

ASSEMBLY, No. 3377

STATE OF NEW JERSEY 219th LEGISLATURE

INTRODUCED FEBRUARY 25, 2020

Sponsored by:

Assemblywoman GABRIELA M. MOSQUERA
District 4 (Camden and Gloucester)

Co-Sponsored by:

Assemblywoman Murphy

SYNOPSIS

Requires landlord to provide written explanation for rent increase on tenant of senior citizen housing project.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 3/5/2020)

1 AN ACT requiring written explanation for certain rent increases and
2 amending P.L.1974, c.49.

3

4 **BE IT ENACTED** *by the Senate and General Assembly of the State*
5 *of New Jersey:*

6

7 1. Section 2 of P.L.1974, c.49 (C.2A:18-61.1) is amended to
8 read as follows:

9 2. No lessee or tenant or the assigns, under-tenants or legal
10 representatives of such lessee or tenant may be removed by the
11 Superior Court from any house, building, mobile home or land in a
12 mobile home park or tenement leased for residential purposes, other
13 than (1) owner-occupied premises with not more than two rental
14 units or a hotel, motel or other guest house or part thereof rented to
15 a transient guest or seasonal tenant; (2) a dwelling unit which is
16 held in trust on behalf of a member of the immediate family of the
17 person or persons establishing the trust, provided that the member
18 of the immediate family on whose behalf the trust is established
19 permanently occupies the unit; and (3) a dwelling unit which is
20 permanently occupied by a member of the immediate family of the
21 owner of that unit, provided, however, that exception (2) or (3) shall
22 apply only in cases in which the member of the immediate family
23 has a developmental disability, except upon establishment of one of
24 the following grounds as good cause:

25 a. The person fails to pay rent due and owing under the lease
26 whether the same be oral or written; provided that, for the purposes
27 of this section, any portion of rent unpaid by a tenant to a landlord
28 but utilized by the tenant to continue utility service to the rental
29 premises after receiving notice from an electric, gas, water or sewer
30 public utility that such service was in danger of discontinuance
31 based on nonpayment by the landlord, shall not be deemed to be
32 unpaid rent.

33 b. The person has continued to be, after written notice to cease,
34 so disorderly as to destroy the peace and quiet of the occupants or
35 other tenants living in said house or neighborhood.

36 c. The person has willfully or by reason of gross negligence
37 caused or allowed destruction, damage or injury to the premises.

38 d. The person has continued, after written notice to cease, to
39 substantially violate or breach any of the landlord's rules and
40 regulations governing said premises, provided such rules and
41 regulations are reasonable and have been accepted in writing by the
42 tenant or made a part of the lease at the beginning of the lease term.

43 e. (1) The person has continued, after written notice to cease,
44 to substantially violate or breach any of the covenants or
45 agreements contained in the lease for the premises where a right of

**EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is
not enacted and is intended to be omitted in the law.**

Matter underlined thus is new matter.

1 reentry is reserved to the landlord in the lease for a violation of such
2 covenant or agreement, provided that such covenant or agreement is
3 reasonable and was contained in the lease at the beginning of the
4 lease term.

5 (2) In public housing under the control of a public housing
6 authority or redevelopment agency, the person has substantially
7 violated or breached any of the covenants or agreements contained
8 in the lease for the premises pertaining to illegal uses of controlled
9 dangerous substances, or other illegal activities, whether or not a
10 right of reentry is reserved to the landlord in the lease for a
11 violation of such covenant or agreement, provided that such
12 covenant or agreement conforms to federal guidelines regarding
13 such lease provisions and was contained in the lease at the
14 beginning of the lease term.

15 f. The person has failed to pay rent after a valid written notice
16 to quit and written notice of increase of said rent, provided the
17 increase in rent is not unconscionable and complies with any and all
18 other laws or municipal ordinances governing rent increases. If the
19 tenant is a resident of a senior citizen housing project, as defined in
20 section 2 of P.L.1995, c.144 (C.2A:42-113), then the notice of
21 increase in rent shall explain the reasons for the rent increase. This
22 explanation shall:

23 (1) describe why the rent increase is not unconscionable;

24 (2) confirm that the rent increase complies with all municipal
25 ordinances, and other applicable laws, governing rent increases; and

26 (3) list the expenses, if any, associated with the tenant's unit,
27 and with common areas of the property, as applicable, that have
28 contributed to the need for a rent increase.

29 g. The landlord or owner (1) seeks to permanently board up or
30 demolish the premises because he has been cited by local or State
31 housing inspectors for substantial violations affecting the health and
32 safety of tenants and it is economically unfeasible for the owner to
33 eliminate the violations; (2) seeks to comply with local or State
34 housing inspectors who have cited him for substantial violations
35 affecting the health and safety of tenants and it is unfeasible to so
36 comply without removing the tenant; simultaneously with service of
37 notice of eviction pursuant to this clause, the landlord shall notify
38 the Department of Community Affairs of the intention to institute
39 proceedings and shall provide the department with such other
40 information as it may require pursuant to rules and regulations. The
41 department shall inform all parties and the court of its view with
42 respect to the feasibility of compliance without removal of the
43 tenant and may in its discretion appear and present evidence; (3)
44 seeks to correct an illegal occupancy because he has been cited by
45 local or State housing inspectors or zoning officers and it is
46 unfeasible to correct such illegal occupancy without removing the
47 tenant; or (4) is a governmental agency which seeks to permanently
48 retire the premises from the rental market pursuant to a

1 redevelopment or land clearance plan in a blighted area. In those
2 cases where the tenant is being removed for any reason specified in
3 this subsection, no warrant for possession shall be issued until
4 P.L.1967, c.79 (C.52:31B-1 et seq.) and P.L.1971, c.362 (C.20:4-1
5 et seq.) have been complied with.

6 h. The owner seeks to retire permanently the residential
7 building or the mobile home park from residential use or use as a
8 mobile home park, provided this subsection shall not apply to
9 circumstances covered under subsection g. of this section.

10 i. The landlord or owner proposes, at the termination of a
11 lease, reasonable changes of substance in the terms and conditions
12 of the lease, including specifically any change in the term thereof,
13 which the tenant, after written notice, refuses to accept; provided
14 that in cases where a tenant has received a notice of termination
15 pursuant to subsection g. of section 3 of P.L.1974, c.49 (C.2A:18-
16 61.2), or has a protected tenancy status pursuant to the "Senior
17 Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226
18 (C.2A:18-61.22 et al.), or pursuant to the "Tenant Protection Act of
19 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), the landlord or
20 owner shall have the burden of proving that any change in the terms
21 and conditions of the lease, rental or regulations both is reasonable
22 and does not substantially reduce the rights and privileges to which
23 the tenant was entitled prior to the conversion.

24 j. The person, after written notice to cease, has habitually and
25 without legal justification failed to pay rent which is due and owing.

26 k. The landlord or owner of the building or mobile home park
27 is converting from the rental market to a condominium, cooperative
28 or fee simple ownership of two or more dwelling units or park sites,
29 except as hereinafter provided in subsection l. of this section.
30 Where the tenant is being removed pursuant to this subsection, no
31 warrant for possession shall be issued until this act has been
32 complied with. No action for possession shall be brought pursuant
33 to this subsection against a senior citizen tenant or disabled tenant
34 with protected tenancy status pursuant to the "Senior Citizens and
35 Disabled Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22
36 et al.), or against a qualified tenant under the "Tenant Protection
37 Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), as long as the
38 agency has not terminated the protected tenancy status or the
39 protected tenancy period has not expired.

40 l. (1) The owner of a building or mobile home park, which is
41 constructed as or being converted to a condominium, cooperative or
42 fee simple ownership, seeks to evict a tenant or sublessee whose
43 initial tenancy began after the master deed, agreement establishing
44 the cooperative or subdivision plat was recorded, because the owner
45 has contracted to sell the unit to a buyer who seeks to personally
46 occupy it and the contract for sale calls for the unit to be vacant at
47 the time of closing. However, no action shall be brought against a

1 tenant under paragraph (1) of this subsection unless the tenant was
2 given a statement in accordance with section 6 of P.L.1975, c.311
3 (C.2A:18-61.9);

4 (2) The owner of three or less condominium or cooperative units
5 seeks to evict a tenant whose initial tenancy began by rental from an
6 owner of three or less units after the master deed or agreement
7 establishing the cooperative was recorded, because the owner seeks
8 to personally occupy the unit, or has contracted to sell the unit to a
9 buyer who seeks to personally occupy it and the contract for sale
10 calls for the unit to be vacant at the time of closing;

11 (3) The owner of a building of three residential units or less
12 seeks to personally occupy a unit, or has contracted to sell the
13 residential unit to a buyer who wishes to personally occupy it and
14 the contract for sale calls for the unit to be vacant at the time of
15 closing.

16 m. The landlord or owner conditioned the tenancy upon and in
17 consideration for the tenant's employment by the landlord or owner
18 as superintendent, janitor or in some other capacity and such
19 employment is being terminated.

20 n. The person has been convicted of or pleaded guilty to, or if a
21 juvenile, has been adjudicated delinquent on the basis of an act
22 which if committed by an adult would constitute an offense under
23 the "Comprehensive Drug Reform Act of 1987," N.J.S.2C:35-1 et
24 al., involving the use, possession, manufacture, dispensing or
25 distribution of a controlled dangerous substance, controlled
26 dangerous substance analog or drug paraphernalia within the
27 meaning of that act within or upon the leased premises or the
28 building or complex of buildings and land appurtenant thereto, or
29 the mobile home park, in which those premises are located, and has
30 not in connection with his sentence for that offense either (1)
31 successfully completed or (2) been admitted to and continued upon
32 probation while completing, a drug rehabilitation program pursuant
33 to N.J.S.2C:35-14; or, being the tenant or lessee of such leased
34 premises, knowingly harbors or harbored therein a person who has
35 been so convicted or has so pleaded, or otherwise permits or
36 permitted such a person to occupy those premises for residential
37 purposes, whether continuously or intermittently, except that this
38 subsection shall not apply to a person harboring or permitting a
39 juvenile to occupy the premises if the juvenile has been adjudicated
40 delinquent upon the basis of an act which if committed by an adult
41 would constitute the offense of use or possession under the said act.
42 No action for removal may be brought pursuant to this subsection
43 more than two years after the date of the adjudication or conviction
44 or more than two years after the person's release from incarceration
45 whichever is the later.

46 o. The person has been convicted of or pleaded guilty to, or if a
47 juvenile, has been adjudicated delinquent on the basis of an act
48 which if committed by an adult would constitute an offense under

1 N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault, or terroristic
2 threats against the landlord, a member of the landlord's family or an
3 employee of the landlord; or, being the tenant or lessee of such
4 leased premises, knowingly harbors or harbored therein a person
5 who has been so convicted or has so pleaded, or otherwise permits
6 or permitted such a person to occupy those premises for residential
7 purposes, whether continuously or intermittently. No action for
8 removal may be brought pursuant to this subsection more than two
9 years after the adjudication or conviction or more than two years
10 after the person's release from incarceration whichever is the later.

11 p. The person has been found, by a preponderance of the
12 evidence, liable in a civil action for removal commenced under this
13 act for an offense under N.J.S.2C:20-1 et al. involving theft of
14 property located on the leased premises from the landlord, the
15 leased premises or other tenants residing in the leased premises, or
16 N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault or terroristic
17 threats against the landlord, a member of the landlord's family or an
18 employee of the landlord, or under the "Comprehensive Drug
19 Reform Act of 1987," N.J.S.2C:35-1 et al., involving the use,
20 possession, manufacture, dispensing or distribution of a controlled
21 dangerous substance, controlled dangerous substance analog or drug
22 paraphernalia within the meaning of that act within or upon the
23 leased premises or the building or complex of buildings and land
24 appurtenant thereto, or the mobile home park, in which those
25 premises are located, and has not in connection with his sentence
26 for that offense either (1) successfully completed or (2) been
27 admitted to and continued upon probation while completing a drug
28 rehabilitation program pursuant to N.J.S.2C:35-14; or, being the
29 tenant or lessee of such leased premises, knowingly harbors or
30 harbored therein a person who committed such an offense, or
31 otherwise permits or permitted such a person to occupy those
32 premises for residential purposes, whether continuously or
33 intermittently, except that this subsection shall not apply to a person
34 who harbors or permits a juvenile to occupy the premises if the
35 juvenile has been adjudicated delinquent upon the basis of an act
36 which if committed by an adult would constitute the offense of use
37 or possession under the said "Comprehensive Drug Reform Act of
38 1987."

39 q. The person has been convicted of or pleaded guilty to, or if a
40 juvenile, has been adjudicated delinquent on the basis of an act
41 which if committed by an adult would constitute an offense under
42 N.J.S.2C:20-1 et al. involving theft of property from the landlord,
43 the leased premises or other tenants residing in the same building or
44 complex; or, being the tenant or lessee of such leased premises,
45 knowingly harbors therein a person who has been so convicted or
46 has so pleaded, or otherwise permits such a person to occupy those
47 premises for residential purposes, whether continuously or
48 intermittently.

1 to be in writing, and would include an explanation of why the rent
2 is increasing. This explanation would:

- 3 (1) describe why the rent increase is not unconscionable;
- 4 (2) confirm that the increase complies with municipal
5 ordinances, and other applicable laws; and
- 6 (3) list any expenses associated with the tenant's unit and
7 common areas of the property that have contributed to the need for
8 the rent increase.

9 Additionally, this bill adjusts the underlying statutory language
10 concerning notice requirements prior to rent increases to clarify that
11 those notices have to be in writing.

12 As used in the bill, a "senior citizen housing project" refers to a
13 building with three or more dwelling units, intended for, and solely
14 occupied by, senior citizens.

15 The bill would take effect on the first day of the third month next
16 following enactment, and would apply to rent increases that take
17 effect on or after that date.