

[First Reprint]

## **ASSEMBLY, No. 1706**

# **STATE OF NEW JERSEY**

## **218th LEGISLATURE**

PRE-FILED FOR INTRODUCTION IN THE 2018 SESSION

**Sponsored by:**

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**District 37 (Bergen)**

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**District 38 (Bergen and Passaic)**

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**District 29 (Essex)**

**Assemblyman RAJ MUKHERJI**

**District 33 (Hudson)**

**Co-Sponsored by:**

**Assemblymen Mazzeo, McKeon, Assemblywomen McKnight, Pinkin, Murphy, Assemblyman Johnson, Assemblywoman Chaparro and Assemblyman Webber**

**SYNOPSIS**

Provides rental and lease protections for victims of domestic violence, sexual assault, or stalking.

**CURRENT VERSION OF TEXT**

As reported by the Assembly Women and Children Committee on February 1, 2018, with amendments.

**(Sponsorship Updated As Of: 12/11/2018)**

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<sup>1</sup>, sexual assault, or stalking<sup>1</sup>;

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<sup>1</sup>, sexual assault, or stalking<sup>1</sup>;

24 (4) medical documentation of the domestic violence<sup>1</sup>, sexual  
25 assault, or stalking<sup>1</sup> provided by 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<sup>1</sup>, sexual assault, or stalking<sup>1</sup>.

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.

Matter enclosed in superscript numerals has been adopted as follows:

<sup>1</sup>Assembly AWC committee amendments adopted February 1, 2018.

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  
49 right of reentry is reserved to the landlord in the lease for a

1 violation of such covenant or agreement, provided that such  
2 covenant or agreement conforms to federal guidelines regarding  
3 such lease provisions and was contained in the lease at the  
4 beginning of the lease term.

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

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

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

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

1 and does not substantially reduce the rights and privileges to which  
2 the tenant was entitled prior to the conversion.

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

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

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

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

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

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

46 n. The person has been convicted of or pleaded guilty to, or if a  
47 juvenile, has been adjudicated delinquent on the basis of an act  
48 which if committed by an adult would constitute an offense under  
49 the "Comprehensive Drug Reform Act of 1987," N.J.S.2C:35-1 et

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

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

36 p. The person has been found, by a preponderance of the  
37 evidence, liable in a civil action for removal commenced under this  
38 act for an offense under N.J.S.2C:20-1 et al. involving theft of  
39 property located on the leased premises from the landlord, the  
40 leased premises or other tenants residing in the leased premises, or  
41 N.J.S.2C:12-1 or N.J.S.2C:12-3 involving assault or terroristic  
42 threats against the landlord, a member of the landlord's family or an  
43 employee of the landlord, or under the "Comprehensive Drug  
44 Reform Act of 1987," N.J.S.2C:35-1 et al., involving the use,  
45 possession, manufacture, dispensing or distribution of a controlled  
46 dangerous substance, controlled dangerous substance analog or drug  
47 paraphernalia within the meaning of that act within or upon the  
48 leased premises or the building or complex of buildings and land  
49 appurtenant thereto, or the mobile home park, in which those

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

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

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

41 For purposes of this section, (1) "developmental disability"  
42 means any disability which is defined as such pursuant to section 3  
43 of P.L.1977, c.82 (C.30:6D-3); (2) "member of the immediate  
44 family" means a person's spouse, parent, child or sibling, or a  
45 spouse, parent, child or sibling of any of them; and (3)  
46 "permanently" occupies or occupied means that the occupant  
47 maintains no other domicile at which the occupant votes, pays rent  
48 or property taxes or at which rent or property taxes are paid on the  
49 occupant's behalf.



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

7     (cf: P.L.2013, c.51, s.7)

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

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

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

20    b. any of the following:

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

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

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

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

34    (5) certification, provided by a certified Domestic Violence  
35    Specialist, or the director of a designated domestic violence agency,  
36    that the tenant or a child of the tenant is a victim of domestic  
37    violence; or

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

41    (cf: P.L.2008, c.111, s.3)

42  
43    5. This act shall take effect immediately.