CHAPTER 2: RELATIONSHIP OF LANDLORD AND TENANT

ARTICLE 1: LEASES

LT:2-1.1. Relation of landlord to tenant; governed by lease

A lease of rental premises, whether written or oral:

a. transfers possession of the rental premises from the landlord to the tenant, in subordination of the landlord’s title and rights; and

b. sets forth the rights and obligations of the landlord and the tenant with respect to the rental premises for the duration of the lease.

Source: New.

COMMENT
This section is new and clarifies the purpose of the lease as derived from existing caselaw.

LT:2-1.2. Five day grace period for payment of rent; senior citizens; residential premises

a. A lease for residential rental premises shall permit a period of five business days grace in which any rent due shall be paid only if the tenant is:

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

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

b. No delinquency or other late charge shall be made which includes the grace period of five business days.

c. Any person in violation of this act is a disorderly person.

d. For purposes of this section, “business day” means any day other than a Saturday, Sunday or State or federal holiday.

Source: 2A:42-6.1; 2A:42-6.2; 2A:42-6.3.

COMMENT
This section continues the substance of its source.

ARTICLE 2: CONVEYANCE OF LEASED REAL PROPERTY

LT:2-2.1. Conveyance of leased real property; rights of tenant and new landlord

a. Every conveyance by a landlord of real property containing rental premises or an interest in real property containing rental premises is valid and effective as to the tenant and the new landlord provided that a tenant who before receipt of written notice of the conveyance pays rent to the grantor shall not be prejudiced by the payment.
b. The new landlord acquires the rights and obligations of the grantor with regard to the rental premises or the interest conveyed and may enforce the lease in the same manner as the grantor.

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

Source: 46:3-8; 46:8-2; 46:8-3.

COMMENT
This section is derived from the source provisions with significant changes in order to eliminate archaic language. The concept of “attornment” is no longer necessary in order to convey rental premises and therefore reference to attornment is omitted from the revision. The rights and obligations of the grantor are transferred to the new landlord by virtue of the conveyance and the tenant retains all of the tenant’s rights and obligations under the lease.

LT:2-2.2. Providing notice to tenant; acknowledgement of obligations

If real property containing rental premises is conveyed, the grantor, no later than at the time of conveyance, shall provide the tenant with written notice of:

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

b. the name and address of the person to whom rent is to be paid, if that person is different from the new landlord.

Source: New.

COMMENT
This section is new and added to incorporate in the statute the requirement that notice be provided to a tenant whenever real property containing rental premises is conveyed. Thus, the tenant will know who has assumed the responsibilities of the landlord and to whom rent should be paid.

LT:2-2.3. Subtenant’s liability for rent under primary lease; requirements

a. When a tenant leases rental premises to a subtenant and the tenant fails to pay rent due to the landlord, the landlord may collect rent from the subtenant as follows:

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

   (2) the subtenant shall pay the rent directly to the landlord in an amount not to exceed the amount agreed to be paid by the subtenant under the secondary lease;

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

   (4) the subtenant shall be liable for monthly rent owed by the prime tenant at the time the landlord gives notice under subsection a. only to the extent that the subtenant has not paid rent to the prime tenant for those months.
b. If a provision in a written agreement between a prime tenant as sublandlord and a subtenant, whether designated as a lease or a sublease, controls payment of the prime tenant’s rent arrears by the subtenant, the lease provision and not this section shall apply.

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

Source: 2A:42-4.

COMMENT
This section continues the substance of its source. Exception is made for a provision in a lease or another agreement, such as a direct recognition agreement, that controls the subject of this statutory section. Such a lease provision or provision in an agreement, and not this section, shall apply.

LT:2-2.4. Judicial sale of a tenant’s leased interests

A tenant’s leasehold interest in real property for a term of not less than two years may be sold in accordance with a judgment, as would an ownership interest in the real property, subject to the rights of a landlord to enforce the terms of the lease.

Source: 46:8-5.

COMMENT
This section continues the substance of its source with changes in language. The provision now clarifies that any sale is subject to the rights of a landlord to enforce the lease. The reference to a “recorded” leasehold interest has been deleted.

LT:2-2.5. Recording of lease

A provision in a lease that bars recording of the lease shall be void and unenforceable.

Source: New.

COMMENT
This section is new. A tenant may have an interest in recording a lease and a ban on doing so in the lease itself is against public policy.

ARTICLE 3: STATEMENT OF RIGHTS AND RESPONSIBILITIES OF TENANTS AND LANDLORDS

LT:2-3.1. Applicability

a. Except for section LT:2-3.7 which shall apply to both residential and nonresidential rental premises, and subject to subsection b., this article shall apply to residential rental premises only.

b. This article shall not apply to any:
   (1) premises leased for a term of less than one month;
   (2) premises containing not more than two dwelling units;
   (3) owner-occupied rental premises containing not more than three dwelling units; or
   (4) hotels, motels or other guest houses serving transient or seasonal guests.
LT:2-3.2. Statement of rights and responsibilities of tenants and landlords of rental dwelling units

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

(1) prepared in a form and size suitable for posting and distribution;
(2) prepared in both the English and Spanish languages [and any other languages deemed reasonably necessary by the Department]; and
(3) posted on the Department’s Internet website in an easily printable format.

b. The statement shall serve as an informational document, and nothing therein shall be construed as binding on or affecting a judicial determination under section LT:2-3.5 of what constitutes a lease provision that violates clearly established legal rights of tenants or responsibilities of landlords.

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

Source: 46:8-45.

LT:2-3.3. Statement; distribution and posting by landlords

With regard to the statement required to be made available by the Department in section LT:2-3.2, each landlord shall:

(1) provide that every written lease, for new tenants and upon renewal, shall contain the following provision in boldface capital letters of not less than 10 point type:

TRUTH IN RENTING, A GUIDE TO THE RIGHTS AND RESPONSIBILITIES OF RESIDENTIAL TENANTS AND LANDLORDS IN NEW JERSEY, IS AVAILABLE ON-LINE THROUGH THE DEPARTMENT OF COMMUNITY AFFAIRS WEBSITE, which in English, is www.state.nj.us/dca/codes/lt/pdf/truthir.pdf and in Spanish, is www.state.nj.us/dca/codes/lt/pdf/spanish_tir.pdf. YOU MAY ALSO USE A SEARCH ENGINE TO FIND “TRUTH IN RENTING” ON THE INTERNET;

(2) in the case of month to month or oral leases, distribute to each existing tenant, and to each new tenant on or prior to the date of the tenant’s first occupancy of the rental premises, a
notice containing the language required to be contained in a written lease pursuant to subsection a. above; and

(3) keep a copy of the current statement posted in one or more locations at the rental premises so that the statement is prominent and accessible to all the tenants.

Source: 46:8-46.

COMMENT
This section continues the substance of its source with changes in language in accordance with comments from the Department of Community Affairs. The method by which landlords distribute the statement required by this article has been modified because of the costs to the Department of Community Affairs of printing the statement and the new accessibility of obtaining the statement from the governmental internet website.

**LT:2-3.4. Violations of act; penalty**

A landlord found to have violated any provision of this article shall be liable in an amount of not more than $100.00 for each offense, recoverable by the State. An action to enforce this penalty against the landlord may be commenced by the Commissioner, the Attorney General or any other person, by a summary proceeding under the *Penalty Enforcement Law of 1999*, N.J.S. 2A:58-10 *et seq*. Jurisdiction for such an action shall be in the Superior Court, Law Division, Special Civil Part, in the county in which the premises are located.

Source: 46:8-47.

COMMENT
This section continues the substance of its source.

**LT:2-3.5. Offer of or entry into lease in violation of rights of tenants; termination of lease; exception**

a. A landlord shall not offer to any tenant or prospective tenant or enter into any written lease which includes a provision that violates legal rights of tenants or responsibilities of landlords clearly established by the law of this State at the time the lease is signed.

   b. A tenant may petition a court to strike any provision in a lease that violates the legal rights of tenants or responsibilities of landlords, or raise any such illegal provision in defense of an action by the landlord against the tenant.

   c. Nothing contained herein shall limit any rights or remedies a tenant may have under a lease, except that a written lease is not subject to the remedy afforded by subsection b. if the challenged lease provision originated with the tenant and not the landlord.


COMMENT
This section continues the substance of its source.

**LT:2-3.6. Waiver of right or refusal to receive or accept statement; effect**

No waiver or refusal by a tenant of the right to receive a copy of the statement as provided by this article shall alter the responsibilities of the landlord under this article.

Source: 46:8-49.
COMMENT
This section continues the substance of its source.

LT:2-3.7. Notification to tenants if property in flood zone

A landlord shall notify each tenant if the rental premises or the real property containing the rental premises subject to the lease are determined to be located in a flood zone or area in accordance with law. Each existing tenant shall be notified at the time that the determination is made. Each new tenant shall be notified prior to the tenant’s agreement to lease the rental premises or the real property containing the rental premises. If notification is not provided until the lease has already been signed by both parties or the tenant has already occupied the rental premises or the real property, the tenant may void the lease on the basis that the rental premises or the real property containing the rental premises are located in a flood zone or area.

Source: 46:8-50.

COMMENT
This section continues the substance of its source. However, the time frame for notification has been modified, now requiring notification to the tenant prior to the tenant’s agreement to lease the rental premises. This will give the tenant a meaningful option to reject the lease if the property is located in a flood zone or area. Additionally, the tenant may void the lease on the basis that the property is located in a flood zone or area if not notified until after the lease has been signed by both parties or the tenant has occupied the rental premises.

ARTICLE 4: STATEMENTS PROVIDED TO SENIOR CITIZENS IN RESIDENTIAL RENTAL PREMISES

LT:2-4.1. Definitions

For purposes of this article:

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

b. “Planned real estate development” means any real property situated within the State, whether or not contiguous, that consists of, or will consist of, separately owned areas in whatever form, and which are offered or disposed of pursuant to a common promotional plan that provides for common or shared elements or interests in real property. It shall include, but not be limited to, property subject to the Condominium Act, N.J.S. 46:8B-1 et seq., any form of homeowners’ association, any housing cooperative or any community trust or other trust device.

c. “Senior citizen” means a person who is at least 62 years of age and shall include a surviving spouse, domestic partner or partner in civil union if that surviving spouse, domestic partner or partner in civil union is at least 55 years of age.

d. “Senior citizen housing project” or “project” means any building or structure, and any land appurtenant thereto, having three or more dwelling units, either rented or owner-occupied, intended for, and solely occupied by, senior citizens; provided that, it shall not include owner-occupied premises having not more than three dwelling units that are rented or offered for rent,
or any health care facility as defined in the Health Care Facilities Planning Act, N.J.S. 26:2H-1 et seq.


COMMENT
This section continues the substance of subsection a. of its source.

LT:2-4.2. Statements required for senior citizen residents

a. Every landlord of a senior citizen housing project, and every landlord of a unit within a senior citizen housing project that is a planned unit development, shall give copies of the statements required by Chapter 3 of this Title, by Article 3 of this Chapter, and by N.J.S. 55:14I-6.1 to each resident if the units in the project are rented or offered for rent. The copies of the statements required by Chapter 3 of this Title and by N.J.S. 55:14I-6.1 shall be provided at the time of the signing of the lease and any renewal thereof. The statements required by Article 3 of this Chapter shall be provided in accordance with that article.

b. If the project is organized or operated as a planned real estate development as defined by this article, the governing board or body shall provide copies of the public offering statement approved by the Department in accordance with N.J.S. 45:22A-1 et seq. or N.J.S. 45:22A-21 et seq. and of the current bylaws of the development to all residents to whom copies of the documents were not previously issued either by the developer, or by the governing board or body.

c. Upon receipt of the statements or documents, as applicable, the resident shall sign a form indicating that the landlord delivered the statements or documents required under this section. The owner shall keep the form on file for one year.

d. Every landlord shall also post copies of the statements and documents in one or more locations at the rental building so that they are prominent and accessible to all the residents of the senior citizen housing project.

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


COMMENT
This section continues the substance of subsection b. of its source with minor changes in language that do not affect the meaning of the source statute. Language has been added regarding the method by which statements required by Article 3 of this Chapter are now to be provided to tenants.

ARTICLE 5: CRIME INSURANCE; RESIDENTIAL RENTAL PREMISES

LT:2-5.1. Crime insurance; advice to tenants; duty not to make tenant uninsurable

a. No more than 30 days after a tenant assumes occupancy of a rental dwelling unit, the owner of the multiple dwelling shall make available to the tenant information regarding crime
insurance through the Federal Crime Insurance Program of Title VI of the Housing and Urban Development Act of 1970, 12 U.S.C. §1749bbb et seq., and advise the tenant where to obtain an application for the insurance.

b. An owner of a multiple dwelling shall not do or refuse to do any act or permit any tenant to do any act which would prevent or make the tenant ineligible for crime insurance through the Federal Crime Insurance Program of Title VI of the Housing and Urban Development Act of 1970, 12 U.S.C. §1749bbb et seq.

c. For purposes of this article:

(1) “unit of dwelling space” means any room or rooms, or suite or apartment thereof, whether furnished or unfurnished, that is occupied, or intended, arranged or designed to be occupied, for sleeping or dwelling purposes by one or more persons, including but not limited to the owner, or any of the owner’s agents or employees, and includes all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy thereof;

(2) “multiple dwelling” means any building or structure or group or complex of buildings or structures and any land appurtenant thereto in which 10 or more units of dwelling space are occupied or are intended to be occupied by 10 or more persons who live independently of each other; and

(3) “owner” means the person who owns, purports to own or exercises control of any multiple dwelling.


COMMENT

This section continues the substance of its sources with some changes in language regarding the timeframe for when the information regarding crime insurance must be made available to the tenant. The source provision required the information be made available within 6 months of the effective date of the act.

LT:2-5.2. Violations; penalties; enforcement

An owner found to have failed to provide the information required under section LT:2-5.1 shall be liable for a penalty in the amount of not more than $200.00 for each offense, recoverable by the State. An action to enforce this penalty may be commenced by the Attorney General or any other person, by a summary proceeding under the Penalty Enforcement Law of 1999, N.J.S. 2A:58-10 et seq. Jurisdiction for such an action shall be in the Superior Court, Law Division, Special Civil Part in the county in which the premises are located.

Source: 46:8-41

COMMENT

This section continues the substance of its source.

ARTICLE 6: CESSATION AND FORFEITURE OF LEASE

LT:2-6. Destruction of buildings on rental premises; cessation of lease

Unless otherwise agreed in the lease, whenever any building made part of residential or nonresidential rental premises is totally destroyed by fire or other casualty not due to the gross
negligence or intentional act of the tenant, the lease shall terminate and the tenancy cease and the rent shall be paid until the time of the destruction.

Source: 46:8-7.

COMMENT

This section continues the substance of its source with modifications. Reference is made to damage due to the tenant’s gross negligence and intentional conduct to distinguish this provision from the provisions governing a landlord’s action for a tenant’s damage or destruction to the rental premises (formerly known as “waste”). Current 46:8-6, which pertains to “injuries by fire to buildings”, i.e., damage from fire that is less than total destruction, is recommended for repeal because any damage that is capable of repair by the landlord is either governed by the lease itself, as well as state and local housing codes, or subject to common law habitability defenses.

ARTICLE 7: TENANT’S TERMINATION OF LEASE

LT:2-7.1. Termination by tenant of certain residential leases; death

a. A lease for residential rental premises that are used as a dwelling place for a term of at least one year by the tenant, or by the tenant and the tenant’s family, shall terminate, prior to the lease expiration date, if:

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

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

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

c. The rental premises shall be vacated and possession turned over to the landlord at least five business days prior to the fortieth day following receipt of the written notice.


COMMENT

This section continues the substance of its source.

LT:2-7.2. Termination by tenant of certain residential leases; disability; moderate income

a. A tenant may terminate, prior to the lease expiration date, a lease for residential rental premises that are used solely as a dwelling place by the tenant, or by the tenant and the tenant’s family, for a term of at least one year, if the tenant, or the tenant’s spouse or domestic partner or partner in civil union:

(1) becomes disabled for any reason; and serves the landlord with written notice of the termination of the lease because of the disability along with:(i) certification of a treating physician that the tenant or the tenant’s spouse or domestic partner or partner in civil union is unable to continue to engage in gainful employment; (ii) proof of loss of income; and (iii) proof that any pension, insurance or other subsidy to which the tenant or the tenant’s spouse, domestic
partner or partner in civil union is entitled is insufficient to supplement the income of that person so that the rent on the property in question can be paid and the income is necessary for payment of the rent; or

(2) one of whom is age 62 years or older, is accepted into an assisted living facility, a nursing home, or a continuing care retirement community; and serves written notice of the termination of the lease because of the acceptance on the landlord along with: (i) certification of a treating physician that the tenant or spouse or partner or partner in civil union is in need of services provided by the assisted living facility, nursing home or continuing care retirement community; and (ii) documentation demonstrating acceptance into the facility, nursing home or retirement community; or

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

(4) is in a dwelling place that is not made handicapped accessible for a tenant or a member of the tenant’s household who acquires a handicap as defined in N.J.S. 39:4-204 after inception of the lease and serves written notice of termination of the lease upon the landlord, which notice includes: (i) certification from a licensed physician that the tenant or a member of the tenant’s household is handicapped and that the handicap is likely not to be of a temporary nature; (ii) a statement that the landlord has been asked to make the dwelling unit accessible to the tenant or to a member of the tenant’s household at the landlord’s expense and the landlord was unable or unwilling to do so. For purposes of this section, “handicapped” shall mean any person who would be considered a handicapped person pursuant to the definition in N.J.S. 39:4-204.

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

c. The rental premises shall be vacated and possession turned over to the landlord at least five business days prior to the fortieth day following receipt of the written notice.

d. Service of any notice required by this section may be made by the tenant, the tenant’s spouse, domestic partner or partner in civil union, a legal representative of the tenant or in the case of LT:2-7.2a.(4)., another adult member of the tenant’s family.


COMMENT

This section continues the substance of its source. Language is added at the suggestion of the Department of Community Affairs which clarifies that the handicap must be acquired after inception of the lease.

LT:2-7.3. Termination of certain residential leases; domestic violence

Termination of certain residential leases because of domestic violence shall be governed by sections LT:2-7.3a. through 2-7.3h., formerly known as the New Jersey Safe Housing Act, N.J.S. 46:8-9.4 et seq.
LT:2-7.3a. Findings, declarations relative to termination of lease agreements by domestic violence victims

The legislature finds and declares:

a. domestic violence is a serious crime that materially affects the health and safety of numerous New Jersey tenants and there are thousands of persons in this State who are regularly beaten, tortured, sexually assaulted and, in some cases, killed by their spouses or cohabitants;

b. the inability to terminate a lease and its corresponding financial obligations may prevent domestic violence victims from leaving abusive relationships and seeking help;

c. domestic violence victims require an efficient method of terminating their lease obligations to escape abuse without that damaging their credit and rental history and, consequently, their ability to secure other safe housing; and

d. the assistance and cooperation of the entire community, including landlords, neighbors, and employers, is necessary to reduce the incidence of domestic violence in our State.

Source: 46:8-9.5.

LT:2-7.3b. Requirements for termination of lease by domestic violence victims

A tenant may terminate, prior to the lease expiration date, a lease for residential premises that are used by the tenant or the tenant and the tenant’s family, solely for the purpose of providing a dwelling place, if the tenant fulfills all requirements and procedures as established by this section and provides the landlord with:

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

b. any of the following:

(1) a certified copy of a permanent restraining order issued by a court pursuant to section 13 of The Prevention of Domestic Violence Act of 1991, N.J.S. 2C:25-29, and protecting the tenant from the person named in the written notice;

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

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

(4) medical documentation of the domestic violence provided by a health care provider;
(5) certification provided by a certified Domestic Violence Specialist, or the director of a designated domestic violence agency, that the tenant or a child of the tenant is a victim of domestic violence; or

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


COMMENT

This section continues the substance of its source.

LT:2-7.3c. Effective date of lease termination for domestic violence, conditions affecting co-tenants

a. Lease terminations pursuant to LT:2-7.3 et seq. shall take effect on the thirtieth day following receipt by the landlord of notice complying with LT:2-7.3b., unless the landlord and tenant agree on an earlier termination date. The rent shall be paid, pro rata, up to the time a lease terminates pursuant to this section.

b. A lease terminates under section LT:2-7.3 et seq. only if the victim of domestic violence acts in good faith and fulfills all requirements and procedures in terminating the lease.

c. If tenants on the lease other than the tenant have given notice of termination as described in section LT:2-7.3b., the lease of those co-tenants also terminates, notwithstanding any provisions in section LT:5-x [2A:18-61.1] requiring certain grounds for eviction to the contrary. The co-tenants may enter into a new lease, for the remainder of the term or for a new term, at the option of the landlord. Nothing in this section shall prohibit a co-tenant of the victim of domestic violence from holding over if holding over is permitted by the landlord.


COMMENT

This section continues the substance of its source. Language is added to subsection c. at the suggestion of the Department of Community Affairs with regard to permitting the co-tenant to enter into a new lease with the landlord, at the landlord’s option.

LT:2-7.3d. Notice relative to public housing leases

Where the rental premises is under the control of a public housing authority or redevelopment agency, the victim of domestic violence shall give notice of the termination under LT:2-7.3b. in accordance with any relevant regulations pertaining to public housing leases. When the terms of the tenancy are controlled by a publicly-funded housing assistance contract, notice and security deposit terms, requirements, and protections shall conform and be subject to restrictions, limitations or other requirements imposed by State or federal law.


COMMENT

This section continues the substance of its source.
LT:2-7.3e. Waiving of rights, remedies prohibited

The parties to a lease creating a tenancy in residential rental premises may not agree to waive any rights or remedies arising under the provisions pertaining to the termination of a tenancy of a domestic violence victim.


COMMENT
This section continues the substance of its source.

LT:2-7.3f. Existing lease agreements unaffected

Nothing in section LT:2-7.3 et seq. shall operate to alter, limit or impair the terms of leases existing at the time of the adoption of this Title.


COMMENT
This section continues the substance of its source.

LT:2-7.3g. Disclosure of certain information by landlord prohibited; exceptions

A landlord shall not disclose information documenting domestic violence that has been provided to the landlord by a victim of domestic violence pursuant to section LT:2-7.3 et seq., or its source statute. The information shall not be entered into any shared database or provided to any “person” as defined by statute, but may be used when required as evidence in an eviction proceeding, or an action for unpaid rent or damages arising out of the tenancy, with the consent of the tenant, or as otherwise required by law.

Source: 46:8-9.11.

COMMENT
This section continues the substance of its source.

LT:2-7.3h. Inapplicability to seasonal use, rental

Section LT:2-7-3 et seq., shall not apply to any lease for the “seasonal use or rental” of real property, as defined in this Title, unless the real property is rented or used for residential purposes for seasonal, temporary or migrant farm workers in connection with any work or place where work is being performed. The landlord shall have the burden of proving that the use or rental of the residential property is seasonal.


COMMENT
This section continues the substance of its source.
ARTICLE 8: MONTH-TO-MONTH TENANCIES

LT:2-8. Holdover tenant creates month-to-month tenancy

a. Unless otherwise agreed in the lease or other agreement, the landlord’s acceptance of rent from a tenant of residential rental premises who holds over or remains in possession after expiration of a lease of one month or longer creates a tenancy from month to month.

b. The month-to-month tenancy continues according to the terms of the original lease, subject to reasonable changes as permitted by [2A:18-61.1i.] subsection g.(6) of LT:5-2.1, until the relationship is terminated as permitted by law.

Source: 46:8-10; new.

COMMENT

Subsection a. continues the substance of its source with changes in language. Subsection b. is new and incorporates the concept that has developed since enactment of the Anti-Eviction Act, now set forth in Chapter 5 of this proposed revision.

ARTICLE 9: DOMESTICATED ANIMALS

LT:2-9.1. Definitions

For purposes of this article:

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

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

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

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

“Senior citizen” means a person who is at least 62 years of age on the date that the person invokes the application of this article and shall include a surviving spouse, domestic partner or
partner in civil union if that surviving spouse, domestic partner or partner in civil union who is at least 55 years of age on the date that the person invokes the application of this article.

“Senior citizen housing project” or “project” means any building or structure, and any land appurtenant thereto, having three or more dwelling units, either rented or owner-occupied, intended for, and solely occupied by, senior citizens; provided that, it shall not include owner-occupied premises having not more than three dwelling units that are rented or offered for rent, or any health care facility as defined in the *Health Care Facilities Planning Act*, N.J.S. 26:2H-1 et seq.

Source: 2A:42-103.

**COMMENT**

This section continues the substance of its source.

**LT:2-9.2. Senior citizen renter permitted domesticated animal**

a. Any senior citizen residing in a senior citizen housing project shall, upon providing written notice to the landlord, be permitted to own, harbor or care for a domesticated animal while residing in the project.

b. A landlord shall not require a senior citizen residing in a project to remove, by sale, donation, gift, or otherwise, any domesticated animal which the senior citizen owns, harbors or cares for in accordance with subsection a, except as provided in section LT:2-9.4.


**COMMENT**

This section continues the substance of its source.

**LT:2-9.3. Arbitrary refusal to renew lease prohibited; penalty; immunity of landlord**

a. A landlord shall not arbitrarily refuse to renew a lease for a dwelling unit in a senior citizen housing project to a senior citizen who owns, harbors or cares for a domesticated animal in accordance with subsection a. of section LT:2-9.2, except as provided in section LT:2-9.4.

b. Any landlord who arbitrarily refuses to renew a lease under this article, in violation of subsection b. of section LT:2-9.4, shall be subject to a civil penalty of not more than $500 for each offense. An action to enforce a penalty against the landlord may be commenced by the senior citizen resident in a summary proceeding under the *Penalty Enforcement Law of 1999*, N.J.S.2A:58-10 *et seq.* Jurisdiction for such an action shall be in the Special Civil Part of the Law Division of the Superior Court in the county, or the municipal court of the municipality, in which the project is located.

b. A landlord who is in compliance with this article shall not be liable to respond in damages in any civil action for injury to persons or property caused by a domesticated animal owned, harbored or cared for by a senior citizen who is in compliance with this article. However, nothing in this subsection shall grant the landlord immunity for a willful or wanton act of commission or omission.


**COMMENT**

This section continues the substance of its source.
LT:2-9.4. Allowable circumstances for refusal to renew lease

A landlord may refuse to renew a lease covered by this article, or may require that a senior citizen remove a domesticated animal from a dwelling unit in a project by sale, donation, gift or otherwise, under the following circumstances:

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

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

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

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


COMMENT

This section continues the substance of its source.

LT:2-9.5. Guard dog

The presence of a guard dog used by the landlord shall not constitute a waiver of the provisions of this article.


COMMENT

This section continues the substance of its source.

LT:2-9.6. Rights of persons with disabilities

Nothing in this article shall impair the rights of a person with disabilities to own, harbor or care for a domesticated animal, including guide dogs and service dogs, in accordance with the Law Against Discrimination, N.J.S. 10:5-1 et seq.


COMMENT

This section continues the substance of its source.

LT:2-9.7. Removal of animal that is continuing nuisance

a. Nothing in this article shall limit the legal rights and remedies of a landlord either:

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

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

Source: 2A:42-110.

COMMENT
This section continues the substance of its source.

LT:2-9.8. Rules; regulations

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

b. All rules and regulations shall be given, in writing, to the residents of each dwelling unit in the project and shall be incorporated within each lease upon its subsequent renewal and the master deed and bylaws, as applicable.

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

Source: 2A:42-111.

COMMENT
This section continues the substance of its source.

LT:2-9.9. Rights of municipality not limited

Nothing in this article shall limit the rights of a municipality to prohibit, by ordinance, the owning, harboring, or keeping of certain species of animals within the municipality.

Source: 2A:42-112.

COMMENT
This section continues the substance of its source.

ARTICLE 10: UTILITIES AND CABLE TELEVISION

LT:2-10.1. Tenants’ organization permitted to accept billing for utility

Whenever an electric, gas, water or sewer public utility provides written notice to tenants in residential rental premises of a proposed discontinuance of service and those tenants indicate a desire to continue the service, the utility shall permit a tenants’ organization representing the tenants to accept the billing for the service if the utility determines that it is not feasible to bill each tenant individually. The billing shall include the periodic billing for current charges and a statement of any arrearage which is unpaid by the landlord for service previously supplied by the utility. If payment is received by the utility, the utility shall continue providing the service to the rental premises.
LT: 2-10.2. Deduction of certain utility costs from rental payment

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

Source: 2A:18-61.61.

LT: 2-10.3. Landlord’s allowing cable television service reception by tenants; prohibition of charges and fees; indemnification of owners by installers; definitions

a. No owner or landlord of any dwelling unit, or that person’s agent, shall:

(1) forbid or prevent any tenant of the dwelling unit or the residential rental premises containing the dwelling unit from receiving cable television service; or

(2) demand or accept payment in any form as a condition of permitting the installation of the service in the dwelling unit or the residential rental premises containing the dwelling unit; or

(3) discriminate in rent charges or otherwise against any tenant receiving cable television service.

b. Notwithstanding subsection a., the owner or landlord or that person’s agent may require that the installation of cable television facilities conforms to all reasonable conditions necessary to protect the safety, functioning, appearance and value of the rental premises and the convenience, safety and well-being of other tenants.

c. A cable television company installing facilities for the benefit of a tenant in any dwelling unit or residential rental premises containing a dwelling unit shall indemnify the owner for any damage caused by the installation, operation or removal of the facilities and for any liability which may arise from the installation, operation or removal.

d. For purposes of this section:

(1) "Owner" includes, but is not limited to, a condominium association and housing cooperative, and "owner of any dwelling or that person’s agent" includes, but is not limited to, a mobile home park owner or operator.
(2) "Condominium association" means an entity, either incorporated or unincorporated, responsible for the administration of the form of real property which, under a master deed, provides for ownership by one or more owners of individual units together with an undivided interest in common elements appurtenant to each unit.

(3) "Housing cooperative" means a housing corporation or association which entitles the holder of a share or membership interest thereof to possess and occupy for dwelling purposes a house, apartment or other structure owned or leased by the corporation or association, or to lease or purchase a dwelling constructed by the corporation or association.

(4) "Tenant" includes, but is not limited to, a resident of a mobile home in a mobile home park.

Source: 48:5A-49.

COMMENT

This section adopts the provisions of source section 2A:48-5A-49 with some modifications in language.

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Landlord Tenant – Revised Draft of Relationship of Landlord and Tenant 060710
46:8-9.2  Section LT:2-7.2
46:8-9.3  deleted  unnecessary
46:8-9.4  deleted  unnecessary
46:8-9.5  Section LT:2-7.3a.
46:8-9.6  Section LT:2-7.3b.
46:8-9.7  Section LT:2-7.3c.
46:8-9.8  Section LT:2-7.3d.
46:8-9.9  Section LT:2-7.3e.
46:8-9.10 Section LT:2-7.3f.
46:8-9.11 Section LT:2-7.3g.
46:8-9.12 Section LT:2-7.3h.
46:8-10  Section LT:2-8
46:8-11 through 46:18-18 (expired)
46:8-38  Section LT:2-5.1
46:8-39  Section LT:2-5.1
46:8-40  Section LT:2-5.1
46:8-41  Section LT:2-5.2
46:8-42  deleted  unnecessary
46:8-43  deleted  unnecessary
46:8-44  incorporated into section LT:2-3.1
46:8-45  Section LT:2-3.2
46:8-46  Section LT:2-3.3
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46:8-48  Section LT:2-3.5
46:8-49  Section LT:2-3.6
46:8-50  Section LT:2-3.7
46:8-25  deleted  covered by 2C:20-9 and 2C:20-2
48:5A-49  Section LT:2-10.3
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New  LT:2-7.3