either the declaration of the state of emergency or the Notice of Rent Protection Emergency.

46A:31‑3. Report of violation; investigation; penalties. a. A tenant or prospective tenant may report a violation of this chapter to the director, who shall then investigate any complaint within 10 days of receipt of the complaint.

b. If the director determines that a violation of this chapter has occurred, the director may:

(1) assess a penalty against the landlord in an amount equal to six times the monthly rent sought to be imposed upon a tenant in contravention of the Notice of Rent Protection Emergency; or

(2) seek any penalties for violations of P.L.1960, c.39 (56:8-1 et seq.).

c. Notwithstanding the provisions of subsections a. and b. of this section, a tenant may petition a court to terminate a lease in violation of this chapter.

46A:31‑4. Violation of senior consumer fraud. Any violation of this chapter shall be considered a violation of P.L.1960, c.39 (C.56:8-1 et seq.).

CHAPTER 32. MUNICIPAL RENT REGULATION OF SUBSTANDARD MULTIPLE DWELLINGS

46A:32‑1. Definitions.

46A:32‑2. Authority to adopt ordinance regulating rents and possession of space in substandard multiple dwellings; provisions.

46A:32‑3. Registration of owners and management of multiple dwellings.

46A:32‑4. Promulgation of state housing code.

46A:32‑1. Definitions. For the purposes of this chapter:

"Housing space" means that portion of a multiple dwelling rented or offered for rent for living or dwelling purposes in which cooking equipment is supplied, and includes all privileges, services, furnishings, furniture, equipment, facilities, and improvements connected with the use or occupancy of such portion of the property. The term shall not mean or include public housing or dwelling space in any hotel, motel, or guest house, commonly regarded as a hotel, motel, or guest house, as the case may be, in the community in which it is located.

"Multiple dwelling" means and includes any building or structure and land appurtenant thereto in which there are three or more apartments rented or offered for rent to three or more tenants or family units.

"Owner" means the holder or holders of the title in fee simple.

"Parties in interest" means all individuals, associations, and corporations who have interests of record in a multiple dwelling and who are in actual possession thereof, and any person authorized to receive rents payable for housing space in a multiple dwelling.

"Public officer" means the officer, officers, board, or body authorized to exercise the powers prescribed by ordinances adopted pursuant to this chapter and by this chapter.

"Substandard multiple dwelling" means any multiple dwelling determined to be substandard by the public officer.

46A:32‑2. Authority to adopt ordinance regulating rents and possession of space in substandard multiple dwellings; provisions. a. Whenever a municipality finds that the health and safety of its residents are impaired or threatened by the existence of substandard multiple dwellings, the municipality may adopt an ordinance setting forth such a finding and providing for the regulation of rents and the possession of rental space in substandard multiple dwellings. Such ordinance shall provide that a public officer be designated or appointed to exercise the powers prescribed by the ordinance.

b. Whenever it appears by preliminary investigation that a multiple dwelling is substandard, the public officer shall cause a complaint to be served upon the owner of and parties in interest in the multiple dwelling, stating the reasons the multiple dwelling is deemed to be substandard and setting a time and place for hearing before the public officer. The owners and parties in interest shall be given the right to file an answer and to appear and give testimony. The rules of evidence shall not be controlling in hearings before the public officer.

c. If, after notice and hearing, the public officer determines the multiple dwelling under consideration is substandard, the public officer shall set forth written findings, and issue and cause to be served upon the owner, or other person entitled to receive the rent, an order requiring that the repairs, alterations, or improvements necessary to bring the property up to minimum standards be made within a reasonable time.

d. Failure to complete such repairs, alterations, or improvements within a reasonable time, as fixed by the public officer, shall be cause to impose rent control on the substandard multiple dwelling.

e. In establishing maximum rents that may be charged for housing space in a multiple dwelling subject to rent control, the permissible rent shall be sufficient to provide the owner or other person entitled to receive the rent with a fair net operating income from the multiple dwelling. The net operating income shall not be considered less than fair if it is 20 percent or more of the annual income in the case of a multiple dwelling in which there are less than five dwelling units, or is 15 percent or more in the case of a multiple dwelling in which there are five or more dwelling units. In determining the fair net operating income, the public officer shall consider the following items of expense: heating fuel, utilities, payroll, janitorial materials, real estate taxes, insurance, interior painting and decorating, depreciation, repairs and replacements, and additions to furniture and furnishings, which expenses shall be deducted from the annual income derived from the multiple dwelling. The owner shall certify all items of expense and the amount of annual income or other person entitled to receive the rent on forms provided by the public officer.

f. The imposition of rent control on any substandard multiple dwelling shall not operate to impair leases existing at the time of the adoption of an ordinance under this chapter, but shall take effect at the expiration of the term of any such lease and shall remain in effect thereafter, so long as the multiple dwelling is subject to rent control.

g. It shall be unlawful for any person to demand or receive any rent in excess of the maximum rent established for housing space in multiple dwelling subject to rent control or to demand possession of the space or evict a tenant for refusal to pay rent in excess of the established maximum rent. The owner or other person entitled to receive the rent shall not be prevented, however, from obtaining possession of housing space from a tenant because of the tenant's violation of law or contract in accordance with the article 5 of this Title.

h. Whenever the public officer finds that a multiple dwelling subject to rent control is no longer substandard, the public officer shall so inform the governing body and the rent control provided by this chapter on the multiple dwelling shall be removed.

46A:32‑3. Registration of owners and management of multiple dwellings. Any ordinance adopted under this chapter may provide for the registration of the owners and management of every multiple dwelling in the municipality with the clerk of the municipality upon forms prescribed by and furnished by the municipality. Every registration form shall include the name and address of the owner and of an agent in charge of the premises residing in the municipality.

46A:32‑4. Promulgation of state housing code. Any State housing code promulgated by the Bureau of Homeowner Protection in the Department of Community Affairs, or its predecessor agency, shall be effective in any municipality adopting an ordinance under this chapter.

CHAPTER 33. EXEMPTION OF NEWLY CONSTRUCTED MULTIPLE DWELLINGS FROM MUNICIPAL RENT REGULATION

46A:33‑1. Definitions.

46A:33‑2. Applicability of municipal rent control ordinances.

46A:33‑3. Notice of exemption to tenants.

46A:33‑4. Filing of owner's claim of exemption.

46A:33‑1. Definitions. For the purposes of this chapter:

"Completion of construction" means issuance of a certificate of occupancy pursuant to section 15 of P.L.1975, c.217 (C.52:27D-133).

"Constructed" means constructed, erected, or converted, but excludes rehabilitation of premises rented previously for residential purposes without an intervening use for other purposes for a period of at least two years prior to conversion. Mere vacancy shall not be considered an intervening use for the purposes of this subsection.

"Constructed for senior citizens" means constructed under a governmental program restricting occupancy of at least 90 percent of the dwelling units to senior citizens, any members of their immediate households or their occupant surviving spouses, or constructed as a retirement subdivision or retirement community as defined in the "Retirement Community Full Disclosure Act," P.L.1969, c.215 (C.45:22A-1 et seq.).

"Multiple dwelling" means any building or structure and land appurtenant thereto in which there are four or more dwelling units, other than dwelling units constructed for occupation by senior citizens, rented or offered for rent to four or more tenants or family units.

"Period of amortization" means the time during which the principal amount of the mortgage loan and interest thereon would be paid entirely through periodic payments, whether or not the term of the mortgage loan is for a shorter period concluding with a balloon payment.

"Senior citizens" means persons 62 years of age or older.

46A:33‑2. Applicability of municipal rent control ordinances. a. In any municipality which has enacted or which hereafter enacts a rent control or rent leveling ordinance, other than under the authority of chapter 32 of this Title, those provisions of the ordinance which limit the periodic or regular increases in base rentals of dwelling units shall not apply to multiple dwellings constructed pursuant to a construction permit, issued on or after June 25, 1987, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling or for 30 years following completion of construction, whichever is less.

b. In the event that there is no initial mortgage financing, the period of exemption from a rent control or rent leveling ordinance shall be 30 years from the completion of construction.

46A:33‑3. Notice of exemption to tenants. The owner of any multiple dwelling exempted from a rent control or rent leveling ordinance pursuant to this chapter shall, prior to entering into any lease for any premises located in the multiple dwelling, give the prospective tenant a written statement that the multiple dwelling in which the premises is located is exempt from rent control or rent leveling for such time as may remain in the exemption period. Each written lease offered to a prospective tenant for any dwelling unit therein during the period the multiple dwelling is exempted shall contain a provision notifying the tenant of the exemption. If the lease is not in writing, the owner shall give the tenant notice of the exemption in writing.

46A:33‑4. Filing of owner's claim of exemption. a. The owner of any multiple dwelling claiming an exemption from a rent control or rent leveling ordinance pursuant to this chapter shall file with the municipal construction official, at least 30 days prior to the issuance of a certificate of occupancy for the newly constructed multiple dwelling, a written statement of the owner's claim of exemption from an ordinance under this chapter, including a statement of the date upon which the exemption period shall commence, such information as may be necessary to effectively locate and identify the multiple dwelling for which the exemption is claimed, and a statement of the number of rental dwelling units in the multiple dwelling for which the exemption is claimed.

b. The owner shall, at least 30 days prior to the date of the termination of the exemption period afforded pursuant to this chapter, file with the municipal construction official a notice of the date of termination of the exemption period for the affected multiple dwelling.

2. (New section) The following sections are repealed:

N.J.S.2A:18-51 through N.J.S.2A:18-61.

Sections 1 and 2 of P.L.1983, c.446 (C.2A:18-59.1 and C.2A:18-59.2).

Sections 2 through 5 and 7 of P.L.1974, c.49 (C.2A:18-61.1 through C.2A:18-61.5).

Sections 2 through 4, 6, 8, and 10 of P.L.1986, c.138 (C.2A:18-61.la through C.2A:18-61.1f).

Sections 3 and 4 of P.L.1993, c.342 (C.2A:18-61.1g and C.2A:18-61.1h).

Section 1 of P.L.1983, c.432 (C.2A:18-61.3a).

Sections 3 through 9 of P.L.1975, c.311 (C.2A:18-61.6 through C.2A:18-61.12).

Sections 1 through 12 and 15 through 20 of P.L.1981, c.226 (C.2A:18-61.22 through C.2A:18-61.39).

Sections 1 through 18, 24, and 25 of P.L.1991, c.509 (C.2A:18-61.40 through C.2A:18-61.59).

Sections 1 and 2 of P.L.2000, c.113 (C.2A:18-61.60 and C.2A:18-61.61).

Sections 1 through 4 of P.L.2002, c.133 (C.2A:18-61.62 through C.2A:18-61.65).

Sections 1 through 7, 9, and 11 through 15 of P.L.1999, c.340 (C.2A:18-72 through C.2A:18-84).

N.J.S.2A:19-31

N.J.S.2A:19-32.

N.J.S.2A:33-1 through N.J.S.2A:33-23.

N.J.S.2A:42-1 through N.J.S.2A:42-13.

Sections 1 through 3 of 1976, c.100 (C.2A:42-6.1 through C.2A:42-6.3).

Sections 1 through 3 of P.L.1956, c.81 (C.2A:42-10.1 through C.2A:42-10.3).

Sections 1 through 4 of P.L.1957, c.110 (C.2A:42-10.6 through C.2A:42-10.9).

Sections 1 through 4 and 6 of P.L.1970, c.210 (C.2A:42-10.10 through C.2A:42-10.14).

Sections 1 and 2 of P.L.1974, c.47 (C.2A:42-10.15 and C.2A:42-10.16).

Section 2 of P.L.1979, c.392 (C.2A:42-10.17).

Sections 2 through 5 of P.L.1966, c.168 (C.2A:42-75 through C.2A:42-78).

Sections 1 through 4 of P.L.1987, c.153 (C.2A:42-84.1 through C.2A:42-84.4).

Sections 2 through 12 of P.L.1971, c.224 (C.2A:42-86 through C.2A:42-96).

Sections 1 through 10 of P.L.1990, c.55 (C.2A:42-103 through C.2A:42-112).

Section 2 of P.L.1995, c.144 (C.2A:42-113).

Sections 1 through 27, 28, and 31 of P.L.2003, c.295 (C.2A:42-114 through C.2A:42-142).

N.J.S.2A:44-165 through N.J.S.2A:44-168.

N.J.S.2A:65-2

N.J.S.2A:65-3

N.J.S.2A:65-7.

R.S.33:1-54.

R.S.46:3-4

R.S.46:3-8.

R.S.46:8-1 through R.S.46:8-9.

Section 1 of P.L.1971, c.318 (C.46:8-9.1).

Sections 5 and 6 of P.L.1985, c.317 (C.46:8-9.2 and C.46:8-9.3).

Sections 1 through 8 and 10 of P.L.2008, c.111 (C.46:8-9.4 through C.46:8-9.12).

Section 1 of P.L.1941, c.317 (C.46:8-10).

Sections 1 through 8 of P.L.1967, c.265 (C.46:8-19 through C.46:8-26).

Section 5 of P.L.1985, c.42 (C.46:8-19.1).

Sections 3, 4, and 6 of P.L.1971, c.223 (C.46:8-21.1 through C.46:8-21.3).

Section 6 of P.L.2003, c.188 (C.46:8-21.4).

Section 1 of P.L.2007, c.9 (C.46:8-21.5).

Sections 1 through 11 of P.L.1974, c.50 (C.46:8-27 through C.46:8-37).

Sections 3, 4, 8, and 9 of P.L.1981, c.442 (C.46:8-28.1 through C.46:8-28.4).

Section 2 of P.L.2007, c.251 (C.46:8-28.5).

Sections 1 through 5 of P.L.1974, c.48 (C.46:8-38 through C.46:8-42).

Sections 1 through 7 of P.L.1975, c.310 (C.46:8-43 through C.46:8-49).

Section 1 of P.L.2001, c.313 (C.46:8-50).

3. N.J.S.2C:12-1 is amended to read as follows:

2C:12-1. Assault. a. Simple assault. A person is guilty of assault if he:

(1) Attempts to cause or purposely, knowingly or recklessly causes bodily injury to another; or

(2) Negligently causes bodily injury to another with a deadly weapon; or

(3) Attempts by physical menace to put another in fear of imminent serious bodily injury.

Simple assault is a disorderly persons offense unless committed in a fight or scuffle entered into by mutual consent, in which case it is a petty disorderly persons offense.

b. Aggravated assault. A person is guilty of aggravated assault if he:

(1) Attempts to cause serious bodily injury to another, or causes such injury purposely or knowingly or under circumstances manifesting extreme indifference to the value of human life recklessly causes such injury; or

(2) Attempts to cause or purposely or knowingly causes bodily injury to another with a deadly weapon; or

(3) Recklessly causes bodily injury to another with a deadly weapon; or

(4) Knowingly under circumstances manifesting extreme indifference to the value of human life points a firearm, as defined in subsection f. of N.J.S.2C:39-1, at or in the direction of another, whether or not the actor believes it to be loaded; or

(5) Commits a simple assault as defined in paragraph (1), (2) or (3) of subsection a. of this section upon:

(a) Any law enforcement officer acting in the performance of his duties while in uniform or exhibiting evidence of his authority or because of his status as a law enforcement officer; or

(b) Any paid or volunteer fireman acting in the performance of his duties while in uniform or otherwise clearly identifiable as being engaged in the performance of the duties of a fireman; or

(c) Any person engaged in emergency first-aid or medical services acting in the performance of his duties while in uniform or otherwise clearly identifiable as being engaged in the performance of emergency first-aid or medical services; or

(d) Any school board member, school administrator, teacher, school bus driver or other employee of a public or nonpublic school or school board while clearly identifiable as being engaged in the performance of his duties or because of his status as a member or employee of a public or nonpublic school or school board or any school bus driver employed by an operator under contract to a public or nonpublic school or school board while clearly identifiable as being engaged in the performance of his duties or because of his status as a school bus driver; or

(e) Any employee of the Division of Child Protection and Permanency while clearly identifiable as being engaged in the performance of his duties or because of his status as an employee of the division; or

(f) Any justice of the Supreme Court, judge of the Superior Court, judge of the Tax Court or municipal judge while clearly identifiable as being engaged in the performance of judicial duties or because of his status as a member of the judiciary; or

(g) Any operator of a motorbus or the operator's supervisor or any employee of a rail passenger service while clearly identifiable as being engaged in the performance of his duties or because of his status as an operator of a motorbus or as the operator's supervisor or as an employee of a rail passenger service; or

(h) Any Department of Corrections employee, county corrections officer, juvenile corrections officer, State juvenile facility employee, juvenile detention staff member, juvenile detention officer, probation officer or any sheriff, undersheriff, or sheriff's officer acting in the performance of his duties while in uniform or exhibiting evidence of his authority or because of his status as a Department of Corrections employee, county corrections officer, juvenile corrections officer, State juvenile facility employee, juvenile detention staff member, juvenile detention officer, probation officer, sheriff, undersheriff, or sheriff's officer; or

(i) Any employee, including any person employed under contract, of a utility company as defined in **[**section 2 of P.L.1971, c.224 (C.2A:42-86)**]** N.J.S.46A:30-1 (pending before the Legislature as this bill) or a cable television company subject to the provisions of the "Cable Television Act," P.L.1972, c.186 (C.48:5A-1 et seq.) while clearly identifiable as being engaged in the performance of his duties in regard to connecting, disconnecting or repairing or attempting to connect, disconnect or repair any gas, electric or water utility, or cable television or telecommunication service; or

(j) Any health care worker employed by a licensed health care facility to provide direct patient care, any health care professional licensed or otherwise authorized pursuant to Title 26 or Title 45 of the Revised Statutes to practice a health care profession, except a direct care worker at a State or county psychiatric hospital or State developmental center or veterans' memorial home, while clearly identifiable as being engaged in the duties of providing direct patient care or practicing the health care profession; or

(k) Any direct care worker at a State or county psychiatric hospital or State developmental center or veterans' memorial home, while clearly identifiable as being engaged in the duties of providing direct patient care or practicing the health care profession, provided that the actor is not a patient or resident at the facility who is classified by the facility as having a mental illness or developmental disability; or

(6) Causes bodily injury to another person while fleeing or attempting to elude a law enforcement officer in violation of subsection b. of N.J.S.2C:29-2 or while operating a motor vehicle in violation of subsection c. of N.J.S.2C:20-10. Notwithstanding any other provision of law to the contrary, a person shall be strictly liable for a violation of this paragraph upon proof of a violation of subsection b. of N.J.S.2C:29-2 or while operating a motor vehicle in violation of subsection c. of N.J.S.2C:20-10 which resulted in bodily injury to another person; or

(7) Attempts to cause significant bodily injury to another or causes significant bodily injury purposely or knowingly or, under circumstances manifesting extreme indifference to the value of human life recklessly causes such significant bodily injury; or

(8) Causes bodily injury by knowingly or purposely starting a fire or causing an explosion in violation of N.J.S.2C:17-1 which results in bodily injury to any emergency services personnel involved in fire suppression activities, rendering emergency medical services resulting from the fire or explosion or rescue operations, or rendering any necessary assistance at the scene of the fire or explosion, including any bodily injury sustained while responding to the scene of a reported fire or explosion. For purposes of this paragraph, "emergency services personnel" shall include, but not be limited to, any paid or volunteer fireman, any person engaged in emergency first-aid or medical services and any law enforcement officer. Notwithstanding any other provision of law to the contrary, a person shall be strictly liable for a violation of this paragraph upon proof of a violation of N.J.S.2C:17-1 which resulted in bodily injury to any emergency services personnel; or

(9) Knowingly, under circumstances manifesting extreme indifference to the value of human life, points or displays a firearm, as defined in subsection f. of N.J.S.2C:39-1, at or in the direction of a law enforcement officer; or

(10) Knowingly points, displays or uses an imitation firearm, as defined in subsection v. of N.J.S.2C:39-1, at or in the direction of a law enforcement officer with the purpose to intimidate, threaten or attempt to put the officer in fear of bodily injury or for any unlawful purpose; or

(11) Uses or activates a laser sighting system or device, or a system or device which, in the manner used, would cause a reasonable person to believe that it is a laser sighting system or device, against a law enforcement officer acting in the performance of his duties while in uniform or exhibiting evidence of his authority. As used in this paragraph, "laser sighting system or device" means any system or device that is integrated with or affixed to a firearm and emits a laser light beam that is used to assist in the sight alignment or aiming of the firearm; or

(12) Attempts to cause significant bodily injury or causes significant bodily injury purposely or knowingly or, under circumstances manifesting extreme indifference to the value of human life, recklessly causes significant bodily injury to a person who, with respect to the actor, meets the definition of a victim of domestic violence, as defined in subsection d. of section 3 of P.L.1991, c.261 (C.2C:25-19).

Aggravated assault under paragraphs (1) and (6) of subsection b. of this section is a crime of the second degree; under paragraphs (2), (7), (9) and (10) of subsection b. of this section is a crime of the third degree; under paragraphs (3) and (4) of subsection b. of this section is a crime of the fourth degree; and under paragraph (5) of subsection b. of this section is a crime of the third degree if the victim suffers bodily injury, otherwise it is a crime of the fourth degree. Aggravated assault under paragraph (8) of subsection b. of this section is a crime of the third degree if the victim suffers bodily injury; if the victim suffers significant bodily injury or serious bodily injury it is a crime of the second degree. Aggravated assault under paragraph (11) of subsection b. of this section is a crime of the third degree. Aggravated assault under paragraph (12) of subsection b. of this section is a crime of the third degree but the presumption of non-imprisonment set forth in subsection e. of N.J.S.2C:44-1 for a first offense of a crime of the third degree shall not apply.

c. (1) A person is guilty of assault by auto or vessel when the person drives a vehicle or vessel recklessly and causes either serious bodily injury or bodily injury to another. Assault by auto or vessel is a crime of the fourth degree if serious bodily injury results and is a disorderly persons offense if bodily injury results. Proof that the defendant was operating a hand-held wireless telephone while driving a motor vehicle in violation of section 1 of P.L.2003, c.310 (C.39:4-97.3) may give rise to an inference that the defendant was driving recklessly.

(2) Assault by auto or vessel is a crime of the third degree if the person drives the vehicle while in violation of R.S.39:4-50 or section 2 of P.L.1981, c.512 (C.39:4-50.4a) and serious bodily injury results and is a crime of the fourth degree if the person drives the vehicle while in violation of R.S.39:4-50 or section 2 of P.L.1981, c.512 (C.39:4-50.4a) and bodily injury results.

(3) Assault by auto or vessel is a crime of the second degree if serious bodily injury results from the defendant operating the auto or vessel while in violation of R.S.39:4-50 or section 2 of P.L.1981, c.512 (C.39:4-50.4a) while:

(a) on any school property used for school purposes which is owned by or leased to any elementary or secondary school or school board, or within 1,000 feet of such school property;

(b) driving through a school crossing as defined in R.S.39:1-1 if the municipality, by ordinance or resolution, has designated the school crossing as such; or

(c) driving through a school crossing as defined in R.S.39:1-1 knowing that juveniles are present if the municipality has not designated the school crossing as such by ordinance or resolution.

Assault by auto or vessel is a crime of the third degree if bodily injury results from the defendant operating the auto or vessel in violation of this paragraph.

A map or true copy of a map depicting the location and boundaries of the area on or within 1,000 feet of any property used for school purposes which is owned by or leased to any elementary or secondary school or school board produced pursuant to section 1 of P.L.1987, c.101 (C.2C:35-7) may be used in a prosecution under subparagraph (a) of paragraph (3) of this subsection.

It shall be no defense to a prosecution for a violation of subparagraph (a) or (b) of paragraph (3) of this subsection that the defendant was unaware that the prohibited conduct took place while on or within 1,000 feet of any school property or while driving through a school crossing. Nor shall it be a defense to a prosecution under subparagraph (a) or (b) of paragraph (3) of this subsection that no juveniles were present on the school property or crossing zone at the time of the offense or that the school was not in session.

(4) Assault by auto or vessel is a crime of the third degree if the person purposely drives a vehicle in an aggressive manner directed at another vehicle and serious bodily injury results and is a crime of the fourth degree if the person purposely drives a vehicle in an aggressive manner directed at another vehicle and bodily injury results. For purposes of this paragraph, "driving a vehicle in an aggressive manner" shall include, but is not limited to, unexpectedly altering the speed of the vehicle, making improper or erratic traffic lane changes, disregarding traffic control devices, failing to yield the right of way, or following another vehicle too closely.

As used in this subsection, "vessel" means a means of conveyance for travel on water and propelled otherwise than by muscular power.

d. A person who is employed by a facility as defined in section 2 of P.L.1977, c.239 (C.52:27G-2) who commits a simple assault as defined in paragraph (1) or (2) of subsection a. of this section upon an institutionalized elderly person as defined in section 2 of P.L.1977, c.239 (C.52:27G-2) is guilty of a crime of the fourth degree.

e. (Deleted by amendment, P.L.2001, c.443).

f. A person who commits a simple assault as defined in paragraph (1), (2) or (3) of subsection a. of this section in the presence of a child under 16 years of age at a school or community sponsored youth sports event is guilty of a crime of the fourth degree. The defendant shall be strictly liable upon proof that the offense occurred, in fact, in the presence of a child under 16 years of age. It shall not be a defense that the defendant did not know that the child was present or reasonably believed that the child was 16 years of age or older. The provisions of this subsection shall not be construed to create any liability on the part of a participant in a youth sports event or to abrogate any immunity or defense available to a participant in a youth sports event. As used in this act, "school or community sponsored youth sports event" means a competition, practice or instructional event involving one or more interscholastic sports teams or youth sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a youth league organized by or affiliated with a county or municipal recreation department and shall not include collegiate, semi-professional or professional sporting events.

(cf: P.L.2015, c.100, s.1)

4. Section 3 of P.L.2005, c.319 (C.2C:33-11.1) is amended to read as follows:

3. a. A person commits a disorderly persons offense if, after being warned by a law enforcement or other public official of the illegality of that action, the person (1) takes possession of residential real property or effectuates a forcible entry or detainer of residential real property without lawful execution of a warrant for **[**possession**]** eviction in accordance with the provisions of **[**section 2 of P.L.1974, c.47 (C.2A:42-10.16)**]** N.J.S.46A:17-4 (pending before the Legislature as this bill) or without the consent of the occupant solely in possession of the residential real property; or (2) refuses to restore immediately to exclusive possession and occupancy any such occupant so displaced. Legal occupants unlawfully displaced shall be entitled without delay to reenter and reoccupy the premises, and shall not be considered trespassers or chargeable with any offense, provided that a law enforcement officer is present at the time of reentry. It shall be the duty of such officer to prevent the landlord or any other persons from obstructing or hindering the reentry and reoccupancy of the dwelling by the displaced occupant.

As used in this section, "forcible entry and detainer" means to enter upon or into any real property and detain and hold that property by:

(1) any kind of violence including threatening to kill or injure the party in possession;

(2) words, circumstances or actions which have a clear intention to incite fear or apprehension or danger in the party in possession;

(3) putting outside of the residential premises the personal effects or furniture of the party in possession;

(4) entering peaceably and then, by force or threats, turning the party out of possession;

(5) padlocking or otherwise changing locks to the property;

(6) shutting off, or causing to be shut off, vital services such as, but not limited to, heat, electricity or water, in an effort to regain possession; or by

(7) any means other than compliance with lawful eviction procedures pursuant to **[**section 2 of P.L.1974, c.47 (C.2A:42-10.16)**]** N.J.S.46A:17-4 (pending before the Legislature as this bill), as established through possession of a lawfully prepared and valid "Execution of Warrant for Eviction."

b. A person who is convicted of an offense under this section more than once within a five-year period is guilty of a crime of the fourth degree.

(cf: P.L.2005, c.319, s.3)

5. Section 8 of P.L.1999, c. 340 (C.39:10-15.1) is amended to read as follows:

8. If a manufactured home is sold or otherwise disposed of pursuant to **[**P.L.1999, c.340 (C.2A:18-72 et al.)**]** N.J.S.46A:27-3 (pending before the Legislature as this bill), the Director of the Division of Motor Vehicles shall issue, upon proof of purchase, a certificate of ownership to the purchaser, with no encumbrances listed thereon.

(cf: P.L.1999, c.340, s.8)

6. Section 19 of P.L.1992, c.79 (C.40A:12A-19) is amended to read as follows:

19. a. It is hereby declared to be the policy of this State that each municipality, county, or housing authority providing public housing pursuant to this act shall manage and operate its housing projects in an efficient manner so as to enable it to fix the rentals for dwelling accommodations at the lowest possible rates consistent with providing decent, safe and sanitary dwelling accommodations; and that no municipality, county, or housing authority shall construct or operate any such project for profit or as a source of revenue to the municipality or county. To this end, a municipality, county, or housing authority shall fix the rentals for dwellings in its projects at no higher rates than it shall find to be necessary in order to project revenues which, together with all other available moneys, revenues, income and receipts of the municipality, county, or housing authority, will be sufficient to:

(1) pay, as the same become due, the principal of and interest upon the bonds of the authority or the bonds of the municipality or county issued pursuant to section 29 or section 37 of P.L.1992, c.79 (C.40A:12A-29 or 40A:12A-37);

(2) meet the cost of, and provide for, maintaining and operating the projects, including the cost of any insurance, and the administrative expenses of the municipality, county or housing authority; and

(3) create during not less than six years immediately succeeding its issuance of any bonds, and thereafter maintain, a reserve sufficient to meet the largest principal and interest payments which will be due on those bonds in any one year thereafter.

b. In the operation or management of housing projects a municipality, county or housing authority shall at all times observe the following duties with respect to rentals and tenant selection:

(1) It may rent or lease the dwelling accommodations therein only to persons of low and moderate income and at rentals within the financial reach of such persons.

(2) It may rent or lease to a tenant dwelling accommodations consisting of a room or rooms of such size, location and dimensions as necessary to provide safe and sanitary accommodations to the proposed occupants thereof, without overcrowding, in accordance with the standards for use and occupancy of space as set forth in the State Housing Code adopted pursuant to **[**P.L.1971, c.224 (C.2A:42-85 et seq.)**]** N.J.S.46A:32-4 (pending before the Legislature as this bill).

(3) It shall adopt income standards for selecting tenants which are consistent with applicable State or federal law.

c. Notwithstanding any provisions of this section, a municipality, county or housing authority may agree to conditions as to tenant eligibility or preference required by the federal government or State government pursuant to applicable federal or State law in any contract with the municipality, county, or housing authority for financial assistance.

(cf: P.L.1992, c.79, s.19)

7. Section 20 of P.L.1992, c.79 (C.40A:12A-20) is amended to read as follows:

20. The municipality, county or housing authority shall establish rules and regulations concerning admissions to any housing project which shall provide priority categories for persons displaced or caused to be displaced by public action or by redevelopment projects, highway programs or other public works; persons living in housing found to be "substandard" within the meaning of **[**P.L.1966, c.168 (C.2A:42-74 et seq.)**]** N.J.S.46A:30-1 (pending before the Legislature as this bill) or **[**P.L.1971, c.224 (C.2A:42-85 et seq.)**]** N.J.S.46A:32-1 (pending before the Legislature as this bill), or otherwise violative of minimum health and safety standards; persons and families who, by reason of family income, family size or disabilities have special needs; and elderly persons.

(cf: P.L.1992, c.79, s.20)

8. Section 8 of P.L.1977, c.419 (C.45:22A-28) is amended to read as follows:

8. a. A public offering statement shall disclose fully and accurately the characteristics of the development and the lots, parcels, units, or interests therein offered, and shall make known to prospective purchasers all unusual or material circumstances or features affecting the development. The proposed public offering statement submitted to the agency shall be in a form prescribed by its rules and regulations and shall include the following:

(1) The name and principal address of the developer;

(2) A general narrative description of the development stating the total number of lots, units, parcels, or interests in the offering, and the total number of such interests planned to be sold, leased or otherwise transferred;

(3) Copies of any management contract, lease of recreational areas, or similar contract or agreement affecting the use, maintenance, or access of all or any part of the development, with a brief and simple narrative statement of the effect of each such agreement upon a purchaser, and a statement of the relationship, if any, between the developer and the managing agent or firm;

(4) (a) The significant terms of any encumbrances, easements, liens, and restrictions, including zoning and other regulations, affecting such lands and each unit, lot, parcel, or interest, and a statement of all existing taxes and existing or proposed special taxes or assessments which affect such lands; and

(b) In the case of a conversion subject to the provisions of **[**the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.)**]** chapter 28 of Title 46A of the New Jersey Statutes (pending before the Legislature as this bill), the information required pursuant to **[**section 14 of P.L.1991, c.509 (C.2A:18-61.53)**]** N.J.S.46A:28-15 (pending before the Legislature as this bill);

(5) (a) Relevant community information, including hospitals, health and recreational facilities of any kind, streets, water supply, levees, drainage control systems, irrigation systems, sewage disposal facilities and customary utilities; and

(b) The estimated cost, size, date of completion, and responsibility for construction and maintenance of existing and proposed amenities which are referred to in connection with the offering or disposition of any interest in the subdivision or subdivided lands;

(6) A copy of the proposed budget for the operation and maintenance of the common or shared elements or interests;

(7) Additional information required by the agency to assure full and fair disclosure to prospective purchasers.

b. The public offering statement shall not be used for any promotional purposes before registration of the development and afterwards only if it is used in its entirety. No person may advertise or represent that the agency approves or recommends the development or dispositions therein. No portion of the public offering statement may be underscored, italicized, or printed in larger or heavier or different color type than the remainder of the statement, unless the agency requires or permits it.

c. The agency may require the developer to alter or amend the proposed public offering statement in order to assure full and fair disclosure to prospective purchasers, and no change in the substance of the promotional plan or plan of disposition or development of a planned real estate development may be made after registration without the approval of the agency. A public offering statement shall not be current unless all amendments have been incorporated.

d. The public offering statement shall, to the extent possible, combine simplicity and accuracy of information, in order to facilitate purchaser understanding of the totality of rights, privileges, obligations and restrictions, comprehended under the proposed plan of development. In reviewing such public offering statement, the agency shall pay close attention to the requirements of this subsection, and shall use its discretion to require revision of a public offering statement which is unnecessarily complex, confusing, or is illegible by reason of type size or otherwise.

(cf: P.L.1991, c.509, s.22)

9. Section 20 of P.L.1985, c.222 (C.52:27D-320) is amended to read as follows:

20. There is established in the Department of Community Affairs a separate trust fund, to be used for the exclusive purposes as provided in this section, and which shall be known as the "New Jersey Affordable Housing Trust Fund." The fund shall be a non-lapsing, revolving trust fund, and all monies deposited or received for purposes of the fund shall be accounted for separately, by source and amount, and remain in the fund until appropriated for such purposes. The fund shall be the repository of all State funds appropriated for affordable housing purposes, including, but not limited to, the proceeds from the receipts of the additional fee collected pursuant to paragraph (2) of subsection a. of section 3 of P.L.1968, c.49 (C.46:15-7), proceeds from available receipts of the Statewide non-residential development fees collected pursuant to section 35 of P.L.2008, c.46 (C.40:55D-8.4), monies lapsing or reverting from municipal development trust funds, or other monies as may be dedicated, earmarked, or appropriated by the Legislature for the purposes of the fund. All references in any law, order, rule, regulation, contract, loan, document, or otherwise, to the "Neighborhood Preservation Nonlapsing Revolving Fund" shall mean the "New Jersey Affordable Housing Trust Fund." The department shall be permitted to utilize annually up to 7.5 percent of the monies available in the fund for the payment of any necessary administrative costs related to the administration of the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), or any costs related to administration of P.L.2008, c.46 (C.52:27D-329.1 et al.).

a. Except as permitted pursuant to subsection g. of this section, and by section 41 of P.L.2009, c.90 (C.52:27D-320.1), the commissioner shall award grants or loans from this fund for housing projects and programs in municipalities whose housing elements have received substantive certification from the council, in municipalities receiving State aid pursuant to P.L.1978, c.14 (C.52:27D-178 et seq.), in municipalities subject to a builder's remedy as defined in section 28 of P.L.1985, c.222 (C.52:27D-328) or in receiving municipalities in cases where the council has approved a regional contribution agreement and a project plan developed by the receiving municipality.

Of those monies deposited into the "New Jersey Affordable Housing Trust Fund" that are derived from municipal development fee trust funds, or from available collections of Statewide non-residential development fees, a priority for funding shall be established for projects in municipalities that have petitioned the council for substantive certification.

Programs and projects in any municipality shall be funded only after receipt by the commissioner of a written statement in support of the program or project from the municipal governing body.

b. The commissioner shall establish rules and regulations governing the qualifications of applicants, the application procedures, and the criteria for awarding grants and loans and the standards for establishing the amount, terms and conditions of each grant or loan.

c. For any period which the council may approve, the commissioner may assist affordable housing programs which are not located in municipalities whose housing elements have been granted substantive certification or which are not in furtherance of a regional contribution agreement; provided that the affordable housing program will meet all or part of a municipal low and moderate income housing obligation.

d. Amounts deposited in the "New Jersey Affordable Housing Trust Fund" shall be targeted to regions based on the region's percentage of the State's low and moderate income housing need as determined by the council. Amounts in the fund shall be applied for the following purposes in designated neighborhoods:

(1) Rehabilitation of substandard housing units occupied or to be occupied by low and moderate income households;

(2) Creation of accessory apartments to be occupied by low and moderate income households;

(3) Conversion of non-residential space to residential purposes; provided a substantial percentage of the resulting housing units are to be occupied by low and moderate income households;

(4) Acquisition of real property, demolition and removal of buildings, or construction of new housing that will be occupied by low and moderate income households, or any combination thereof;

(5) Grants of assistance to eligible municipalities for costs of necessary studies, surveys, plans and permits; engineering, architectural and other technical services; costs of land acquisition and any buildings thereon; and costs of site preparation, demolition and infrastructure development for projects undertaken pursuant to an approved regional contribution agreement;

(6) Assistance to a local housing authority, nonprofit or limited dividend housing corporation or association or a qualified entity acting as a receiver under **[**P.L.2003, c.295 (C.2A:42-114 et al.)**]** chapter 29 of Title 46A of the New Jersey Statutes (pending before the Legislature as this bill) for rehabilitation or restoration of housing units which it administers which: (a) are unusable or in a serious state of disrepair; (b) can be restored in an economically feasible and sound manner; and (c) can be retained in a safe, decent and sanitary manner, upon completion of rehabilitation or restoration; and (7) Other housing programs for low and moderate income housing, including, without limitation, (a) infrastructure projects directly facilitating the construction of low and moderate income housing not to exceed a reasonable percentage of the construction costs of the low and moderate income housing to be provided and (b) alteration of dwelling units occupied or to be occupied by households of low or moderate income and the common areas of the premises in which they are located in order to make them accessible to handicapped persons.

e. Any grant or loan agreement entered into pursuant to this section shall incorporate contractual guarantees and procedures by which the division will ensure that any unit of housing provided for low and moderate income households shall continue to be occupied by low and moderate income households for at least 20 years following the award of the loan or grant, except that the division may approve a guarantee for a period of less than 20 years where necessary to ensure project feasibility.

f. Notwithstanding the provisions of any other law, rule or regulation to the contrary, in making grants or loans under this section, the department shall not require that tenants be certified as low or moderate income or that contractual guarantees or deed restrictions be in place to ensure continued low and moderate income occupancy as a condition of providing housing assistance from any program administered by the department, when that assistance is provided for a project of moderate rehabilitation if the project (1) contains 30 or fewer rental units and (2) is located in a census tract in which the median household income is 60 percent or less of the median income for the housing region in which the census tract is located, as determined for a three person household by the council in accordance with the latest federal decennial census. A list of eligible census tracts shall be maintained by the department and shall be adjusted upon publication of median income figures by census tract after each federal decennial census.

g. In addition to other grants or loans awarded pursuant to this section, and without regard to any limitations on such grants or loans for any other purposes herein imposed, the commissioner shall annually allocate such amounts as may be necessary in the commissioner's discretion, and in accordance with section 3 of P.L.2004, c.140 (C.52:27D-287.3), to fund rental assistance grants under the program created pursuant to P.L.2004, c.140 (C.52:27D-287.1 et al.). Such rental assistance grants shall be deemed necessary and authorized pursuant to P.L.1985, c.222 (C.52:27D-301 et al.), in order to meet the housing needs of certain low income households who may not be eligible to occupy other housing produced pursuant to P.L.1985, c.222 (C.52:27D-301 et al.).

h. The department and the State Treasurer shall submit the "New Jersey Affordable Housing Trust Fund" for an audit annually by the State Auditor or State Comptroller, at the discretion of the Treasurer. In addition, the department shall prepare an annual report for each fiscal year, and submit it by November 30th of each year to the Governor and the Legislature, and the Joint Committee on Housing Affordability, or its successor, and post the information to its web site, of all activity of the fund, including details of the grants and loans by number of units, number and income ranges of recipients of grants or loans, location of the housing renovated or constructed using monies from the fund, the number of units upon which affordability controls were placed, and the length of those controls. The report also shall include details pertaining to those monies allocated from the fund for use by the State rental assistance program pursuant to section 3 of P.L.2004, c.140 (C.52:27D-287.3) and subsection g. of this section.

i. The commissioner may award or grant the amount of any appropriation deposited in the "New Jersey Affordable Housing Trust Fund" pursuant to section 41 of P.L.2009, c.90 (C.52:27D-320.1) to municipalities pursuant to the provisions of section 39 of P.L.2009, c.90 (C.40:55D-8.8).

(cf: P.L.2013, c.253, s.49)

10. Section 2 of P.L.1976, c.63 (C.54:4-6.3) is amended to read as follows:

2. As used in this act unless the context clearly indicates a different meaning:

a. "Qualified real rental property" means any building or structure or complex of buildings or structures in which five or more housing units are rented or leased or offered for rental or lease for residential purposes except:

(1) hotels, motels or other guesthouses serving transient or seasonal guests;

(2) buildings or structures which are subject to an abatement agreement under which reduced or no property taxes are paid on the improvements pursuant to statute, notwithstanding that payments in lieu of taxes are paid in accordance with the agreement;

(3) buildings or structures located in municipalities in which a rent control ordinance which does not provide for an automatic increase in the amount of rent permitted to be charged by a property owner upon an increase in the amount of property tax levied upon the property is in effect for the base year and the current year;

(4) dwelling units in a residential cooperative or mutual housing corporation;

(5) dwelling units in a condominium, other than those dwelling units which are occupied by qualified tenants under **[**the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.)**]** chapter 28 of Title 46A of the New Jersey Statutes (pending before the Legislature as this bill);

(6) dwelling units in a continuing care retirement community; or

(7) dwelling units within residential health care facilities; assisted living residences; facilities with a Class C license pursuant to P.L.1979, c.496 (C.55:13B-1 et al.), the "Rooming and Boarding House Act of 1979" or similar facilities for which occupancy is predicated upon the receipt of medical, nursing or personal care services for the residents and the cost thereof is included in the rent.

Owner occupation of a building shall not be a factor in whether a building is qualified real rental property under P.L.1976, c.63 (C.54:4-6.2 et seq.).

b. "Property tax reduction" means the difference between the amount of property tax paid or payable on any qualified real rental property in the base year, and the amount of property taxes paid or payable in the current year if less than the amount of property taxes paid or payable in the base year.

c. "Base year" means calendar year 1998.

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 landlord shall use his or her best efforts to obtain the forwarding address of a tenant who is entitled to a rebate and who has moved from the rental premises.

An owner shall adjust the payment or crediting of a rebate immediately upon the receipt of and in accordance with a revised notice of property tax reduction pursuant to section 4 of P.L.1976, c.63 (C.54:4-6.5); provided, however, that no amount of rebate previously paid or credited may be recovered by the owner.

In the case of a lease terminated pursuant to **[**P.L.1971, c.318 (C.46:8-9.1)**]** N.J.S.46A:8-1 (pending before the Legislature as this bill), any property tax rebate or credit due and owing prior to that termination of the lease shall be paid to the executor or administrator of the estate of the tenant or the surviving spouse of the tenant terminating the lease.

(cf: P.L.1998, c.15, s.4)

12. Section 8 of P.L.1999, c.362 (C.55:13A-7.18) is amended to read as follows:

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

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

c. The Commissioner of the Department of Community Affairs shall include in the statement of the established rights and responsibilities of residential tenants and landlords prepared pursuant to **[**section 3 of P.L.1975, c.310 (C.46:8-45)**]** N.J.S.46A:4-2 (pending before the Legislature as this bill) the requirements imposed on owners of multiple dwellings pursuant to subsection a. and subsection b. of this section. The Department of Community Affairs shall enforce the provisions of this section. The Department of Community Affairs shall not be required to conduct on-site inspections to determine compliance with this section more frequently than any on-site inspections of multiple dwellings are conducted by the department pursuant to any other law.

d. As used in this section, "multiple dwelling" and "dwelling unit" shall have the same meaning as in section 3 of P.L.1967, c.76 (C.55:13A-3).

(cf: P.L.1999, c.362, s.8)

13. Section 1 of P.L.1995, c.144 (C.55:14I-6.1) is amended to read as follows:

1. Every nonprofit corporation owning or operating a senior citizen rental housing project pursuant to the provisions of P.L.1965, c.92 (C.55:14I-1 et seq.) shall give to each lessee at the time of the signing of the lease or any renewal thereof, copies of the statements required to be provided in accordance with **[**P.L.1974, c.50 (C.46:8-27 et seq.) and P.L.1975, c.310 (C.46:8-43 et seq.)**]** chapter 4 of Title 46A of the New Jersey Statutes (pending before the Legislature as this bill), together with a statement including the telephone numbers of the State and local office for the municipality designated to receive reports of housing emergencies or complaints where the tenant may report an owner's failure to respond to a housing emergency or complaint.

Upon receipt of these statements, the lessee shall sign a form indicating that the owner delivered the statements as required under the provisions of this section **[**, P.L.1974, c.50 (C.46:8-27 et seq.) and P.L.1975, c.310 (C.46:8-43 et seq.)**]** and chapter 4 of Title 46A of the New Jersey Statutes (pending before the Legislature as this bill). The owner shall keep the form on file for one year.

The owner shall post copies of the statements in one or more locations so that the statements are prominently displayed and accessible to all the tenants of the senior citizen rental housing project.

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

(cf: P.L.1995, c.144, s.1)

14. Section 23 of P.L.2003, c.210 (C.55:19-100) is amended to read as follows:

23. With respect to any lien placed against any real property pursuant to the provisions of section 1 or section 3 of P.L.1942, c.112 (C.40:48-2.3 or C.40:48-2.5) or section 1 of P.L.1989, c.91 (C.40:48-2.3a) or any receiver's lien pursuant to **[**P.L.2003, c.295 (C.2A:42-114 et al.)**]** chapter 29 of Title 46A of the New Jersey Statutes (pending before the Legislature as this bill), the municipality shall have recourse with respect to the lien against any asset of the owner of the property if an individual, against any asset of any partner if a partnership, and against any asset of any owner of a 10% interest or greater if the owner is any other business organization or entity recognized pursuant to law.

(cf: P.L.2005, c.118, s.8)

15. Section 7 of P.L.2001, c.40 (C.58:12A-32) is amended to read as follows:

7. Within 18 months after September 14, 2002, and at least once every five years thereafter, the lessor of any real property the potable water supply for which is a private well for which testing of the water is not required pursuant to any other State law, shall test that water supply in the manner established pursuant to P.L.2001, c.40 (C.58:12A-26 et seq.) for at least the parameters required pursuant to sections 3 and 4 of P.L.2001, c.40 (C.58:12A-28 and 29). Within 30 days after receipt of the test results, the lessor shall provide a written copy thereof to each rental unit on the property. The lessor shall also provide a written copy of the most recent test results to a new lessee of a rental unit on the property. In the case of the seasonal use or rental of real property as "seasonal use or rental" is defined at **[**section 1 of P.L.1967, c.265 (C.46:8-19)**]** N.J.S.46A:13-2 (pending before the Legislature as this bill), the lessor of such property shall post the test results in a readily visible location inside the seasonal use or rental unit or the lessor shall provide a written copy of the most recent test results to the new lessee of a seasonal use or rental unit.

(cf: P.L.2003, c.236, s.1)

16. N.J.S.2A:39-1 is amended to read as follows:

2A:39-1. No person shall enter upon or into any real property or estate therein and detain and hold the same, except where entry is given by law, and then only in a peaceable manner. With regard to any real property occupied solely as a residence by the party in possession, such entry shall not be made in any manner without the consent of the party in possession unless the entry and detention is made pursuant to legal process as set out in **[**N.J.S.2A:18-53 et seq., as amended and supplemented; P.L.1974, c.49 (C.2A:18-61.1 et al.), as amended and supplemented; P.L.1975, c.311 (C.2A:18-61.6 et al.), as amended and supplemented; P.L.1978, c.139 (C.2A:18-61.6 et al.), as amended and supplemented; the "Tenant Protection Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.);**]** N.J.S.46A:15-1 et seq. (pending before the Legislature as this bill), N.J.S.46A:20-1 et seq. (pending before the Legislature as this bill), or N.J.S.2A:35-1 et seq. and **[**"The Fair Eviction Notice Act," P.L.1974, c.47 (C.2A:42-10.15 et al.)**]** N.J.S.46A:17-4 (pending before the Legislature as this bill). A person violating this section regarding entry of rental property occupied solely as a residence by a party in possession shall be a disorderly person.

(cf: P.L.2005, c.319, s.1)

17. N.J.S.2A:39-2 is amended to read as follows:

2A:39-2. If any person shall enter upon or into any real property and detain or hold the same with force, whether or not any person be in it, by any kind of violence whatsoever, or by threatening to kill, maim or beat the party in possession, or by such words, circumstances or action as have a natural tendency to excite fear or apprehension of danger, or by putting out of doors, or carrying away the goods of the party in possession, or by entering peaceably and then, by force or frightening by threats, or by other circumstances of terror, turning the party out of possession, such person shall be guilty of a forcible entry and detainer within the meaning of this chapter. With regard to any real property occupied solely as a residence by the party in possession, if any person shall enter upon or into said property and detain or hold same in any manner without the consent of the party in possession unless the entry is made pursuant to legal process as set out in **[**N.J.S.2A:18-53 et seq.**]** N.J.S.46A:15-1 et seq. (pending before the Legislature as this bill) or 2A:35-1 et seq., such person shall be guilty of an unlawful entry and detainer within the meaning of this chapter.

(cf: P.L. 1971, c.227, s.2)

18. Section 2 of P.L.2009, c.296 (C.2A:50-70) is amended to read as follows:

2. a. A person who takes title, as a result of a sheriff's sale or deed in lieu of foreclosure, to a residential property containing one or more dwelling units occupied by residential tenants, shall provide notice to the tenants, in both English and Spanish, no later than 10 business days after the transfer of title, in accordance with the provisions of subsection c. of this section. The notice shall be in the following form:

NOTICE TO TENANTS

THE FORMER OWNER OF . . . . . . . . . . . . (insert property address) HAS LOST THE PROPERTY AS A RESULT OF A FORECLOSURE. FROM THE TIME YOU RECEIVE THIS AND UNTIL FURTHER NOTICE, YOU SHOULD PAY RENT TO ......(insert name and address of person to whom rent is due). PLEASE SEND RENT BY ......(insert method of transmission) ON THE ......(insert day) OF EACH MONTH.

WITH LIMITED EXCEPTIONS, THE NEW JERSEY ANTI-EVICTION ACT, **[**N.J.S.A.2A:18-61.1 ET SEQ.**]** N.J.S.46A:15-1 ET SEQ. (pending before the Legislature as this bill), PROTECTS YOUR RIGHT TO REMAIN IN YOUR HOME. FORECLOSURE ALONE IS NOT GROUNDS FOR EVICTION OF A TENANT. YOU ARE PROTECTED BY THIS LAW EVEN IF YOU DO NOT HAVE A WRITTEN LEASE.

THE NEW OWNER CANNOT EVICT YOU WITHOUT "GOOD CAUSE," AS DETERMINED BY A COURT. EXAMPLES OF "GOOD CAUSE" ARE FAILURE TO PAY RENT, WILLFULLY DAMAGING THE PREMISES, OR PERSONAL OCCUPANCY BY THE NEW OWNER OF THE HOUSE OR APARTMENT THAT YOU NOW LIVE IN.

A RESIDENTIAL TENANT IN NEW JERSEY CAN BE EVICTED ONLY THROUGH A COURT PROCESS. ONLY A COURT OFFICER WITH A COURT ORDER MAY REMOVE YOU FROM THE PREMISES, AND ONLY AFTER YOU HAVE BEEN GIVEN THE OPPORTUNITY TO DEFEND YOURSELF IN COURT.

INDIVIDUALS CAN BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES FOR TRYING TO FORCE YOU TO LEAVE YOUR HOME IN ANY OTHER MANNER, INCLUDING SHUTTING OFF UTILITIES OR OTHER VITAL SERVICE OR FAILING TO MAINTAIN THE PREMISES. YOU MAY, HOWEVER, ACCEPT FINANCIAL COMPENSATION FOR LEAVING VOLUNTARILY IF THE NEW OWNER OFFERS SUCH COMPENSATION.

IF SOMEONE IS PRESSURING YOU TO LEAVE, CONSULT WITH AN ATTORNEY.

b. (1) The notice required pursuant to subsection a. of this section shall be printed in no less than 14 point bold point type, on paper at least eight and one-half inches by 11 inches in size, and shall contain contact information, including the name, mailing address, e-mail address, and telephone number of the new owner or a person authorized to act on behalf of the new owner.

(2) The Department of Community Affairs shall prepare and make available for distribution, both in print and in an easily printable format on the department's Internet website, a notice in English with a Spanish translation that may be used by the new owner or person authorized to act on behalf of the new owner to satisfy the notice requirements of this section.

c. (1) In buildings containing 10 or fewer dwelling units, the new owner shall make a good faith effort to obtain the names of all tenants occupying the property for which a notice is required pursuant to subsection a. of this section. The notice shall be addressed to tenants by name; provided, however, that in the event a good faith search fails to identify the tenant by name, the new owner shall address the notice required pursuant to subsection a. of this section to "Tenant." The new owner shall post the notice prominently on the front door of each tenant's unit and send the notice to each tenant via certified and regular mail.

(2) In a residential property containing more than 10 dwelling units, the new owner shall provide notice to tenants occupying the property for which notice is required pursuant to subsection a. of this section by causing a copy of the notice to be conspicuously displayed in a prominent place in a common area of each residential building or structure on the property. If there is no common area, the notice shall be posted in a conspicuous location in each building or structure on the premises, including, but not limited to the walls of the front vestibule or any foyer or hallway near the main entrance of the building or structure.

d. Any person taking title to the residential property as a result of a sheriff's sale or deed in lieu of foreclosure, or that person's agent or employee, shall provide a copy of the notice as set forth in subsection a. of this section with the initial and final written or verbal communication to a tenant for the purposes of inducing a tenant to vacate the property in accordance with the provisions of section 3 of P.L.2009, c.296 (C.2A:50-71).

e. Service on any tenant of a summons and complaint in an action to foreclose a mortgage on any residential property by any person, or the initial written or verbal communication by a foreclosing creditor to a tenant in a residential property subject to ongoing foreclosure proceedings, or any written or verbal communication that seeks to induce the tenant to vacate the property prior to the transfer of the property through sheriff's sale or a deed in lieu of foreclosure, shall include a copy of the notice regarding residential tenant rights during foreclosure as required by the Rules Governing the Courts of the State of New Jersey, as adopted by the Supreme Court of New Jersey.

f. Any person, or that person's agent or employee, who violates the provisions of this section shall be subject to the same civil remedies as are provided for in subsection a. of **[**section 3 of P.L.1975, c.311 (C.2A:18-61.6)**]** N.J.S.46A:20-1 (pending before the Legislature as this bill), or, at the tenant's sole discretion, damages in the amount of $2,000 per violation, plus attorney's fees and costs. Nothing in this subsection shall limit the liability, either civil or criminal, of a person, or a person's agent or employee, who violates any other law or regulation.

(cf: P.L.2009, c.296, s.2)

19. Section 3 of P.L.2009, c.296 (C.2A:50-71) is amended to read as follows:

3. a. No person, or the person's agent or employee, who has filed a complaint in an action to foreclose a mortgage on a residential property, as described in section 2 of P.L.2009, c.296 (C.2A:50-70), or who takes title to a residential property as a result of a sheriff's sale or other transaction following the filing of a complaint in an action to foreclose a mortgage on the property shall make any communication to induce the tenant to vacate the property except through a bona fide monetary offer, which shall be made in accordance with the provisions of subsections d. and e. of section 2 of P.L.2009, c.296 (C.2A:50-70). A tenant shall have five business days from the date of receipt of any bona fide monetary offer to vacate the property in order to accept or reject the offer. An acceptance of an offer by a tenant shall be in writing, and include an affirmative acknowledgement of the date of receipt of the offer, and an understanding that the tenant had a five-day review period as required by this subsection to accept or reject the offer presented.

b. No person, or the person's agent or employee, who has filed a complaint in an action to foreclose a mortgage on a residential property, as described in section 2 of P.L.2009, c.296 (C.2A:50-70), or who takes title to a residential property as a result of a sheriff's sale or other transaction following the filing of a complaint in an action to foreclose a mortgage on the property shall, during the pendency of the foreclosure proceeding or within one year of the transfer of title following such proceeding, take any action placing pressure on a tenant to accept any offer to vacate the property, including, but not limited to:

(1) Mischaracterizing or misrepresenting the rights of the tenant under **[**the Anti-Eviction Act, P.L.1974, c.49 (C.2A:18-61.1 et seq.)**]** N.J.S.46A:15-1 et seq. (pending before the Legislature as this bill), or any other State law or municipal ordinance;

(2) Implying the tenant is obligated to accept an offer or implying consequences against the tenant for failing to accept an offer;

(3) Any form of tenant harassment, including, but not limited to, discontinuance of electricity, heat, or other utilities, failure to maintain the common areas or facilities of the property, or any other failure to maintain the premises in a habitable condition;

(4) Implementing an increase in rent in excess of any governing municipal rent control or rent leveling ordinance, or in the event the property is not subject to rent control, an increase in rent exceeding the limitation imposed by **[**the Anti-Eviction Act, P.L.1974, c.49 (C.2A:18-61.1 et seq.)**]** N.J.S.46A:15-1 et seq. (pending before the Legislature as this bill) or any other State or federal law or municipal ordinance.

c. Any person, their agent or employee, who violates the provisions of this section shall be subject to the civil remedies provided for in subsection a. of **[**section 3 of P.L.1975, c.311 (C.2A:18-61.6)**]** N.J.S.46A:20-1 (pending before the Legislature as this bill), or, at the tenant's sole discretion, damages in the amount of $2,000 per violation, plus attorney's fees and costs. Nothing in this subsection shall limit the liability, either civil or criminal, of a person, or a person's agent or employee, who violates any other law or regulation.

(cf: P.L.2009, c.296, s.3)

20. Section 1 of P.L.2012, c.70 (C.2A:50-73) is amended to read as follows:

1. a. For the purposes of this section, "vacant and abandoned" residential property means residential real estate with respect to which the mortgagee proves, by clear and convincing evidence, that the mortgaged real estate is vacant and has been abandoned or where a notice of violation has been issued pursuant to subsection b. of section 1 of P.L.2014, c.35 (C.40:48-2.12s). Where a notice of violation has not been issued pursuant to subsection b. of section 1 of P.L.2014, c.35 (C.40:48-2.12s), real property shall be deemed "vacant and abandoned" if the court finds that the mortgaged property is not occupied by a mortgagor or tenant as evidenced by a lease agreement entered into prior to the service of a notice of intention to commence foreclosure according to section 4 of the "Fair Foreclosure Act," P.L.1995, c.244 (C.2A:50-56), and at least two of the following conditions exist:

(1) overgrown or neglected vegetation;

(2) the accumulation of newspapers, circulars, flyers or mail on the property;

(3) disconnected gas, electric, or water utility services to the property;

(4) the accumulation of hazardous, noxious, or unhealthy substances or materials on the property;

(5) the accumulation of junk, litter, trash or debris on the property;

(6) the absence of window treatments such as blinds, curtains or shutters;

(7) the absence of furnishings and personal items;

(8) statements of neighbors, delivery persons, or government employees indicating that the residence is vacant and abandoned;

(9) windows or entrances to the property that are boarded up or closed off or multiple window panes that are damaged, broken and unrepaired;

(10) doors to the property that are smashed through, broken off, unhinged, or continuously unlocked;

(11) a risk to the health, safety or welfare of the public, or any adjoining or adjacent property owners, exists due to acts of vandalism, loitering, criminal conduct, or the physical destruction or deterioration of the property;

(12) an uncorrected violation of a municipal building, housing, or similar code during the preceding year, or an order by municipal authorities declaring the property to be unfit for occupancy and to remain vacant and unoccupied;

(13) the mortgagee or other authorized party has secured or winterized the property due to the property being deemed vacant and unprotected or in danger of freezing;

(14) a written statement issued by any mortgagor expressing the clear intent of all mortgagors to abandon the property;

(15) any other reasonable indicia of abandonment.

b. For the purposes of this section, a residential property shall not be considered "vacant and abandoned" if, on the property:

(1) there is an unoccupied building which is undergoing construction, renovation, or rehabilitation that is proceeding diligently to completion, and the building is in compliance with all applicable ordinances, codes, regulations, and statutes;

(2) there is a building occupied on a seasonal basis, but otherwise secure; or

(3) there is a building that is secure, but is the subject of a probate action, action to quiet title, or other ownership dispute.

c. In addition to the residential mortgage foreclosure procedures set out in the "Fair Foreclosure Act," P.L.1995, c.244 (C.2A:50-53 et seq.), a summary action to foreclose a mortgage debt secured by residential property that is vacant and abandoned may be brought by a lender in the Superior Court. In addition, a lender may, at any time after filing a foreclosure action, file with the court, in accordance with the Rules Governing the Courts of the State of New Jersey, an application to proceed in a summary manner because the residential property that is the subject of the foreclosure action is believed to be "vacant and abandoned"; provided, however, that this section shall not apply to a foreclosure of a timeshare interest secured by a mortgage.

d. (1) In addition to the service of process required by the Rules of Court, a lender shall establish, for the entry of a residential foreclosure judgment under this section, that a process server has made two unsuccessful attempts to serve the mortgagor or occupant at the residential property, which attempts must be at least 72 hours apart, and during different times of the day, either before noon, between noon and 6 P.M., or between 6 P.M. and 10 P.M.

(2) In addition to any notices required to be served by law or the Rules of Court, a lender shall, with any order to show cause served as original service of process or a motion to proceed summarily, serve a notice that the lender is seeking, on the return date of the order to show cause, or on the date fixed by the court, to proceed summarily for entry of a residential foreclosure judgment because the property is vacant and abandoned.

(3) When a property is deemed vacant and abandoned as herein defined, a lender shall not be required to serve the debtor with the notice to cure required by section 6 of the "Fair Foreclosure Act," P.L.1995, c.244 (C.2A:50-58).

e. (1) The court may enter a final residential mortgage foreclosure judgment under this section upon a finding, (a) by clear and convincing evidence, that the residential property is vacant and abandoned as defined under subsection a. of this section, and (b) that a review of the pleadings and documents filed with the court, as required by the Rules of Court, supports the entry of a final residential mortgage foreclosure judgment.

(2) A final residential mortgage foreclosure judgment under this section shall not be entered if the court finds that:

(a) the property is not vacant or abandoned; or

(b) the mortgagor or any other defendant has filed an answer, appearance, or other written objection that is not withdrawn and the defenses or objection asserted provide cause to preclude the entry of a final residential mortgage foreclosure judgment.

f. If a final residential mortgage foreclosure judgment under this section is not entered on the original or adjourned return date of an order to show cause or the date fixed by the court to proceed summarily, the court may direct that the foreclosure action continue on the normal track for residential mortgage foreclosure actions for properties that are not vacant and abandoned and the notice to cure served with the order to show cause or the order fixing that date for the matter to proceed summarily shall be of no effect.

g. All actions brought to foreclose on real property pursuant to this section shall proceed in accordance with the Rules of Court.

h. Nothing in this section is intended to supersede or limit other procedures adopted by the Court to resolve residential mortgage foreclosure actions, including, but not limited to, foreclosure mediation.

i. Nothing in this section shall be construed to affect the rights of a tenant to possession of a leasehold interest under **[**the Anti-Eviction Act, P.L.1974, c.49 (C.2A:18-61.1 et seq.)**]** N.J.S.46A:15-1 et seq. (pending before the Legislature as this bill), the "New Jersey Foreclosure Fairness Act," P.L.2009, c.296 (C.2A:50-69 et seq.), or any other applicable law.

j. Notwithstanding paragraph (3) of subsection a. of section 12 of P.L.1995, c.244 (C.2A:50-64) to the contrary, if the court makes a finding in the foreclosure judgment that the property is vacant and abandoned, the sheriff shall sell the property within 60 days of the sheriff's receipt of any writ of execution issued by the court. If it becomes apparent that the sheriff cannot comply with the provisions of this subsection, the foreclosing plaintiff may apply to the court for an order appointing a Special Master or judicial agent to hold the foreclosure sale.

(cf: P.L.2014, c.35, s.3)

21. Section 4 of P.L.1993, c.113 (C.54:5-113.2) is amended to read as follows:

4. No lessee or tenant or the assign, under-tenant or legal representative of such lessee or tenant may be removed by a lienholder or successor thereof established under this act and any amendments and supplements thereto except for good cause as provided under **[**section 2 of P.L.1974, c.49 (C.2A:18-61.1)**]** N.J.S.46A:15-1 (pending before the Legislature as this bill). This section shall apply to any lienholder or successor thereof who has become a lienholder or successor as a result of the sale of tax sale certificates pursuant to section 2 of P.L.1993, c.113 (C.54:5-113.1).

(cf: P.L.1993, c.325, s.5)

22. This act shall take effect immediately.

STATEMENT

This bill adopts the recommendations of the Law Revision Commission, reorganizing and modernizing the State's landlord and tenant law.

Currently, New Jersey landlord and tenant law is scattered over several Titles of the statutes. Most of this law is in Titles 2A and 46, but even there, the provisions are in multiple, non-sequential chapters. In many instances, multiple statutory provisions in different chapters or different Titles discuss different aspects of the same topic. Many provisions no longer have meaning in modern practice and, in some instances, conflict with relevant court pronouncements.

This bill is intended to accomplish several objectives. First, the bill puts all the relevant law in one place. Except for a few miscellaneous provisions, which are part of larger legislative acts or more appropriately belong in their current titles, this bill compiles the law governing landlords and tenants in a single new Title 46A. Reorganization of the laws in to a single title will eliminate the need to search at least three non-sequential chapters in Title 2A and numerous provisions in Title 46 in order to locate statutes governing eviction, security deposits, landlord remedies, and tenant rights, particularly protections for senior citizen tenants, disabled tenants, and tenants residing in certain types of multiple dwellings.

The bill eliminates or replaces archaic terms present throughout the State's landlord and tenant law. The bill also eliminates inconsistencies and confusing provisions. In some cases, current provisions of the State's landlord and tenant law are inconsistent with laws later enacted. However, the Legislature has not repealed or modified the inconsistent provisions to reflect the subsequent changes made because of subsequent acts.

The bill, based on the recommendations of the Law Revision Commission, alters the "Anti-Eviction Act," the "Good Cause for Eviction Act," and the "Summary Dispossess Act," currently codified at chapter 18 of Title 2A. The interaction of the "Anti-Eviction Act" and the "Summary Dispossess Act" is often confusing and ambiguous. This bill revises and reorganizes the three acts, originally enacted separately, to create cohesion among the various provisions of the acts. The bill updates and consolidates the State's eviction statutes, while preserving their significant protections.

Where appropriate, in addition to clarifying language, the bill updates the law by incorporating the holdings of key New Jersey State court determinations. This occurs particularly where the cases clarified an ambiguous issue, made a reasonable determination of legislative intent, or encouraged further legislative clarification.

Lastly, the bill repeals laws that are in conflict with the changes made to the State's landlord and tenant law by this bill. The bill also amends existing statutes that reference statutes repealed by this bill. This bill clarifies the area of landlord and tenant law, which should be easy to find and understand as many people use it frequently, often without the assistance of legal counsel.