SENATE, No. 3386

STATE OF NEW JERSEY
219th LEGISLATURE

INTRODUCED JANUARY 28, 2021

Sponsored by:
Senator BRIAN P. STACK
District 33 (Hudson)

SYNOPSIS
Prohibits non-emergency evictions Statewide during the COVID-19 covered period.

CURRENT VERSION OF TEXT
As introduced.
AN ACT prohibiting non-emergency evictions Statewide during the COVID-19 covered period.

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

1. The Legislature finds and declares that:
   a. The mortal threat posed by the COVID-19 pandemic compelled the Governor and Legislature to take drastic but necessary action. Executive Order No. 103 of 2020 slowed the New Jersey economy in order to hinder the rapid spread of the virus and to limit as much as possible the number of infections, severe illnesses, and deaths. At the same time, the Governor and Legislature enacted P.L.2020, c.1 (C.2A:18-59.3) and implemented a moratorium on evictions, in order to ensure that households would be able to shelter in place and eliminate the threat posed by displacement, overcrowding, and the resultant spread of the virus.
   b. The foregoing measures and associated economic conditions generated by Executive Order No. 103 of 2020 deeply affected the economic well-being of millions of NJ residents, especially tenants, who have substantially lower-incomes and far less wealth than homeowners. This is especially so for lower-income people of color, who continue to be victimized by systemic and structural racism that has left them severely disadvantaged and vulnerable.
   c. As a result, a large and growing number of tenants have become unemployed or underemployed, or experienced other conditions which have severely constricted their incomes and left an increasing number of tenant households unable to pay all or part of their rent.
   d. As of September 2020, the unemployment rate of New Jersey was nearly 11 percent, and could remain at that high level for the foreseeable future. Hundreds of thousands of tenants will be unable to pay all or even part of the rental arrearages caused by the pandemic and the necessary measures taken to combat it, neither of which are their fault.
   e. Hundreds of thousands of struggling tenants will be at risk of eviction for non-payment of all or part of their rent when the eviction moratorium is lifted. The resulting magnitude of displacements and overcrowding will create conditions, which place them, their families, and communities, and ultimately the society at large at risk of a resurgence of COVID-19 and a severe spike in the number of infections, illnesses and deaths.
   f. In Executive Order No. 103 of 2020, the Governor expressly stated that protection of individual and public health were the primary reasons compelling the imposition of the economic shutdown and eviction moratorium. The recent national eviction moratorium mandated by the Centers for Disease Control and Prevention is grounded in these overwhelming public health
concerns. Those concerns continue to remain paramount, and compel the conclusion that eviction on a massive scale due to rental arrearages must be avoided as a potentially catastrophic threat to individual and public health.

g. Efforts need to be made to help landlords who have suffered deep economic losses, as well as the hundreds of thousands of tenants who would need immediate assistance in paying their rents going forward until the economy rebounds. However, a wave of evictions and overcrowding must be avoided to prevent a resurgence of COVID-19 infections and deaths, a resurgence, which will threaten the economic recovery and related conditions necessary to generate the income needed to compensate for rental losses and ensure that rental payments can be made going forward.

2. a. As used in this section:

“Covered Period” means the period during which a public health emergency exists as declared by the Governor in Executive Order No. 103 of 2020, as extended, and one year following the conclusion of this period.

“Non-Emergency Eviction” means any eviction action against a residential tenant which would have been permitted under State law, prior to the enactment of this act, but does not include eviction actions against a residential tenant who has physically endangered other tenants or the landlord. Self-quarantining due to a COVID-19 infection or exposure is not an endangering act.

b. Notwithstanding any other law to the contrary, evictions shall be prohibited for nonpayment or habitual late payment by a residential tenant of any and all rent arrearages which accrued during the covered period and that remain due and owing on the date that the covered period ends. Payments made by a tenant after the covered period shall be credited first to the current month’s rental obligation, and any balance shall be credited to any arrearage owed by the tenant.

c. A landlord shall remain entitled to pursue a money judgment against a residential tenant for any and all unpaid rent by filing an action in Superior Court. All judgments for possession and warrants for removal for nonpayment or habitual late payment during the covered period, including those entered pursuant to stipulation or consent order, shall be null, void and unenforceable, and the corresponding actions shall be expunged from the court records. No court shall accept any other nonpayment or late payment eviction filings during the covered period related to residential evictions.

d. Notwithstanding any other provision of law to the contrary, non-emergency evictions shall be prohibited during the covered period. All judgments for possession and warrants for removal entered in non-emergency eviction actions during the covered period, including those entered pursuant to stipulation or consent
order, shall be null, void, and unenforceable, and the corresponding actions shall be expunged from the court records. No court shall accept any other non-emergency eviction filings during the covered period.

e. A landlord shall not impose any late fees or any other fees, including attorney’s fees, for rent payments not made during the covered period.

f. A landlord shall not increase the rent on a residential rental unit during the covered period.

3. This act does not prohibit a landlord from filing civil money suits to collect the back rent owed. A tenant in such an action shall retain the right to assert any and all counterclaims, set-offs, legal defenses, affirmative defenses, and equitable defenses that would otherwise be available to them.

4. This act shall take effective immediately.

STATEMENT

This bill prohibits evictions Statewide for non-payment of rent during the COVID-19 covered period.

This bill defines covered period to mean the period during which a public health emergency exists as declared by the Governor in Executive Order No. 103 of 2020, as extended, and one year following the conclusion of this period. Additionally, this bill defines non-emergency eviction to any eviction action against a residential tenant which would have been permitted under State law prior to the enactment of this bill, but does not include eviction actions against a residential tenant who has physically endangered other tenants or the landlord. Self-quarantining due to a COVID-19 infection or exposure is not an endangering act.

Under this bill, evictions would be prohibited for nonpayment or habitual late payment by a residential tenant of any and all rent arrearages which remain due and owing on the date that the covered period ends. Additionally, payments made by a tenant after the covered period shall be credited first to the current month’s rental obligation, and any balance shall be credited to any arrearage owed by the tenant.

This bill provides that a landlord would remain entitled to pursue a money judgment for any and all unpaid rent by filing an action in Superior Court. All judgments for possession and warrants for removal for nonpayment or habitual late payment during the covered period, including those entered pursuant to stipulation or consent order, would be null, void, and unenforceable, and the corresponding actions shall be expunged from the court records.
Additionally, no court would accept any other nonpayment or late payment eviction filings during the covered period.

Under the bill, non-emergency eviction would be prohibited during the covered period. All judgments for possession and warrants for removal entered in non-emergency eviction actions during the covered period, including those entered pursuant to stipulation or consent order, would be null, void, and unenforceable, and the corresponding actions would be expunged from the court records. Furthermore, no court would accept any other non-emergency eviction filings during the covered period.

Additionally, landlords would be prohibited from imposing any late fees or any other fees, including attorney’s fees, for rent payments not made during the covered period and prohibited from increasing the rent on a residential rental unit during the covered period.

This bill does not prohibit a landlord from filing civil money suits to collect the back rent owed. The tenant in such actions would retain the right to assert any and all counterclaims, set-offs, legal defenses, affirmative defenses, and equitable defenses that would otherwise be available to them.