

[First Reprint]

ASSEMBLY COMMITTEE SUBSTITUTE FOR  
**ASSEMBLY, Nos. 4034 and 4226**

---

**STATE OF NEW JERSEY**  
**219th LEGISLATURE**

---

ADOPTED JUNE 15, 2020

**Sponsored by:**

**Assemblywoman BRITNEE N. TIMBERLAKE**

**District 34 (Essex and Passaic)**

**Assemblyman BENJIE E. WIMBERLY**

**District 35 (Bergen and Passaic)**

**Assemblywoman ANGELA V. MCKNIGHT**

**District 31 (Hudson)**

**Assemblywoman SHANIQUE SPEIGHT**

**District 29 (Essex)**

**Co-Sponsored by:**

**Assemblymen Giblin, Danielsen, Zwicker, Moen, Assemblywomen Lopez, Reynolds-Jackson, Jasey, Assemblymen Mukherji, McKeon, Assemblywomen Vainieri Huttel, Murphy, Assemblyman Mejia, Assemblywomen Jimenez, Carter, Chaparro, Assemblyman Benson, Assemblywoman Mosquera, Assemblymen Freiman, Taliaferro, Assemblywomen Sumter, Tucker, Assemblymen Caputo and Holley**

**SYNOPSIS**

Provides mortgage payment relief, consumer reporting protection, and eviction protection for resident property owners, tenants, and other consumers, economically impacted during time of coronavirus disease 2019 pandemic.

**CURRENT VERSION OF TEXT**

As reported by the Assembly Appropriations Committee on July 27, 2020, with amendments.

(Sponsorship Updated As Of: 7/2/2020)

1 AN ACT concerning protections for residential property owners and  
2 tenants during emergency circumstances and amending  
3 P.L.2020, c.1.  
4

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

7  
8 1. (New section) The Legislature finds and declares that:

9 a. The social distancing measures and associated economic  
10 pause, that have been necessary to combat the COVID-19  
11 pandemic, have also forced many New Jersey residents to endure  
12 job losses and prolonged depletions of income;

13 b. As of May 8, 2020, the unemployment rate of the United  
14 States exceeds 14 percent, and is widely expected to grow higher in  
15 the coming weeks;

16 c. The residents of New Jersey have not been able to avoid  
17 suffering as a result of the COVID-19 pandemic, as the State is  
18 widely reported to have the second highest COVID-19-related death  
19 rate in the nation, and the economic impact on many State residents  
20 appears to be similarly catastrophic;

21 d. This unprecedented situation has made the timely payment of  
22 mortgages, rent, and other bills impossible for many State residents;  
23 and

24 e. It is, therefore, necessary and in the public interest for the  
25 Legislature to enact temporary measures to protect the State's  
26 homeowners, residential tenants, student loan borrowers and other  
27 vulnerable consumers from foreclosure, eviction, and consumer  
28 reporting injustices that are in danger of resulting from this  
29 unprecedented emergency.  
30

31 2. (New section) As used in P.L. , c. (C. ) (pending before  
32 the Legislature as this bill):

33 "Creditor" means a person or entity that holds or controls,  
34 partially, wholly, indirectly, directly or in a nominee capacity, a  
35 mortgage loan securing an owner-occupied residential property,  
36 including, but not limited to, an originator, holder, investor, assignee,  
37 successor, trust, trustee, nominee holder, <sup>1</sup>["Mortgage Electronic  
38 Registration System,"]<sup>1</sup> or mortgage servicer <sup>1</sup>as defined in section 2 of  
39 P.L.2019, c.65 (C.17:16F-28)<sup>1</sup>.

40 "Emergency period" means the period during which a public  
41 health emergency exists as declared by the Governor in Executive  
42 Order No. 103 of 2020, as extended <sup>1</sup>, and the 60 days following the  
43 conclusion of this period<sup>1</sup>.

44 "Impacted homeowner" means an owner or mortgagor of title to a  
45 residential property, which serves as such person's primary residence

**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 AAP committee amendments adopted July 27, 2020.

1 or as the residence of the owner's tenant, which the impacted  
2 homeowner understands to be the tenant's primary residence<sup>1</sup>, and  
3 who qualifies for a mortgage forbearance pursuant to section 3 of  
4 P.L. , c. (C. ) (pending before the Legislature as this bill).

5 "Impacted tenant" means a residential<sup>1</sup> tenant who<sup>1</sup> has suffered  
6 a negative financial impact substantial reduction of income<sup>1</sup>  
7 resulting from COVID-19 or the Public Health Emergency or State of  
8 Emergency declared in response thereto, including but not limited to  
9 a financial hardship<sup>1</sup> from a reduction in hours or loss of  
10 employment, loss of income ,<sup>1</sup> or increased costs incurred in  
11 necessary child care resulting from the closure of schools or caring for  
12 family members who are ill due to COVID-19 or quarantined due to a  
13 suspected exposure to COVID-19, or for funeral costs due to COVID-  
14 19 ;<sup>1</sup>

15 "Landlord" means any person, or agent or assignee thereof, who  
16 rents or leases or offers to rent or lease, for a term of at least one-  
17 month, dwelling units, except dwelling units in hotels, motels or other  
18 guest houses serving transient or seasonal guests.

19 "Mortgage forbearance" or "forbearance" means a period during  
20 which obligations for mortgage principal and interest payments are  
21 suspended.

22 "Non-essential eviction" means an eviction other than for the  
23 purpose of removing a residential tenant in the interests of justice  
24 whose conduct endangers the health and safety of others for  
25 nonpayment or habitually late payment of rent<sup>1</sup>.

26 "Residential property" means a property located in the State rented  
27 or owned for residential purposes; provided, however, that residential  
28 property shall be limited to the principal residence of a person or a  
29 residential health care facility. "Residential property" shall not include  
30 an investment property or a<sup>1</sup> residence other than a primary  
31 residence of a homeowner or tenant<sup>1</sup>; residential property taken in  
32 whole or in part as collateral for a commercial loan; or a property  
33 subject to condemnation or receivership.

34  
35 3. (New section) a. During the emergency period, a creditor  
36 shall grant a mortgage forbearance to an impacted homeowner if the  
37 impacted homeowner submits a written request to the creditor  
38 mortgage servicer<sup>1</sup> affirming the following:

39 (1) the mortgage loan on residential property for which a  
40 mortgage forbearance is being requested pursuant to this section  
41 was current with respect to payments as of February 1, 2020;

42 (2)<sup>1</sup> the impacted homeowner has suffered a negative financial  
43 impact resulting from COVID-19 or the Public Health Emergency or  
44 State of Emergency declared in response thereto, including but  
45 not limited to a financial hardship from a reduction in hours or loss  
46 of employment, loss of income or increased costs incurred in  
47 necessary child care resulting from the closure of schools or caring

1 for family members who are ill due to COVID-19 or quarantined  
2 due to a suspected exposure to COVID-19, or for funeral costs due  
3 to COVID-19;

4 <sup>1</sup>~~[(3)]~~ (2)<sup>1</sup> the gross household income of the homeowner <sup>1</sup>,  
5 after hardship,<sup>1</sup> does not exceed <sup>1</sup>~~[\$150,000 after hardship]~~ 150  
6 percent of the area median income, as defined for New Jersey in  
7 guidelines published annually by the United States Department of  
8 Housing and Urban Development<sup>1</sup>, unless this requirement for  
9 eligibility is waived by the mortgage lender; and

10 <sup>1</sup>~~[(4)]~~ (3)<sup>1</sup> if the impacted homeowner possesses one or more  
11 bank accounts, those bank accounts collectively contain less than  
12 six months' reserves of the impacted homeowner's gross household  
13 income for 2019. The creditor may require the impacted  
14 homeowner to provide a cash asset certification to demonstrate  
15 compliance with this paragraph.

16 b. Upon receipt of a written request <sup>1</sup>or verbal authorization<sup>1</sup>  
17 for a mortgage forbearance from an impacted homeowner pursuant  
18 to subsection a. of this section, a creditor shall provide to the  
19 impacted homeowner a mortgage forbearance and confirmation of  
20 that forbearance in writing. No additional documentation shall be  
21 required from the impacted homeowner by the creditor other than  
22 the written request under subsection a. of this section. The  
23 minimum initial mortgage forbearance period of an impacted  
24 homeowner shall be 90 days. An impacted homeowner may  
25 request, and shall be granted, a subsequent forbearance period of at  
26 minimum 90 days, for a total of at minimum 180 days. <sup>1</sup>A creditor  
27 shall not be prohibited from offering a more extended forbearance  
28 period.<sup>1</sup> Fees, penalties, or interest, including attorney's fees  
29 <sup>1</sup>beyond the amounts scheduled and calculated as if the mortgagor  
30 made all contractual payments on time and in full under the terms  
31 of the mortgage contract<sup>1</sup>, shall not be assessed or accrue during  
32 and as a result of a mortgage forbearance granted pursuant to this  
33 section. Nothing in this section shall be construed to impact  
34 property tax and insurance obligations of an owner related to any  
35 real property in the State. A mortgagee that grants a mortgage  
36 forbearance pursuant to this section shall encourage owners to seek  
37 out United States Department of Housing and Urban Development  
38 certified housing counseling and shall provide to the property owner  
39 confirmation of the approval of the forbearance, information  
40 concerning the process for forbearance, and information on how to  
41 request a subsequent forbearance.

42 c. (1) Consistent with the provisions of 15 U.S.C. s.1681s-  
43 2(a)(1)(F), a creditor shall not furnish negative mortgage payment  
44 information to a debt collector or credit reporting agency related to  
45 mortgage payments subject to a mortgage forbearance under this  
46 section.

1 (2) <sup>1</sup>~~【An impacted homeowner or】~~ In response to a complaint  
2 to the Attorney General from an impacted homeowner, or on the  
3 Attorney General’s independent initiative,<sup>1</sup> the Attorney General  
4 may bring an action alleging a creditor has violated the provisions  
5 of this subsection. Upon a finding that non-compliance by a  
6 creditor with this section has occurred, a court of competent  
7 jurisdiction may:

8 (a) order the non-compliant creditor to retract the debt reported  
9 to the collection or credit reporting agency, bureau, or data  
10 collection facility;

11 (b) impose a fine on the non-compliant creditor, not to exceed  
12 \$5,000 <sup>1</sup>per violation<sup>1</sup>;

13 (c) order the non-compliant creditor to pay a reasonable counsel  
14 fee in connection with an impacted homeowner whose debt has  
15 been reported to a collection or credit reporting agency, bureau, or  
16 data collection facility;

17 (d) provide a copy of the order immediately <sup>1</sup>at the request of<sup>1</sup>  
18 and at no cost to the impacted homeowner;

19 (e) order the non-compliant creditor to take such steps as are  
20 necessary, within 30 days of the order, to rehabilitate the credit  
21 record of an impacted homeowner, with <sup>1</sup>~~【a showing made to the~~  
22 ~~court and】~~ an<sup>1</sup> exact copy provided at no cost to the homeowner of  
23 the efforts made in that regard; and

24 (f) order the non-compliant creditor to pay an award of damages  
25 to the impacted homeowner not to exceed 25 percent of the debt  
26 attempted to be collected or reported by the non-compliant creditor  
27 to the collection or credit reporting agency, bureau, or data  
28 collection facility, the minimum award being \$350.

29 d. During the emergency period and during any period of  
30 mortgage forbearance granted pursuant to this section, a creditor  
31 shall not, for the purposes of foreclosure of a residential property  
32 <sup>1</sup>that has received a forbearance<sup>1</sup> that is not vacant, abandoned or  
33 otherwise subject to P.L.2003, c.210 (C.55:19-78 et seq.):

34 (1) send an impacted homeowner a notice of intention to  
35 foreclose pursuant to section 4 of P.L.1995, c.244 (C.2A:50-56); or

36 (2) otherwise initiate the foreclosure process.

37 A deadline or time period for action by a party to the foreclosure  
38 process for a residential property filed prior to the effective date of  
39 P.L. , c. (C. ) (pending before the Legislature as this bill) shall  
40 be tolled until the end of the emergency period.

41 e. Notwithstanding the provisions of any law, rule, or  
42 regulation to the contrary, the repayment period of any mortgage  
43 subject to the forbearance established pursuant to this section shall  
44 be extended by the number of months the forbearance is in effect.  
45 The payments not made during the months of the forbearance shall  
46 instead be due on a monthly basis during the period constituting an  
47 extension of the mortgage, unless the property owner has chosen to  
48 make these payments earlier. During the time of the forbearance,

1 and during the period constituting an extension of the mortgage, all  
2 terms and conditions of the original mortgage, except with regard to  
3 default and delinquency during forbearance, shall continue without  
4 modification, and there shall be no fees assessed, including  
5 attorney's fees, related to the forbearance or late payment, or  
6 penalty for early repayment. An impacted homeowner shall have  
7 the option to discontinue the mortgage forbearance at any time at  
8 the election of the impacted homeowner upon written consent and a  
9 written statement that they would have the rights provided herein  
10 and knowingly waive those rights.

11 f. An impacted homeowner denied a forbearance under this  
12 section by a creditor licensed by the Department of Banking and  
13 Insurance <sup>1</sup>, and not a State- or nationally-chartered financial  
14 institution,<sup>1</sup> may file a complaint with the Department of Banking  
15 and Insurance. The department shall investigate the complaint and,  
16 if appropriate, shall order the creditor to grant a forbearance to the  
17 impacted homeowner pursuant to this section.

18 g. <sup>1</sup>**【The】** (1) To the extent required by the Administrative  
19 Director of the Courts, the<sup>1</sup> creditor shall provide the docket  
20 numbers, party names, and property addresses as to any pending  
21 court actions involving any property granted a forbearance to the  
22 Superior Court Clerk's Office at least monthly.

23 <sup>1</sup>(2)<sup>1</sup> The creditor shall submit information on all forbearances  
24 that the creditor has provided <sup>1</sup>within the State<sup>1</sup> to the Department  
25 of Banking and Insurance on a monthly basis, <sup>1</sup>or on any alternative  
26 schedule directed by the Department of Banking and Insurance,<sup>1</sup>  
27 after removing all personally-identifiable information. This  
28 information shall be <sup>1</sup>submitted in accordance with any  
29 specifications required by the Department of Banking and  
30 Insurance, and, to the extent required by the Department of Banking  
31 and Insurance, shall be<sup>1</sup> deemed to be government records and  
32 subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.),  
33 commonly known as the open public records act.

34 h. <sup>1</sup>**【To the extent any provision of this section is in conflict with**  
35 **federal laws and guidelines, such provision shall not apply to any**  
36 **mortgage loans made, insured, or securitized by any agency or**  
37 **instrumentality of the United States, any Government Sponsored**  
38 **Enterprise, or a Federal Home Loan Bank】** Notwithstanding anything  
39 to the contrary in this section, this section shall not apply to, and does  
40 not affect, any mortgage loans made, insured, or securitized by any  
41 agency or instrumentality of the United States, any government  
42 sponsored enterprise, or a federal home loan bank, or the rights and  
43 obligations of any lender, issuer, servicer or trustee of such  
44 obligations, including servicers for the Government National Mortgage  
45 Association or other loans governed by the Coronavirus Aid, Relief,  
46 and Economic Security Act, Pub. L.116-136<sup>1</sup>.

1 i. It shall be an unlawful discrimination in violation of the  
2 “New Jersey Law Against Discrimination,” P.L.1945, c.169  
3 (C.10:5-1 et seq.) for a creditor to discriminate in application of the  
4 provisions of this section because of an impacted homeowners’  
5 race, creed, color, national origin, ancestry, marital status, civil  
6 union status, domestic partnership status, pregnancy or  
7 breastfeeding, sex, gender identity or expression, affectional or  
8 sexual orientation, familial status, disability, liability for service in  
9 the Armed Forces of the United States, nationality, or source of  
10 lawful income used for mortgage payments.

11 j. This section shall not be construed to prohibit a creditor from  
12 considering an oral <sup>1</sup>or electronic<sup>1</sup> request for a mortgage forbearance  
13 instead of a written request submitted pursuant to subsection a. of this  
14 section.

15

16 4. (New section) a. <sup>1</sup>**【**Prior to the 60th day next following the end  
17 of **】** During<sup>1</sup> the emergency period, a landlord or owner of a residential  
18 property shall not, for the purposes of a non-essential eviction for a  
19 residential property:

20 (1) terminate a tenancy;

21 (2) file a summary dispossess action; or

22 (3) send any notice, including a notice to quit, requesting or  
23 demanding that a tenant of a residential property vacate the premises.

24 b. <sup>1</sup>**【**Prior to the 60th day next following the end of the emergency  
25 period, a court having jurisdiction over an action for summary  
26 dispossess shall not, in a non-essential eviction for a residential  
27 property:

28 (1) accept for filing a summons or complaint;

29 (2) enter a judgment or default judgment for a plaintiff for  
30 possession of a residential property;

31 (3) issue warrant of removal;

32 (4) deny, upon the request of a defendant, a stay of execution, or  
33 upon the request by a party, a continuance of a summary dispossess  
34 case; or

35 (5) schedule a court event, including a summary dispossess trial **】**

36 (1) Upon the filing of a landlord-tenant complaint, the plaintiff  
37 landlord shall certify, on a form promulgated by the Administrative  
38 Director of the Courts, that the complaint is not seeking to evict an  
39 impacted tenant from the impacted tenant’s primary residence due to  
40 nonpayment or habitually late payment of rent due during the  
41 emergency period, except where the impacted tenant has failed to  
42 repay rent due during the emergency period in accordance with a  
43 repayment plan entered pursuant to section 6 of P.L. , c. (C. )  
44 (pending before the Legislature as this bill).

45 (2) No later than 60 days following enactment of P.L. , c.  
46 (C. )(pending before the Legislature as this bill), the plaintiff  
47 landlord in any landlord-tenant action pending before the court on the  
48 effective date of P.L. , c. (C. ) (pending before the

1 Legislature as this bill) shall certify, on a form promulgated by the  
2 Administrative Director of the Courts, that the landlord-tenant  
3 complaint is not brought to evict an impacted tenant of the impacted  
4 tenant's primary residence due to nonpayment or habitually late  
5 payment of rent due during the emergency period, except where the  
6 impacted tenant has failed to repay rent due during the emergency  
7 period in accordance with a repayment plan entered pursuant to section  
8 6 of P.L. , c. (C. ) (pending before the Legislature as this bill)<sup>1</sup>.

9 c. A deadline or time period for action by a party to a non-  
10 essential eviction for a residential property shall be tolled until the  
11 <sup>1</sup>**60th day next following the** end of the emergency period.

12 d. Nothing in this section shall relieve a tenant from the  
13 obligation to pay rent or restrict a landlord's ability to recover rent  
14 consistent with the provisions of section 6 of P.L. , c. (C. )  
15 (pending before the Legislature as this bill).

16  
17 5. (New section) a. <sup>1</sup>**Prior to the 60th day next following the**  
18 **end of** During<sup>1</sup> the emergency period, a landlord shall not impose a  
19 late fee for non-payment of rent for a residential property that was  
20 due during the emergency period.

21 b. (1) Consistent with the provisions of 15 U.S.C. s.1681s-  
22 2(a)(1)(F), a landlord shall not furnish rental payment data to a  
23 collection or credit reporting agency related to the non-payment of  
24 rent during the emergency period <sup>1</sup>**and the 60 days next following**  
25 **the end of the emergency period**<sup>1</sup>.

26 (2) A landlord shall not refuse to rent to <sup>1</sup>**[a] an impacted**<sup>1</sup>  
27 tenant or place, or disseminate <sup>1</sup>**[a] an impacted**<sup>1</sup> tenant's  
28 information for the purpose of placing, <sup>1</sup>**[a] an impacted**<sup>1</sup> tenant on  
29 a list for the use of other landlords, as a result of any record or  
30 information reflecting the <sup>1</sup>**impacted**<sup>1</sup> tenant's non-payment of rent  
31 during the emergency period <sup>1</sup>**and the 60 days next following the**  
32 **end of the emergency period**<sup>1</sup>.

33 c. <sup>1</sup>**[A tenant or] In response to a complaint to the Attorney**  
34 **General from an impacted tenant, or on the Attorney General's**  
35 **independent initiative,**<sup>1</sup> the Attorney General may bring an action  
36 alleging a landlord has violated the provisions of subsection b. of  
37 this section concerning the furnishing of information to a collection  
38 or credit reporting agency. Upon a finding that non-compliance by  
39 a landlord with subsection b. of this section has occurred, a court of  
40 competent jurisdiction may:

41 (1) order the non-compliant landlord to retract the report of  
42 debt provided to the collection or credit reporting agency, bureau,  
43 or data collection facility;

44 (2) impose a fine on the non-compliant landlord, not to exceed  
45 \$5,000 per <sup>1</sup>**impacted**<sup>1</sup> tenant;

46 (3) order the non-compliant landlord to pay a reasonable  
47 counsel fee in connection with <sup>1</sup>**[a] an impacted**<sup>1</sup> tenant whose debt



1 has been reported to a collection or credit reporting agency, bureau,  
2 or data collection facility;

3 (4) provide a copy of the order immediately upon the request  
4 of the tenant<sup>1</sup> and at no cost to the impacted homeowner;

5 (5) order the non-compliant landlord to take such steps as are  
6 necessary, within 30 days of the order, to rehabilitate the credit  
7 record of ~~1[a] an impacted~~<sup>1</sup> tenant, with ~~1[a showing made to the~~  
8 ~~court, and] an~~<sup>1</sup> exact copy provided to the impacted<sup>1</sup> tenant at no  
9 cost, of the efforts made in that regard; and

10 (6) order the non-compliant landlord to pay an award of  
11 damages to the impacted tenant not to exceed 25 percent of the debt  
12 attempted to be collected or reported by the non-compliant landlord  
13 to the collection or credit reporting agency, bureau, or data  
14 collection facility, the minimum award being \$350.

15 d. If a landlord furnishes rental payment data to a collection or  
16 credit reporting agency related to the non-payment of rent during the  
17 emergency period, but before the enactment of P.L. , c. (C. )  
18 (pending before the Legislature as this bill), the landlord shall not be  
19 subject to the penalty provisions of this section, except for an order to  
20 retract the report pursuant to paragraph (1) of subsection c. of this  
21 section.<sup>1</sup>

22  
23 6. (New section) a. In order to avoid mass evictions and  
24 widespread homelessness following the conclusion of the  
25 moratorium on evictions required by section ~~1[3] 4~~<sup>1</sup> of P.L. , c.  
26 (C. ) (pending before the Legislature as this bill), a landlord shall  
27 offer each tenant of the properties owned by the landlord <sup>1</sup>, who has  
28 missed any partial or full rent payments prior to the end of the  
29 emergency period,<sup>1</sup> the ability to enter into an agreement pursuant  
30 to subsection d. of this section, which shall be an addendum to the  
31 lease agreement, for the repayment of any partial or full rent  
32 payments not made during the emergency period ~~1[and the 60 days~~  
33 ~~next following the end of the emergency period]~~<sup>1</sup>, provided the  
34 impacted tenant's rent payments were current including payments  
35 held in escrow as of the effective date of Executive Order No. 106  
36 of 2020. The offer shall be provided in writing by hand-delivery,  
37 regular mail or email.<sup>1</sup>

38 (1) A tenant shall not accept an offer from a landlord pursuant  
39 to this subsection if <sup>1</sup>:<sup>1</sup>

40 (a) the tenant is not an impacted tenant;

41 (b)<sup>1</sup> the tenant's gross household income after hardship<sup>1</sup>  
42 exceeds ~~1[\$150,000 after hardship]~~ 100 percent of the area median  
43 income, as defined for New Jersey in guidelines published annually  
44 by the United States Department of Housing and Urban  
45 Development,<sup>1</sup> unless the landlord makes an exception; or

1 ~~1~~ **[(b)] (c)**<sup>1</sup> the tenant possesses one or more bank accounts that  
2 collectively contain reserves equaling six months' or more of the  
3 tenant's gross household income for 2019 unless the landlord  
4 makes an exception<sup>1</sup>.

5 (2) The landlord may bring a cause of action against a tenant  
6 in a court of competent jurisdiction to enforce a violation of  
7 paragraph (1) of this subsection.<sup>1</sup> The landlord may require the  
8 impacted tenant to provide a cash asset certification <sup>1</sup>, if available,<sup>1</sup>  
9 to demonstrate compliance with ~~1~~ **[this]**<sup>1</sup> subparagraph ~~1~~ **(c)** of  
10 paragraph (1) of this subsection, and any other financial information  
11 reasonably necessary to ensure the impacted tenant's compliance  
12 with paragraph (1) of this subsection if available<sup>1</sup>.

13 ~~1~~ **[(2)] (3)** To prevent a landlord from losing their primary  
14 home in a foreclosure due to COVID-19 economic hardship, owners  
15 of owner-occupied properties with four or less units are exempt  
16 from having to enter into a rent repayment plan with their impacted  
17 tenant only if after the owner completed an application for a  
18 mortgage forbearance, but was denied forbearance as defined in this  
19 bill from their creditor. Creditors covered in this bill shall not deny  
20 a landlord of an owner occupied property a mortgage forbearance if  
21 their tenants cannot pay rent. Having impacted tenants means the  
22 landlord is also then negatively impacted.

23 (4)<sup>1</sup> During the repayment period, a landlord shall not impose  
24 any late fees or any other fees, including attorney's fees, for rent  
25 payments not made during the emergency period ~~1~~ **[and the 60 days**  
26 **next following the end of the emergency period]**<sup>1</sup>.

27 b. The Department of Community Affairs shall, as soon as  
28 practicable following the effective date of P.L. , c. (pending  
29 before the Legislature as this bill), prepare and make available on  
30 its Internet website a statement of the rights and responsibilities of  
31 impacted tenants and landlords for the repayment of missed rent  
32 payments pursuant to this section and an explanation of, and model  
33 template for, the default repayment plans available pursuant to  
34 subsection d. of this section. This statement and templates shall be  
35 printed in the English, Spanish, Arabic, French, Russian, Korean,  
36 Chinese, and Vietnamese languages. Every landlord shall distribute  
37 one copy of the statement and templates prepared and made  
38 available pursuant to this subsection to each of their tenants within  
39 10 business days after it has been made available by the department,  
40 and landlords may not demand payment of unpaid rent until after  
41 the statement and templates have been distributed ~~1~~ **[to each tenant]**  
42 in accordance with this subsection<sup>1</sup>. If a landlord fails to comply  
43 with this subsection, this failure may be used by ~~1~~ **[the]** an  
44 impacted<sup>1</sup> tenant as an affirmative defense to ~~1~~ **[liability for**  
45 **payment of the applicable interest due in any monetary judgment**  
46 **action]** an action seeking the recovery of rent, or to a landlord-  
47 tenant complaint seeking a judgment for possession<sup>1</sup> against the

1 <sup>1</sup>impacted<sup>1</sup> tenant, if brought by the landlord to recover rent due  
2 during the emergency period.

3 c. (1) Within 10 business days following the conclusion of the  
4 <sup>1</sup>~~60 days next following the end of the~~<sup>1</sup> emergency period, a  
5 landlord shall calculate all partial or full rent payments legally  
6 owed and not made during the emergency period <sup>1</sup>~~and the 60 days~~  
7 ~~next following the end of the emergency period~~<sup>1</sup> by each impacted  
8 tenant liable for rent repayment pursuant to subsection a. of this  
9 section. After determining the amount of the missed payments and  
10 applying all credits, if any, due to the impacted tenant, the landlord  
11 shall provide each impacted tenant with a written notice <sup>1</sup>by hand-  
12 delivery, regular mail or e-mail<sup>1</sup>, using the template to be prepared  
13 and made available on its website by the department, of the amount  
14 owed by the impacted tenant in a form that specifies, in detail, the  
15 amount claimed to be due and an itemization of all credits to which  
16 the impacted tenant is entitled. All amounts shall be legal and in  
17 compliance with all applicable laws, including local rent control  
18 ordinances.

19 (2) If the impacted tenant does not agree with the amount  
20 claimed due, the notice shall provide that the impacted tenant shall  
21 notify the landlord within 25 days after the date on which the rent  
22 and arrearage repayments are to commence; provided, however, that  
23 the impacted tenant shall still begin repayment of missed rent  
24 pursuant to the repayment agreement. The impacted tenant may  
25 assert any and all additional objections to the amount claimed due,  
26 including <sup>1</sup>~~diminished habitability,~~<sup>1</sup> payment by the impacted  
27 tenant or by others on behalf of the impacted tenant <sup>1</sup>~~,~~ or other  
28 legal and equitable setoffs or defenses<sup>1</sup>.

29 <sup>1</sup>(3) If a landlord-tenant complaint seeking judgment for  
30 possession is filed, the court shall offer the parties the opportunity  
31 to settle the case. Both parties must voluntarily agree to participate  
32 in the settlement conference or mediation and must voluntarily  
33 agree to any resulting settlement.

34 (4)<sup>1</sup> If the <sup>1</sup>plaintiff<sup>1</sup> landlord fails to demonstrate <sup>1</sup>in the  
35 landlord-tenant case pending with the court<sup>1</sup> the correctness of the  
36 amount assessed of rent due and owing by the impacted tenant, then  
37 the <sup>1</sup>court shall order that the<sup>1</sup> landlord shall refund any incorrectly  
38 assessed amount paid by the impacted tenant <sup>1</sup>~~plus~~ . Upon a  
39 finding of a violation of this subsection by the landlord, the court  
40 may also order the landlord to pay to the tenant<sup>1</sup> a penalty of 20  
41 percent of such amount <sup>1</sup>to be used as a credit towards future rent<sup>1</sup>.

42 d. <sup>1</sup>~~Any unpaid rent during the emergency period shall be paid~~  
43 in accordance with whichever repayment plan set forth in  
44 paragraphs (1) and (2) of this subsection results in the lowest  
45 average monthly payments for the impacted tenant, or a plan agreed  
46 to between the landlord and impacted tenant so long as that plan has

1 lower monthly payments than either option in paragraphs (1) or (2)  
2 of this subsection.

3 (1) Repayment Plan A shall provide that any unpaid rent during  
4 the emergency period shall be repaid in equal installments over the  
5 remainder of the lease and shall constitute no more than 10 percent  
6 of the impacted tenant's net household income after taxes. The  
7 surrender of property by the tenant shall not relieve the tenant from  
8 the obligation to pay any rent missed during the emergency period  
9 or restrict a landlord's ability to recover such rent.

10 (2) Repayment Plan B **]** An impacted tenant and landlord shall  
11 enter into a written agreement for any unpaid rent during the  
12 emergency period. If a landlord and impacted tenant are unable to  
13 reach an agreement, or if the agreement is deemed to be  
14 unaffordable by the tenant, any unpaid rent during the emergency  
15 period shall be paid in accordance with the default repayment plan  
16 that<sup>1</sup> shall provide <sup>1</sup>**[a]** an impacted<sup>1</sup> tenant with six months to  
17 repay <sup>1</sup>**[each months']** every one month owed in<sup>1</sup> rent that was  
18 unpaid, whether in full or in part, during the emergency period <sup>1</sup>;  
19 with all back rent owed and paid in full by the last day of the 30th  
20 month<sup>1</sup>. The surrender of property by the <sup>1</sup>impacted<sup>1</sup> tenant shall  
21 not relieve the <sup>1</sup>impacted<sup>1</sup> tenant from the obligation to pay any rent  
22 missed during the emergency period or restrict a landlord's ability  
23 to recover such rent.

24 e. An agreement entered into pursuant to subsection d. of this  
25 section shall be null and void upon full payment of the monies  
26 stipulated in the agreement. Nothing in this section shall prohibit a  
27 landlord from filing an action for eviction for the failure to pay rent  
28 in accordance with a repayment plan in effect pursuant to  
29 subsection <sup>1</sup>**[a. or b.] d.**<sup>1</sup> of this section after the eviction  
30 moratorium period required by section 4 of P.L. , c.  
31 (C. ) (pending before the Legislature as this bill) has ended.

32 f. Any payments made for or on behalf of an impacted tenant  
33 by other entities, including government agencies, non-profit  
34 organizations, or in any other manner, shall be credited against the  
35 amount due from that impacted tenant.

36 g. It shall be an unlawful discrimination in violation of the  
37 "New Jersey Law Against Discrimination," P.L.1945, c.169  
38 (C.10:5-1 et seq.) for a landlord to discriminate in application of the  
39 provisions of this section because of a tenant's race, creed, color,  
40 national origin, ancestry, marital status, civil union status, domestic  
41 partnership status, pregnancy or breastfeeding, sex, gender identity  
42 or expression, affectional or sexual orientation, familial status,  
43 disability, liability for service in the Armed Forces of the United  
44 States, nationality, or source of lawful income used for rental  
45 payments.

1       <sup>1</sup>7. (New section) a. Notwithstanding the provisions of  
2 P.L.1967, c.265 (C.46:8-19 et seq.) or any other law or regulation to  
3 the contrary, upon written request from a tenant, including  
4 electronic communication, money or other forms of security  
5 deposited or advanced in accordance with P.L.1967, c.265 (C.46:8-  
6 19 et seq.), including the tenant's portion of the interest, earnings,  
7 or both, accumulated thereon, shall be applied to or credited  
8 towards rent payments due or to become due from the tenant during  
9 the Public Health Emergency established in Executive Order No.  
10 103 of 2020, and any extension thereof, and during the 60 days after  
11 the Public Health Emergency, as extended, terminates.

12       b. When a tenant applies money or other forms of security  
13 deposited or advanced, or interest or earnings accumulated thereon,  
14 to pay rent pursuant to subsection a. of this section, the following  
15 additional provisions shall apply for the duration of the tenant's  
16 current contract, lease, or license agreement:

17       (1) The landlord may recoup from the tenant any monies the  
18 landlord expended that would have been reimbursable by the money  
19 or other forms of security deposited or advanced by the tenant, or  
20 interest or earnings thereon, at the time that reimbursement from  
21 such money, security, interest, or earnings would have taken place;  
22 and

23       (2) The tenant shall otherwise be without obligation to deposit  
24 or advance further money or forms of security relating to the  
25 current contract, lease, or license agreement; provided, however, if  
26 the tenant and landlord extend or renew their contract, lease, or  
27 license agreement following the effective date of P.L. \_\_\_\_\_, c.  
28 (pending before the Legislature as this bill), then the tenant shall be  
29 obligated to replenish the money or forms of security required  
30 under the contract, lease, or license agreement in full on or before  
31 the last day of the sixth month next following the end of the Public  
32 Health Emergency established by Executive Order No. 103 of 2020,  
33 and any extension thereof, or on the date on which the current  
34 contract, lease, or license agreement is extended or renewed,  
35 whichever is later.

36       c. Use of money or other forms of security deposited or  
37 advanced in accordance with P.L.1967, c.265 (C.46:8-19 et seq.),  
38 including the tenant's portion of the interest, earnings, or both,  
39 accumulated thereon, for the purposes set forth in subsection a. of  
40 this section shall not be considered a violation of P.L.1967, c.265  
41 (C.46:8-19 et seq.).

42       d. A landlord or tenant who fails to comply with the provisions  
43 of subsections a. or b. of this section shall be subject to the  
44 penalties set forth in section 7 of P.L.1967, c.265 (C.46:8-25).<sup>1</sup>

45  
46       <sup>1</sup>[7.] 8.<sup>1</sup> Section 1 of P.L.2020, c.1 (C.2A:18-59.3) is amended  
47 to read as follows:

1           1. a. Notwithstanding any other law to the contrary, whenever  
2 a Public Health Emergency, pursuant to the "Emergency Health  
3 Powers Act," P.L.2005, c.222 (C.26:13-1 et seq.) <sup>1</sup>【, or a State of  
4 Emergency, pursuant to P.L.1942, c.251 (C.App.A.9-33 et seq.), or  
5 both,】<sup>1</sup> has been declared by the Governor and is in effect, the  
6 Governor may issue an executive order to declare that a lessee,  
7 tenant, homeowner or any other person shall not be removed from a  
8 residential property as the result of an eviction or foreclosure  
9 proceeding. This executive order shall remain in effect for no  
10 longer than two months following the end of the Public Health  
11 Emergency <sup>1</sup>【or State of Emergency】<sup>1</sup>. An executive order issued  
12 pursuant to this subsection may be adjusted by a subsequent  
13 executive order.

14           b. Eviction and foreclosure proceedings may be initiated or  
15 continued during the time of an executive order issued pursuant to  
16 this section 【, but enforcement】 , unless provided pursuant to a  
17 subsequently-enacted statute, or in an executive order issued  
18 pursuant to subsection a. of this section, that eviction actions may  
19 not be initiated or continued for nonpayment or habitually late  
20 payment of rent, or for another reason, during a period of time  
21 overlapping that of the initial executive order. Enforcement of all  
22 judgments for possession, warrants of removal, and writs of  
23 possession shall be stayed during this period if the Governor has  
24 issued an executive order prohibiting certain removals from  
25 residential property pursuant to subsection a. of this section, unless  
26 the court determines on its own motion or motion of the parties that  
27 enforcement is necessary in the interest of justice.

28           c. Sheriffs, court officers, and their agents shall refrain from  
29 acting to remove individuals from residential properties through the  
30 eviction or foreclosure processes during the time of an executive  
31 order issued by the Governor prohibiting certain removals from  
32 residential property pursuant to subsection a. of this section, unless  
33 the court determines on its own motion or motion of the parties that  
34 removal is necessary in the interest of justice.

35           d. As used in this section, "residential property" means any  
36 property rented or owned for residential purposes, including, but  
37 not limited to, any house, building, mobile home or land in a mobile  
38 home park, or tenement leased for residential purposes, but shall not  
39 include any hotel, motel, or other guest house, or part thereof,  
40 rented to a transient guest or seasonal tenant, or a residential health  
41 care facility.

42  
43           <sup>1</sup>9. a. Recognizing that housing developments for low- and  
44 moderate-income individuals are likely to be financially impacted  
45 by the COVID-19 pandemic, there is hereby established within the  
46 New Jersey Housing and Mortgage Finance Agency a "COVID-19  
47 Impact Fund."

48           b. Proceeds of the fund may be used:

1       (1) to maintain mortgage payments and related fees and escrows  
2 owed to the New Jersey Housing and Mortgage Finance Agency for  
3 properties which are approved for mortgage forbearance or  
4 otherwise materially impacted by the impact of COVID-19; and

5       (2) in cases where the value of the Low-Income Housing Tax  
6 Credit has been reduced due to the impact of the public health crisis  
7 caused by the COVID-19 pandemic, to close the financing gap  
8 caused by the pricing drop and ensure that the production of  
9 affordable housing can continue.

10       c. The Executive Director of the New Jersey Housing and  
11 Mortgage Finance Agency shall be permitted to petition the  
12 Commissioner of Community Affairs to transfer funds from the  
13 “New Jersey Affordable Housing Trust Fund,” established pursuant  
14 to section 20 of P.L.1985, c.222 (C.52:27D-320), to the “COVID-19  
15 Impact Fund.” Any petition shall demonstrate the agency’s need  
16 for the funding. If the petition is approved, the executive director  
17 and the commissioner shall enter into a memorandum of  
18 understanding governing the amount of the transfer, the date of the  
19 transfer, and any additional conditions of the funds being  
20 transferred to the “COVID-19 Impact Fund.”<sup>1</sup>

21  
22       <sup>1</sup>[8.]10.<sup>1</sup> (New section) a. The powers granted and duties  
23 imposed by this act shall be construed to be independent and  
24 severable. If any provision of this act or the application thereof to  
25 any person or circumstance is held invalid, the invalidity shall not  
26 affect other provisions or applications of the sections which can be  
27 given effect without the invalid provision or application, and to this  
28 end the provisions of this act are severable. All laws and parts of  
29 law in conflict with any of the provisions of this act are hereby  
30 construed to be inferior to this act, to the extent so in conflict.

31       b. It shall be an unlawful discrimination in violation of the  
32 “New Jersey Law Against Discrimination,” P.L.1945, c.169  
33 (C.10:5-1 et seq.) for a creditor or landlord to discriminate in  
34 application of the provisions of this act because of an impacted  
35 homeowners’ or tenant’s race, creed, color, national origin,  
36 ancestry, marital status, civil union status, domestic partnership  
37 status, pregnancy or breastfeeding, sex, gender identity or  
38 expression, affectional or sexual orientation, familial status,  
39 disability, liability for service in the Armed Forces of the United  
40 States, nationality, or source of lawful income used for rental or  
41 mortgage payments.

42  
43       <sup>1</sup>[9.]11.<sup>1</sup> This act shall take effect immediately and shall apply  
44 retroactively to rent and mortgage payments missed subsequent to  
45 March 9, 2020.