

ASSEMBLY, No. 5242

STATE OF NEW JERSEY

219th LEGISLATURE

INTRODUCED JANUARY 11, 2021

Sponsored by:

Assemblyman BENJIE E. WIMBERLY

District 35 (Bergen and Passaic)

Assemblywoman VERLINA REYNOLDS-JACKSON

District 15 (Hunterdon and Mercer)

Assemblyman RAJ MUKHERJI

District 33 (Hudson)

SYNOPSIS

Prohibits non-emergency evictions Statewide during the COVID-19 covered period.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 1/27/2021)

1 **AN ACT** prohibiting non-emergency evictions Statewide during the
2 COVID-19 covered period.

3

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

6

7 1. The Legislature finds and declares that:

8 a. The mortal threat posed by the COVID-19 pandemic
9 compelled the Governor and Legislature to take drastic but
10 necessary action. Executive Order No. 103 of 2020 slowed the New
11 Jersey economy in order to hinder the rapid spread of the virus and
12 to limit as much as possible the number of infections, severe
13 illnesses, and deaths. At the same time, the Governor and
14 Legislature enacted P.L.2020, c.1 (C.2A:18-59.3) and implemented
15 a moratorium on evictions, in order to ensure that households would
16 be able to shelter in place and eliminate the threat posed by
17 displacement, overcrowding, and the resultant spread of the virus.

18 b. The foregoing measures and associated economic conditions
19 generated by Executive Order No. 103 of 2020 deeply affected the
20 economic well-being of millions of NJ residents, especially tenants,
21 who have substantially lower-incomes and far less wealth than
22 homeowners. This is especially so for lower-income people of
23 color, who continue to be victimized by systemic and structural
24 racism that has left them severely disadvantaged and vulnerable.

25 c. As a result, a large and growing number of tenants have
26 become unemployed or underemployed, or experienced other
27 conditions which have severely constricted their incomes and left an
28 increasing number of tenant households unable to pay all or part of
29 their rent.

30 d. As of September 2020, the unemployment rate of New
31 Jersey was nearly 11 percent, and could remain at that high level for
32 the foreseeable future. Hundreds of thousands of tenants will be
33 unable to pay all or even part of the rental arrearages caused by the
34 pandemic and the necessary measures taken to combat it, neither of
35 which are their fault.

36 e. Hundreds of thousands of struggling tenants will be at risk
37 of eviction for non-payment of all or part of their rent when the
38 eviction moratorium is lifted. The resulting magnitude of
39 displacements and overcrowding will create conditions, which place
40 them, their families, and communities, and ultimately the society at
41 large at risk of a resurgence of COVID-19 and a severe spike in the
42 number of infections, illnesses and deaths.

43 f. In Executive Order No. 103 of 2020, the Governor expressly
44 stated that protection of individual and public health were the
45 primary reasons compelling the imposition of the economic
46 shutdown and eviction moratorium. The recent national eviction
47 moratorium mandated by the Centers for Disease Control and
48 Prevention is grounded in these overwhelming public health

1 concerns. Those concerns continue to remain paramount, and
2 compel the conclusion that eviction on a massive scale due to rental
3 arrearages must be avoided as a potentially catastrophic threat to
4 individual and public health.

5 g. Efforts need to be made to help landlords who have suffered
6 deep economic losses, as well as the hundreds of thousands of
7 tenants who would need immediate assistance in paying their rents
8 going forward until the economy rebounds. However, a wave of
9 evictions and overcrowding must be avoided to prevent a
10 resurgence of COVID-19 infections and deaths, a resurgence, which
11 will threaten the economic recovery and related conditions
12 necessary to generate the income needed to compensate for rental
13 losses and ensure that rental payments can be made going forward.

14

15 2. a. As used in this section:

16 “Covered Period” means the period during which a public health
17 emergency exists as declared by the Governor in Executive Order
18 No. 103 of 2020, as extended, and one year following the
19 conclusion of this period.

20 “Non-Emergency Eviction” means any eviction action against a
21 residential tenant which would have been permitted under State law,
22 prior to the enactment of this act, but does not include eviction
23 actions against a residential tenant who has physically endangered
24 other tenants or the landlord. Self-quarantining due to a COVID-19
25 infection or exposure is not an endangering act.

26 b. Notwithstanding any other law to the contrary, evictions
27 shall be prohibited for nonpayment or habitual late payment by a
28 residential tenant of any and all rent arrearages which accrued
29 during the covered period and that remain due and owing on the
30 date that the covered period ends. Payments made by a tenant after
31 the covered period shall be credited first to the current month’s
32 rental obligation, and any balance shall be credited to any arrearage
33 owed by the tenant.

34 c. A landlord shall remain entitled to pursue a money judgment
35 against a residential tenant for any and all unpaid rent by filing an
36 action in Superior Court. All judgments for possession and
37 warrants for removal for nonpayment or habitual late payment
38 during the covered period, including those entered pursuant to
39 stipulation or consent order, shall be null, void and unenforceable,
40 and the corresponding actions shall be expunged from the court
41 records. No court shall accept any other nonpayment or late
42 payment eviction filings during the covered period related to
43 residential evictions.

44 d. Notwithstanding any other provision of law to the contrary,
45 non-emergency evictions shall be prohibited during the covered
46 period. All judgments for possession and warrants for removal
47 entered in non-emergency eviction actions during the covered
48 period, including those entered pursuant to stipulation or consent

1 order, shall be null, void, and unenforceable, and the corresponding
2 actions shall be expunged from the court records. No court shall
3 accept any other non-emergency eviction filings during the covered
4 period.

5 e. A landlord shall not impose any late fees or any other fees,
6 including attorney's fees, for rent payments not made during the
7 covered period.

8 f. A landlord shall not increase the rent on a residential rental
9 unit during the covered period.

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11 3. This act does not prohibit a landlord from filing civil money
12 suits to collect the back rent owed. A tenant in such an action shall
13 retain the right to assert any and all counterclaims, set-offs, legal
14 defenses, affirmative defenses, and equitable defenses that would
15 otherwise be available to them.

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17 4. This act shall take effective immediately.

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STATEMENT

21

22 This bill prohibits evictions Statewide for non-payment of rent
23 during the COVID-19 covered period.

24 This bill defines covered period to mean the period during which
25 a public health emergency exists as declared by the Governor in
26 Executive Order No. 103 of 2020, as extended, and one year
27 following the conclusion of this period. Additionally, this bill
28 defines non-emergency eviction to any eviction action against a
29 residential tenant which would have been permitted under State law
30 prior to the enactment of this bill, but does not include eviction
31 actions against a residential tenant who has physically endangered
32 other tenants or the landlord. Self-quarantining due to a COVID-19
33 infection or exposure is not an endangering act.

34 Under this bill, evictions would be prohibited for nonpayment or
35 habitual late payment by a residential tenant of any and all rent
36 arrearages which remain due and owing on the date that the covered
37 period ends. Additionally, payments made by a tenant after the
38 covered period shall be credited first to the current month's rental
39 obligation, and any balance shall be credited to any arrearage owed
40 by the tenant.

41 This bill provides that a landlord would remain entitled to pursue
42 a money judgment for any and all unpaid rent by filing an action in
43 Superior Court. All judgments for possession and warrants for
44 removal for nonpayment or habitual late payment during the
45 covered period, including those entered pursuant to stipulation or
46 consent order, would be null, void, and unenforceable, and the
47 corresponding actions shall be expunged from the court records.

1 Additionally, no court would accept any other nonpayment or late
2 payment eviction filings during the covered period.

3 Under the bill, non-emergency eviction would be prohibited
4 during the covered period. All judgments for possession and
5 warrants for removal entered in non-emergency eviction actions
6 during the covered period, including those entered pursuant to
7 stipulation or consent order, would be null, void, and
8 unenforceable, and the corresponding actions would be expunged
9 from the court records. Furthermore, no court would accept any
10 other non-emergency eviction filings during the covered period.

11 Additionally, landlords would be prohibited from imposing any
12 late fees or any other fees, including attorney's fees, for rent
13 payments not made during the covered period and prohibited from
14 increasing the rent on a residential rental unit during the covered
15 period.

16 This bill does not prohibit a landlord from filing civil money
17 suits to collect the back rent owed. The tenant in such actions
18 would retain the right to assert any and all counterclaims, set-offs,
19 legal defenses, affirmative defenses, and equitable defenses that
20 would otherwise be available to them.