



New Jersey Department of Community Affairs Division of Codes and Standards Landlord-Tenant Information Service



Jon S. Corzine
Governor

Charles A. Richman
Acting Commissioner

LEASE TERMINATION DUE TO DISABLING ILLNESS, ACCIDENT OR DEATH LAW

N.J.S.A. 46:8-9.1 through N.J.S.A. 46:8-9.3

Printed February 2008

46:8-9.1 Termination on death

Any lease for a term of one or more years of a property that has been leased and used by the lessee solely for the purpose of providing a dwelling place for himself, or for himself and his family, may be terminated prior to the expiration date thereof, in the event of the death of such lessee or in the event of the death of such lessee or his spouse, as the case may be, upon notice duly given by such lessee or by the executor or administrator of his estate or by the surviving spouse in the event that such lease was executed jointly by husband and wife. Such termination shall take effect on the fortieth day following the receipt by the lessor of written notice thereof, and the rent shall be paid up to the time of such termination, whereupon the lease shall cease and come to an end. The property shall be vacated and possession shall be turned over to the lessor at least five working days prior to the fortieth day following receipt by the lessor of written notice. The provisions of this act shall not apply to any lease the terms whereof shall explicitly provide otherwise.

L. 1971, c. 318, s. 1. Amended by L. 1971, c. 445, s. 1, eff. Feb. 15, 1972; L. 1985, c. 317, s. 2, eff. Aug. 28, 1985.

46:8-9.2 Termination of certain residential leases due to disability.

A lease for a term of one or more years of a property that has been leased and used by the lessee solely for the purpose of providing a dwelling place for the lessee, or the lessee and the lessee's family, may be terminated prior to the expiration date thereof if:

a. the lessee or the lessee's spouse, or both, suffer a disabling illness or accident provided that the lessee, the lessee's spouse, or other legal representative provides written notice of termination of the lease to the lessor and appends thereto (1) certification of a treating physician that the lessee or the lessee's spouse is unable to continue to engage in gainful employment; (2) proof of loss of income; and (3) proof that any pension, insurance or other subsidy to which the lessee or the lessee's spouse is entitled is insufficient to supplement the income of the lessee or the lessee's spouse so that the rent on the property in question can be paid and that the income is necessary for payment of the rent; or

b. the lessee or the lessee's spouse, or both, one of whom shall be age 62 years or older, is accepted into an assisted living facility, a nursing home, or a continuing care retirement community provided that the lessee, the lessee's spouse, or other legal representative provides written notice of termination of the lease to the lessor and appends thereto (1) a certification of a treating physician that the lessee or spouse is in need of services provided by the assisted living facility, nursing home, or continuing care retirement community and (2) documentation that the lessee and spouse have been accepted into an assisted living facility, a nursing home, or a continuing care retirement community, or

c. the lessee or the lessee's spouse, or both, one of whom shall be age 62 years or older, is accepted into housing reserved for occupancy by low or moderate income households, as that term is defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), provided that the lessee is not currently residing in low or moderate income housing and that the lessee, the lessee's spouse, or other legal representative provides written notice of termination of the lease to the lessor and appends thereto documentation of a lease or intent to lease from the facility or housing sponsor, or

d. the dwelling place is not handicapped accessible by a lessee or a member of the lessee's household who suffers a disabling illness or accident, provided that written notice of termination of the lease is given to the lessor by the lessee, the lessee's spouse or other legal representative or other adult family member, which shall include: (1) certification from a licensed physician that the lessee or a member of his household is handicapped and that the handicap is likely not to be of a temporary nature, and (2) a statement that the lessor has been asked to make the dwelling unit accessible to the lessee or to a member of the lessee's household at the lessor's expense and was unable or unwilling to do so. For purposes of this section, "handicapped" shall mean any person who would be considered a handicapped person pursuant to the definition in section 1 of P.L.1949, c.280 (C.39:4-204).

Terminations pursuant to this section shall take effect on the fortieth day following the receipt by the lessor of the written notice, and the rent shall be paid up to the time of termination, at which time the lease shall cease and come to an end. The property shall be vacated and possession shall be turned over to the lessor at least five working days prior to the fortieth day following receipt by the lessor of written notice.

L.1985,c.317,s.5; amended 1993, c.208; 2005, c.112.

46:8-9.3. Rules, regulations

The Director of the Division of Housing in the Department of Community Affairs shall, pursuant to the "Administrative Procedure Act," P.L. 1968, c. 410 (C. 52:14B-1 et seq.), promulgate rules and regulations necessary to effectuate the purposes of this act.

L. 1985, c. 317, s. 6, eff. Aug. 28, 1985.