

# ASSEMBLY, No. 3655

## STATE OF NEW JERSEY 216th LEGISLATURE

INTRODUCED SEPTEMBER 15, 2014

**Sponsored by:**

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**District 38 (Bergen and Passaic)**

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**District 29 (Essex)**

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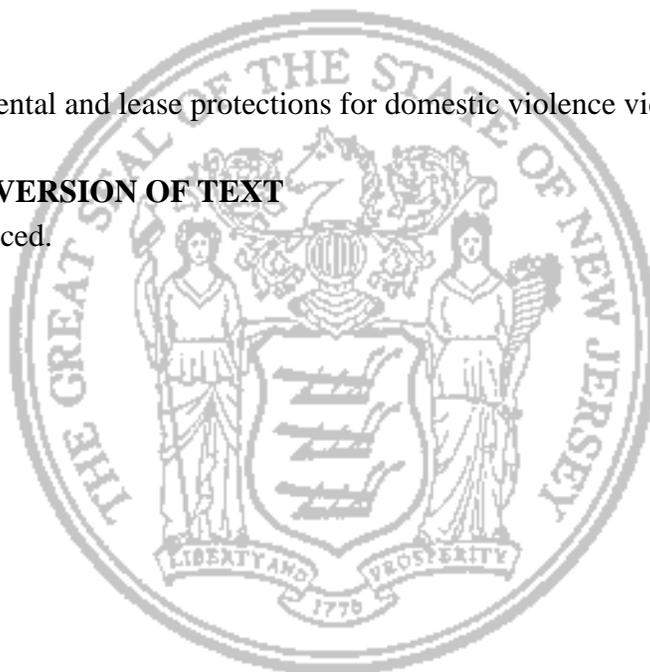
**Assemblyman Mazzeo**

**SYNOPSIS**

Provides rental and lease protections for domestic violence victims.

**CURRENT VERSION OF TEXT**

As introduced.



**(Sponsorship Updated As Of: 1/30/2015)**

1 AN ACT concerning certain lease agreements, amending and  
2 supplementing various parts of the statutory law.

3

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

6

7 1. (New section) a. A landlord may not terminate a tenancy,  
8 fail to renew a tenancy, or refuse to enter into a rental agreement  
9 based on the tenant's or applicant's or a household member's status  
10 as a victim of domestic violence, sexual assault, or stalking, or  
11 based on the tenant or applicant having terminated a rental  
12 agreement pursuant to section 3 of P.L.2008, c.111 (C.46:8-9.6).

13 b. Subsection a. shall apply if the tenant provides the landlord  
14 with any of the following:

15 (1) a copy of a permanent restraining order issued by a court  
16 pursuant to section 13 of "the Prevention of Domestic Violence Act  
17 of 1991," P.L.1991, c.261 (C.2C:25-29);

18 (2) a copy of a permanent restraining order from another  
19 jurisdiction, issued pursuant to the jurisdiction's laws concerning  
20 domestic violence;

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

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

26 (5) certification, provided by a certified Domestic Violence  
27 Specialist, or the director of a designated domestic violence agency,  
28 that the tenant or a child of the tenant is a victim of domestic  
29 violence; or

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

33 c. A landlord who refuses to enter into a rental agreement in  
34 violation of this section may be liable to the tenant or applicant in a  
35 civil action for damages sustained by the tenant or applicant. The  
36 prevailing party may also recover court costs and reasonable  
37 attorneys' fees.

38 d. It shall be a defense to any action to remove a tenant under  
39 Chapter 18 of Title 2A that the action to remove the tenant and  
40 recover possession of the premises is in violation of subsection a. of  
41 this section.

42 e. Nothing in this section shall be construed to prohibit adverse  
43 housing decisions based upon other lawful factors within the  
44 landlord's knowledge.

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

Matter underlined thus is new matter.

1       2. N.J.S.2A:18-53 is amended to read as follows:

2       2A:18-53. Except for residential lessees and tenants included in  
3 section 2 of this act, any lessee or tenant at will or at sufferance, or  
4 for a part of a year, or for one or more years, of any houses,  
5 buildings, lands or tenements, and the assigns, undertenants or legal  
6 representatives of such tenant or lessee, may be removed from such  
7 premises by the Superior Court, Law Division, Special Civil Part in  
8 an action in the following cases:

9       a. Where such person holds over and continues in possession  
10 of all or any part of the demised premises after the expiration of his  
11 term, and after demand made and written notice given by the  
12 landlord or his agent, for delivery of possession thereof. The notice  
13 shall be served either personally upon the tenant or such person in  
14 possession by giving him a copy thereof or by leaving a copy of the  
15 same at his usual place of abode with a member of his family above  
16 the age of 14 years.

17       b. Where such person shall hold over after a default in the  
18 payment of rent, pursuant to the agreement under which the  
19 premises are held.

20       c. Where such person (1) shall be so disorderly as to destroy  
21 the peace and quiet of the landlord or the other tenants or occupants  
22 living in said house or the neighborhood, or (2) shall willfully  
23 destroy, damage or injure the premises, or (3) shall constantly  
24 violate the landlord's rules and regulations governing said premises,  
25 provided, such rules have been accepted in writing by the tenant or  
26 are made a part of the lease; or (4) shall commit any breach or  
27 violation of any of the covenants or agreements in the nature  
28 thereof contained in the lease for the premises where a right of re-  
29 entry is reserved in the lease for a violation of such covenants or  
30 agreements, and shall hold over and continue in possession of the  
31 demised premises or any part thereof, after the landlord or his agent  
32 for that purpose has caused a written notice of the termination of  
33 said tenancy to be served upon said tenant, and a demand that said  
34 tenant remove from said premises within three days from the  
35 service of such notice. The notice shall specify the cause of the  
36 termination of the tenancy, and shall be served either personally  
37 upon the tenant or such person in possession by giving him a copy  
38 thereof, or by leaving a copy thereof at his usual place of abode  
39 with some member of his family above the age of 14 years.

40       Nothing in this section shall be construed to authorize the  
41 removal of a lessee or tenant or the assigns, under-tenants or legal  
42 representatives of such lessee or tenant from any house, building,  
43 mobile home or land in a mobile home park or tenement leased for  
44 residential purposes based upon such person's status as a victim of  
45 domestic violence, sexual assault, or stalking.

46 (cf: P.L.1991, c.91, s.64)

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

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

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

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

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

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

37       e. (1) The person has continued, after written notice to cease,  
38 to substantially violate or breach any of the covenants or  
39 agreements contained in the lease for the premises where a right of  
40 reentry is reserved to the landlord in the lease for a violation of such  
41 covenant or agreement, provided that such covenant or agreement is  
42 reasonable and was contained in the lease at the beginning of the  
43 lease term.

44       (2) In public housing under the control of a public housing  
45 authority or redevelopment agency, the person has substantially  
46 violated or breached any of the covenants or agreements contained  
47 in the lease for the premises pertaining to illegal uses of controlled  
48 dangerous substances, or other illegal activities, whether or not a

1 right of reentry is reserved to the landlord in the lease for a  
2 violation of such covenant or agreement, provided that such  
3 covenant or agreement conforms to federal guidelines regarding  
4 such lease provisions and was contained in the lease at the  
5 beginning of the lease term.

6 f. The person has failed to pay rent after a valid notice to quit  
7 and notice of increase of said rent, provided the increase in rent is  
8 not unconscionable and complies with any and all other laws or  
9 municipal ordinances governing rent increases.

10 g. The landlord or owner (1) seeks to permanently board up or  
11 demolish the premises because he has been cited by local or State  
12 housing inspectors for substantial violations affecting the health and  
13 safety of tenants and it is economically unfeasible for the owner to  
14 eliminate the violations; (2) seeks to comply with local or State  
15 housing inspectors who have cited him for substantial violations  
16 affecting the health and safety of tenants and it is unfeasible to so  
17 comply without removing the tenant; simultaneously with service of  
18 notice of eviction pursuant to this clause, the landlord shall notify  
19 the Department of Community Affairs of the intention to institute  
20 proceedings and shall provide the department with such other  
21 information as it may require pursuant to rules and regulations. The  
22 department shall inform all parties and the court of its view with  
23 respect to the feasibility of compliance without removal of the  
24 tenant and may in its discretion appear and present evidence; (3)  
25 seeks to correct an illegal occupancy because he has been cited by  
26 local or State housing inspectors or zoning officers and it is  
27 unfeasible to correct such illegal occupancy without removing the  
28 tenant; or (4) is a governmental agency which seeks to permanently  
29 retire the premises from the rental market pursuant to a  
30 redevelopment or land clearance plan in a blighted area. In those  
31 cases where the tenant is being removed for any reason specified in  
32 this subsection, no warrant for possession shall be issued until  
33 P.L.1967, c.79 (C.52:31B-1 et seq.) and P.L.1971, c.362 (C.20:4-1  
34 et seq.) have been complied with.

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

39 i. The landlord or owner proposes, at the termination of a  
40 lease, reasonable changes of substance in the terms and conditions  
41 of the lease, including specifically any change in the term thereof,  
42 which the tenant, after written notice, refuses to accept; provided  
43 that in cases where a tenant has received a notice of termination  
44 pursuant to subsection g. of section 3 of P.L.1974, c.49 (C.2A:18-  
45 61.2), or has a protected tenancy status pursuant to the "Senior  
46 Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226  
47 (C.2A:18-61.22 et al.), or pursuant to the "Tenant Protection Act of  
48 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), the landlord or

1 owner shall have the burden of proving that any change in the terms  
2 and conditions of the lease, rental or regulations both is reasonable  
3 and does not substantially reduce the rights and privileges to which  
4 the tenant was entitled prior to the conversion.

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

7 k. The landlord or owner of the building or mobile home park  
8 is converting from the rental market to a condominium, cooperative  
9 or fee simple ownership of two or more dwelling units or park sites,  
10 except as hereinafter provided in subsection l. of this section.  
11 Where the tenant is being removed pursuant to this subsection, no  
12 warrant for possession shall be issued until this act has been  
13 complied with. No action for possession shall be brought pursuant  
14 to this subsection against a senior citizen tenant or disabled tenant  
15 with protected tenancy status pursuant to the "Senior Citizens and  
16 Disabled Protected Tenancy Act," P.L.1981, c.226 (C.2A:18-61.22  
17 et al.), or against a qualified tenant under the "Tenant Protection  
18 Act of 1992," P.L.1991, c.509 (C.2A:18-61.40 et al.), as long as the  
19 agency has not terminated the protected tenancy status or the  
20 protected tenancy period has not expired.

21 l. (1) The owner of a building or mobile home park, which is  
22 constructed as or being converted to a condominium, cooperative or  
23 fee simple ownership, seeks to evict a tenant or sublessee whose  
24 initial tenancy began after the master deed, agreement establishing  
25 the cooperative or subdivision plat was recorded, because the owner  
26 has contracted to sell the unit to a buyer who seeks to personally  
27 occupy it and the contract for sale calls for the unit to be vacant at  
28 the time of closing. However, no action shall be brought against a  
29 tenant under paragraph (1) of this subsection unless the tenant was  
30 given a statement in accordance with section 6 of P.L.1975, c.311  
31 (C.2A:18-61.9);

32 (2) The owner of three or less condominium or cooperative units  
33 seeks to evict a tenant whose initial tenancy began by rental from an  
34 owner of three or less units after the master deed or agreement  
35 establishing the cooperative was recorded, because the owner seeks  
36 to personally occupy the unit, or has contracted to sell the unit to a  
37 buyer who seeks to personally occupy it and the contract for sale  
38 calls for the unit to be vacant at the time of closing;

39 (3) The owner of a building of three residential units or less  
40 seeks to personally occupy a unit, or has contracted to sell the  
41 residential unit to a buyer who wishes to personally occupy it and  
42 the contract for sale calls for the unit to be vacant at the time of  
43 closing.

44 m. The landlord or owner conditioned the tenancy upon and in  
45 consideration for the tenant's employment by the landlord or owner  
46 as superintendent, janitor or in some other capacity and such  
47 employment is being terminated.

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

27 o. The person has been convicted of or pleaded guilty to, or if a  
28 juvenile, has been adjudicated delinquent on the basis of an act  
29 which if committed by an adult would constitute an offense under  
30 N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault, or terroristic  
31 threats against the landlord, a member of the landlord's family or an  
32 employee of the landlord; or, being the tenant or lessee of such  
33 leased premises, knowingly harbors or harbored therein a person  
34 who has been so convicted or has so pleaded, or otherwise permits  
35 or permitted such a person to occupy those premises for residential  
36 purposes, whether continuously or intermittently. No action for  
37 removal may be brought pursuant to this subsection more than two  
38 years after the adjudication or conviction or more than two years  
39 after the person's release from incarceration whichever is the later.

40 p. The person has been found, by a preponderance of the  
41 evidence, liable in a civil action for removal commenced under this  
42 act for an offense under N.J.S.2C:20-1 et al. involving theft of  
43 property located on the leased premises from the landlord, the  
44 leased premises or other tenants residing in the leased premises, or  
45 N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault or terroristic  
46 threats against the landlord, a member of the landlord's family or an  
47 employee of the landlord, or under the "Comprehensive Drug  
48 Reform Act of 1987," N.J.S.2C:35-1 et al., involving the use,

1 possession, manufacture, dispensing or distribution of a controlled  
2 dangerous substance, controlled dangerous substance analog or drug  
3 paraphernalia within the meaning of that act within or upon the  
4 leased premises or the building or complex of buildings and land  
5 appurtenant thereto, or the mobile home park, in which those  
6 premises are located, and has not in connection with his sentence  
7 for that offense either (1) successfully completed or (2) been  
8 admitted to and continued upon probation while completing a drug  
9 rehabilitation program pursuant to N.J.S.2C:35-14; or, being the  
10 tenant or lessee of such leased premises, knowingly harbors or  
11 harbored therein a person who committed such an offense, or  
12 otherwise permits or permitted such a person to occupy those  
13 premises for residential purposes, whether continuously or  
14 intermittently, except that this subsection shall not apply to a person  
15 who harbors or permits a juvenile to occupy the premises if the  
16 juvenile has been adjudicated delinquent upon the basis of an act  
17 which if committed by an adult would constitute the offense of use  
18 or possession under the said "Comprehensive Drug Reform Act of  
19 1987."

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

30 r. The person is found in a civil action, by a preponderance of the  
31 evidence, to have committed a violation of the human trafficking  
32 provisions set forth in section 1 of P.L.2005, c.77 (C.2C:13-8)  
33 within or upon the leased premises or the building or complex of  
34 buildings and land appurtenant thereto, or the mobile home park, in  
35 which those premises are located; or, being the tenant or lessee of  
36 such leased premises, knowingly harbors or harbored therein a  
37 person who has been engaged in human trafficking, or otherwise  
38 permits or permitted such a person to occupy those premises for  
39 residential purposes, whether continuously or intermittently. No  
40 action for removal may be brought pursuant to this subsection more  
41 than two years after the alleged violation has terminated. A  
42 criminal conviction or a guilty plea to a crime of human trafficking  
43 under section 1 of P.L.2005, c.77 (C.2C:13-8) shall be considered  
44 prima facie evidence of civil liability under this subsection.

45 For purposes of this section, (1) "developmental disability"  
46 means any disability which is defined as such pursuant to section 3  
47 of P.L.1977, c.82 (C.30:6D-3); (2) "member of the immediate  
48 family" means a person's spouse, parent, child or sibling, or a

1 spouse, parent, child or sibling of any of them; and (3)  
2 "permanently" occupies or occupied means that the occupant  
3 maintains no other domicile at which the occupant votes, pays rent  
4 or property taxes or at which rent or property taxes are paid on the  
5 occupant's behalf.

6 Nothing in this section shall be construed to authorize the  
7 removal of a lessee or tenant or the assigns, under-tenants or legal  
8 representatives of such lessee or tenant from any house, building,  
9 mobile home or land in a mobile home park or tenement leased for  
10 residential purposes based upon such person's status as a victim of  
11 domestic violence, sexual assault, or stalking.

12 (cf: P.L.2013, c.51, s.7)

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14 4. Section 3 of P.L.2008, c.111 (C.46:8-9.6) is amended to read  
15 as follows:

16 3. The tenant may terminate any lease of a residential property  
17 that has been leased and used by the tenant solely for the purpose of  
18 providing a dwelling place for the tenant, or for the tenant's family,  
19 prior to the expiration date thereof, if the tenant fulfills all  
20 requirements and procedures as established by P.L.2008, c.111  
21 (C.46:8-9.4 et al.) and provides the landlord with:

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

25 b. any of the following:

26 (1) a **【certified】** copy of a permanent restraining order issued by  
27 a court pursuant to section 13 of "The Prevention of Domestic  
28 Violence Act of 1991," P.L.1991, c.261 (C.2C:25-29), and  
29 protecting the tenant from the person named in the written notice;

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

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

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

39 (5) certification, provided by a certified Domestic Violence  
40 Specialist, or the director of a designated domestic violence agency,  
41 that the tenant or a child of the tenant is a victim of domestic  
42 violence; or

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

46 (cf: P.L.2008, c.111, s.3)

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48 5. This act shall take effect immediately.

STATEMENT

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This bill would provide rental and lease protections for domestic violence victims. Under the bill, a landlord may not terminate a tenancy, fail to renew a tenancy, or refuse to enter into a rental agreement based on the tenant's or applicant's or a household member's status as a victim of domestic violence, sexual assault, or stalking, or based on the tenant or applicant having terminated a rental agreement pursuant to the "New Jersey Safe Housing Act," P.L.2008, c.111 (C.46:8-9.4 et seq.). Under the "New Jersey Safe Housing Act," a tenant may terminate a lease prior to its expiration if the tenant provides written notice that the tenant or a child of the tenant faces an imminent threat of serious physical harm from another person if the tenant remains on the premises, and provides appropriate documentation.

The bill provides for the same documentation requirements as those set out in the "New Jersey Safe Housing Act." The documentation may be any of the following:

- (1) a copy of a permanent domestic violence restraining order;
- (2) a copy of a permanent restraining order from another jurisdiction, issued pursuant to the jurisdiction's laws concerning domestic violence;
- (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.

Under the bill, a landlord who refuses to enter into a rental agreement in violation of this section may be liable to the tenant or applicant in a civil action for damages sustained by the tenant or applicant. The prevailing party may also recover court costs and reasonable attorneys' fees.

The bill amends N.J.S.A.2A:18-53 and N.J.S.A.2A:18-61.1, which concern actions by landlords to remove tenants, to provide that these sections of law shall not be construed to authorize the removal of a lessee or tenant or the assigns, under-tenants or legal representatives of such lessee or tenant from any house, building, mobile home or land in a mobile home park or tenement leased for residential purposes based upon such person's status as a victim of domestic violence, sexual assault, or stalking.