

NEW JERSEY DEPARTMENT OF
COMMUNITY AFFAIRS



TRUTH *in* RENTING

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



James E. McGreevey
Governor



Susan Bass Levin
Commissioner

NEW JERSEY DEPARTMENT OF
COMMUNITY AFFAIRS



Department of Community Affairs
Division of Codes and Standards
Office of Landlord/Tenant Information
PO Box 805
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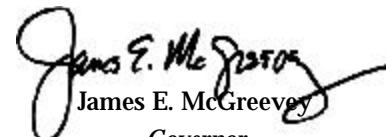
Greetings from Governor McGreevey and Commissioner Levin

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

The 'Truth in Renting' Act was signed in 1976 and since then, we have been producing this booklet as a reference guide so you know and understand your rights as a renter, as well as the responsibilities and rights of your landlords. This booklet outlines information about your lease, security deposit, discrimination, safety, health and many other topics related to your rented home. The book is updated annually so you have the most current information on laws, regulations and other information pertaining to renting in New Jersey.

DCA is committed to helping and protecting New Jersey's citizens. We hope you find this booklet a valuable resource and encourage you to read through it and refer to it often.

Congratulations again on renting your new home in New Jersey.


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INTRODUCTION

About the “Truth In Renting” Act

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

A landlord who does not properly distribute the statement can be subject to a penalty of up to \$100 for each offense. Enforcement of this statute is handled through the Superior Court, Special Civil Part, Landlord-Tenant Section in the county the building is located or in the county the defendant resides. A tenant or landlord may represent him or herself or hire an attorney.

About the Current Statement

The Truth in Renting statement is available from the Department of Community Affairs, Office of Landlord-Tenant Information, PO Box 805, Trenton, N.J. 08625-0805 (see order form in the back of this booklet). The Office of Landlord-Tenant Information does not have jurisdictional authority over the administration of the courts, nor can the Office render legal advice. Any change in the size of print or content of the booklet that is not approved in writing by the Office of Landlord-Tenant Information will be considered to be in violation of the Act. The deadline for posting and distributing this current statement is 30 days after the Department of Community Affairs makes it available for distribution.

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

Special Note on Applicability

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

To obtain copies of the endnotes and literature listed in the back of this booklet, please request copies in writing from the Office of Landlord-Tenant Information, PO Box 805, Trenton, New Jersey, 08625-0805 or fax your requests to 609-292-2839. Please remember this Office is for information only. For legal information and assistance, any person may contact the appropriate Legal Services Office listed in the back of the booklet, his or her county bar association, or his or her own attorney.

The Lease

General Provisions

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

A lease may be either oral or written. If written, it must be in plain language.⁽²⁾ This means that it must be written so that an average person can understand it. The Division of Consumer Affairs can review leases to see if they comply with the Plain Language Law. This review is only available to landlords who request the review in writing. A fee is charged for this service. For more information, write to the Division of Consumer Affairs, P.O. Box 45027, Newark, N.J. 07101, or call (201) 504-6339.

The Truth-in-Renting Act⁽³⁾ provides that any written lease entered into or offered to a tenant must not violate any State laws in effect at the time the lease is made. Agreements in a lease must be reasonable. Once a lease has been made, neither party can be made to accept any new agreements while it is in effect. Any fees that the landlord intends to charge should be clearly stated. This can prevent confusion and possible dispute later. A lease may permit a "late charge" when the rent is not paid by a certain date, although this charge may not be made when the five-day senior citizen grace period⁽⁴⁾ applies, and may also provide for payment by the tenant of the landlord's attorney fees and court costs in the event of eviction for non-payment of rent or for other causes.

A landlord can require a written lease or rental agreement at the beginning of the rental or at any time after that. There is no law that requires the landlord to give the tenant a copy of the lease. The tenant should read the lease or rental agreement before signing. It is advisable for the tenant to get a copy of the lease for his or her own records at the time that it is signed. If a new landlord takes over the building, both the new landlord and the tenant must honor the lease or rental agreement until it expires.

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

To be enforceable, obligations of the landlord or the tenant must be stated in *writing*, either in the lease itself or in separate rules and regulations of the landlord that are accepted, in writing, by the tenant.

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

If a lease contains provisions that are against State statutes, local ordinances or governmental regulations, or a tenant feels provisions are unreasonable, a tenant has the right to enter an action in Superior Court, Special Civil Part, Landlord-Tenant Section in the county the building is located or in the county the defendant resides, asking the court to remove this provision from the lease. ⁽⁶⁾ If a tenant and landlord cannot agree on a lease provision prior to acceptance of the document, the tenant may pursue a court action for clarification of this provision.

Generally, it is the responsibility of the landlord to obtain any certificate of occupancy that may be required by the municipality before a new tenant moves into a unit, although this responsibility is not always made clear in local ordinances and some leases provide that this cost is passed on to the tenant. (*Note: Not all municipalities require a certificate of occupancy when a unit is rented.*)

A landlord may not forbid or prevent installation of cable television and may not require advance payment from tenants for permission to install it.⁽⁷⁾

Mobile Home Leases—Private Residential Leasehold Communities

A mobile home park or private residential leasehold community landlord or operator is required:⁽⁸⁾ (1) to offer a written lease for at least 12 months to each home dweller within the park/community or to a person who has purchased a home from the landlord or operator. The lease must be offered within 30 days from the time the purchaser lawfully moved in; (2) to give the home dweller a copy of all park/community rules and regulations prior to signing a lease; (3) to post a copy of park/

community rules and regulations in a recreation hall or some other place within the park/community where they can be easily found; and (4) to fully disclose all fees, charges and assessments, which must be based on actual costs incurred, and all rules and regulations, before the dweller moves in. Written notice of any changes must be given at least 30 days before the changes become effective.

No landlord or operator may move, or require anyone else to move, any home owned by someone else, unless he or she is able to show that it is reasonably necessary to do so and 30 days written notice is given, except in the case of an emergency. All costs of moving a home at the request of the landlord or operator, including any loss or damage, must be paid or reimbursed by the landlord or operator. Any bribe or other payment to get into a park/community accepted by a landlord or operator makes the landlord or operator a disorderly person and the person making the payment can recover double its amount plus costs in Superior Court, Special Civil Part, Landlord-Tenant Section in the county the park/community is located or in the county the defendant resides.

No landlord or operator may deny any resident the right to sell the resident's home within the park/community or require the unit to be moved solely on account of being sold. The landlord or operator can reserve the right to approve the purchaser, but permission cannot be unreasonably withheld. The posting of a "For Sale" sign on a home may not be forbidden,⁽⁹⁾ nor can the landlord or operator charge a commission or fee for the sale unless he or she acted as the sales agent under a written agreement with the home owner.

The Private Residential Leasehold Community section ⁽¹⁰⁾ has new restrictions for those communities fitting the statutes' definition that outlines rights and responsibilities in the areas of community homeowner associations, first sales and removal of the community from residential use or sale of the entire community. For further information, please write in for a copy of the law and refer to the list of additional sources of information covering mobile homes in the back of this booklet.

Public Housing Leases

Public housing authorities must follow lease regulations developed by the U.S. Department of Housing and Urban Development (HUD) as well as existing State laws. These HUD regulations list both provisions that must be included in housing authority leases and provisions that may

not be included. Any questions regarding public housing can be directed to HUD at (201) 622-7900, ext. 3622, or write to the U.S. Dept. of Housing and Urban Development, New Jersey State Office, 1 Newark Center, Attn: Public Housing, 12th Floor, Newark, New Jersey 07102-5260.

Renewal and Breaking

A lease is a binding contract between the landlord and the tenant and cannot be broken for any reason by either party except as detailed below. No landlord of residential rental properties, except those in owner-occupied two- or three-family dwellings, motels, hotels, transient, or seasonal units, may fail to renew any lease, regardless of whether it is written or oral, except for one of the good cause reasons described in detail under the section entitled "Eviction".⁽¹¹⁾ Tenants of owner-occupied buildings should refer to the section entitled "Other Evictions."

In certain circumstances, a tenant in a yearly lease can break a lease due to disabling illness or accident, if the tenant can show a loss of income, using a prescribed form.⁽¹²⁾ Termination will take place on the 40th day following receipt of the form by the landlord.

Certain tenants in yearly leases can terminate a lease due to the death of a spouse upon notice duly given to the landlord. Such termination shall take place by the 40th day, however, the property shall be vacated and possession turned over to the landlord at least five days prior to the 40th day following receipt of the notice by the landlord.⁽¹³⁾ Please note, however, the provisions of this act shall not apply to any lease the terms of which shall explicitly provide otherwise.

A tenant who breaks a lease could be required to make rental payments until the expiration date of the lease, unless the tenant can demonstrate that either: 1) "constructive eviction" (unlivable conditions) exists, meaning that the tenant notified a landlord of unlivable conditions or disturbances by other tenants and received no help to correct those conditions;⁽¹⁴⁾ or 2) the landlord had re-rented. A landlord may sue the tenant who breaks a lease in the appropriate court for any damages (loss of rent, structural damage, monies extended to advertise, etc., to obtain a new tenant) caused to the dwelling unit by the tenant.

Once a unit is re-rented, there is no further obligation to pay rent unless the landlord has had to re-rent at a lower rental rate. The landlord must be able to demonstrate that he or she tried to mitigate damages by making a reasonable effort to re-rent.⁽¹⁵⁾

Tenants who remain in a unit after giving their landlord notice of their intent to leave may be held responsible for double rent payments for the months that the tenant shall continue to occupy the unit.⁽¹⁶⁾

Sailors and Soldiers Civil Relief Act

A person leasing an apartment *before* entering the military has the legal right under this Act⁽¹⁷⁾ to give a 30-day notice to the landlord and break the lease with no further monetary responsibility. He or she is also entitled to the return of his or her security deposit.

If a serviceperson leases an apartment *after* entering the military, he or she is still legally responsible for the rent payments up to the end of the lease if no tenant is found to re-rent the unit.

Another thing to be aware of is that no dependents of a serviceperson may be evicted from the unit in the case of non-payment of rent where the rent does not exceed \$1,200 per month, unless a court order for removal is obtained through the New Jersey Eviction Statute; however, suits could be delayed or postponed when a serviceperson is not under the jurisdiction of the court.

For further help, the Legal Assistance Section of Fort Dix at (609)562-2497 or the Reserve Office of Fort Monmouth, Legal Services Office at (908) 532-4371 may be contacted.

Security Deposits

The following applies to all residential rental properties, including mobile homes, except owner-occupied two- or three- family dwellings. (A tenant in an owner-occupied two- or three-family dwelling may, however, make this provision applicable to his or her tenancy 30 days after sending a written request to the landlord that the landlord fulfill the requirements of the Security Deposit Law.)⁽¹⁸⁾

The security deposit cannot be more than one and one-half times one month's rent.⁽¹⁹⁾ It can be less. This money continues to be the property of the person making the deposit and must be held in trust by the person receiving the money. This means that the person who receives the money must make sure that no use is made of the money that is not permitted by law.

The security money must be deposited in a bank or savings and loan association in New Jersey in an account bearing interest at the current rate. However, a person who receives security deposit money for 10 or more units must invest that money in an insured money market fund of a New Jersey-based investment company or deposit it in a money market account at a New Jersey bank, savings bank or savings and loan association. To pay for his or her administrative expenses, the person who received the security deposit is entitled to annually retain either one percent of the amount deposited or 12 1/2 percent of the interest, whichever is greater, minus any service fee charged by the investment

company, bank, savings bank or savings and loan association. This section of the Security Deposit Law does not apply to rentals of seasonal use or rental, migrant, or temporary workers where the rental is in connection with work or the place where work is being performed. "Seasonal rentals" are rentals that do not exceed 60 consecutive days by persons having a permanent residence elsewhere.

After all administrative expenses are deducted, the balance of the accrued interest is referred to as the tenant's portion and shall be permitted to compound to the benefit of the tenant, be paid to the tenant in cash, or be credited toward the payment of rent due on the renewal or anniversary of the tenant's lease, as the tenant decides.

A person who receives a security deposit may not combine security deposit money with his or her own funds.

A tenant must be notified in writing of the name and address of the banking institution or investment company at which the money is deposited and the amount of the deposit. This must be done within 30 days after the full deposit is received. If a tenant does not receive this notice, the tenant may use the security deposit for rent payments. A tenant who wants to use the security deposit for payment of rent must give written notice to the landlord that the security money should be used for rent payments due or to become due from the tenant. After giving this notice the landlord cannot make further demand for a security deposit. However, it is possible that a new owner would be entitled to a security deposit upon demand.⁽²⁰⁾

If a tenant is forced to move from a dwelling as a result of fire, flood, evacuation or condemnation by a municipal or State agency, and will not be able to move back in for at least seven days, the landlord must return the security deposit, minus any rent that may be due and owing. Within three business days after receiving notice that the tenant has had to move, the landlord must let the tenant know that the security deposit will be returned and tell the tenant where it can be collected. The landlord may arrange to have the municipal clerk hold the security deposit so that the tenant may collect it at the clerk's office. If the tenant has not collected the deposit within 30 days, the landlord can redeposit it with the same banking institution or investment company with which it was deposited before. If the tenant is later able to move back into the apartment but has already collected the deposit, the tenant must again pay a security deposit (one-third will be due immediately, another one-third in 30 days and the last one-third in 60 days) to the landlord.

Within 30 days after the end of a tenancy, a landlord must return to a tenant the money made as a deposit plus the interest that has been earned. The landlord may deduct from this sum the cost of any damages to the property or any other money due to him or her under the terms of the lease or agreement. The landlord must return this money either by personal delivery or by registered or certified mail. If there are any deductions made from the security deposit by the landlord, an itemized list of these deductions must also be sent to the tenant by registered or certified mail within 30 days. If the amount of money owed to the landlord for damages or unpaid rent is greater than the amount of the security deposit, the landlord may sue for the difference.

If a landlord fails to return the security deposit within 30 days, the tenant may sue. If the tenant is successful, the court may award the tenant double the amount owed, together with court costs and reasonable attorney's fees.⁽²¹⁾

If a building is sold, the original landlord is required to turn over the deposit plus any interest owed to the new landlord and then to notify the tenant by registered or certified mail that the new landlord will be responsible for the security deposit.⁽²²⁾ A court decision held that it is the responsibility of the new landlord to get the deposited security from the old landlord and the new landlord will be held responsible for the return of the security money even if he or she does not receive it from the old landlord.⁽²³⁾

The Small Claims section of the Special Civil Part of the Superior Court Law Division in the county the building is located or in the county the defendant resides has jurisdiction in actions involving security deposits where the amount does not exceed \$2, 000. For actions over \$2, 000 but not to exceed \$10, 000, any person must file in the Special Civil Part of the Superior Court Law Division.⁽²⁴⁾

Any person who unlawfully uses security deposit monies may be criminally charged as a disorderly person and may be subject to a fine of not less than \$200.00 or imprisonment for not more than 30 days, or both.⁽²⁵⁾

Discrimination

The New Jersey Law Against Discrimination requires equal treatment in the sale or rental of housing regardless of race, creed, color, national origin, ancestry, sex, marital status, or physical condition.⁽²⁶⁾ The Law applies to all landlord-tenant relationships, except those involving owner-occupied dwellings and residences planned exclusively and occupied by

one sex (example, YMCA).⁽²⁷⁾ Discrimination complaints should be reported to the field office of the Division on Civil Rights, New Jersey Department of Law and Public Safety, which is responsible for the area where the property is located. *(See back of the booklet for proper addresses.)*

Refusal to rent to a family that includes children under 14 years of age and refusal to rent because of the source of any legal income are prohibited by another New Jersey law,⁽²⁸⁾ while discrimination based on age is, with certain exceptions, forbidden by the Federal "Fair Housing Act." Retirement communities, especially those with minimum ages below 55, are affected by the 1988 amendments to the Federal "Fair Housing Act."⁽²⁹⁾ Also prohibited is an agreement that a lease is cancelled upon the birth of a child. A complaint against a person who refuses to rent, or who tries to cancel a lease, on any of these grounds may be filed with the Municipal Court in the community in which the discrimination occurred. Violations of Federal law may be reported to the United States Department of Housing and Urban Development or the United States Attorney. It is not illegal to refuse to rent if illegal overcrowding would result, or if an applicant has a poor credit rating or does not have enough income to afford the rent.

Consumer Fraud Protection

Since 1976, deception, fraud, misrepresentation, or knowing failure or refusal to provide important information in connection with the sale or advertisement of real estate have been illegal in New Jersey.⁽³⁰⁾

The Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, Post Office Box 45025, 124 Halsey Street, Newark, New Jersey 07102, (201)504-6200, then press #8 for a Consumer Service Representative, is responsible for enforcing the Consumer Fraud Act. An individual can also sue for triple damages for consumer fraud.⁽³¹⁾

Identity of Landlord

A landlord who owns a one- or two-family non-owner occupied house is required by law to file a registration statement with the clerk of the municipality in which the building is located.⁽³²⁾ If the building has three or more units, the statement must be filed with the Bureau of Housing Inspection, PO Box 810, Trenton, New Jersey 08625-0810, on a registration form provided by the Bureau. The Bureau sends a validated copy of the filed registration form to the municipal clerk. No filing is required for owner-occupied two-family houses.

The registration statement must also be given to each tenant and posted in a place in the building where it can be easily seen. The document must state the date of preparation and contain the names and addresses of the following: (a) the owner or owners of the building and the owners of the rental business if not the same person; (b) the registered agent and corporate officers if the owner is a corporation; (c) a person who resides in or has an office in the same county as the building and is authorized to accept service of process, if the owner is not located in the county; (d) the managing agent; (e) regular maintenance personnel; (f) the owner's representative who must be available and able to act in an emergency (the representative's telephone number must be listed); (g) every holder of a recorded mortgage on the building. If fuel oil is used to provide heat to the building and it is furnished by the owner, the name and address of the fuel oil dealer and the grade of oil used must also be included.

If there is any change in any of this information, a landlord must file an amended registration with the Bureau of Housing Inspection or, in the case of a one- or two-family dwelling, with the clerk of the municipality, within 20 days, correct the information posted in the building and notify each tenant in writing within 7 days after filing. No fee is charged by the Bureau for the filing of amended registration statements.

In any eviction action by a landlord who has failed to follow the provisions of this law, the court is required by law to reserve judgment and continue the case—that is, to keep the case open and *not* issue a judgment for eviction—for up to 90 days to allow the landlord time to comply. If the owner has not complied within this time, the court must dismiss the case, which means that the tenant is not evicted.

A landlord who violates this act is liable for a penalty of not more than \$500.00 for each offense. The penalty may be enforced in a summary proceeding in the Special Civil Part of the Superior Court Law Division in the county the building is located or in the county the defendant resides or in the municipal court under the Penalty Enforcement Law upon a complaint by the Attorney General or any other person. If there is a money judgment, the amount will be paid to the State Treasurer of New Jersey, if the Attorney General brings suit, or to the municipality if anyone else brings suit.

Rent

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

Nonpayment and Distraint

When a tenant threatens to leave the unit without payment of rent, and a landlord has not yet received judgment from the court, the landlord may seek a temporary restraining order to prohibit the tenant from leaving the jurisdiction of the court without paying rent.⁽³³⁾

A landlord is prohibited from taking or holding a residential tenant's possessions for nonpayment of rent. The legal term for this practice is "distraint." A landlord cannot use distraint for money owed on a lease or other agreement for a unit used only as a residence.⁽³⁴⁾

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

Rent Increases and Rent Control

The State of New Jersey has no laws that establish, govern or control rents. Each municipal governing body in this State may pass an ordinance establishing rent control or rent levelling. These ordinances are enforced by locally created boards. They have been upheld as a valid exercise of the municipal police power where there is a housing shortage.⁽³⁵⁾

Notice requirements for rent increases are contained in the Eviction Law.⁽³⁶⁾ This law provides that before an owner can evict a tenant for nonpayment of an increased rent, he or she must first serve the tenant with a valid notice to quit and increase of rent.⁽³⁷⁾ (*This notice does not mean that the tenant must actually leave; the tenant has the right to remain as long as he or she pays any legal increase in rent.*) The increase in rent must not be unconscionable—that is, it must not be so unreasonable as to shock the conscience of a fair and honest person—and must comply with State laws and any municipal ordinances governing rent increases. If a tenant does not agree that a rent increase is legal and the landlord sues to evict the tenant for not paying the increase, it will be up to the court to decide if the increase is legal. If the court finds that the increase is legal, the tenant will have to pay it in order to avoid being evicted.

When a building is converted to a condominium or cooperative form of ownership, or to fee simple ownership of units, rents may not be increased to cover costs resulting solely from the conversion.⁽³⁸⁾ (*This does not mean that rents may not be increased to cover the cost of new services or amenities.*) This protection applies to all tenants, regardless of whether they are eligible for protected tenancy as senior citizens or disabled persons.

When a landlord follows the requirements for increasing rent and a tenant refuses to pay the increased amount, the landlord may begin an eviction action. If an increase is unconscionable or a tenant has not received proper notice, the tenant may file a complaint with a municipal rent control board where one exists.

Where there is no municipal rent control and a rent increase is charged that a tenant does not pay on the grounds that it is unconscionable, the landlord may seek to evict the tenant by court action and prove that the increase is not unconscionable.

Public Financed and Subsidized Housing

Housing developments owned or subsidized by the U.S. Department of Housing and Urban Development (HUD), as well as unsubsidized developments with HUD-insured mortgages determined by HUD to have certain economic problems, are not subject to municipal rent control ordinances. For further information on the proper notice of a rent increase (the allowable amount of each rent increase in HUD buildings), write to the U.S. Department of Housing and Urban Development, New Jersey State Office, 1 Newark Center, 12th Floor, Newark, New Jersey 07102-5260, or call (201) 622-7900 ext. 3400. Likewise, rents fixed and controlled by the New Jersey Housing and Mortgage Finance Agency (NJHMFA) in projects it finances are not subject to municipal rent control ordinances. For further information on the proper notice of a rent increase or the allowable amount of rent increase in a NJHMFA project, please write to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Ave., P.O. Box 18550, Trenton, New Jersey 08650-2085, or call (609) 278-7400.

Property Tax Rebate For Tenants

The Tenant Property Tax Rebate Act of 1990⁽³⁹⁾ requires owners to pass through to their tenants, as a rent credit or cash rebate, the full amount of any current property tax reduction. The reduction, if any, is derived by comparison of current year taxes with any previous year beginning with 1990, that shows the larger rebate amount.

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

Exceptions to the Tenant Property Tax Rebate are made for owner-occupied two- and three-family dwellings, including separate units on a single parcel; for hotels, motels, and other guesthouses serving transient or seasonal tenants; and buildings or agencies subject to payments in lieu of taxes, and cooperatives, mutual housing corporations, or continuing care retirement communities subject to the Limited Dividend and Non-Profit Housing Corporations or Associations Law. However, unit owners who qualify for a rebate in such places must remit the rebate to the tenant.

This information is a summary of the 1990 Act. It is conceivable that this information may change each year. For this reason, please direct all questions about this program to the Tenant Property Tax Rebate Program, Division of Local Government Services, N.J. Department of Community Affairs, PO Box 803, Trenton, N.J. 08625-0803, (609) 984-5076, to ascertain any current changes between reprints of this booklet. That office makes available a booklet titled "Tenant and Landlord Guide to the Tenant Property Tax Rebate Act" that may be obtained by contacting that office.

State Homestead Credit for Tenants

Tenants may also be eligible for a rebate entitled "Homestead Credit for Tenants,"⁽⁴⁰⁾ if they were tenants during the year for which the tax return is filed. This is not a credit on rent payments and is not paid by or through the landlord. A tenant may receive payment from the New Jersey Division of Taxation by completing the information required on the Homestead Property Tax Rebate Application Form HR 1040. This form must be filed by April 15th of each year with the New Jersey Division of Taxation. Even tenants who are not required to file a return for income taxes should file this form. They may still be eligible for this rebate. Questions concerning this credit should be directed to the New Jersey Division of Taxation, Taxpayers Information Service, 50 Barrack Street, PO Box 269, Trenton, N.J. 08646, (609) 588-2200 or (800) 323-4400.

Maintenance

Both landlords and tenants have certain obligations for the maintenance of dwelling units. These are based on lease provisions, New Jersey statutes, local municipal ordinances, and court decisions.

In general, a tenant must protect and preserve a landlord's property. Generally acceptable housekeeping practices must be followed. Proper and timely notice must be given to a landlord when there are conditions that must be repaired or corrected. A property should be returned to the landlord in the same condition as it was received, except for normal wear and tear.

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

Federal Lead-Based Paint Disclosure

In 1992 Congress passed the Residential Lead-Based Paint Hazard Reduction Act which requires the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) to disclose and educate the public of the necessity to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning the fall of 1996 most homebuyers and renters must receive information on lead-based paint and low-cost tips on identifying and controlling lead-based paint hazards in public and private housing built before 1978. This information must include the Consumer Product Safety Commission's (CPSC) pamphlet titled 'Protect Your Family from Lead in Your Home.' Sellers, landlords and their agents must provide this information before ratification of a contract of sale or a lease agreement. Most leases must include a federal disclosure form about lead-based paint.

For specific questions after reviewing the information call the National Lead Information Clearing House (NLIC) at (800) 424-5323 or (800) 526-5456 for the hearing impaired.

For Bulk copies of the pamphlet call (202) 512-1800. Ask for 'Protect Your Family from Lead in Your Home' or Stock Number 055-000-00507. Camera ready copies of the pamphlet are also available.

For single copies of the pamphlet, forms and the rules contact the NLIC at (800) 424-5323 or (800) 526-5456 for the hearing impaired or fax a request to (202) 659-1192.

Health, Safety, and Maintenance Standards

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

State Inspection and Enforcement

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

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

The Hotel and Multiple Dwelling Law gives the Commissioner of the Department of Community Affairs power to issue and enforce regulations and to levy penalties to assure that multiple dwellings are maintained so that they do not endanger the health, safety or welfare of the tenants or the general public.⁽⁴¹⁾ Both landlords and tenants must maintain buildings so that there is no violation of these regulations. Tenants must take care of their units and report any code violations to the landlord or superintendent and upon one-day notice, must allow the landlord or his representative to enter the unit to make any inspections, repairs or alterations required in order to meet code requirements.⁽⁴²⁾ The landlord must keep the property in good repair, clean, free of infestation and free of any hazards or nuisances that might be harmful to the health or safety of the occupants, and must provide basic maintenance, including heat, building security, smoke alarm systems and properly functioning plumbing and electrical systems, etc.

Tenants who occupy one- or two-family dwellings should be aware that an amendment to the Uniform Fire Safety Act requires working smoke detectors in these residences; and that a certificate of smoke detector compliance must be obtained by the owner before any change of occupancy occurs.⁽⁴³⁾ Any person needing additional information should contact the local, (that is, town, borough, township) FIRE OFFICIAL who administers the Uniform Fire Safety Act.

State Heat and Utility Requirements

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

The State Board of Regulatory Commissioners (B.R.C.) enforces regulations that prohibit utility companies from shutting off utilities in tenant-occupied buildings whose owners have failed to make payments until tenants have been notified and given an opportunity to agree to make future payments.⁽⁴⁴⁾ The two offices of the B.R.C. are located at 2 Gateway Center, Newark, NJ 07102, (201)648-2350 or 1-800-624-0241, and at 44 S. Clinton Avenue, PO Box 350, Trenton, NJ 08625, (609) 777-3300.

State Department of Health and Municipal Authority

The State Department of Health requires that local Boards of Health conduct a housing code enforcement program that meets State standards. The local, regional, or county board of health must adopt an ordinance at least equivalent to the New Jersey State Housing Code or BHI regulations, both published by the New Jersey Department of Community Affairs, or equivalent to the maintenance codes published by BOCA (Building Officials and Code Administrators, Inc.) or APHA (American Public Health Associations). The board of health must conduct complaint inspections in any building within its jurisdiction and follow up with any necessary court enforcement.⁽⁴⁵⁾

A local board of health has the authority to order the removal of lead paint from the interior of a dwelling unit when it causes a danger to occupants. When the heating equipment in a residential unit fails and the landlord does not take appropriate action after receiving proper notice from the tenant, the local board of health may act as agent for the landlord and order the repairs necessary to restore the equipment to operating condition.⁽⁴⁶⁾

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

“Repair and Deduct” and Rent Withholding

“Repair and deduct” and rent withholding are remedies available to a tenant only when there is a defect in a vital facility, that is, something necessary for living does not work, or a hazardous condition threatening the safety of residents. A maintenance problem that does not make something necessary for living unusable and does not threaten residents’ safety is not a “defect in a vital facility.” In any particular case, the courts may have to decide if the reason for using either remedy is justified. It is important that any rent that is withheld be set aside and not used for any other purpose until the court has decided the matter. Legal assistance, or the assistance of a tenants’ or mobile

home organization, in the use of these remedies is advisable.

The New Jersey Supreme Court has allowed the self-help remedy of "repair and deduct."⁽⁴⁷⁾ A landlord promises at the beginning of a lease that the vital facilities needed to make the dwelling unit livable are in good condition and the property will be maintained. When there are defects in the vital facilities, A TENANT MUST FIRST NOTIFY THE LANDLORD OF THE SITUATION AND ALLOW A REASONABLE AMOUNT OF TIME FOR THE LANDLORD TO MAKE REPAIRS OR REPLACEMENTS. If a landlord fails to take action, a tenant may have the repairs made and deduct the cost from future rents. However, a landlord may take a tenant to court for nonpayment of rent. As a defense, the tenant would have to prove the presence of defects, the failure of the owner to act despite having received reasonable notice, and the need to make repairs. In case the matter goes to court, the tenant may be required to demonstrate that the deducted amount is in hand. This is not required by statute but it is the practice in some courts. If there is a finding in favor of the landlord, the unpaid rent must be paid by the end of the court day to avoid eviction.

Rent withholding was authorized when the New Jersey Supreme Court⁽⁴⁸⁾ held that the obligation of a tenant to pay rent and the obligation - whether written or not - on the part of a landlord to maintain the property in a livable condition are mutually dependent.

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

Rent Receivership

In the event that a dwelling unit fails to meet minimum standards of safety and sanitation, the Rent Receivership Law permits the public officer of a municipality or tenant(s) of a dwelling to petition the court for a judgment directing the deposit of rents into court and the appointment of an administrator who must use the money to correct the unsafe conditions.⁽⁴⁹⁾

Crime Insurance Information

The Federal Crime Insurance Program previously summarized in past editions of this booklet is no longer available. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application. This insurance is applicable to theft and/or burglaries.

Locks

In order for a dwelling unit to be insurable, it must be equipped with locks that meet Federal standards as described below.

State law requires that every landlord of a multiple dwelling equip the building with locks meeting Federal standards. These standards are the same as those required under the New Jersey Hotel and Multiple Dwelling Regulations.

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

Penalties for Damaged Property

Destruction, damage, or injury to the premises by a tenant, whether done willfully or through gross negligence, is a cause for eviction.⁽⁵⁰⁾ The landlord may institute a summary dispossession action in the Landlord-Tenant Section, Special Civil Part of the Superior Court Law Division in the county the building is located to obtain possession of the premises three days after giving written notice to the tenant.⁽⁵¹⁾

A landlord may sue a destructive tenant in a civil action in Superior Court for costs resulting from damage. The Landlord-Tenant Section, Special Civil Part of the Superior Court Law Division in the county the building is located has jurisdiction in actions between a landlord and a tenant when the amount is \$7, 500 or less.

A tenant who is maliciously destructive can be brought to municipal court on charges of being a disorderly person.⁽⁵²⁾

Public Housing Maintenance

Public Housing Authority leases must contain the rights and responsibilities of both the authority and the tenant in the event there is extensive damage to a property and conditions are created that are hazardous to life, health, or safety of the occupants. A lease must include a provision for standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time, and a provision for reduction of rent in proportion to the seriousness of the damage and loss in value as a dwelling.⁽⁵³⁾

Eviction

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

“Self-help” Evictions

“Self-help” evictions—that is, entry into a dwelling unit and removal of tenants without their permission or without a judgment from a court—are not permitted in New Jersey under any circumstances.⁽⁵⁴⁾ A landlord or any other person who enters an apartment or property without a court order authorizing such entry and/or holds a tenant's belongings unlawfully by force or threat of monies owed may be liable to damages to the tenant.⁽⁵⁵⁾

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

Causes for Eviction

The eviction for good cause law applies to all residential rental properties, including mobile homes, and land in a mobile home park, except owner-occupied two- or three-family dwellings, hotels, motels, and other dwellings housing transient or seasonal tenants, or a unit held in trust on

behalf of a member of the immediate family where one member of the immediate family permanently occupies the unit and this person has a developmental disability.⁽⁵⁶⁾ The Rooming and Boarding House regulations adopted by the Department of Community Affairs make it applicable to rooming and boarding houses as well and also provide that notice for residents of those buildings must be given to the county welfare board three days before an eviction action is instituted.⁽⁵⁷⁾

There are a number of causes for eviction. Each cause, except for nonpayment of rent, must be described in detail by a landlord in a written notice to a tenant.⁽⁵⁸⁾ No residential landlord may evict or fail to renew a lease, whether written or oral, unless the landlord can prove in court one of the 16 causes listed below.⁽⁵⁹⁾ Depending on the cause, a certain amount of time must pass after delivery of written notice before a landlord may begin eviction action by filing a complaint in the Landlord-Tenant Section, Special Civil Part of the Superior Court Law Division in the county the building is located. When a complaint is filed, a tenant will receive a summons to appear in court on a certain date. FAILURE TO APPEAR MAY RESULT IN LOSING THE CASE BY DEFAULT.

In some cases a landlord is required to give a tenant a preliminary written notice (written notice to cease) to stop certain acts. Only when a tenant continues such acts after the first notice does a landlord have a cause for eviction.

CAUSES FOR EVICTION, NOTICE REQUIREMENTS, AND TIME BEFORE LEGAL ACTION FOR EVICTION MAY BE INSTITUTED, ARE AS FOLLOWS:

- A. A TENANT FAILS TO PAY RENT, DUE AND OWING, ON AN ORAL OR WRITTEN LEASE.** No written notice is required and legal action may be instituted immediately.
- B. A TENANT CONTINUES DISORDERLY CONDUCT THAT DENIES PEACE AND QUIET TO OTHER TENANTS OR TO OTHER PEOPLE IN THE NEIGHBORHOOD AFTER A WRITTEN NOTICE TO STOP.** Legal action may be instituted three days after a second written notice.
- C. A TENANT CAUSES DESTRUCTION, DAMAGE, OR INJURY TO THE PREMISES WILLFULLY OR THROUGH GROSS NEGLIGENCE.** Legal action may be instituted three days after a written notice.
- D. A TENANT CONTINUES TO VIOLATE ANY REASONABLE RULES AND REGULATIONS AFTER A WRITTEN NOTICE TO STOP. (THE RULES AND REGULATIONS MUST HAVE BEEN ACCEPTED IN WRIT-**

ING BY THE TENANT OR MADE PART OF THE LEASE AT THE BEGINNING OF THE LEASE TERM.) Legal action may be instituted one month after a second written notice. *(Note: Month to month leases begin on the day rent is due and end one month later. Any rules or regulations for this type of tenancy would be given on or before the start of the new month and continue after that.)*

- E. A TENANT CONTINUES A SUBSTANTIAL BREACH OF ANY REASONABLE CONVENANT OR AGREEMENT IN A LEASE AFTER A WRITTEN NOTICE TO STOP. (THE CONVENANT OR AGREEMENT MUST HAVE BEEN CONTAINED IN THE LEASE AT THE BEGINNING OF THE LEASE TERM.) Legal action may be instituted one month after a second written notice.
- F. A TENANT FAILS TO PAY RENT AFTER A VALID NOTICE TO QUIT AND NOTICE OF RENT INCREASE.⁽⁶⁰⁾ THE INCREASE MUST NOT BE UNCONSCIONABLE AND MUST COMPLY WITH ANY LAWS OR MUNICIPAL ORDINANCES GOVERNING RENT INCREASES.⁽⁶¹⁾ No written notice is required and legal action may be instituted immediately. *(Note: The notice to “quit” the premises that accompanies a rent increase notice does **not** mean that the tenant must actually leave the unit—although he or she may have to do so if the court determines that the rent increase is not unconscionable—or that the landlord is bringing an eviction action.)*

Note: Tenants evicted under the following “G” provisions may be eligible for financial and other assistance for relocation. If they are eligible, this assistance must be provided before they can be evicted. Copies of the Eviction/Relocation Regulations can be obtained from the Office of Landlord-Tenant Information, PO Box 805, Trenton, NJ 08625-0805, or fax your request to (609) 292-2839. Information on relocation assistance can be obtained from the Relocation Assistance Program⁽⁶²⁾ of the Bureau of Housing and Community Development, PO Box 806, Trenton, NJ 08625-0806, (609) 633-6258.

- G. (1) A LANDLORD OR OWNER WHO HAS BEEN CITED FOR VIOLATIONS OF LOCAL OR STATE CODES WANTS TO PERMANENTLY BOARD UP OR DEMOLISH THE PREMISES OR CAN PROVE IT IS ECONOMICALLY UNFEASIBLE FOR THE OWNER TO ELIMINATE THE VIOLATIONS. Legal action may be instituted three months after a written notice. No

warrant for possession will be issued until the requirements of the relocation law have been met.

- G. (2) A LANDLORD OR OWNER HAS BEEN CITED FOR VIOLATIONS OF LOCAL OR STATE CODES AND IT IS NOT FEASIBLE TO REMEDY THE CONDITIONS WITHOUT REMOVING THE TENANTS. Legal action may be instituted three months after a written notice. No warrant for possession will be issued until the requirements of the relocation laws have been met. In addition, notice must be given by the landlord to the Department of Community Affairs, Office of Landlord-Tenant Information, PO Box 805, Trenton, NJ 08625-0805, so that the Department may prepare a report advising the court and the parties as to the feasibility of remedying the conditions without removing the tenants.
- G. (3) A LANDLORD OR OWNER WHO HAS BEEN CITED FOR VIOLATION OF LOCAL OR STATE CODES SEEKS TO CORRECT AN ILLEGAL OCCUPANCY. Legal action may be instituted three months after a written notice. No warrant for possession will be issued until the requirements of the relocation law have been met.
- G. (4) A LANDLORD OR OWNER IS A GOVERNMENTAL AGENCY THAT WANTS TO REMOVE THE PROPERTY FROM THE RENTAL MARKET TO CARRY OUT A REDEVELOPMENT OR LAND CLEARANCE PLAN. Legal action may be instituted three months after a written notice. No warrant for possession will be issued until the requirements of the relocation law have been met.
- H. AN OWNER IS PERMANENTLY REMOVING A BUILDING OR A MOBILE HOME PARK FROM RESIDENTIAL USE. Legal action may be instituted 18 months after written notice. When a lease is in effect, no legal action may be taken until the lease expires.
- I. A LANDLORD OR OWNER AT THE TERMINATION OF A LEASE PROPOSES REASONABLE CHANGES OF SUBSTANCE IN THE TERMS OR CONDITIONS OF THE LEASE (WHICH COULD INCLUDE A CHANGE IN TERM) AND THE TENANT REFUSES TO ACCEPT THE CHANGES AFTER RECEIVING A WRITTEN NOTICE DESCRIBING THE CHANGES. Legal action may be instituted one month after a second written notice.

J. A TENANT HABITUALLY FAILS TO PAY RENT DUE AND OWING WITHOUT LEGAL JUSTIFICATION AFTER RECEIVING A WRITTEN NOTICE TO CEASE. Legal action may be instituted one month after a second written notice. *(Note: The second written notice in this and the other cases where the phrase “second written notice” is used is usually titled a “notice to quit.” A “notice to cease” must come first in order to warn the tenant that such action as habitual late payment or the causes in B., D., or E. are no longer acceptable, and, if continued, will serve as a cause for eviction.)*

K. A LANDLORD OR OWNER OF A BUILDING IS CONVERTING FROM THE RENTAL MARKET TO A CONDOMINIUM OR COOPERATIVE. Legal action may be instituted three years after written notice, except that tenants who qualify for protection under the Senior Citizen and Disabled Protected Tenancy Act (see below) cannot be evicted for 40 years. When a lease is in effect, no legal action may be taken until the lease expires. The landlord must comply with the regulations governing conversion to condominiums and cooperatives. At any time within 18 months of receiving notice demanding possession of the unit, a tenant may request, in writing, that the landlord provide an opportunity to rent comparable housing. (“Comparable housing” is housing that is decent, safe and sanitary and does not violate any housing codes; that is open to all people regardless of race, creed, national origin, ancestry, marital status or sex; that is similar to the unit from which the tenant is being evicted with regard to size, number of rooms, rent range, major kitchen and bathroom facilities and any special facilities needed for a handicapped or infirm person; is located in an area that is as desirable with regard to closeness to the tenant’s job or business, closeness to shopping and community facilities and the quality of the general surroundings; and that meets such additional reasonable requirements as the tenant has included in his or her written request for comparable housing.) Up to five one-year stays of eviction shall be granted by the court until the court is satisfied that the tenant has been offered a reasonable opportunity to examine and rent comparable housing, except that not more than one one-year stay shall be granted if the landlord allows the tenant five months’ free rent as compensation for hardship in relocation. *(Note: Further information concerning condominium and cooperative conversion and application for senior citizen and*

disabled protected tenancy may be obtained from the Office of Landlord-Tenant Information, PO Box 805, Trenton, NJ 08625-0805, or fax your request to (609) 292-2839).

L. (1) AN OWNER OF A BUILDING OR MOBILE HOME PARK THAT IS CONSTRUCTED AS OR IS BEING CONVERTED TO, A CONDOMINIUM, COOPERATIVE OR FEE SIMPLE OWNERSHIP OF UNITS HAS CONTRACTED TO SELL THE UNIT TO A BUYER WHO WANTS TO OCCUPY IT. (THE TENANT MUST HAVE MOVED IN AFTER THE RECORDING OF THE CONDOMINIUM MASTER DEED, COOPERATIVE AGREEMENT OR SUBDIVISION MAP.) Legal action may be instituted two months after written notice. *(When a lease is in effect, no legal action may be taken until the lease expires. In addition, the statement concerning conversion as required by law must be provided to the tenant.)*⁽⁶³⁾

L. (2) AN OWNER OF THREE OR FEWER CONDOMINIUM OR COOPERATIVE UNITS IN A BUILDING WANTS TO PERSONALLY OCCUPY THE UNIT OR HAS SOLD IT TO A BUYER WHO WISHES TO PERSONALLY OCCUPY IT. (THE TENANT MUST HAVE MOVED IN AFTER THE RECORDING OF THE MASTER DEED OR COOPERATIVE AGREEMENT AND MUST HAVE RENTED THE UNIT FROM AN OWNER OF THREE OR FEWER UNITS.) Legal action may be instituted two months after written notice. *(When a lease is in effect, no legal action may be taken until it expires. In addition, the statement concerning conversion required by law must be provided to the tenant.)*⁽⁶⁴⁾

L. (3) AN OWNER OF A BUILDING WITH THREE OR FEWER UNITS WISHES TO PERSONALLY OCCUPY A UNIT OR HAS CONTRACTED TO SELL THE BUILDING TO A PERSON WHO WISHES TO PERSONALLY OCCUPY IT AND THE CONTRACT CALLS FOR THE UNIT TO BE VACANT AT CLOSING. Legal action may be instituted two months after written notice. *(When a lease is in effect, no legal action may be taken until it expires.)*

M. A LANDLORD OR OWNER CONDITIONED A TENANCY UPON THE TENANT’S EMPLOYMENT BY THE LANDLORD AS A SUPERINTENDENT, JANITOR OR IN SOME OTHER CAPACITY AND THE EMPLOYMENT IS BEING TERMINATED. Legal action may be instituted three days after written notice.

- N. THE PERSON, INCLUDING A JUVENILE ADJUDICATED DELINQUENT OR TENANT WHO KNOWINGLY PERMITS, HARBORS OR HARBORED SUCH PERSON, HAS BEEN CONVICTED OF OR PLEADED GUILTY TO AN ACT WHICH CONSTITUTES AN OFFENSE UNDER THE COMPREHENSIVE DRUG ACT OF 1987 WITHIN THE LEASED PREMISES OR ON THE LAND APPURTENANT THERETO AND HAS NOT, IN CONNECTION WITH HIS SENTENCE FOR THAT OFFENSE, EITHER SUCCESSFULLY COMPLETED OR BEEN ADMITTED TO, AND CONTINUED WITH WHILE ON PROBATION, A DRUG REHABILITATION PROGRAM.** Legal action may be instituted three days after a written notice. Legal action may not be sought where more than two (2) years after adjudication or conviction or release from incarceration has occurred.
- O. THE PERSON, INCLUDING A JUVENILE ADJUDICATED DELINQUENT OR TENANT WHO KNOWINGLY PERMITS, HARBORS OR HARBORED SUCH PERSON, HAS BEEN CONVICTED OF OR PLEADED GUILTY TO AN OFFENSE INVOLVING ASSAULT OR TERRORISTIC THREATS AGAINST THE LANDLORD, THE LANDLORD'S FAMILY, OR AN EMPLOYEE OF THE LANDLORD.** Legal action may be instituted three days after a written notice. Legal action, however, may not be sought where more than two (2) years after adjudication or conviction or release from incarceration has occurred.
- P. THE PERSON, OR TENANT WHO KNOWINGLY PERMITS, HARBORS OR HARBORED SUCH PERSON WHO, HAS BEEN FOUND TO BE LIABLE IN A CIVIL ACTION FOR REMOVAL COMMENCED FOR AN OFFENSE UNDER (N) OR (O) OF THIS SECTION EXCEPT THAT THIS SECTION SHALL NOT APPLY TO A PERSON WHO HARBORS OR PERMITS A JUVENILE TO OCCUPY THE PREMISES IF THE JUVENILE HAS BEEN ADJUDICATED DELINQUENT UNDER THE COMPREHENSIVE DRUG ACT OF 1987.** Legal action may be instituted three days after a written notice.

Other Evictions

Tenants of non-residential or commercial premises, or landlord-occupied two- and three-family dwellings, can be removed only when a court issues an order for eviction. However, in these cases, none of the good causes listed above needs to be proven and the landlord must only show that the tenant (a) is staying after the expiration of the terms of the lease and receipt of a written notice to leave, (b) is staying after a

failure to pay rent, (c) is disorderly so as to destroy the peace and quiet of other tenants, (d) willfully destroys or damages the premises, (e) constantly violates the written rules and regulations or (f) violates any lease provision where the lease provides a right of re-entry reserved. No further notice is required before bringing action in court to evict in the first two causes, but a three day written notice is required for any of the causes described as disorderly, destructive or violative of written rules or lease provisions.⁽⁶⁵⁾

Rooming and Boarding House Evictions

The Regulations Governing Rooming and Boarding Houses, which are enforced by the Bureau of Rooming and Boarding House Standards of the Department of Community Affairs, require owners of rooming and boarding houses to follow the good causes and notice requirements of the Eviction Law⁽⁶⁶⁾ when evicting residents, except if otherwise ordered by the Bureau. There is a further requirement that the owner give at least three days' notice to the County Welfare Board before starting the eviction action.⁽⁶⁷⁾

Any building having at least two living units without private kitchens and bathrooms is a rooming or boarding house if it does not meet one of the exceptions in the Rooming and Boarding House Act.⁽⁶⁸⁾ These exceptions include hotels with more than 85 percent temporary occupancy by people with homes elsewhere, school and college dormitories, buildings housing only college students and certain residences for the disabled. For additional information concerning rooming and boarding houses, contact the Bureau of Rooming and Boarding House Standards, PO Box 804, Trenton, NJ 08625-0804.

Penalties for Eviction Law Violations

When a tenant vacates a dwelling unit after having been given notice that the landlord wishes personally to occupy the unit and the landlord then arbitrarily fails to occupy the unit for at least six months, but instead permits personal occupancy of the unit by another tenant or registration of conversion of the property to a planned real estate development, the landlord is liable to the former tenant for three times the damages plus attorney fees and costs.

When a tenant vacates a dwelling unit after having been given notice that the landlord seeks to permanently board up or demolish the building or to permanently retire it from residential use, and the landlord does not do any of these, but instead allows any residential use of the

unit for a period of five years from the date the unit became vacant, the landlord, or the former landlord, may be liable to the tenant for three times the damages plus attorney fees and costs. Additionally, the landlord or former landlord may be liable to a civil penalty of from \$2,500 to \$10,000 for each violation of this law and the property may not be registered as a planned real estate development during the five-year period following the date on which any dwelling unit in the property became vacant as a result of an eviction notice stating that the property was being permanently removed from residential use.⁽⁶⁹⁾

Reprisal—Civil Rights of Tenants

A landlord cannot take reprisal against a tenant by eviction, substantial alteration of a lease or its terms, or refusal to renew a lease when a tenant exercises certain civil rights.⁽⁷⁰⁾ The law against reprisal applies to all rental properties used for dwelling purposes, including mobile homes, except owner-occupied two- or three-family dwellings.

These civil rights are:

1. A tenant attempts to enforce any rights under the lease or State or local laws.
2. A tenant has made a good faith complaint to a governmental authority about a landlord's violation of any health or safety law, regulation, code, or ordinance. (A TENANT MUST HAVE FIRST NOTIFIED THE LANDLORD IN WRITING AND GIVEN THE LANDLORD A REASONABLE TIME TO CORRECT THE VIOLATION BEFORE MAKING THE COMPLAINT.)
3. A tenant has been an organizer, or member, of any lawful organization, including a tenant organization.
4. A tenant refuses to comply with changes in the lease or agreement, if the changes have been made by the owner because the tenant took any of the above actions.

If a landlord does take reprisal action against a tenant, a tenant may sue the landlord for damages in a civil action.

Procedures for Recovery of Premises

A landlord may recover possession of a dwelling unit through a summary dispossession action in the Landlord-Tenant Section, Special Civil Part of the Superior Court Law Division in the county the building is located. Monetary damages must be recovered in a separate civil action in Superior Court. Actions for rent in the Special Civil Part cannot exceed \$7,500.

When a landlord obtains a judgment for possession from the Special Civil Part, the warrant of removal cannot be issued until three days after judgment and only between the hours of 8:00 a.m. and 6:00 p.m. This warrant of removal cannot be executed until a minimum of three days (two days for seasonal tenants in buildings with five or fewer units) have elapsed since it was issued.⁽⁷¹⁾ The Fair Eviction Notice Act requires any warrant for removal to include a notice that the tenant has a right to request more time (called a "stay of execution").⁽⁷²⁾ The court will continue the case for up to 10 days after the execution of the warrant for the purpose of hearing applications by the tenant for lawful relief.

Public Housing Evictions

Public housing authorities must follow State laws regarding evictions as well as the regulations of the U.S. Department of Housing and Urban Development (HUD). In the case of an eviction, a public housing tenant may request a hearing from the housing authority after receiving a notice of termination of tenancy. A housing authority may not begin an eviction action in court until the decision of the hearing officer or the hearing panel has been mailed or delivered to the tenant and a notice to vacate has been served.⁽⁷³⁾

Senior Citizen and Disabled Tenants

Senior Citizen Grace Period

Any senior citizen receiving a Social Security Old Age Pension, a Railroad Retirement Pension, or any other governmental pension in lieu of Social Security, must be given a 5-day grace period for payment when the rent is due on the first of the month. No delinquency or late charge may be made for this 5-day grace period. Any person who fails to allow this grace period may be criminally prosecuted as a disorderly person.⁽⁷⁴⁾

Senior Citizen and Disabled Protected Tenancy

Tenants who are at least 62 years of age by the date of the conversion recording or who are permanently disabled or a person who has been honorable discharged or released under honorable circumstances from

active service in any branch of the U.S. Armed Forces who is rated as 60% disabled or higher as a result of service who live in a building being converted to a condominium, cooperative or fee simple ownership of units may be protected from eviction for 40 years if they have lived in the building for at least one year prior to the conversion recording date and have a family income that is not more than three times the average per person income in their county or \$50,000, whichever is greater. (*The “conversion date” is the date on which a master deed or deed to a cooperative corporation, or a subdivision deed or map legally establishing separate lots, is filed.*) The landlord or converter is required to notify all tenants of their right to file for protected tenancy if they may be eligible. Generally, applications for protected tenancy must be filed with the designated municipal official or board within 60 days, although later filings may be accepted if there is good reason for the late filing and the conversion has not yet taken place. Tenants in Hudson County may be eligible for an additional protected tenancy established under the Tenant Protection Act of 1992. For copies of the law, regulations or forms, landlords or converters, tenants and local officials may write the Office of Landlord-Tenant Information, PO Box 805, Trenton, New Jersey 08625-0805, or fax your request to (609) 292-2839. For help in filling out the forms, a tenant should contact the appropriate municipal administrative agent who sent the forms to him or her.

Tenant Protection Act of 1992

This amendment to the Eviction Law became effective on June 1, 1992.⁽⁷⁵⁾ It replaced the eviction moratorium for tenants in buildings being converted to condominiums, cooperatives or fee simple units of dwelling space established by P.L. 1991, Chapter 45. The 1992 amendment extends protections to **qualified** tenants in **qualified** counties in buildings converted or being converted who **were not** eligible for Protected Tenancy as either Senior Citizens or Disabled Persons under the “Senior Citizens and Disabled Protected Tenancy Act of 1987.” At the present time, the only qualified county is Hudson County. Tenants in Hudson County with questions or in need of assistance in filling out the required forms should contact the Administrative Agent of their municipality.

Senior Citizen Rental Housing Project

This new Law defines the association, governing board or body of nonprofit corporations, condominium associations, or cooperative associations owning or operating a Senior Citizen Rental Housing Project

in which units are rented solely to tenants 65 years of age or older (including surviving spouses 55 years or older) as the landlord and requires that the association distribute at the time of signing or any renewal of a lease copies of the following: (1) Truth-In-Renting; (2) Landlord-Identity Statement; (3) a statement that specifies the telephone numbers of the State and Local Offices for the municipality designated to receive reports of housing emergencies or complaints; and (4) the Public Offering Statement and the Bylaws in the case of condominiums or cooperatives. ⁽⁷⁶⁾

ENDNOTES FOR TRUTH-IN-RENTING

1. N.J.S.A. 9:17B-1 (1973) Legal Age Requirement.
2. N.J.S.A. 56:12-1 (1980) Plain Language Review Law.
3. N.J.S.A. 46:8-43 thru 49 (1976) Truth in Renting Act.
4. N.J.S.A. 2A:42-6.1 thru 6.3 Senior Citizen Grace Period.
5. N.J.S.A. 2A:24-42 thru 112 Pets in Senior Housing.
6. N.J.S.A. 46:8-48 (1976) Truth in Renting Act.
7. N.J.S.A. 48:5A-49 (1972) CATV Law.
8. N.J.S.A. 46:8C-2 thru 21 Mobile Home/Private Residential Leasehold Communities. amended 1973 and 1995
9. N.J.S.A. 2A:18-61.3a Eviction Law.
10. N.J.S.A. 46:8C-10 thru 21 Mobile Home/Private Residential Leasehold Communities.
11. N.J.S.A. 2A:18-61.3 Eviction Law.
12. N.J.S.A. 46:8-9.2, Disabling Illness.
N.J.A.C. 5:29-2.1 and 2.2
For copies of the form write to:
Office of Landlord-Tenant Information, PO Box 805, Trenton, NJ 08625 or fax your request to (609) 292-2839.
13. N.J.S.A. 46:8-9.1 Death of leasee.
14. Reste Realty Corp. v. Cooper 53 N.J. 444 (March 7, 1969).
15. Sommer v. Kridel 74 N.J. 446 (1977) Mitigate damage court dec.
16. N.J.S.A. 2A:42-5 Double Rent/Hold over tenant Law.
17. 50 U.S.C. App. 510 Sailors and Soldiers.
18. N.J.S.A. 46:8-26 Security Deposit Law.
19. N.J.S.A. 46:8-21.2 Security Deposit Law.
20. N.J.S.A. 46:8-19 Security Deposit Law.
21. N.J.S.A. 46:8-21.1 Security Deposit Law.
22. N.J.S.A. 46:8-20 Security Deposit Law.
23. Hunter v. Weissberger 212 N.J. Super. 262 (June 25, 1986).
24. Court Rule 6:1-2 et seq. Small Claims section Special Civil Part.
25. N.J.S.A. 46:8-25 Security Deposit Law.
26. N.J.S.A. 10:5-12(g)(h) 1945 Law Against Discrimination.
27. N.J.S.A. 10:5-5(n) Law Against Discrimination.
28. N.J.S.A. 2A:42-100 thru 102 Law Against Discrimination Against Children.
29. 42 U.S.C. 3601 Federal Fair Housing Act.
30. N.J.S.A. 56:8-1(e) Consumer Fraud.
31. N.J.S.A. 56:8-19 Consumer Fraud.
32. N.J.S.A. 46:8-27 thru 37 Landlord Identity Law.
33. N.J.S.A. Court Rule 4:51-1 thru 4:51-5 Writ of Ne Exeat.
34. N.J.S.A. 2A:33-1 thru 23 (1971) Distraint Law.

35. Inganamort v. Borough of Fort Lee, 120 N.J. Super. 286, 293 (Law Division, 1973). See also Helmsley v. Borough of Fort Lee, 78 N.J. 200 (1978)-Rent Increase Case.
36. N.J.S.A. 2A:18-61.1(f) Eviction Law.
37. Definition of a valid notice to quit can be found in Gretkowski v. Wojiechowski, 26 N.J. Super. 245 (App. Div. 1953)-Valid Rent Increase Notice.
38. N.J.S.A. 2A:18-61.31 Eviction Law.
39. N.J.S.A. 54:4-6.3 thru 6.13 Tenants Property Tax Rebate Law and Tenants Property Tax Rebate Program Administrative Regulations. and N.J.A.C. 5:30-3.3
40. See your N.J. Income Tax Return form or contact the Division of Taxation (609) 588-2200 or (800) 323-4400.
41. The New Jersey Hotel and Multiple Dwelling Law N.J.S.A. 55:13A-1 (1967) and the New Jersey Administrative Code N.J.A.C. 5:10-1; which defines the Maintenance regulations are available for \$5.00. You may write for copies to the Bureau of Housing Inspection, Department of Community Affairs, PO Box 810, Trenton, NJ 08625-0810, (609) 633-6225.
42. N.J.A.C. 5:10-5.1 Multiple Dwelling Regs. for entry of units.
43. N.J.S.A. 52:27D-192 State Uniform Fire Safety Act.
44. N.J.A.C. 14:3-7.14 Board of Regulatory Commissioners.
45. N.J.A.C. 8:51 Board of Health Regulations.
46. N.J.S.A. 26:3-31 to 31.10 Board of Health Regulations.
47. Marini v. Ireland, 56 N.J. 130 (1970) Repair and Deduct Case.
48. Berzito v. Gambino, 114 N.J. Super. 124 (1971) and 63 N.J. 460 (1973).
49. N.J.S.A. 2A:42-85 thru 93 (1971) Rent Receivership Law.
50. N.J.S.A. 2A:18-61.1(c) Eviction Law.
51. NJSA 2A:18-61.2 (a) Eviction Law.
52. Anyone found to be a disorderly person will be guilty of a petty offense and may be imprisoned for not more than six months or fined not more than \$500 or both unless otherwise noted. A disorderly person complaint is made to a municipal court. N.J.S.A.2C:1-4.
53. See Section entitled Rent Increases and Rent Control; last paragraph.
54. N.J.S.A. 2A:39-1 (amended 1971) Forcible Entry and Detainer Law.
55. N.J.S.A. 2A:33.1 Distress Law.
56. N.J.S.A. 2A:18-61.1 (1967) Eviction Law.
57. N.J.A.C. 5:27-3.3(c) Rooming and Boarding House Regulations.
58. N.J.S.A. 2A:18.61.2 Eviction Law.
59. N.J.S.A. 2A:18-61.3 Eviction Law.
60. N.J.S.A. 2A:18-61.1(f) Definition of valid notice to quit can be found in Gretkowski v. Wojiechowski, 26 N.J. Super. 245

61. N.J.S.A. 2A:18-61.1(f) (1953)-Valid Rent Increase. Unconscionability is an indefinite standard. It has been defined in terms of “action which would not be acceptable to any fair and honest man or conduct which is monstrously harsh and shocking to the conscience.” Black’s Law Dictionary, 4th Ed.: Tokerv. Westerman 113 N.J. Super. 452(Dist. Court)(1970). See also Edgemere at Somerset v. Barbara Jean Johnson, March 23, 1976, Somerset County District Court, and see Philip Sgroi v. Ricky L. Rosenbaum and Karen Arkenau, May 10, 1978, Union Cty Dist Court. *(The judge in the latter case decided that an increase of more than 10 percent in a calendar year may be considered “unconscionable,” depending on the facts of the situation.)*
62. N.J.S.A. 52:31B-1, N.J.S.A. 20:4-1 or N.J.A.C. 5:11-1.
63. N.J.S.A. 2A:18-61.9(1976) Eviction Law and N.J.A.C. 5:24-1 Section 9.
64. N.J.S.A. 2A:18-61.9(1976) Eviction Law and N.J.A.C. 5:24-1 Section 9.
65. N.J.S.A. 2A:18-53 Eviction Law.
66. N.J.A.C. 5:27-3.3(c) Rooming and Boarding House Regulations.
67. N.J.A.C. 5:27-3.4(c) Rooming and Boarding House Regulations.
68. N.J.S.A. 55:13B-3 Rooming and Board House Act.
69. N.J.S.A. 2A:18-61.6 and 61.1(a-f) Eviction Law.
70. N.J.S.A. 2A:42-10.10 (1970) Reprisal Law.
71. N.J.S.A. 2A:18-57 (1976) and Court Rules Eviction Law.
72. N.J.S.A. 2A:42-10.16 & 17 (1974) Summary Dispossess: warrant for removal.
73. Title 24, Code of Federal Regulations, Part 866, Federal Register August 7, 1975, pp. 33402-33408. Public Housing Lease Regulations.
74. N.J.S.A. 2A:42-6.1 thru 6.3 Senior Grace Period Law.
75. N.J.S.A. 2A:18-61.40 thru 61.59 Eviction Law.
76. P.L. 1995, c. 144 (C.2A:42-113).

RIGHT OF ENTRY

There are no statutes in New Jersey governing the issue of a landlord keeping a key to the residential unit. In practice, this issue should be addressed within a lease provision. The landlord may want to request a key for emergency use or for making repairs. The tenant may want to request that reasonable and timely notice be given prior to entry by the landlord. Courts generally approve of arrangements specified within the lease because there are instances where the lack of a key could result in loss of life or property to others in the building if an emergency occurs when the tenant is not at home. A dispute between a landlord and tenant over the use of a key that cannot be settled by mutual agreement might have to be settled in the Superior Court. The court may or may not deny the landlord the right to have a key; however, the landlord may be liable for monetary damages to a tenant should a tenant be able to prove damage or theft of personal belongings.

A tenant disputing a landlord’s right to a key can simply refuse to provide the landlord with one. The landlord, however, may seek an action for eviction for refusal to comply with reasonable lease provisions. The landlord has the burden of taking the court action and proving that the request is not unreasonable.

Tenants should note that the Regulations for Maintenance of Hotels and Multiple Dwellings, N.J.A.C. 5:10-5.1(c), provides that “every occupant of each unit of dwelling space shall give the owner thereof or his agent or employees, access to any part of the unit of dwelling space upon reasonable notification, which under ordinary circumstances shall be one day for multiple dwellings except immediately for hotels, for the purpose of making such inspection and such repairs or alterations as are necessary to effect compliance with the law and these Regulations. In case of safety or structural emergencies immediate access shall be given.”

Disputes that arise regarding a landlord’s right of entry must be decided on a case-by-case basis in court.

ANTI-DISCRIMINATION OFFICES

**State of New Jersey
Department of Law and Public Safety
Division of Civil Rights**

- a. 31 Clinton St, 3rd Floor
Newark, NJ 07102
(201) 648-2700
- b. 1548 Atlantic and Kentucky
Avenues, 2nd Floor
Atlantic City, NJ 08401
(609) 441-3100
- c. 101 Haddon Avenue
Suite 1
Camden, NJ 08102
(609) 757-2850
- d. 100 Hamilton Pl., Suite 800
Paterson, NJ 07505
(201) 977-4500
- e. 383 West State Street
PO Box 890
Trenton, NJ 08625
(609) 292-4605

NEW JERSEY'S LEGAL SERVICES PROGRAMS

BERGEN COUNTY LEGAL SERVICES

47 Essex Street
Hackensack, NJ 07601
(201) 487-2166

CAMDEN REGIONAL LEGAL SERVICES

1. Burlington County

50 Rancocas Rd, Lower Level
Mt. Holly, NJ 08060
(609) 261-1088

2. Cumberland & Salem Counties

22 E. Washington Street
Bridgeton, NJ 08302
(609) 451-0003

3. Gloucester County

81 Cooper Street
Woodbury, NJ 08102
(609) 848-5340

4. Camden County

745 Market Street
Camden, NJ 08102-1117
(609) 964-2010

CAPE MAY - ATLANTIC LEGAL SERVICES

1. Atlantic County

One So. South Carolina Avenue
Atlantic City, NJ 08401
(609) 348-4200

2. Cape May County

Mailing Address:
Cape May Court House
PO Box 785
Cape May, NJ 08210
(609) 465-3001
Site Address:
1261 Rt. 9 North
Burleigh, NJ 08210

Essex County Legal Services

106 Halsey Street
Newark, NJ 07102
(201) 624-4500

Hudson County Legal Services

574 Newark Avenue
Jersey City, NJ 07306
(201) 792-6363

Hunterdon County Legal Service Corp.

82 Park Avenue
Flemington, NJ 08822
(908) 782-7979

Mercer County, Legal Aid Society of

16-18 West Lafayette Street
Trenton, NJ 08608
(609) 695-6249

Middlesex County Legal Services

78 New Street
New Brunswick, NJ 08901
(908) 249-7600

Morris County, Legal Aid Society of

30 Schuyler Place
PO Box 900
Morristown, NJ 07960
(201) 285-6911

OCEAN-MONMOUTH LEGAL SERVICES

1. Monmouth County

25 Broad Street
Freehold, NJ 07728
(908) 747-7400

2. Ocean County

9 Robbins St.
Toms River, NJ 08753
(908) 341-2727

NEW JERSEY'S LEGAL SERVICES PROGRAMS (continued)

Passaic County Legal Aid Society
175 Market Street, 4th Floor
Paterson, NJ 07505
(201) 345-7171

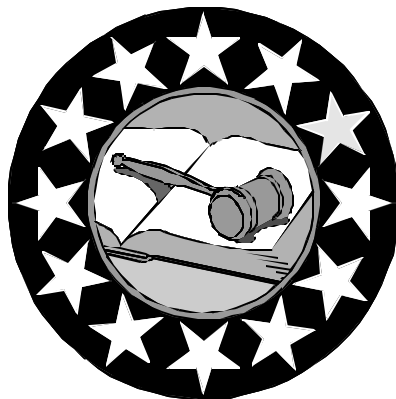
SOMERSET - SUSSEX LEGAL SERVICES

1. Sussex County
P.O. Box 159
Newton, NJ 07860
(201) 383-7400

2. Somerset County
78 Grove Street
Somerville, NJ 08876
(908) 231-0840

Union County Legal Services
60 Prince Street
Elizabeth, NJ 07208
(908) 354-4340

Warren County Legal Services
91 Front Street, P.O. Box 65
Belvidere, NJ 07823
(908) 475-2010



APARTMENT HOUSE SAFETY TIPS

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

OPERATION IDENTIFICATION

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

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

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

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

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

Make sure you have a record of all marked valuables that includes their serial number, make, model and the location of your marking.

To obtain the electric engraver and inventory sheet, contact your Police Crime Prevention Unit.

ADDITIONAL SOURCES OF INFORMATION

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

If you are a landlord or tenant interested in housing rehabilitation, contact:

Neighborhood Revitalization Network of New Jersey
Charles Hall, *Treasurer* or Doug Hughes, *President*
2 Municipal Drive
Ewing, New Jersey 08628
(609) 882-2900

If you are a landlord and need assistance, contact:

NJ Apartment Association
(formerly NJ Council of Multi Housing Industry)
197 Highway 18, Suite 101
East Brunswick, NJ 08816
(908) 247-6661

If you would like a copy of the Mobile Home/Private Residential Leasehold Communities Law (N.J.S.A. 46:8C-1 et seq.), write to:

Office of Landlord-Tenant Information
PO Box 805
Trenton, NJ 08625-0805

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

Mobile Home Owners Association of New Jersey, Inc.
PO Box 5132
Kendall Park, NJ 08824
(908) 422-9317

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

New Jersey Manufactured Housing Association
2382 Whitehorse-Mercerville Road
Trenton, NJ 08619
(609) 588-9040

For questions concerning mobile home construction, contact:

NJ Department of Community Affairs
Construction Code Element
ATTN: Paul Sachdeva
Mobile Home Section
PO Box 816
Trenton, NJ 08625-0816
(609) 633-6724

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

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

NJ Department of Community Affairs
Bureau of Homeowner Protection
Office of Landlord-Tenant Information
PO Box 805
Trenton, NJ 08625-0805 or fax your request to
(609) 292-2839

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

Office of Fair Housing & Equal Opportunities
New York/New Jersey Regional Office
ATTN: Ed Delgado, Complaint Intake Analyst
26 Federal Plaza
New York, NY 10278-0068
(212) 264-8000, ext. 3519

If Spanish is your primary language and you need assistance, contact:

Puerto Rican Congress
515 Broad Street
Trenton, NJ 08611
(609) 989-8888

Spanish Community Center
PO Box 61, Sumner Street
Landisville, NJ 08326
(609) 697-2967

If you are a tenant and need information, contact:

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

If you are a tenant interested in low or moderate income housing or a
landlord seeking tenants for low or moderate income housing, contact:

NJ Department of Community Affairs
Affordable Housing Management Service
PO Box 806
Trenton, NJ 08625-0806
(609) 292-9795

TRUTH in RENTING

ORDER FORM

P.L. 1975, c.310 (*N.J.S.A. 46:8-46, 47*) requires the distribution of the Truth-In-Renting Statement by certain landlords to each of their tenants (*N.J.S.A. 46:8-46*). Landlords of buildings with more than two units (or more than three if the landlord occupies one) shall provide a copy of the current statement to each new tenant at or prior to occupancy.

Violators of this Act shall be liable to a penalty of up to \$100 for each offense. Enforcement of this penalty must be taken by the tenant or the tenant's legal counsel.

The Truth-In-Renting Statement is prepared as required by (*N.J.S.A. 46:8-43 et seq.*) and is a *summary* of existing laws, regulations and court cases. It is neither exhaustive nor detailed. It is required to be available in both English and Spanish.

Copies of the booklet Truth-In-Renting are available at a cost of \$1.50 each. Checks or money orders should be made payable to:

Treasurer, State of New Jersey.

**** As Of August 16, 1996, Handling Fees Are No Longer Required. ****



Please detach this form and send it to: **OFFICE OF LANDLORD-TENANT INFORMATION, DEPARTMENT OF COMMUNITY AFFAIRS, PO Box 805, TRENTON, NJ 08625-0805**. CHECKS MADE PAYABLE TO: **TREASURER, STATE OF NEW JERSEY**.

Enclosed is \$ _____ for _____ copies of the English Truth-in-Renting Brochure.

Enclosed is \$ _____ for _____ copies of the Spanish Truth-in-Renting Brochure.

Address and/or Name of Building _____

Number of Dwelling Units _____

Name of Owner or Managing Agent _____

MAIL TO:

Name _____ Telephone # _____

Address _____

City & State _____ Zip Code _____

The Truth-in-Renting Act (*N.J.S.A. 46:8-43 et seq.*) prohibits reproduction of this document. Violators could be subject to fines of \$100 per Statement distributed.