N.J. Stat. § 2A:18-61.1

This section is current through New Jersey 218th Second Annual Session, L. 2019, c. 375 (except c. 363, 366-368), and J.R. 22

LexisNexis® New Jersey Annotated Statutes > Title 2A. Administration of Civil and Criminal Justice (Subts. 1 — 12) > Subtitle 4. Civil Actions (Chs. 15 — 18) > Chapter 18. Superior Court, Law Division, Special Civil Part (Arts. 1 — 12) > Article 9. Proceedings Between Landlord and Tenant (§§ 2A:18-51 — 2A:18-61.67)

§ 2A:18-61.1. Grounds for removal of tenants

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

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

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

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

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

e.

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

(2) In public housing under the control of a public housing authority or redevelopment agency, the person has substantially violated or breached any of the covenants or agreements contained in the lease for the premises pertaining to illegal uses of controlled dangerous substances, or other illegal activities, whether or not a right of reentry is reserved to the landlord in the lease for a violation of such covenant or agreement, provided that such covenant or agreement conforms to federal

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guidelines regarding such lease provisions and was contained in the lease at the beginning of the lease term.

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

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

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

i.The landlord or owner proposes, at the termination of a lease, reasonable changes of substance in the terms and conditions of the lease, including specifically any change in the term thereof, which the tenant, after written notice, refuses to accept; provided that in cases where a tenant has received a notice of termination pursuant to subsection g. of section 3 of P.L.1974, c.49 (*C.2A:18-61.2*), or has a protected tenancy status pursuant to the “Senior Citizens and Disabled Protected Tenancy Act,” P.L.1981, c.226 (*C.2A:18-61.22* et al.), or pursuant to the “Tenant Protection Act of 1992,” *P.L.1991, c.509* (*C.2A:18-61.40* et al.), the landlord or owner shall have the burden of proving that any change in the terms and conditions of the lease, rental or regulations both is reasonable and does not substantially reduce the rights and privileges to which the tenant was entitled prior to the conversion.

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

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

l.

(1) The owner of a building or mobile home park, which is constructed as or being converted to a condominium, cooperative or fee simple ownership, seeks to evict a tenant or sublessee whose initial tenancy began after the master deed, agreement establishing the cooperative or subdivision plat was recorded, because the owner has contracted to sell the unit to a buyer who seeks to

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personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. However, no action shall be brought against a tenant under paragraph (1) of this subsection unless the tenant was given a statement in accordance with section 6 of P.L.1975, c.311 (*C.2A:18-61.9*);

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

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

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

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

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

p.The person has been found, by a preponderance of the evidence, liable in a civil action for removal commenced under this act for an offense under *N.J.S.2C:20-1* et al. involving theft of property located on the leased premises from the landlord, the leased premises or other tenants residing in the leased premises, or *N.J.S.2C:12-1* or *N.J.S.2C:12-3* involving assault or terroristic threats against the landlord, a member of the landlord's family or an employee of the landlord, or under the "Comprehensive Drug Reform Act of 1987," *N.J.S.2C:35-1* et al., involving the use, possession, manufacture, dispensing or distribution of a controlled dangerous substance, controlled dangerous substance analog or drug paraphernalia within the meaning of that act within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located, and has not in connection with his sentence for that offense either (1) successfully

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

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

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

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

History

L. 1974, c. 49, § 2; amended 1975, c. 311, § 1; 1981, c. 8, § 1; 1981, c. 226, § 13; 1989, c. 294, § 1; 1991, c. 91, § 68; 1991, c. 307, § 1; 1991, c. 509, § 19; 1993, c. 342, § 1; 1995, c. 269, § 1; 1996, c. 131, § 1; 1997, c. 228, § 1; 2000, c. 113, § 3, eff. Sept. 8, 2000; 2013, c. 51, § 7, eff. July 1, 2013.

Annotations

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Editor's Note:

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The title to L. *2013, c. 51* designates the act as the "Human Trafficking Prevention, Protection, and Treatment Act."

Effective Dates:

Section 22 of L. *2013, c. 51* provides: "Sections 1 and 2 of this act shall take effect immediately, and the remaining sections shall take effect on the first day of the second month next following the date of enactment, but the Attorney General, Commissioner of Community Affairs, Commissioner of Health, the Director of the Administrative Office of the Courts, and the New Jersey Board of Massage and Bodywork Therapy may take any anticipatory administrative action in advance thereof as shall be necessary for the implementation of this act." Chapter 51, L. 2013, was approved on May 6, 2013.

Amendment Note:

2013 amendment, by Chapter 51, in i., deleted "section 9 of" following "status pursuant to" and substituted "(C.2A:18-61.22 et al.), or" for "(C.2A:18-61.30) or"; inserted the comma following "N.J.S.2C:35-1 et al." in the first sentence of n.; and inserted the paragraph designated r., preceding the last paragraph of the section.

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Even though it is an in rem proceeding, a summary dispossess action is an action on a "debt" within the meaning of the Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692*-*1692o*, *1692a(5)*. *Hodges v. Feinstein, Raiss, Kelin & Booker, LLC, 383 N.J. Super. 596, 893 A.2d 21, 2006 N.J. Super. LEXIS 66 (App.Div. 2006)*, aff'd, *189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Attorney representing a landlord in a summary dispossess action is a "debt collector" subject to the Federal Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692*-*1692o*, *1692a(6)*, if the attorney regularly engages in the practice of filing summary dispossess actions. *Hodges v. Feinstein, Raiss, Kelin & Booker, LLC, 383 N.J. Super. 596, 893 A.2d 21, 2006 N.J. Super. LEXIS 66 (App.Div. 2006)*, aff'd, *189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview

The special notice required by N.J. Stat. Ann. § *2A:18-61.9*, and the jurisdictional impact of such notice, applies, by its terms, to N.J. Stat. Ann. § *2A:18-61.1(1)*, and, by its absence, not to N.J. Stat. Ann. § *2A:18-61.1(2)*, and N.J. Admin. Code tit. 5, § 24-1.9 does not extend the notice requirement to N.J. Stat. Ann. § *2A:18-61.1(l)(2)*; thus the trial court erred in dismissing plaintiff landlord's dispossession action against defendant tenant based on the landlord's failure to comply with the notice provision. *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Civil Procedure: Pleading & Practice: Pleadings: Heightened Pleading Requirements: General Overview

Prior caselaw precedent holding that a landlord is required to provide notices to cease and to quit in summary eviction actions in the language presumed known to the tenant are held out-dated as overly burdensome, impractical, and subject to abuse by tenants who feign illiteracy to avoid eviction. A landlord is not required to provide the notices in any foreign language. *New York East Coast Management v. Gonzalez, 376 N.J. Super. 264, 870 A.2d 314, 2004 N.J. Super. LEXIS 468 (Law Div. 2004)*.

Tenants' motion to dismiss, based upon a failure to receive notice in Spanish of the summary action for possession of a residential unit brought by a landlord, was denied, because the landlord had no legal obligation to provide the tenants with the notices to cease or to quit in any foreign language. *New York East Coast Management v. Gonzalez, 376 N.J. Super. 264, 870 A.2d 314, 2004 N.J. Super. LEXIS 468 (Law Div. 2004)*.

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Civil Procedure: Parties: Capacity of Parties: General Overview

Trial judge erred by trying a summary dispossess action against a tenant in the absence of the tenant's guardian. As the judge knew the tenant did not satisfy the "sound mind" requirement of N.J. Stat. Ann. § 2A:15-1, the judge should have appointed a guardian ad litem for the tenant under N.J. Ct. R. 4:26-2; because the judge did not, the court lacked personal jurisdiction over the tenant. *Village Apartments of Cherry Hill, N.J. v. Novack, 383 N.J. Super. 574, 893 A.2d 8, 2006 N.J. Super. LEXIS 63 (App.Div. 2006)*.

Civil Procedure: Dismissals: Involuntary Dismissals: General Overview

The special notice required by N.J. Stat. Ann. § 2A:18-61.9, and the jurisdictional impact of such notice, applies, by its terms, to N.J. Stat. Ann. § 2A:18-61.1(1), and, by its absence, not to N.J. Stat. Ann. § 2A:18-61.1(2), and N.J. Admin. Code tit. 5, § 24-1.9 does not extend the notice requirement to N.J. Stat. Ann. § 2A:18-61.1(l)(2); thus the trial court erred in dismissing plaintiff landlord's dispossession action against defendant tenant based on the landlord's failure to comply with the notice provision. *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Civil Procedure: Trials: Jury Trials: Right to Jury Trial

Right to trial by jury in summary dispossess cases is still in force as N.J. Stat. Ann. § 2A:18-61.1 *Crocker v. First Hudson Associates, 583 F. Supp. 21, 1983 U.S. Dist. LEXIS 14933 (D.N.J. 1983)*, aff'd, *738 F.2d 421 (3d Cir. N.J. 1984)*, aff'd, *738 F.2d 421, 1984 U.S. App. LEXIS 21335 (3d Cir. N.J. 1984)*.

Where a tenant successfully defended a state court summary dispossess proceeding, and where the tenant then filed a civil rights action against a landlord and attacked New Jersey's statutory procedure for the summary dispossession of tenants, and where the tenant and the State of New Jersey filed summary judgment motions, the court granted summary judgment in favor of the state and against the tenant. *Crocker v. First Hudson Associates, 583 F. Supp. 21, 1983 U.S. Dist. LEXIS 14933 (D.N.J. 1983)*, aff'd, *738 F.2d 421 (3d Cir. N.J. 1984)*, aff'd, *738 F.2d 421, 1984 U.S. App. LEXIS 21335 (3d Cir. N.J. 1984)*.

Civil Procedure: Remedies: Forfeitures: General Overview

Where a resident who had formerly been a record owner of certain property disputed the right of a mortgage company to proceed in an eviction action, pursuant to N.J. Stat. Ann. § 2A:18-61.1, because both parties presented evidence that, if believed, supported their positions as to title of the property, the matter was required to be dismissed so that either party could be allowed to commence or continue an appropriate action that would not be contrary to N.J. Stat. Ann. § 2A:18-52. *Chase Manhattan Mortg. Corp. v. Hunt, 364 N.J. Super. 587, 837 A.2d 451, 2003 N.J. Super. LEXIS 374 (Law Div. 2003)*.

Civil Procedure: Remedies: Writs: General Overview

Tenant's complaint in lieu of prerogative writs was properly dismissed by a trial court with regard to her challenge of her landlord's eviction of her from a building that was converted to an owner-occupied, four-family dwelling that was previously a rent controlled premises as the conversion exempted the building under the language of the local rent leveling ordinance. The ordinance provided the tenant protections that were at least coextensive with the protections of New Jersey's Anti-Eviction Act, N.J. Stat. Ann. §§ 2A:18-61.1 to -61.12, but neither the ordinance nor the Anti-Eviction Act implicitly created vested rights of a pre-conversion tenant beyond its explicit terms and, as to the latter point, the Superior Court of New Jersey disagreed with the contrary holding of *Surace v. Papachristou,*

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244 N.J. Super. 70 (App. Div. 1990) and disapproved of the contrary holding in Chambers v. Nunez, 217 N.J. Super. 202 (Law Div. 1986). Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009).

Civil Procedure: Appeals: Standards of Review: Plain Error: General Overview

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by N.J.S.A. 2A:18-61.2, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to N.J.S.A. 2A:18-61.1(p), and thus the trial court's failure to resolve the notice issue constituted plain error under N.J. Ct. R. 2:10-2; the notice failed to advise the tenant that she was not entitled to a grievance hearing; failed to identify the judicial court in which the eviction process was to occur; and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996).

Constitutional Law: Congressional Duties & Powers: Contracts Clause: General Overview

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § 2A:18-61.1(k), but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § 2A:18-61.2(g), no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § 2A:18-61.11(a), (c), the grace period before eviction could, in effect, be extended from three to eight years. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

In an action by plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of the New Jersey Senior Citizens and Disabled Protected Tenancy Act (Tenancy Act), because § 14 of the Tenancy Act, N.J. Stat. Ann. § 2A:18-61.11(d), simply enlarged the terms of a statutory tenancy already created by the New Jersey Anti-Eviction Act, the property owners failed to satisfy the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, of showing a substantial impairment of a contractual relationship. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

Constitutional Law: Supremacy Clause: General Overview

Preemption by the Department of Housing and Urban Development (HUD) of control of the minimum rents chargeable by a landlord whose apartment complex was financed by a HUD mortgage did not prohibit the state court from a consideration of whether such rent increases were unconscionable, therefore precluding dispossession by reason of nonpayment under N.J. Stat. Ann. § 2A:18-61.1(f); although the percentage of the increase was large, the resulting rent was not so great as to shock the conscience of a reasonable person and was not effected for the purpose of compelling the tenant to vacate. Edgemere at Somerset v. Johnson, 143 N.J. Super. 222, 362 A.2d 1250, 1976 N.J. Super. LEXIS 1143 (Cty. Ct. 1976).

Constitutional Law: Supremacy Clause: Supreme Law of the Land

Where 100 percent of a tenant's rent was paid by a Section 8 housing subsidy, she could not be evicted for failure to pay water and sewage bills, which were defined as "rent" in the lease. Under 42 U.S.C.S. § 1437f(o)(2)(A) and 24 C.F.R. 982.451(b), which preempted New Jersey law, the landlord could not use the terms of her lease to broaden the definition of rent to include utility charges, and then use this broader definition of rent as a basis for

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eviction for non-payment of rent under N.J. Stat. Ann. § 2A:18-61.1(a). Sudersan v. Royal, 386 N.J. Super. 246, 900 A.2d 320, 2005 N.J. Super. LEXIS 405 (App.Div. 2005).

Constitutional Law: Equal Protection: Scope of Protection

Where a tenant successfully defended a state court summary dispossess proceeding, and where the tenant then filed a civil rights action against a landlord and attacked New Jersey's statutory procedure for the summary dispossession of tenants, and where the tenant and the State of New Jersey filed summary judgment motions, the court granted summary judgment in favor of the state and against the tenant. Crocker v. First Hudson Associates, 583 F. Supp. 21, 1983 U.S. Dist. LEXIS 14933 (D.N.J. 1983), aff'd, *738 F.2d 421 (3d Cir. N.J. 1984)*, aff'd, *738 F.2d 421, 1984 U.S. App. LEXIS 21335 (3d Cir. N.J. 1984)*.

Contracts Law: Consideration: Detrimental Reliance

Reviewing court reversed a judgment for possession for a landlord who evicted tenants at the end of their lease term because they did not get rid of their pet; the reviewing court held that the tenants purchase of a pet based on the landlord's approval of the pet was sufficient detriment to bind the landlord to this separate agreement where they had resided in the unit for an 11-year period with the pet dog giving no cause for complaint to the landlord or from neighbors. Royal Associates v. Concannon, 200 N.J. Super. 84, 490 A.2d 357, 1985 N.J. Super. LEXIS 1224 (App.Div. 1985).

Contracts Law: Defenses: Public Policy Violations

Agreement and consent judgment that contravened public policy by including a wavier of some of the tenant conversion protections granted by the N.J. Stat. Ann. § 2A:18-61.1 were void and unenforceable as against public policy where tenant had waived the notice requirements of et seq. N.J. Stat. Ann. § 2A:18-61.2 and the right to automatic renewals pursuant to N.J. Stat. Ann. § 2A:18-61.11(b). Sacks Realty Co. v. Shore, 317 N.J. Super. 258, 721 A.2d 1011, 1998 N.J. Super. LEXIS 520 (App.Div. 1998).

Family Law: Guardians: General Overview

Summary dispossess proceeding against a person declared incompetent or incapacitated may not proceed in the absence of the person's guardian. Village Apartments of Cherry Hill, N.J. v. Novack, 383 N.J. Super. 574, 893 A.2d 8, 2006 N.J. Super. LEXIS 63 (App.Div. 2006).

Governments: Local Governments: Duties & Powers

Denial of housing authority's motion for summary eviction of tenant for committing a drug offense within the leased premises was proper because tenant's son was not a member of the household, therefor federal law did not require the eviction because the son had invaded the premises surreptitiously to conduct drug activities. Housing Auth. v. Thomas, 318 N.J. Super. 191, 723 A.2d 119, 1999 N.J. Super. LEXIS 28 (App.Div. 1999).

Governments: Local Governments: Ordinances & Regulations

Requirement in a municipal rent control ordinance for 60 days notice of a rent increase was not preempted by the provision of the Anti-Eviction Act, N.J. Stat. Ann. §§ 2A:18-61.1 and 2A:18-61.2, requiring only 30 days notice of a rent increase and notice to quit because the Act had an entirely different purpose from that of the ordinance.

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Harrison Associates v. Rent Leveling Bd., 215 N.J. Super. 1, 520 A.2d 1150, 1986 N.J. Super. LEXIS 1561 (App.Div. 1986), certif. denied, *107 N.J. 135, 526 A.2d 200, 1987 N.J. LEXIS 1560 (N.J. 1987)*.

City ordinance imposing a moratorium on condominium conversion was preempted by comprehensive state regulation of condominium conversion and tenant protection under the Anti-Eviction Act. *Plaza Joint Venture v. Atlantic City, 174 N.J. Super. 231, 416 A.2d 71, 1980 N.J. Super. LEXIS 554 (App.Div. 1980)*.

Municipal ordinances that set forth grounds for eviction or dispossession were invalid as having been preempted by N.J. Stat. Ann. § *2A:18-61.1*. *Brunetti v. New Milford, 68 N.J. 576, 350 A.2d 19, 1975 N.J. LEXIS 166 (N.J. 1975)*.

Governments: State & Territorial Governments: Relations With Governments

Municipal ordinances that set forth grounds for eviction or dispossession were invalid as having been preempted by N.J. Stat. Ann. § *2A:18-61.1*. *Brunetti v. New Milford, 68 N.J. 576, 350 A.2d 19, 1975 N.J. LEXIS 166 (N.J. 1975)*.

Public Health & Welfare Law: Housing & Public Buildings: General Overview

Where a housing authority instituted summary dispossess actions against tenants based upon their refusal to accept an addendum to their leases, the addendum was improperly found to be unreasonable because under N.J. Stat. Ann. § *2A:18-61.1(e)(2)*, courts are required to enforce accountability provisions contained in public housing leases to the extent that they comport with federal requirements. *Housing Auth. & Urban Redevelopment Agency v. Spratley, 327 N.J. Super. 246, 743 A.2d 309, 1999 N.J. Super. LEXIS 436 (App.Div. 1999)*.

Public Health & Welfare Law: Housing & Public Buildings: Fair Housing

Denial of housing authority's motion for summary eviction of tenant for committing a drug offense within the leased premises was proper because tenant's son was not a member of the household, therefor federal law did not require the eviction because the son had invaded the premises surreptitiously to conduct drug activities. *Housing Auth. v. Thomas, 318 N.J. Super. 191, 723 A.2d 119, 1999 N.J. Super. LEXIS 28 (App.Div. 1999)*.

Public Health & Welfare Law: Housing & Public Buildings: Low Income Housing

In a summary dispossession action initiated by a landlord of Section 8 housing against a deceased tenant's estate and the surviving daughter of the tenant, who resided in the apartment, the daughter was found to be a functional co-tenant, namely one who could show that she had been continuously in residence; had been a substantial contributor toward satisfaction of the tenancy's financial obligations; and that her contribution had been acknowledged and acquiesced to by her landlord. As a result, the daughter was entitled invoke the protections of New Jersey's Anti-Eviction Act. *Maglies v. Estate of Guy, 193 N.J. 108, 936 A.2d 414, 2007 N.J. LEXIS 1436 (N.J. 2007)*.

Tenant who assaulted two other tenants and was convicted of simple assault, N.J. Stat. Ann. § *2C:12-1(a)(1)*, a disorderly persons offense, and harassment, N.J. Stat. Ann. § *2C:33-4(a)*, a petty disorderly persons offense, was properly evicted from federally subsidized public housing; the term "criminal activity" in 42 U.S.C.S. § *1437d(l)(6)* is sufficiently broad to encompass disorderly persons offenses. *Housing & Redevelopment Authority of Tp. of Franklin v. Miller, 397 N.J. Super. 1, 935 A.2d 1197, 2007 N.J. Super. LEXIS 346 (App.Div. 2007)*.

In federally subsidized public housing, the commission of a disorderly persons offense justifies eviction of the tenant when the tenant's conduct threatens the health or safety of other tenants, or their right to peaceful enjoyment of the

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public housing premises. *Housing & Redevelopment Authority of Tp. of Franklin v. Miller, 397 N.J. Super. 1, 935 A.2d 1197, 2007 N.J. Super. LEXIS 346 (App.Div. 2007)*.

Trial court erred by dismissing a public housing authority's complaint to evict a tenant as the trial court had to consider the criteria set forth in N.J. Stat. Ann. § *2A:18-61.1(e)(2)*, regardless of whether the tenant had knowledge of the alleged illegal drug activity going on in her apartment. On remand, the trial judge was directed to determine whether the tenant substantially breached or violated any covenant or agreement in the lease pertaining to the illegal use of controlled dangerous substances and whether the lease terms conformed to applicable federal guidelines, with the tenant permitted to be heard on any defense she may have to eviction under § *2A:18-61.1(e)(2)*. *Long Branch Housing Authority v. Villano, 396 N.J. Super. 185, 933 A.2d 607, 2007 N.J. Super. LEXIS 320 (App.Div. 2007)*.

Federal law permits a tenant to be evicted from public housing when a member of the household or guest engages in drug-related criminal activity in the leased premises, regardless of whether the tenant knew or should have known of the illegal activity. *Long Branch Housing Authority v. Villano, 396 N.J. Super. 185, 933 A.2d 607, 2007 N.J. Super. LEXIS 320 (App.Div. 2007)*.

Tenant in public housing that is under the control of a public housing agency may be removed from the leased premises, pursuant to N.J. Stat. Ann. § *2A:18-61.1(e)(2)* when the tenant substantially violates a covenant or agreement pertaining to illegal uses of controlled dangerous substances, provided the covenant or agreement conforms to applicable federal guidelines. *Long Branch Housing Authority v. Villano, 396 N.J. Super. 185, 933 A.2d 607, 2007 N.J. Super. LEXIS 320 (App.Div. 2007)*.

That five unauthorized persons vacated a tenant's federally subsidized apartment two days before an eviction trial began was not grounds for dismissing a housing authority's complaint under New Jersey Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* et seq.; any cure had to address and remediate the lengthy period of unauthorized lodging. *Housing and Redevelopment Authority of the Tp. of Franklin v. Mayo, 390 N.J. Super. 425, 915 A.2d 1063, 2007 N.J. Super. LEXIS 16 (App.Div. 2007)*.

Where a tenant receives a Section 8 housing subsidy, the landlord may not use the terms of its lease to broaden the definition of rent to include utility charges, and to then use this broader definition of rent as a basis for eviction under N.J. Stat. Ann. § *2A:18-61.1(a)*. *Sudersan v. Royal, 386 N.J. Super. 246, 900 A.2d 320, 2005 N.J. Super. LEXIS 405 (App.Div. 2005)*.

Where 100 percent of a tenant's rent was paid by a Section 8 housing subsidy, she could not be evicted for failure to pay water and sewage bills, which were defined as "rent" in the lease. Under 42 U.S.C.S. § *1437f(o)(2)(A)* and *24 C.F.R. 982.451(b)*, which preempted New Jersey law, the landlord could not use the terms of her lease to broaden the definition of rent to include utility charges, and then use this broader definition of rent as a basis for eviction for non-payment of rent under N.J. Stat. Ann. § *2A:18-61.1(a)*. *Sudersan v. Royal, 386 N.J. Super. 246, 900 A.2d 320, 2005 N.J. Super. LEXIS 405 (App.Div. 2005)*.

Public housing authority was entitled to maintain summary dispossess actions against tenants who did not sign addendums prohibiting drug use on federally subsidized property because N.J. Stat. Ann. § *2A:18-61.1(i)* permitted the action where tenants refused to accept a reasonable term. *Housing Auth. & Urban Redevelopment Agency v. Spratley, 327 N.J. Super. 246, 743 A.2d 309, 1999 N.J. Super. LEXIS 436 (App.Div. 1999)*.

In a summary dispossession action to terminate defendant's tenancy in public housing because of alleged drug activity on the leased premises pursuant to N.J. Stat. Ann. § *2A:18-61.1(p)*, the eight-day notice given did not comply with 42 U.S.C.S. § *1437d(1)(3)* under case law precedent; courts interpreting § 1437d(1)(3) had held that it required 30 days advance adequate written notice of termination of a lease for any drug-related criminal activity. *Housing Auth. v. Myers, 295 N.J. Super. 544, 685 A.2d 532, 1996 N.J. Super. LEXIS 458 (Law Div. 1996)*.

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Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by N.J.S.A. 2A:18-61.2, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to N.J.S.A. 2A:18-61.1(p), and thus the trial court's failure to resolve the notice issue constituted plain error under N.J. Ct. R. 2:10-2; the notice failed to advise the tenant that she was not entitled to a grievance hearing; failed to identify the judicial court in which the eviction process was to occur; and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by N.J. Stat. Ann. § 2A:18-61.2, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to N.J. Stat. Ann. § 2A:18-61.1(p); the notice failed to advise the tenant that she was not entitled to a grievance hearing, failed to identify the judicial court in which the eviction process was to occur, and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

Plaintiff landlord could bring a summary dispossession action against defendant tenant for nonpayment of rent under N.J. Stat. Ann. § 2A:18-61.1(a) although tenant was a § 8 of the United States Housing Act of 1937, 42 U.S.C.S. § 1437 lessee; landlord had to show good cause for the nonrenewal of the lease and the right of the landlord to terminate its Section 8 program participation had to be balanced against the tenant's right to be protected against arbitrary ouster. *Templeton Arms v. Feins, 220 N.J. Super. 1, 531 A.2d 361, 1987 N.J. Super. LEXIS 1293 (App.Div.)*, certif. denied, *109 N.J. 489, 537 A.2d 1282, 1987 N.J. LEXIS 542 (N.J. 1987)*.

Real Property Law: Common Interest Communities: Condominiums: General Overview

Use of the phrase "any tenants" in N.J. Admin. Code tit. 5, § 24-1.9 does not operate to cause the notice of eviction requirement of N.J. Stat. Ann. § 2A:18-61.9 of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to N.J. Stat. Ann. § 2A:18-61.12, to be applicable to eviction actions under N.J. Stat. Ann. § 2A:18-61.1(l)(2). *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Ownership of three or less condominium or residential units is substantially different from ownership of a larger and more expansive development, and this is the basis of the distinction between N.J. Stat. Ann. § 2A:18-61.1(l)(1) and (2) of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to N.J. Stat. Ann. § 2A:18-61.12, regarding notice of eviction under N.J. Stat. Ann. § 2A:18-61.9. This treatment of lesser and greater owners is consistent with similar treatments under the Truth in Renting Law, N.J. Stat. Ann. § 46:8-44, and the Landlord Registration Act, N.J. Stat. Ann. § 46:8-27. *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

In distinguishing between "the owner of a building" and "the owner of three or less units" in N.J. Stat. Ann. § 2A:18-61.1(l)(1) and (2) of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to N.J. Stat. Ann. § 2A:18-61.12, the Legislature established a different requirement for the latter by mandating less stringent standards for eviction, which were based on the number of units owned or extant in the building. N.J. Stat. Ann. § 2A:18-61.1(l)(2) and (3), which refer to owners of three or less condominium units and owners of buildings with three or less residential units, respectively, are both silent as to the statutory notice requirement of N.J. Stat. Ann. § 2A:18-61.9, in contrast to N.J. Stat. Ann. § 2A:18-61.1(l). *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

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Notice provisions of N.J. Stat. Ann. § 2A:18-61.9 of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to N.J. Stat. Ann. § 2A:18-61.12, do not create a jurisdictional bar to actions prosecuted under N.J. Stat. Ann. § 2A:18-61.1(l)(2). 224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.), certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Agreement and consent judgment that contravened public policy by including a wavier of some of the tenant conversion protections granted by the N.J. Stat. Ann. § 2A:18-61.1 were void and unenforceable as against public policy where tenant had waived the notice requirements of et seq. N.J. Stat. Ann. § 2A:18-61.2 and the right to automatic renewals pursuant to N.J. Stat. Ann. § 2A:18-61.11(b). Sacks Realty Co. v. Shore, 317 N.J. Super. 258, 721 A.2d 1011, 1998 N.J. Super. LEXIS 520 (App.Div. 1998).

Where condominium owners were under a contract of sale to an owner-occupant, the condominium owners of a building being converted to a condominium use and entitled to possession on two months notice under N.J. Stat. Ann. § 2A:18-61.1(l)(1) and N.J. Stat. Ann. § 2A:18-61.2(f). Veltri v. Norwood, 195 N.J. Super. 406, 479 A.2d 931, 1984 N.J. Super. LEXIS 1118 (App.Div. 1984).

In addition to the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § 46:8B-4 and N.J. Stat. Ann. § 46:8B-8, provisions of the New Jersey Condominium Act, and N.J. Stat. Ann. § 45:22A-28, N.J. Stat. Ann. § 45:22A-29, and N.J. Stat. Ann. § 45:22A-30, provisions of the Planned Real Estate Development Full Disclosure Act, governed the conversion of real property to the condominium form of ownership. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § 2A:18-61.1(k), but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and pursuant to N.J. Stat. Ann. § 2A:18-61.2(g), no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § 2A:18-61.11(a), (c), the grace period before eviction could, in effect, be extended from three to eight years. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

In an action by plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of the New Jersey Senior Citizens and Disabled Protected Tenancy Act (Tenancy Act), because § 14 of the Tenancy Act, N.J. Stat. Ann. § 2A:18-61.11(d), simply enlarged the terms of a statutory tenancy already created by the New Jersey Anti-Eviction Act, the property owners failed to satisfy the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, of showing a substantial impairment of a contractual relationship. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

City ordinance imposing a moratorium on condominium conversion was preempted by comprehensive state regulation of condominium conversion and tenant protection under the Anti-Eviction Act. Plaza Joint Venture v. Atlantic City, 174 N.J. Super. 231, 416 A.2d 71, 1980 N.J. Super. LEXIS 554 (App.Div. 1980).

N.J. Stat. Ann. 2A:18-61.1(1), which allows the owner of a building with three or fewer residential units to evict the tenants from the unit the owner intends to occupy, does not apply to the conversion of an apartment building into a condominium. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

Legal rights of a tenant who is already living in an apartment house are controlled, when conversion to condominiums occurs, by the provisions of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § 2A:18-61.1. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

Real Property Law: Common Interest Communities: Condominiums: Formation

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Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party failed to comply with the requirements of the Anti-Eviction Act, *N.J.S.A. 2A:18-61.1* et seq., by failing to provide written notice in the form required by *N.J.S.A. 2A:18-61.9*; by failing to demonstrate that the condominium would be sold to an owner-occupant; and by failing to present evidence that the apartment building was a condominium or evidence of when the master deed was filed. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Real Property Law: Common Interest Communities: Condominiums: Leases

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession under *N.J.S.A. 2A:18-61.1(l)(1)* on only sixty-days' notice because the landlord failed to give the tenant the notice required by *N.J.S.A. 2A:18-61.9* at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction under *N.J.S.A. 2A:18-61.1(l)(1)* and *N.J.S.A. 2A:18-61.2(f)*, and the three-year notice described in *N.J.S.A. 2A:18-61.1(k)* and *N.J.S.A. 2A:18-61.2(g)*, and made applicable to the circumstances of the case by *N.J.A.C. 5:24-1.9(b)*. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party failed to comply with the requirements of the Anti-Eviction Act, *N.J.S.A. 2A:18-61.1* et seq., by failing to provide written notice in the form required by *N.J.S.A. 2A:18-61.9*; by failing to demonstrate that the condominium would be sold to an owner-occupant; and by failing to present evidence that the apartment building was a condominium or evidence of when the master deed was filed. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Real Property Law: Common Interest Communities: Cooperatives: General Overview

Trial court properly dismissed an action brought by a cooperative apartment association seeking summary dispossession of a member-occupant under N.J. Stat. Ann. § *2A:18-61.1* because the proprietary lease did not create a landlord-tenant relationship between the parties and did not confer jurisdiction on the trial court to hear the action. *Plaza Rd. Cooperative, Inc. v. Finn, 201 N.J. Super. 174, 492 A.2d 1072, 1985 N.J. Super. LEXIS 1288 (App.Div. 1985)*.

Real Property Law: Common Interest Communities: Cooperatives: Conversions

Tax increases resulting from the conversion of apartments to a cooperative cannot be passed through to tenants who are protected by the Senior Citizens and Disabled Protection Act, N.J. Stat. Ann. § *2A:18-61.22* et seq., or by N.J. Stat. Ann. § *2A:18-61.1(k)* and N.J. Stat. Ann. § *2A:18-61.2(g)*, in part because N.J. Admin. Code tit. 5, § 24-1.12(c) prohibits any rent increases which reflect increased costs attributable, directly or indirectly, to the conversion which do not add services or amenities not previously provided. *Berkley Arms Apartment Corp. v. Hackensack City, 6 N.J. Tax 260, 1983 N.J. Tax LEXIS 5 (Tax Ct. Dec. 15, 1983)*.

Real Property Law: Estates: General Overview

Where a resident who had formerly been a record owner of certain property disputed the right of a mortgage company to proceed in an eviction action, pursuant to N.J. Stat. Ann. § *2A:18-61.1*, because both parties

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presented evidence that, if believed, supported their positions as to title of the property, the matter was required to be dismissed so that either party could be allowed to commence or continue an appropriate action that would not be contrary to N.J. Stat. Ann. § 2A:18-52. Chase Manhattan Mortg. Corp. v. Hunt, 364 N.J. Super. 587, 837 A.2d 451, 2003 N.J. Super. LEXIS 374 (Law Div. 2003).

Real Property Law: Financing: Mortgages & Other Security Instruments: Foreclosures: General Overview

The Legislature did not intend the Anti-Eviction Act (act), N.J. Stat. Ann. § 2A:18-61.1 et seq., to affect the rights of a mortgagee unless the mortgagee's relationship to the occupant became one of landlord-tenant; a foreclosing mortgagee of a residential apartment building was therefore entitled to evict tenants without complying with the act. Guttenberg Sav. & Loan Assoc. v. Rivera, 85 N.J. 617, 428 A.2d 1289, 1981 N.J. LEXIS 1611 (N.J. 1981).

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

In a case in which the tenants argued that the landlords violated New Jersey's Anti-Eviction Statute by initiating an eviction action before the end of the lease and by failing to provide proper notices to them, that argument was insufficient to show that the landlords breached the lease agreement. If anything, they failed to comply with the procedures contemplated in the statute. N'Jie v. Mei Cheung, 504 Fed. Appx. 108, 2012 U.S. App. LEXIS 23853 (3d Cir. N.J. 2012).

Trial court properly dismissed a landlord's action in lieu of prerogative writs challenging a township's ordinance imposing certain registration obligations and other regulatory requirements on landlords within the township as the ordinance was not preempted by the Hotel and Multiple Dwelling Law, N.J. Stat. Ann. §§ 55:13A-1 to -28, and no invalid purpose was shown by the landlord, thus, the presumption of the ordinance's validity remained. Lake Valley Associates, LLC v. Township Of Pemberton, 411 N.J. Super. 501, 987 A.2d 623, 2010 N.J. Super. LEXIS 15 (App.Div.), certif. denied, *202 N.J. 43, 994 A.2d 1039, 2010 N.J. LEXIS 443 (N.J. 2010)*.

The Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1, must be interpreted with a view toward its legislative purpose: a recognition that tenants are frequently unfairly and arbitrarily ousted without reasonable grounds or suitable notice and are placed at a grave disadvantage because of existing critical housing shortages. Surace v. Pappachristou, 244 N.J. Super. 70, 581 A.2d 875, 1990 N.J. Super. LEXIS 373 (App.Div. 1990), Abrogated by Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009).

Landlords could not take title to building and delete just enough units from the rental market to render the premises exempt from the "good cause" provisions of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1, and then evict tenant. Surace v. Pappachristou, 244 N.J. Super. 70, 581 A.2d 875, 1990 N.J. Super. LEXIS 373 (App.Div. 1990), Abrogated by Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009).

The protections afforded by the Anti-Eviction Statute, N.J. Stat. Ann. § 2A:18-61.1, do not apply to transient or seasonal tenants residing at a hotel, motel or other guest house. 1991 N.J. Super. LEXIS 270.

Trial court properly dismissed tenant's complaint for damages based upon the landlord's alleged violations of the Anti-Eviction Statute, N.J. Stat. Ann. § 2A:18-61.1, because such statute was not applicable to tenant who had a week-to-week tenancy. 1991 N.J. Super. LEXIS 270.

In a summary dispossession action initiated by a landlord of Section 8 housing against a deceased tenant's estate and the surviving daughter of the tenant, who resided in the apartment, the daughter was found to be a functional co-tenant, namely one who could show that she had been continuously in residence; had been a substantial contributor toward satisfaction of the tenancy's financial obligations; and that her contribution had been acknowledged and acquiesced to by her landlord. As a result, the daughter was entitled invoke the protections of

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New Jersey's Anti-Eviction Act. *Maglies v. Estate of Guy, 193 N.J. 108, 936 A.2d 414, 2007 N.J. LEXIS 1436 (N.J. 2007)*.

That five unauthorized persons vacated a tenant's federally subsidized apartment two days before an eviction trial began was not grounds for dismissing a housing authority's complaint under New Jersey Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* et seq.; any cure had to address and remediate the lengthy period of unauthorized lodging. *Housing and Redevelopment Authority of the Tp. of Franklin v. Mayo, 390 N.J. Super. 425, 915 A.2d 1063, 2007 N.J. Super. LEXIS 16 (App.Div. 2007)*.

In a landlord-tenant case, a judgment for possession based on habitual late payment of rent was reversed on appeal where the evidence showed that the tenant had a very limited income, serious health problems, and a son who was developmentally disabled; had lived in the apartment for about 30 years; and had produced evidence that her rent had always been due on the 18th of the month. The appellate court found that the new landlord wrongfully accelerated the rent due date to the first of the month without serving a notice to quit and offering a new tenancy with a new rent-due date and that the trial court, under the circumstances presented, erred by limiting itself to choosing between evicting the tenant and dismissing the case since the rent-due date should have been determined and the tenant should have been permitted to assert a Marini defense to a claim of habitual late payment of rent, provided that the late payments were due to withholding of rent because of habitability problems in the apartment. *279 4th Ave. Management, L.L.C. v. Mollett, 386 N.J. Super. 31, 898 A.2d 1036, 2006 N.J. Super. LEXIS 162 (App.Div.)*, certif. denied, *188 N.J. 354, 907 A.2d 1014, 2006 N.J. LEXIS 1436 (N.J. 2006)*.

Even though it is an in rem proceeding, a summary dispossess action is an action on a "debt" within the meaning of the Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692*-*1692o*, *1692a(5)*. *Hodges v. Feinstein, Raiss, Kelin & Booker, LLC, 383 N.J. Super. 596, 893 A.2d 21, 2006 N.J. Super. LEXIS 66 (App.Div. 2006)*, aff'd, *189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Attorney representing a landlord in a summary dispossess action is a "debt collector" subject to the Federal Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692*-*1692o*, *1692a(6)*, if the attorney regularly engages in the practice of filing summary dispossess actions. *Hodges v. Feinstein, Raiss, Kelin & Booker, LLC, 383 N.J. Super. 596, 893 A.2d 21, 2006 N.J. Super. LEXIS 66 (App.Div. 2006)*, aff'd, *189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Summary dispossess proceeding against a person declared incompetent or incapacitated may not proceed in the absence of the person's guardian. *Village Apartments of Cherry Hill, N.J. v. Novack, 383 N.J. Super. 574, 893 A.2d 8, 2006 N.J. Super. LEXIS 63 (App.Div. 2006)*.

Where a tenant receives a Section 8 housing subsidy, the landlord may not use the terms of its lease to broaden the definition of rent to include utility charges, and to then use this broader definition of rent as a basis for eviction under N.J. Stat. Ann. § *2A:18-61.1(a)*. *Sudersan v. Royal, 386 N.J. Super. 246, 900 A.2d 320, 2005 N.J. Super. LEXIS 405 (App.Div. 2005)*.

Where 100 percent of a tenant's rent was paid by a Section 8 housing subsidy, she could not be evicted for failure to pay water and sewage bills, which were defined as "rent" in the lease. Under 42 U.S.C.S. § *1437f(o)(2)(A)* and *24 C.F.R. 982.451(b)*, which preempted New Jersey law, the landlord could not use the terms of her lease to broaden the definition of rent to include utility charges, and then use this broader definition of rent as a basis for eviction for non-payment of rent under N.J. Stat. Ann. § *2A:18-61.1(a)*. *Sudersan v. Royal, 386 N.J. Super. 246, 900 A.2d 320, 2005 N.J. Super. LEXIS 405 (App.Div. 2005)*.

Landlord's action for summary eviction should not have been dismissed because, although the language of the lease, which was a model lease for federally subsidized housing, did not contain the words "right of re-entry," as required by N.J. Stat. Ann. § *2A:18-61.1*, the lease was sufficient to reserve a right of re-entry as required by the statute in that the language of the lease adequately advised the tenant of the landlord's right of re-entry in practical

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and understandable terms. *Kuzuri Kijiji, Inc. v. Bryan, 371 N.J. Super. 263, 852 A.2d 1136, 2004 N.J. Super. LEXIS 323 (App.Div. 2004)*.

Despite properly serving tenants with a notice to quit, pursuant to N.J. Stat. Ann. § *2A:18-61.2*, and subsequently, a notice to cease, pursuant to N.J. Stat. Ann. § *2A:18-61.1*, a landlord's failure to properly advise the tenants that their continued failure to timely make rent payments would result in their eviction mandated that the tenants were entitled to continuing notice of the status of events. *Ivy Hill Park, Section III, Inc. v. Abutidze, 371 N.J. Super. 103, 852 A.2d 217, 2004 N.J. Super. LEXIS 259 (App.Div. 2004)*.

Municipalities had the authority to require that a landlord pay an "additional fine" for a zoning code violation for an illegal occupancy "up to" an amount equal to six times the monthly rental rate paid by the displaced person, pursuant to N.J. Stat. Ann. § *2A:18-61.1g*; the legislature's use of the phrase "up to" in that statutory section and deletion of it from N.J. Stat. Ann. § *2A:18-61.1h* showed that the legislature meant tenant relocation assistance payments in N.J. Stat. Ann. § *2A:18-61.1h* "equal to" an amount six times the tenant's rent was a non-discretionary sum and not ceiling amount. *Miah v. Ahmed, 179 N.J. 511, 846 A.2d 1244, 2004 N.J. LEXIS 470 (N.J. 2004)*.

Since the purpose of the tenant relocation assistance statute was to help tenants in moving from the city's many apartments that were in violation of the city's zoning ordinances, the court's reading of that statute as directing the landlord to pay six times the tenant's monthly rent to the tenant five days before evicting the tenant rather than the appellate court's reading of the statute's language to require the landlord to pay actual relocation costs not to exceed six times the monthly rent, was more in line with the legislative intent and would be followed. *Miah v. Ahmed, 179 N.J. 511, 846 A.2d 1244, 2004 N.J. LEXIS 470 (N.J. 2004)*.

Landlord's action seeking possession of premises it leased to a tenant was dismissed, where the tenant was not willfully or grossly negligent when one of its clients destroyed the premises, the landlord failed to prove that the tenant knew that the client would destroy the apartment, the client was not named in the lease as the tenant, and the client no longer resided at the premises. *Korman Suites at Willow Shores v. Kelsch Associates, 372 N.J. Super. 161, 855 A.2d 642, 2004 N.J. Super. LEXIS 346 (Law Div. 2004)*.

Word "employment" as used in N.J. Stat. Ann. § *2A:18-61.1(m)* is broad enough to contemplate the services of an independent contractor whose tenancy is incidental to the employment of his or her services; therefore the caretaker and maintenance services required of tenants of a historical foundation fulfilled the legislative intention captured in the words "or in some other capacity". *The Meadows Foundation, Inc. v. Williamson, 368 N.J. Super. 416, 846 A.2d 653, 2004 N.J. Super. LEXIS 162 (App.Div. 2004)*.

Hybrid tenancy, where subtenants were caretakers of historic state-owned property and assigned housekeeping and maintenance duties but also paid rent, was not one intended by the legislature for protection under the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to -61.12; enforcement under the Act would probably not survive constitutional scrutiny because of the absence of sufficient public necessity to warrant interference with a landlord's common law rights, and because it would have the effect of compelling donation of the use of public property to private parties without sufficient offset consideration. *The Meadows Foundation, Inc. v. Williamson, 368 N.J. Super. 416, 846 A.2d 653, 2004 N.J. Super. LEXIS 162 (App.Div. 2004)*.

That landlords are permitted to request rent increases during the three-year notice period when converting a rental unit to a condominium pursuant N.J. Stat. Ann. § *2A:18-61.31* does not mean that N.J. Stat. Ann. § *2A:18-61.1(h)* of the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to -61.12, does not permit an increase in rent after notice of eviction. *J.M.J. New Jersey Properties, Inc. v. Khuzam, 365 N.J. Super. 325, 839 A.2d 102, 2004 N.J. Super. LEXIS 14 (App.Div. 2004)*.

To preclude a landlord from receiving a rent increase during the 18-month notification period would not foster the purposes of the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to -61.12. *J.M.J. New Jersey Properties, Inc. v. Khuzam, 365 N.J. Super. 325, 839 A.2d 102, 2004 N.J. Super. LEXIS 14 (App.Div. 2004)*.

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Being in derogation of a landlord's common-law right of ownership, the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to -61.12, must be strictly construed. J.M.J. New Jersey Properties, Inc. v. Khuzam, 365 N.J. Super. 325, 839 A.2d 102, 2004 N.J. Super. LEXIS 14 (App.Div. 2004).

Effect of Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to -61.12, is to create a perpetual tenancy, virtually a life interest, in favor of a tenant of residential premises covered by the Act as to whom there is no statutory cause for eviction under § 2A:18-61.1. J.M.J. New Jersey Properties, Inc. v. Khuzam, 365 N.J. Super. 325, 839 A.2d 102, 2004 N.J. Super. LEXIS 14 (App.Div. 2004).

Landlord was not required to provide a new 18 month notice of his intent to retire his apartment building from residential use under N.J. Stat. Ann. §§ 2A:18-61.1(h), 2A:18-61.2(d), the Anti-Eviction Act, where notice had already been provided; a second notice to increase rent did not effect the original notice as it restated the 18 month limitation. J.M.J. New Jersey Properties, Inc. v. Khuzam, 365 N.J. Super. 325, 839 A.2d 102, 2004 N.J. Super. LEXIS 14 (App.Div. 2004).

Where a resident who had formerly been a record owner of certain property disputed the right of a mortgage company to proceed in an eviction action, pursuant to N.J. Stat. Ann. § 2A:18-61.1, because both parties presented evidence that, if believed, supported their positions as to title of the property, the matter was required to be dismissed so that either party could be allowed to commence or continue an appropriate action that would not be contrary to N.J. Stat. Ann. § 2A:18-52. Chase Manhattan Mortg. Corp. v. Hunt, 364 N.J. Super. 587, 837 A.2d 451, 2003 N.J. Super. LEXIS 374 (Law Div. 2003).

Where, at a summary possession action, a resident proved that she had formerly been a record owner of the property, but also testified that any conveyance after she had become the owner was fraudulent, that she had not attorned to the mortgage company, and would not accept the mortgage company as her landlord, thus disputing the right of the mortgage company to proceed pursuant to N.J. Stat. Ann. § 2A:18-61.1, and a preliminary hearing on the issue of the defense of ownership was proper; since both parties presented evidence that, if believed, supported their positions; a special civil part court held that the matter was required to be dismissed so that either party could be allowed to commence or continue an appropriate action in an appropriate court. Chase Manhattan Mortg. Corp. v. Hunt, 364 N.J. Super. 587, 837 A.2d 451, 2003 N.J. Super. LEXIS 374 (Law Div. 2003).

Grounds for eviction under N.J. Stat. Ann. § 2A:18-61.1(c) were not found to have been met, where a tenant created odorous, noxious air by falling asleep and allowing urine that he had been boiling for an alternative medicine treatment to overflow and melt the plastic handle of the pot in which it was being boiled, because § 2A:18-61.1(c) contemplated eviction for damage to tangible property only. The landlord was not without remedy because the landlord could subject the tenant to eviction for a substantial breach of rules and regulations under N.J. Stat. Ann. § 2A:18-61.1(d), or of the lease under N.J. Stat. Ann. § 2A:18-61.1(e), or for destroying the peace and quiet of the occupants or other tenants living in said house or neighborhood under N.J. Stat. Ann. § 2A:18-61.1(b). Ivy Hill Park Section III v. Smirnova, 362 N.J. Super. 421, 828 A.2d 343, 2003 N.J. Super. LEXIS 268 (Law Div. 2003).

Adverse effect to the human senses was not in the contemplation of the legislature as damage or destruction under N.J. Stat. Ann. § 2A:18-61.1(c) where the legislature contemplated that the damage would be to tangible property only; therefore, a tenant's creation of odorous, noxious air was not destruction, damage or injury to the premises and not grounds for eviction. Ivy Hill Park Section III v. Smirnova, 362 N.J. Super. 421, 828 A.2d 343, 2003 N.J. Super. LEXIS 268 (Law Div. 2003).

Trial court was deprived of jurisdiction to enter judgments of possession against the tenants because of the lack of compliance with the Department of Housing and Urban Development lease termination notice requirements, 24 C.F.R. § 247.4, prior to institution of the summary dispossess complaint by the landlord; although the complaint for summary dispossess was sufficient to confer jurisdiction on the trial court under N.J. Stat. Ann. § 2A:18-61.1, it was insufficient notice under federal law and the terms of the parties' lease. Riverview Towers Assocs. v. Jones, 358 N.J. Super. 85, 817 A.2d 324, 2003 N.J. Super. LEXIS 66 (App.Div. 2003).

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Notice to cease a violation of a lease provision that required the occupants to move their residences within a five-day period did not comply with the spirit of the Anti-Eviction Act; thus, a landlord's eviction complaint was dismissed without prejudice. *Brunswick Street Assocs. v. Gerard, 357 N.J. Super. 598, 816 A.2d 213, 2002 N.J. Super. LEXIS 526 (Law Div. 2002)*.

Even though a lease had been substantially breached by the unauthorized occupancy of two occupants, the landlord's complaint for eviction was dismissed without prejudice, because of the unreasonably short period, five days, between the notice to cease and the notice to quit. *Brunswick Street Assocs. v. Gerard, 357 N.J. Super. 598, 816 A.2d 213, 2002 N.J. Super. LEXIS 526 (Law Div. 2002)*.

Some period is required by N.J. Stat. Ann. § 2A18-61.1(e) to permit a tenant to "cure" the breach alleged in the notice to cease; it is a warning notice. *Brunswick Street Assocs. v. Gerard, 357 N.J. Super. 598, 816 A.2d 213, 2002 N.J. Super. LEXIS 526 (Law Div. 2002)*.

Law permits an eviction if the landlord proves a violation of the lease, as specified in the notice to quit and in violation of N.J. Stat. Ann. § *2A:18-61.1(e)*, to wit, that the person has continued, after written notice to cease, to substantially violate or breach any of the covenants or agreements contained in the lease. *Brunswick Street Assocs. v. Gerard, 357 N.J. Super. 598, 816 A.2d 213, 2002 N.J. Super. LEXIS 526 (Law Div. 2002)*.

Religious organization could evict the tenants from an apartment building in order to construct a continuing care retirement facility; the retirement facility was not for residential use under N.J. Stat. Ann. § *2A:18-61.1(h)*, because the facility provided much more substantial services than those provided in open market residential unit. *Starns v. Am. Baptist Estates of Red Bank, 352 N.J. Super. 327, 800 A.2d 182, 2002 N.J. Super. LEXIS 324 (App.Div. 2002)*.

Use of the phrase "any tenants" in N.J. Admin. Code tit. 5, § 24-1.9 does not operate to cause the notice of eviction requirement of N.J. Stat. Ann. § *2A:18-61.9* of the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to N.J. Stat. Ann. § *2A:18-61.12*, to be applicable to eviction actions under N.J. Stat. Ann. § *2A:18-61.1(l)(2)*. *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Ownership of three or less condominium or residential units is substantially different from ownership of a larger and more expansive development, and this is the basis of the distinction between N.J. Stat. Ann. § *2A:18-61.1(l)(1)* and (2) of the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to N.J. Stat. Ann. § *2A:18-61.12*, regarding notice of eviction under N.J. Stat. Ann. § *2A:18-61.9*. This treatment of lesser and greater owners is consistent with similar treatments under the Truth in Renting Law, N.J. Stat. Ann. § *46:8-44*, and the Landlord Registration Act, N.J. Stat. Ann. § *46:8-27*. *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

In distinguishing between "the owner of a building" and "the owner of three or less units" in N.J. Stat. Ann. § *2A:18-61.1(l)(1)* and (2) of the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to N.J. Stat. Ann. § *2A:18-61.12*, the Legislature established a different requirement for the latter by mandating less stringent standards for eviction, which were based on the number of units owned or extant in the building. N.J. Stat. Ann. § *2A:18-61.1(l)(2)* and (3), which refer to owners of three or less condominium units and owners of buildings with three or less residential units, respectively, are both silent as to the statutory notice requirement of N.J. Stat. Ann. § *2A:18-61.9*, in contrast to N.J. Stat. Ann. § *2A:18-61.1(l)*. *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Notice provisions of N.J. Stat. Ann. § *2A:18-61.9* of the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to N.J. Stat. Ann. § *2A:18-61.12*, do not create a jurisdictional bar to actions prosecuted under N.J. Stat. Ann. § *2A:18-61.1(l)(2)*. *224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.)*, certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

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Owner-occupier exception in the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 applied in the landlord's action seeking possession of an apartment from the tenants because the owner of the building, which was not more than two rental units, maintained and personally occupied one unit on a part-time basis in good faith. McQueen v. Brown, 342 N.J. Super. 120, 775 A.2d 748, 2001 N.J. Super. LEXIS 297 (App.Div. 2001), aff'd, 175 N.J. 200, 814 A.2d 1042, 2002 N.J. LEXIS 1305 (N.J. 2002).

Under the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1(1), when an owner of a building of not more than two rental units maintains and personally occupies his or her own unit on a part-time basis in good faith, the unit qualifies as an owner-occupied premises under the exception to the good cause requirement in the Anti-Eviction Act; there is no exact numerical formula for making that determination, but if it can be demonstrated that an owner of such a small building does not reside on the premises at all, but maintains his or her unit only to preserve his or her eviction rights under the exemption, in that circumstance the unit will not qualify for the owner-occupied exemption. McQueen v. Brown, 342 N.J. Super. 120, 775 A.2d 748, 2001 N.J. Super. LEXIS 297 (App.Div. 2001), aff'd, 175 N.J. 200, 814 A.2d 1042, 2002 N.J. LEXIS 1305 (N.J. 2002).

In a summary dispossess action against a holdover tenant, the holdover tenant could be properly evicted because upon the termination of the protected tenancy of her deceased senior parents, the landlord was permitted to remove the tenant under N.J. Stat. Ann. § 2A:18-61.1(k). WG Assocs. v. Estate of Roman, 332 N.J. Super. 555, 753 A.2d 1236, 2000 N.J. Super. LEXIS 299 (App.Div. 2000).

Holding in Chase Manhattan Bank v. Josephson, 135 N.J. 209, 638 A.2d 1301 (1994), that the Anti-Eviction Act, N.J. Stat. Ann. §§ 2A:18-61.1 to 2A:18-61.12, protects tenants from eviction regardless of whether the tenancy was established before or after execution of the mortgage, applies only to residential tenancies that are subject to the Anti-Eviction Act and leaves undisturbed the basic principle that a lessee whose leasehold interest predates the mortgage must be joined in the foreclosure proceeding. Davin, L.L.C. v. Daham, 329 N.J. Super. 54, 746 A.2d 1034, 2000 N.J. Super. LEXIS 92 (App.Div. 2000).

Public housing authority was entitled to maintain summary dispossess actions against tenants who did not sign addendums prohibiting drug use on federally subsidized property because N.J. Stat. Ann. § 2A:18-61.1(i) permitted the action where tenants refused to accept a reasonable term. Housing Auth. & Urban Redevelopment Agency v. Spratley, 327 N.J. Super. 246, 743 A.2d 309, 1999 N.J. Super. LEXIS 436 (App.Div. 1999).

Because occupants remain in the premises solely at the discretion of occupant's father and lack an enforceable lease, they are not entitled to the protections of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1. Malone v. Herdelin, 334 N.J. Super. 238, 758 A.2d 158, 1999 N.J. Super. LEXIS 469 (Ch.Div. 1999), aff'd, 334 N.J. Super. 236, 758 A.2d 157, 2000 N.J. Super. LEXIS 339 (App.Div. 2000).

Where a tenant's lease contained a no-pet provision but she had maintained a cat for eleven years and a dog for two years, the landlord's attempt to repossess tenant's unit because of her cat was an unreasonable application of the lease provision pursuant to N.J. Stat. Ann. § 2A:18-61.1(d); when the tenant promptly removed the dog after the landlord sought repossession on those grounds, repossession was also unreasonable and the tenant was entitled to relief from judgment pursuant to N.J. Ct. R. 4:50-1 Jersey City Mgmt. v. Garcia, 321 N.J. Super. 543, 729 A.2d 521, 1999 N.J. Super. LEXIS 192 (App.Div. 1999).

Landlord violated the implied covenant of good faith and fair dealing when it refused to accept a federal rental assistance voucher from a 65-year-old widow living on Social Security benefits and instituted an eviction action for failure to pay rent under N.J. Stat. Ann. § 2A:18-61.1(a) of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 et seq.; the landlord was prohibited from refusing to accept the voucher from the widow who was an existing tenant. Franklin Tower One, L.L.C. v. N.M., 157 N.J. 602, 725 A.2d 1104, 1999 N.J. LEXIS 181 (N.J. 1999).

Denial of housing authority's motion for summary eviction of tenant for committing a drug offense within the leased premises was proper because tenant's son was not a member of the household, therefor federal law did not require

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the eviction because the son had invaded the premises surreptitiously to conduct drug activities. *Housing Auth. v. Thomas, 318 N.J. Super. 191, 723 A.2d 119, 1999 N.J. Super. LEXIS 28 (App.Div. 1999)*.

Where a tenant appeared pro se at an eviction proceeding and the court entered a consent judgment, the judgment for possession was unenforceable and equity would not permit removal where defendant had not given the required knowing and informed consent to enter into the judgment. *Community Realty Mgmt. v. Harris, 155 N.J. 212, 714 A.2d 282, 1998 N.J. LEXIS 617 (N.J. 1998)*.

N.J. Stat. Ann. § *2A:18-61.1(a)* of the Anti-Eviction Act provides that a residential tenant may be removed only for good cause, such as where the tenant fails to pay rent due and owing under the lease whether the lease be oral or written. The Act reflects the public policy that landlord rights must, in the interest of general welfare, defer to the needs of the tenant population. *Franklin Tower One, L.L.C. v. N.M., 304 N.J. Super. 586, 701 A.2d 739, 1997 N.J. Super. LEXIS 416 (App.Div. 1997)*, aff'd, *157 N.J. 602, 725 A.2d 1104, 1999 N.J. LEXIS 181 (N.J. 1999)*.

Aim of the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to -61.12, is to safeguard residential tenants who were generally complying with their obligations as tenants by limiting their removal from covered premises to those situations in which reasonable grounds existed for removal and suitable notice was given. *Franklin Tower One, L.L.C. v. N.M., 304 N.J. Super. 586, 701 A.2d 739, 1997 N.J. Super. LEXIS 416 (App.Div. 1997)*, aff'd, *157 N.J. 602, 725 A.2d 1104, 1999 N.J. LEXIS 181 (N.J. 1999)*.

Trial court properly granted judgment in favor of the housing authority in its action to evict the tenant under the anti-eviction act, N.J. Stat. Ann. § *2A:18-61.1*, after the tenant was convicted of drug possession under N.J. Stat. Ann. § *2C:35-1* et seq., on the housing authority's property; the act allowed eviction as a remedial measure available to landlords to protect their property. *Taylor v. Cisneros, 102 F.3d 1334, 1996 U.S. App. LEXIS 31317 (3d Cir. N.J. 1996)*.

In determining the unconscionability of a rent increase under N.J. Stat. Ann. § *2A:18-61.1(f)*, the trial court may consider the amount of the proposed rent increase; the landlord's expenses and profitability; how the existing and proposed rents compare to rents charged at similar rental properties in the area; the relative bargaining position of the parties; and, based on the judge's general knowledge, whether the rent increase would shock the conscience of a reasonable person. *Fromet Props. v. Buel, 294 N.J. Super. 601, 684 A.2d 83, 1996 N.J. Super. LEXIS 403 (App.Div. 1996)*.

Landlords should be prepared to prove that an intended rent increase is not unconscionable under N.J. Stat. Ann. § *2A:18-61.1* on the return day of a summary disposition proceeding. *Fromet Props. v. Buel, 294 N.J. Super. 601, 684 A.2d 83, 1996 N.J. Super. LEXIS 403 (App.Div. 1996)*.

N.J. Stat. Ann. § *2A:18-61.1* places the burden of establishing one of the possible grounds for eviction upon the landlord. *Fromet Props. v. Buel, 294 N.J. Super. 601, 684 A.2d 83, 1996 N.J. Super. LEXIS 403 (App.Div. 1996)*.

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by *N.J.S.A. 2A:18-61.2*, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to *N.J.S.A. 2A:18-61.1(p)*, and thus the trial court's failure to resolve the notice issue constituted plain error under *N.J. Ct. R. 2:10-2*; the notice failed to advise the tenant that she was not entitled to a grievance hearing; failed to identify the judicial court in which the eviction process was to occur; and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by N.J. Stat. Ann. § *2A:18-61.2*, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to N.J. Stat. Ann. § *2A:18-61.1(p)*; the

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notice failed to advise the tenant that she was not entitled to a grievance hearing, failed to identify the judicial court in which the eviction process was to occur, and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

Plaintiff occupant enjoyed permanent status as a tenant of a hotel under the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* because the hotel room was plaintiff's permanent home or domicile and she demonstrated an intent to remain there. *McNeill v. Estate of Lachmann, 285 N.J. Super. 212, 666 A.2d 996, 1995 N.J. Super. LEXIS 534 (App.Div. 1995)*.

Judgment of possession granted in landlord's favor in a dispossess action was proper because tenant had to sign a lease with landlord containing a termination upon death clause or be dispossessed, but tenant's signing was without prejudice to a determination at the time of tenant's death of the legal effect, if any, of that clause. *Riverview Realty v. Williamson, 284 N.J. Super. 566, 665 A.2d 1150, 1995 N.J. Super. LEXIS 509 (App.Div. 1995)*.

Pursuant to the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1*, all a landlord needed to do to evict was serve a notice to cease, wait a reasonable period of time for tenant to cure, and then serve a termination notice one month prior to filing the complaint; however, the regulations adopted by the New Jersey Housing and Mortgage Finance Agency required substantially more and plaintiff's allegation that the agency created notice requirements more stringent than those enacted by the legislature in the Anti-Eviction Act, which was impermissible was incorrect. *N.C. Hous. Assocs. v. Hightower-Cooper, 281 N.J. Super. 317, 657 A.2d 478, 1995 N.J. Super. LEXIS 161 (Law Div. 1995)*.

Where the father of a mortgagor fraudulently executed a lease to premises that had been foreclosed by the mortgagee, the mortgagor was not entitled to the protection of the Anti-Eviction Act, N.J. Stat. Ann. §§ *2A:18-61.1* to *2A:18-61.12* because mortgagor did not establish the validity of the lease on which he relied. *Security Pac. Nat'l Bank v. Masterson, 283 N.J. Super. 462, 662 A.2d 588, 1994 N.J. Super. LEXIS 626 (Ch.Div. 1994)*.

N.J. Stat. Ann. § *2A:18-61.1f*, the Anti-Eviction Law, defined "good cause" for eviction to include the person who failed to pay rent after a valid notice to quit and notice of increase of said rent, provided the increase in rent was not unconscionable and complied with any and all other laws or municipal ordinances governing rent increases. *Harrison v. Zelko, 272 N.J. Super. 219, 639 A.2d 735, 1994 N.J. Super. LEXIS 105 (App.Div. 1994)*.

Trial court improperly granted summary judgment in favor of a landlord that sought to eject a tenant from her apartment under N.J. Stat. Ann. § *2A:35-1*, § *2A:18-61.1*, and § *2A:18-61.4* because there were sufficient questions of fact regarding the legality of the option payments; because of the inclusion of 60-day termination language; and because of the circumstances surrounding the signing of the agreement to defeat the landlord's motion for summary judgment. *316 49 St. Assocs. Ltd. Partnership v. Galvez, 269 N.J. Super. 481, 635 A.2d 1013, 1994 N.J. Super. LEXIS 10 (App.Div.)*, certif. denied, *137 N.J. 164, 644 A.2d 612, 1994 N.J. LEXIS 565 (N.J. 1994)*.

Under N.J. Stat. Ann. § *2A:18-61.1(c)*, a tenant could be evicted for willfully or by reason of gross negligence causing or allowing destruction, damage, or injury to the premises, where such conduct was not curable in that the landlord did not need to warn the tenant to cease, and the conduct did not have to continue after a warning was given. Drilling holes in plaintiff's floor was plainly causing damage to the premises, it held, and although stealing electricity was not a statutory ground for eviction, it weighed heavily against any argument that the damage was insubstantial or trivial. *Muros v. Morales, 268 N.J. Super. 590, 634 A.2d 146, 1993 N.J. Super. LEXIS 858 (App.Div. 1993)*.

Landlord could not evict a tenant under the Anti-Eviction Act (Act), N.J. Stat. Ann. §§ *2A:18-61.1* to *2A:18-61.12*, where the landlord failed to show that the tenant violated a material term of the lease, violated federal, state or local law or that good cause for termination of the lease existed; the fact that the public housing authority failed to pay its portion of the rent did not give the landlord good cause to evict the tenant under the Act without showing violative

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conduct by the tenant. *Soliman v. Cepeda, 269 N.J. Super. 151, 634 A.2d 1057, 1993 N.J. Super. LEXIS 860 (Law Div. 1993)*.

Plaintiff landlord could not recover money damages relating to the decontrolled rental value of the apartment from defendant executor, who lived with his deceased mother in the apartment, although the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1*, did not authorize defendant to occupy decedent's leasehold for his own benefit because defendant could retain the leasehold for a reasonable amount of time to wind up the estate. *Center Ave. Realty, Inc. v. Smith, 264 N.J. Super. 344, 624 A.2d 996, 1993 N.J. Super. LEXIS 177 (App.Div. 1993)*.

Landlord improperly instituted an eviction action against tenant who committed theft but did not cause any physical damage to landlord's property; N.J. Stat. Ann. § *2A:18-61.1(c)* required actual damage to landlord's property for there to be a cause of action for eviction. *Les Gertrude Assocs. v. Walko, 262 N.J. Super. 544, 621 A.2d 522, 1993 N.J. Super. LEXIS 83 (App.Div. 1993)*.

Motion to dismiss eviction complaint was granted, because tenant had pleaded guilty to conspiracy to distribute controlled dangerous substance, and conspiracy was not considered an offense under Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1(n)* that allowed for eviction. *Housing Auth. of Wildwood v. Williams, 263 N.J. Super. 561, 623 A.2d 318, 1993 N.J. Super. LEXIS 129 (Law Div. 1993)*.

N.J. Stat. Ann. 2A:18-61.1(m) did not apply to situation in which a tenancy preexisted the employment of tenants as part-time superintendents; thus tenants continued to be protected by provisions of local rent control ordinance following the termination of their employment by the landlord. *Kearny Court Assocs. v. Spence, 262 N.J. Super. 241, 620 A.2d 1056, 1993 N.J. Super. LEXIS 57 (App.Div. 1993)*.

Plaintiff was a transient guest, not a tenant under the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* because plaintiff did not achieve tenant status by merely staying weekly at the hotel for an indefinite period of time at a reduced rate, therefore he could be locked out of the hotel room for failure to pay rent. *Francis v. Trinidad Motel, 261 N.J. Super. 252, 618 A.2d 873, 1993 N.J. Super. LEXIS 3 (App.Div.)*, certif. denied, *133 N.J. 437, 627 A.2d 1143, 1993 N.J. LEXIS 284 (N.J. 1993)*.

Action for summary dispossession granted in the landlord's favor was improper because the record did not support the figure computed by the landlord, and without the same the complaint should have been dismissed; further when the landlord gave the tenant a new lease for the premises, he waived his claim for summary dispossession. *Montgomery Gateway E. I v. Herrera, 261 N.J. Super. 235, 618 A.2d 865, 1992 N.J. Super. LEXIS 452 (App.Div. 1992)*.

Distinction between N.J. Stat. Ann. § *2A:18-61.1(n)* and N.J. Stat. Ann. § *2A:18-61.1(p)* is that subsection n requires determination of the criminal allegations, whereas subsection p may be pursued absent such determination. *Housing Auth. of Newark v. Smith, 264 N.J. Super. 200, 624 A.2d 95, 1992 N.J. Super. LEXIS 494 (Law Div. 1992)*.

In a summary dispossession action, the trial court determined that the renter failed to pay, as additional rent, damages sustained to the property; however, the court held that collection of rent under a lease violated the local rent control ordinance and therefore, the trial court lacked jurisdiction to enter a judgment of possession. *Ivy Hill Park Apartments v. Sidisin, 258 N.J. Super. 19, 609 A.2d 54, 1992 N.J. Super. LEXIS 254 (App.Div.)*, certif. denied, *130 N.J. 397, 614 A.2d 620, 1992 N.J. LEXIS 1042 (N.J. 1992)*.

Where tenants were removed pursuant to N.J. Stat. Ann. § *2A:18-61.1h* on the basis that the property was going to be retired permanently from residential use, summary judgment in favor of landlord was not proper, because landlord failed to give tenants written 90-day notice as required by N.J. Stat. Ann. § *2A:18-61.1e* of the intent to return the premises to residential use, even if the property was going to sold for residential use and not returned to tenancy use. *Weise v. Dover General Hosp. & Medical Center, 257 N.J. Super. 499, 608 A.2d 960, 1992 N.J. Super. LEXIS 265 (App.Div. 1992)*.

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In a summary eviction action of tenants brought by landlord and based upon a notice to quit served three years prior to the lease termination date, the complaint was properly dismissed because it was formally deficient in that it was based upon N.J. Stat. Ann. § 2A:18-61.1(k) being applicable to pre-conversion tenants. Bayside Condominiums v. Mahoney, 254 N.J. Super. 323, 603 A.2d 528, 1992 N.J. Super. LEXIS 69 (App.Div. 1992).

Action by plaintiff landlord for possession of an apartment that was rented to defendant, landlord's terminated employee, was dismissed because the Summary Dispossess Statute, N.J. Stat. Ann. § 2A:18-61.1(m), was inapplicable as the apartment was not provided as consideration for employment. Village Assoc. v. Perez, 253 N.J. Super. 507, 602 A.2d 304, 1991 N.J. Super. LEXIS 458 (Law Div. 1991).

Notice to cease and notice to quit delivered to a Hispanic tenant who was illiterate in English and who was being evicted for having a pet in his apartment were legally insufficient and void because they were not in the Spanish language and were therefore not suitable notice as required by N.J. Stat. Ann. § 2A:18-61.1. 5000 Park Assoc. v. Collado, 253 N.J. Super. 653, 602 A.2d 803, 1991 N.J. Super. LEXIS 464 (Law Div. 1991).

Dismissal of landlord's dispossess actions against tenants was proper because mandatory notices to governmental agencies filed 19 months late did not meet the strict standard of compliance prescribed by N.J. Stat. Ann. § 2A:18-61.2(d), and landlord was strictly required to comply with all statutory eviction procedures. Sacks Realty Co. v. Batch, 248 N.J. Super. 424, 591 A.2d 660, 1991 N.J. Super. LEXIS 167 (App.Div. 1991).

In view of the stated purpose of the anti-eviction act, N.J. Stat. Ann. 2A:18-61.1, it cannot be said the legislature intended that a tenant could be evicted because of an increase in the size of the family; technically, the rule limiting the number of occupants has been violated, but a family cannot be limited to any particular size, house rules cannot restrict a family from having children. This is not a substantial violation; even though a rule or regulation limits the occupancy of a residential unit, tenants are not bound to that limitation when the family unit is increased by natural means. Diaz v. Perez-Tamayo, 251 N.J. Super. 513, 598 A.2d 947, 1991 N.J. Super. LEXIS 346 (Law Div. 1991).

Landlord could not evict tenants, who violated the terms of a written lease by permitting persons not named in the lease to occupy the apartment, because by the time the landlord had filed the action to dispossess the residential tenants, only the named tenants remained in the apartment; therefore, under N.J. Stat. Ann. § 2A:18-61.1, the alleged violation of the lease had been abated and the landlord lost its authority to evict the tenants. Jijon v. Custodio, 251 N.J. Super. 370, 598 A.2d 251, 1991 N.J. Super. LEXIS 348 (Law Div. 1991), overruled in part, Housing and Redevelopment Authority of the Tp. of Franklin v. Mayo, 390 N.J. Super. 425, 915 A.2d 1063, 2007 N.J. Super. LEXIS 16 (App.Div. 2007).

When a landlord sought to evict a residential tenant for the purpose of expanding his business into the residential unit, he failed to demonstrate good cause for eviction pursuant to N.J. Stat. Ann. § 2A:18-61.1(1)(3); expansion of the business did not constitute an attempt to "personally occupy" the unit pursuant to the statute. Aquino Colonial Funeral Home v. Pittari, 245 N.J. Super. 585, 586 A.2d 331, 1991 N.J. Super. LEXIS 39 (App.Div. 1991).

Even though a tenant no longer physically lived in her rented condominium, she was still considered tenant and was protected under the anti-eviction statute, N.J. Stat. Ann. § 2A:18-61.1. 56 Glenwood Corp. v. Plotkin, 248 N.J. Super. 50, 589 A.2d 1380, 1990 N.J. Super. LEXIS 499 (Law Div. 1990).

Trial court erred in granting the landlord possession of the apartment complex in which the tenant lived because at the time the dispossess action was filed the tenant did not owe the landlord any rent; the tenant was protected by the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1, and the tenant could be removed only for good cause and the landlord was required to exhaust his administrative remedies. Chau v. Cardillo, 250 N.J. Super. 378, 594 A.2d 1334, 1990 N.J. Super. LEXIS 509 (App.Div. 1990).

In a landlord's action for possession under N.J. Stat. Ann. § 2A:18-61.1 for the purpose of converting an apartment building into a condominium complex, the tenants' one-year stay of eviction on a warrant of removal was continued because the landlord failed to grant the tenants a proper hardship relocation compensation or give them adequate

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notice of waiver of rent as required by both N.J. Stat. Ann. § 2A:18-61.11(c) and N.J. Admin. Code tit. 5, § 24-1.7(c). Daskel Investors, Inc. v. Rosenbloom, 244 N.J. Super. 393, 582 A.2d 854, 1990 N.J. Super. LEXIS 397 (Law Div. 1990).

N.J. Stat. Ann. § 2A:18-61.1(l)(3) provides to an owner or prospective owner good cause to evict if an owner chooses to move into one of three residential units. Dempsey v. Mastropasqua, 242 N.J. Super. 234, 576 A.2d 335, 1990 N.J. Super. LEXIS 248 (App.Div. 1990), certif. denied, *126 N.J. 330, 598 A.2d 889, 1991 N.J. LEXIS 475 (N.J. 1991)*.

Owner-occupier exemption under N.J. Stat. Ann. § 2A:18-61.1 is not preempted by a "pre-conversion" tenant. Dempsey v. Mastropasqua, 242 N.J. Super. 234, 576 A.2d 335, 1990 N.J. Super. LEXIS 248 (App.Div. 1990), certif. denied, *126 N.J. 330, 598 A.2d 889, 1991 N.J. LEXIS 475 (N.J. 1991)*.

Plain language of N.J. Stat. Ann. § 2A:18-61.1 does not limit the exemption to buildings with two residential units; rather the words "two rental units" refer to two units capable of being rented or actually rented and thus such language identifies the use to which the two units are put and not the number of units in the structure. Dempsey v. Mastropasqua, 242 N.J. Super. 234, 576 A.2d 335, 1990 N.J. Super. LEXIS 248 (App.Div. 1990), certif. denied, *126 N.J. 330, 598 A.2d 889, 1991 N.J. LEXIS 475 (N.J. 1991)*.

Language of N.J. Stat. Ann. § 2A:18-61 does not suggest, in any way, that an owner must have a certain percentage of ownership before that person qualifies for the owner-occupier exemption; rather the word "owner" conveys a meaning of nothing more than the emoluments of title and such emoluments may rest in more than one person. Dempsey v. Mastropasqua, 242 N.J. Super. 234, 576 A.2d 335, 1990 N.J. Super. LEXIS 248 (App.Div. 1990), certif. denied, *126 N.J. 330, 598 A.2d 889, 1991 N.J. LEXIS 475 (N.J. 1991)*.

Owner that held a 3.5 percent ownership interest in the owner-occupied premises with not more than two rental units was not disqualified from the exemption under N.J. Stat. Ann. § 2A:18-61.1; when a bona fide percentage of ownership existed, the person possessing it qualified for owner-occupier status, and an owner-occupier did not have to hold a certain percentage of ownership, as the statutory language did not qualify the word "owner." Dempsey v. Mastropasqua, 242 N.J. Super. 234, 576 A.2d 335, 1990 N.J. Super. LEXIS 248 (App.Div. 1990), certif. denied, *126 N.J. 330, 598 A.2d 889, 1991 N.J. LEXIS 475 (N.J. 1991)*.

Where a landlord lived in one of his buildings in which two units besides the one he resided in were tenant occupied, the reviewing court held that N.J. Stat. Ann. § 2A:18-61.1, the Anti-Eviction Statute, did not apply given this was one situation exempted from application of the statute. Sheehan v. Rocco, 243 N.J. Super. 673, 581 A.2d 134, 1990 N.J. Super. LEXIS 375 (Law Div. 1990).

Landlord who had sought eviction of a tenant who did not sign a renewal lease after many years, likely because of a change in parking, was required under N.J. Stat. Ann. § 2A:18-61.1 to show good cause for eviction; given the landlord had not met the burden of showing good cause, the lower court judgment of possession was reversed. Village Bridge Apartments v. Mammucari, 239 N.J. Super. 235, 570 A.2d 1301, 1990 N.J. Super. LEXIS 76 (App.Div. 1990).

Court dismissed plaintiff's eviction proceeding and held that it lacked jurisdiction to consider plaintiff's claims because plaintiff's notice to quit did not include a termination date based on the anniversary of defendants' tenancy and did not name the landlord as required by N.J. Stat. Ann. § 2A:18-61.1(k). Market Dundee Corp. v. Jaramillo, 244 N.J. Super. 385, 582 A.2d 850, 1990 N.J. Super. LEXIS 416 (Law Div. 1990), overruled, 809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992).

The court dismissed the landlords' eviction against the tenant because the landlords were not exempt from the good-cause-for-eviction statute, N.J. Stat. Ann. § 2A:18-61.1, as the words "owner-occupied" contained in the statute required residential occupancy, and the landlords did not live in the dental office. Pappas v. Huezo, 237 N.J. Super. 492, 568 A.2d 145, 1989 N.J. Super. LEXIS 441 (Law Div. 1989).

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Under N.J. Stat. Ann. 2A:18-61.1, late rent payment did not furnish good cause for eviction. 447 Associates v. Miranda, 115 N.J. 522, 559 A.2d 1362, 1989 N.J. LEXIS 79 (N.J. 1989).

Where plaintiff sub-lessor had entered into a purchase agreement with the building owner that granted him the option to purchase a condominium unit within the building, and the sub-lessor in turn rented the condominium unit to defendant subtenant, after the owner of the building notified the sub-lessor that he needed to occupy the condominium so the purchase agreement was not violated and the subtenant did not pay the full rent due, it was found that the sub-lessor was the "owner," of the condominium unit rented to the subtenant, and as such the sub-lessor had the power to invoke the provisions of N.J. Stat. Ann. § 2A:18-61.1 for eviction; to have granted the subtenant the protection of § 2A:18-61.1 would have been meaningless if the sub-tenant's lessor, sub-lessor, did not have the authority to act under the statute and to be bound by the restrictions of that law. Marino v. Mendez, 243 N.J. Super. 342, 579 A.2d 373, 1989 N.J. Super. LEXIS 526 (Law Div. 1989).

One who purchases a two-family property for the express purpose of immediately residing therein renders the premises "owner-occupied" as used in N.J. Stat. Ann. § 2A:18-61.1 et seq. Surace v. Pappachristou, 236 N.J. Super. 81, 564 A.2d 134, 1989 N.J. Super. LEXIS 350 (Law Div. 1989), aff'd, 244 N.J. Super. 70, 581 A.2d 875, 1990 N.J. Super. LEXIS 373 (App.Div. 1990), overruled, Dempsey v. Mastropasqua, 242 N.J. Super. 234, 576 A.2d 335, 1990 N.J. Super. LEXIS 248 (App.Div. 1990).

Landlord, an owner of a duplex, was not subject to the Good Cause for Eviction Act (Act), on the ground that the building was owner-occupied for purposes of the Act because the landlord was constantly present and working in her beauty salon; the landlord's notice of eviction to the tenant was adequate under N.J. Stat. Ann. § 2A:18-53(a), and no cause was required for the tenant's eviction. Lewis v. Traynham, 234 N.J. Super. 121, 560 A.2d 120, 1989 N.J. Super. LEXIS 248 (Law Div. 1989), disapproved, Aquino Colonial Funeral Home v. Pittari, 245 N.J. Super. 585, 586 A.2d 331, 1991 N.J. Super. LEXIS 39 (App.Div. 1991).

In plaintiff landlord's eviction action against defendant tenant, occupation by plaintiff of a portion of premises for solely commercial purposes rendered the premises "owner-occupied," and thus, not subject to the Good Cause for Eviction Act, N.J. Stat. Ann. 2A:18-61.1. Lewis v. Traynham, 234 N.J. Super. 121, 560 A.2d 120, 1989 N.J. Super. LEXIS 248 (Law Div. 1989), disapproved, Aquino Colonial Funeral Home v. Pittari, 245 N.J. Super. 585, 586 A.2d 331, 1991 N.J. Super. LEXIS 39 (App.Div. 1991).

Under N.J. Stat. Ann. § 2A:18-61.1(j), a landlord was required to give his tenants clear and reasonable written notice to cease late rental payments and failure by the landlord to inform in his letters that the tenants would be evicted if they continued to late payments, resulted in dismissal of the landlord's dispossess action. A.P. Dev. Corp. v. Band, 113 N.J. 485, 550 A.2d 1220, 1988 N.J. LEXIS 118 (N.J. 1988).

One month notice of proposed lease changes under N.J. Stat. Ann. § 2A:18-61.1 was insufficient to evict a tenant who rejected the changes, and the landlord was then required to give another full month's notice under N.J. Stat. Ann. § 2A:18-61.2(e). terminating the month-to-month tenancy before bringing action. Lowenstein v. Murray, 229 N.J. Super. 616, 552 A.2d 245, 1988 N.J. Super. LEXIS 471 (Law Div. 1988).

If a landlord had a right to possession pursuant to any of the grounds stated in N.J. Stat. Ann. § 2A:18-61.1, then a summary eviction process was proper; the protection of a tenant's rights was never intended to have been a denial of a landlord's rights as defined by the legislature. Spruce Park Apartments v. Beckett, 230 N.J. Super. 311, 553 A.2d 395, 1988 N.J. Super. LEXIS 478 (Law Div. 1988).

N.J. Stat. Ann. § 2A:18-61.1 provides not only that "good cause" can exist where an owner seeks to personally occupy a residential unit but also that the "good cause" requirements are not applicable with respect to owner-occupied premises with not more than two rental units. Durruthy v. Brunert, 228 N.J. Super. 199, 549 A.2d 456, 1988 N.J. Super. LEXIS 372 (App.Div. 1988), certif. denied, *114 N.J. 482, 555 A.2d 607, 1989 N.J. LEXIS 830 (N.J. 1989)*.

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Plaintiff landlord who demanded that defendant tenants sign a renewal lease containing a new occupancy limit which forced defendants or some members of defendant's household to relocate, exposed plaintiff to relocation assistance comparable to what defendants would have received under N.J. Stat. Ann. § 2A:18-61.1(g)(3). M.C. Associates v. Shah, 226 N.J. Super. 173, 543 A.2d 1006, 1988 N.J. Super. LEXIS 247 (App.Div. 1988).

Exceptions to protections for tenants as provided in N.J. Stat. Ann. § 2A:18-61.1 was limited to owner-occupied premises with not more than two rental units, meaning all units contained on the premises of the landlord, whether they be "above, below, in-front of or behind, or alongside." Estate of Rossi v. Federer, 227 N.J. Super. 518, 547 A.2d 1174, 1988 N.J. Super. LEXIS 345 (Law Div. 1988).

Landlord could not evict tenant on the basis that tenant had provided written notice informing landlord that tenant would vacate the premises before the lease period expired because the tenants failure to adhere to the notice to terminate the tenancy was not one of the designated statutory grounds for removal under the Anti-Eviction Act. Chapman Mobile Homes, Inc. v. Huston, 226 N.J. Super. 405, 544 A.2d 442, 1988 N.J. Super. LEXIS 268 (Law Div. 1988).

Trial court's order granting possession in favor of landlord in eviction action, based upon the tenants' violation of the landlords rules and regulations, was reversed; the landlord failed to serve the required notice to cease upon tenants to provide them with the opportunity to conform to landlord's rules and regulations under N.J. Stat. Ann. § 2A:18-61.1(d) before initiating the action for eviction. RWB Newton Associates v. Gunn, 224 N.J. Super. 704, 541 A.2d 280, 1988 N.J. Super. LEXIS 161 (App.Div. 1988).

Where defendant tenant lived in a building with two residential rental units and one commercial rental unit, and plaintiff owners moved into the other residential rental unit, the "owner-occupied premises" exception contained in N.J. Stat. Ann. § 2A:18-61.1 was applicable in the owners action to remove defendant for failure to pay rent because if the legislature had intended to limit the "owner-occupied premises" exception to two and three family buildings with only residential rental units and no commercial rental units it would have said so, and because the owners could evict the tenant from such a unit without cause, or keep the tenant and raise the rent with impunity. Couey v. Sterling, 224 N.J. Super. 581, 540 A.2d 1359, 1988 N.J. Super. LEXIS 142 (Law Div. 1988).

Landlords were entitled to a judgment of possession and warrant for the removal of the tenant where one of the landlords intended to occupy the tenant's unit, in that the term "owner" within the meaning of N.J. Stat. Ann. § 2A:18-61.1 l of the Anti-Eviction Act included a joint tenant with a 25 percent ownership interest. Cima v. Elliott, 224 N.J. Super. 436, 540 A.2d 918, 1988 N.J. Super. LEXIS 123 (Law Div. 1988).

Plaintiff waived the right to the benefits of the three year notice because although he had the right to summary eviction upon the conversion of the unit pursuant to N.J. Stat. Ann. § 2A:18-61.1, he waived that right by accepting the benefits of collecting rent from defendant for two years after the summary right to possession accrued. Fairken Associates v. Hutchin, 223 N.J. Super. 274, 538 A.2d 465, 1987 N.J. Super. LEXIS 1449 (Law Div. 1987).

Defendant tenant, a schizophrenic, who caused damage to plaintiff landlord's apartment during a psychotic episode, was liable for willfully causing that damage, under N.J. Stat. Ann. § 2A:18-61.1(c), where defendant failed to take prescribed medications, and plaintiff was therefore permitted to evict defendant. Stuyvesant Associates v. Doe, 221 N.J. Super. 340, 534 A.2d 448, 1987 N.J. Super. LEXIS 1398 (Law Div. 1987).

N.J. Stat. Ann. § 2A:18-61.1 did not permit a landlord to remove a tenant without cause where the landlord owned a building with three residential units and one commercial unit; because the legislature did not express an intention that buildings containing commercial rental units in addition to residential units were includable within the statute, they were necessarily excluded. Cabrera v. Mordan, 220 N.J. Super. 373, 532 A.2d 272, 1987 N.J. Super. LEXIS 1318 (Law Div. 1987), overruled, Durruthy v. Brunert, 228 N.J. Super. 199, 549 A.2d 456, 1988 N.J. Super. LEXIS 372 (App.Div. 1988).

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Where a landlord converted two units of a four unit building into one unit and subsequently brought summary dispossession proceedings against a tenant, the action was dismissed because under N.J. Stat. Ann. § 2A:18-61.1, which was in effect at the time when there were four units in the building instead of three, prohibited removal proceedings unless the landlord had cause; the court determined that the landlord could not circumvent the protection afforded to tenants of premises with four or more units by converting to three units. *Chambers v. Nunez, 217 N.J. Super. 202, 524 A.2d 1359, 1986 N.J. Super. LEXIS 1592 (Law Div. 1986)*, overruled, *Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009)*.

Under N.J. Stat. Ann. § 2A:18-61.1, a landlord cannot evict a tenant from a four-unit residential building for his own use. *Manning v. Hancher, 217 N.J. Super. 199, 524 A.2d 1357, 1986 N.J. Super. LEXIS 1560 (Law Div. 1986)*.

Landlord who occupied two units in a four-unit residential building could not summarily evict a tenant under N.J. Stat. Ann. § 2A:18-53 in order to occupy the tenant's unit himself; the fact that the landlord occupied two of the four units did not make them any the less a rental unit, and the landlord was required to comply with N.J. Stat. Ann. § 2A:18-61.1. *Manning v. Hancher, 217 N.J. Super. 199, 524 A.2d 1357, 1986 N.J. Super. LEXIS 1560 (Law Div. 1986)*.

Landlord upon purchasing the building could not evict tenant who was a long time tenant and later became employed as a janitor because the tenant's stay was not conditioned upon his employment and because the tenant offered to pay the entire or full amount of the rent; the landlord's action was dismissed. *Cruz v. Reatique, 212 N.J. Super. 195, 514 A.2d 549, 1986 N.J. Super. LEXIS 1377 (Law Div. 1986)*.

Landlord was not entitled to evict the tenant on grounds that the tenant was disorderly in discussing the new parking policy because the landlord failed to serve written notice to cease before serving the written notice to quit and demand for possession; N.J. Stat. Ann. § 2A:18-61.1(b) clearly required that written notice to cease first be given to the tenant when the grounds for removal was disorderly conduct, and thus, the landlord was not entitled to relief where there was no further disorderly conduct. *Georgia King Associates v. Fraiser, 210 N.J. Super. 146, 509 A.2d 262, 1986 N.J. Super. LEXIS 1262 (App.Div.)*, certif. denied, *105 N.J. 529, 523 A.2d 171, 1986 N.J. LEXIS 1632 (N.J. 1986)*.

Landlord could not invoke N.J. Stat. Ann. § 2A:18-61.1 to evict a tenant for non-payment of rent after the tenant refused to fill out the forms required by the Department of Housing and Urban Development to obtain a subsidy under 42 U.S.C.S. § 1437. *Ivy Hill Park Apartments v. Martin, 207 N.J. Super. 594, 504 A.2d 821, 1985 N.J. Super. LEXIS 1626 (Law Div. 1985)*.

Landlord was not required to produce the testimony of another tenant in order to establish that occupants of an apartment were subject to summary dispossession action under N.J. Stat. Ann. § 2A:18-61.1 where the circumstantial proof of violence, namely the arrests of the occupant's daughters for stabbings and assaults inside the apartment building, was sufficient. *Housing Authority of Newark v. Jones, 204 N.J. Super. 600, 499 A.2d 1020, 1985 N.J. Super. LEXIS 1509 (App.Div. 1985)*.

In plaintiff landlord's action for possession against defendant tenant, defendant's habitual late payment of rent, in order to constitute a ground for removal of defendant under *N.J. Stat. Ann. 2A:18-61.1(j)*, required more than one late payment following a written notice to cease. *534 Hawthorne Ave. Corp. v. Barnes, 204 N.J. Super. 144, 497 A.2d 1265, 1985 N.J. Super. LEXIS 1471 (App.Div. 1985)*.

Reviewing court reversed a judgment for possession for a landlord who evicted tenants at the end of their lease term because they did not get rid of their pet; the reviewing court held that the tenants purchase of a pet based on the landlord's approval of the pet was sufficient detriment to bind the landlord to this separate agreement where they had resided in the unit for an 11-year period with the pet dog giving no cause for complaint to the landlord or from neighbors. *Royal Associates v. Concannon, 200 N.J. Super. 84, 490 A.2d 357, 1985 N.J. Super. LEXIS 1224 (App.Div. 1985)*.

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In addition to the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § 46:8B-4 and N.J. Stat. Ann. § 46:8B-8, provisions of the New Jersey Condominium Act, and N.J. Stat. Ann. § 45:22A-28, N.J. Stat. Ann. § 45:22A-29, and N.J. Stat. Ann. § 45:22A-30, provisions of the Planned Real Estate Development Full Disclosure Act, governed the conversion of real property to the condominium form of ownership. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § 2A:18-61.1(k), but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § 2A:18-61.2(g), no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § 2A:18-61.11(a), (c), the grace period before eviction could, in effect, be extended from three to eight years. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

In an action by plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of the New Jersey Senior Citizens and Disabled Protected Tenancy Act (Tenancy Act), because § 14 of the Tenancy Act, N.J. Stat. Ann. § 2A:18-61.11(d), simply enlarged the terms of a statutory tenancy already created by the New Jersey Anti-Eviction Act, the property owners failed to satisfy the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, of showing a substantial impairment of a contractual relationship. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

The Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 et seq., which applied to leases whose purpose was fundamentally and primarily residential, was not applicable to a hospital's tenancy of apartments for its transient students and residents, which served, to a substantial degree, nonresidential purpose of aiding the staffing of the hospital. Morristown Memorial Hospital v. Wokem Mortg. & Realty Co., 192 N.J. Super. 182, 469 A.2d 515, 1983 N.J. Super. LEXIS 1025 (App.Div. 1983).

Right to trial by jury in summary dispossess cases is still in force as N.J. Stat. Ann. § 2A:18-61.1 Crocker v. First Hudson Associates, 583 F. Supp. 21, 1983 U.S. Dist. LEXIS 14933 (D.N.J. 1983), aff'd, *738 F.2d 421 (3d Cir. N.J. 1984)*, aff'd, *738 F.2d 421, 1984 U.S. App. LEXIS 21335 (3d Cir. N.J. 1984)*.

Where a tenant successfully defended a state court summary dispossess proceeding, and where the tenant then filed a civil rights action against a landlord and attacked New Jersey's statutory procedure for the summary dispossession of tenants, and where the tenant and the State of New Jersey filed summary judgment motions, the court granted summary judgment in favor of the state and against the tenant. Crocker v. First Hudson Associates, 583 F. Supp. 21, 1983 U.S. Dist. LEXIS 14933 (D.N.J. 1983), aff'd, *738 F.2d 421 (3d Cir. N.J. 1984)*, aff'd, *738 F.2d 421, 1984 U.S. App. LEXIS 21335 (3d Cir. N.J. 1984)*.

The landlords could not evict the tenants on two months' notice under the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 et seq., because the total effect of N.J. Stat. Ann. § 2A:18-61.1(k) and (l), and the corresponding notice requirements of N.J. Stat. Ann. § 2A:18-61.2(f) and (g), created a three-year notice protection to pre-conversion tenants. Kabakian v. Kobert, 188 N.J. Super. 517, 457 A.2d 1229, 1983 N.J. Super. LEXIS 794 (App.Div. 1983).

Landlord was permitted to rely on the owner-occupied premises exception and evict tenant without proof of good cause for removal; landlord lived in a single family house and the leasehold was an unattached outbuilding in the rear which the court determined to be on the same "premises." Fresco v. Policastro, 186 N.J. Super. 204, 451 A.2d 1341, 1982 N.J. Super. LEXIS 801 (Cty. Ct. 1982).

Where the tenant committed no acts that would have constituted good cause for removal, the landlord was not entitled to evict the tenant from a cottage situated on the same plot of land as the home in which the landlord resided because the "owner-occupied premises" exception to the Anti-Eviction Act, N. J. Stat. Ann. § 2A:18-61.1, applied only to landlords and tenants who resided under the same roof and did not include separate dwellings on the same tract of land. Reggiori v. Petrone, 184 N.J. Super. 240, 445 A.2d 484, 1981 N.J. Super. LEXIS 856 (Cty.

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Ct. 1981), overruled, Harrison v. Zelko, 272 N.J. Super. 219, 639 A.2d 735, 1994 N.J. Super. LEXIS 105 (App.Div. 1994).

The Legislature did not intend the Anti-Eviction Act (act), N.J. Stat. Ann. § 2A:18-61.1 et seq., to affect the rights of a mortgagee unless the mortgagee's relationship to the occupant became one of landlord-tenant; a foreclosing mortgagee of a residential apartment building was therefore entitled to evict tenants without complying with the act. Guttenberg Sav. & Loan Assoc. v. Rivera, 85 N.J. 617, 428 A.2d 1289, 1981 N.J. LEXIS 1611 (N.J. 1981).

Anti-Eviction Act had not barred tenant's eviction from a 100 acre farm, which contained one barn and two dwelling houses, because the premises were not leased solely for tenant's residential purposes. Harden v. Pritzert, 178 N.J. Super. 237, 428 A.2d 927, 1981 N.J. Super. LEXIS 504 (App.Div. 1981).

Although a migrant farmworker was not a tenant or otherwise included in N.J. Stat. Ann. 2A:18-61.1(m), which pertained to the dispossession of certain residential tenants, a farm labor service could not use self-help but was required to proceed in a judicial action to dispossess a farmworker who remained in possession of his living quarters after termination of his employment. Vasquez v. Glassboro Service Asso., 83 N.J. 86, 415 A.2d 1156, 1980 N.J. LEXIS 1363 (N.J. 1980).

City ordinance imposing a moratorium on condominium conversion was preempted by comprehensive state regulation of condominium conversion and tenant protection under the Anti-Eviction Act. Plaza Joint Venture v. Atlantic City, 174 N.J. Super. 231, 416 A.2d 71, 1980 N.J. Super. LEXIS 554 (App.Div. 1980).

Under N.J. Stat. Ann. § 2A:18-61.1(l)(3), a landlord may evict a tenant if he is the owner of a building of three residential units or less and seeks to personally occupy a unit. Puttrich v. Smith, 170 N.J. Super. 572, 407 A.2d 842, 1979 N.J. Super. LEXIS 945 (App.Div. 1979).

Landlord's summary dispossess action was dismissed, because under N.J. Stat. Ann. § 2A:18-61.1(l)(3), a landlord was not entitled to dispossess a tenant based upon the landlord's desire to occupy the premises for commercial purposes. Gross v. Barriosi, 168 N.J. Super. 149, 401 A.2d 1127, 1979 N.J. Super. LEXIS 1083 (Cty. Ct. 1979).

N.J. Stat. Ann. § 2A:18-61.1(1), which allows the owner of a building with three or fewer residential units to evict the tenants from the unit the owner intends to occupy, does not apply to the conversion of an apartment building into a condominium. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

Legal rights of a tenant who is already living in an apartment house are controlled, when conversion to condominiums occurs, by the provisions of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § 2A:18-61.1. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

N.J. Stat. Ann. 2A:18-61.1(m) allows for removal of a tenant when the tenancy has been conditioned upon the tenant's employment by the landlord. Jewish Center of Sussex County v. Whale, 165 N.J. Super. 84, 397 A.2d 712, 1978 N.J. Super. LEXIS 1242 (Ch.Div. 1978), aff'd, 172 N.J. Super. 165, 411 A.2d 475, 1980 N.J. Super. LEXIS 451 (App.Div. 1980).

The court found that N.J. Stat. Ann. § 2A:18-61.1(f) merely required a finding that the increase in rents charged by the landlord is not "unconscionable" as a prerequisite to summary eviction and that the federal regulations provided that the owners of subsidized insured projects were excused from complying with state and local laws which conditioned the remedy of eviction upon adherence to rent control provisions. Hill Manor Apartments v. Brome, 164 N.J. Super. 295, 395 A.2d 1307, 1978 N.J. Super. LEXIS 1361 (Cty. Ct. 1978).

Where landlord chose to bring an action to dispossess defendant tenants under N.J. Stat. Ann. § 2A:18-61.1(i), he was required to comply with the notice provisions of N.J. Stat. Ann. § 2A:18-61.2, which required a written notice of termination and written demand for delivery of possession of the premises at least one month prior to the institution

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of a dispossess action. Kroll Realty, Inc. v. Fuentes, 163 N.J. Super. 23, 394 A.2d 140, 1978 N.J. Super. LEXIS 1124 (App.Div. 1978).

Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1(c) did not authorize the removal of a residential tenant who held over; the liability of the lessee to pay double rent under N.J. Stat. Ann. § 2A:42-5 when he failed to vacate the premises after serving notice that he would vacate did not constitute rent due and owing under the lease for the purposes of the dispossession statute. Parkway, Inc. v. Curry, 162 N.J. Super. 410, 392 A.2d 1260, 1978 N.J. Super. LEXIS 1354 (Cty. Ct. 1978).

YMCA operated as a hotel and therefore was not required to comply with the statutory eviction procedures under N.J. Stat. Ann. § 2A:18-61.1 et seq. before it summarily ejected a guest who was arrested for drunk and disorderly conduct; forcible detainer statute did not apply to the YMCA Poroznoff v. Alberti, 161 N.J. Super. 414, 391 A.2d 984, 1978 N.J. Super. LEXIS 1349 (Cty. Ct. 1978), aff'd, 168 N.J. Super. 140, 401 A.2d 1124, 1979 N.J. Super. LEXIS 773 (App.Div. 1979).

Because temporary relocation of tenants during renovation of landlord's premises was not an eviction within meaning of Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 et seq., summary judgment that declared plaintiffs must vacate the premises during renovation was granted. Floral Park Tenants Asso. v. Project Holding, Inc., 152 N.J. Super. 582, 378 A.2d 266, 1977 N.J. Super. LEXIS 1076 (Ch.Div. 1977), aff'd, 166 N.J. Super. 354, 399 A.2d 1033, 1979 N.J. Super. LEXIS 676 (App.Div. 1979).

N.J. Stat. Ann. § 2A:18-61.1(m) was added to the summary dispossess statute on February 19, 1976, and states as follows: No lessee or tenant may be removed by the county district court or the superior court from any house, building, or tenement leased for residential purposes, except upon establishment of one of the following grounds as good cause; The landlord or owner conditioned the tenancy upon and in consideration for the tenant's employment by the landlord or owner as superintendent, janitor or in some other capacity and such employment is being terminated. Vasquez v. Glassboro Service Asso., 159 N.J. Super. 310, 387 A.2d 1245, 1976 N.J. Super. LEXIS 1068 (Ch.Div. 1976), aff'd, 159 N.J. Super. 218, 387 A.2d 1198, 1978 N.J. Super. LEXIS 882 (App.Div. 1978).

N.J. Stat. Ann. § 2A:18 was not applicable to migrant workers, who were removed from housing provided by the employer as a consideration for and a condition of their employment, after being terminated, without the process of summary dispossess proceedings. Vasquez v. Glassboro Service Asso., 159 N.J. Super. 310, 387 A.2d 1245, 1976 N.J. Super. LEXIS 1068 (Ch.Div. 1976), aff'd, 159 N.J. Super. 218, 387 A.2d 1198, 1978 N.J. Super. LEXIS 882 (App.Div. 1978).

Preemption by the Department of Housing and Urban Development (HUD) of control of the minimum rents chargeable by a landlord whose apartment complex was financed by a HUD mortgage did not prohibit the state court from a consideration of whether such rent increases were unconscionable, therefore precluding dispossession by reason of nonpayment under N.J. Stat. Ann. § 2A:18-61.1(f); although the percentage of the increase was large, the resulting rent was not so great as to shock the conscience of a reasonable person and was not effected for the purpose of compelling the tenant to vacate. Edgemere at Somerset v. Johnson, 143 N.J. Super. 222, 362 A.2d 1250, 1976 N.J. Super. LEXIS 1143 (Cty. Ct. 1976).

Landlord's right to possession vested when the tenant's possession was to be surrendered, thus N.J. Stat. Ann. § 2A:18-61.1, applied to the action which did not permit eviction to allow landlord occupy the rented premises. Stamboulos v. McKee, 134 N.J. Super. 567, 342 A.2d 529, 1975 N.J. Super. LEXIS 790 (App.Div. 1975).

Fair Eviction Notice Act, N.J. Stat. Ann. § 2A:18-61.1, that prevented a landlord from evicting a tenant from a unit where the landlord desired to live was a valid exercise of police power as it directly related to public health, safety, and welfare; however, § 2A:18-61.1 constituted an unconstitutional taking of property when it barred a landlord's dispossession of a tenant where the landlord sought to occupy the dwelling unit for himself. Sabato v. Sabato, 135 N.J. Super. 158, 342 A.2d 886, 1975 N.J. Super. LEXIS 688 (Law Div. 1975), overruled, Puttrich v. Smith, 170 N.J. Super. 572, 407 A.2d 842, 1979 N.J. Super. LEXIS 945 (App.Div. 1979).

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N.J. Stat. Ann. §§ 2A:18-61.1 and 2A:18-61.2 did not preclude landlord from invoking N.J. Stat. Ann. § 2A:18-53(a); one who had purchased a two-family premises for the express purpose of immediately residing therein rendered the premises owner-occupied under § 2A:18-53(a) and landlord therefore did not have to establish good cause to terminate the tenancy or provide notice specifying in detail such cause. *Bradley v. Rapp, 132 N.J. Super. 429, 334 A.2d 61, 1975 N.J. Super. LEXIS 901 (App.Div.)*, certif. denied, *68 N.J. 149, 343 A.2d 437, 1975 N.J. LEXIS 540 (N.J. 1975)*.

Tenant was properly removed from possession of the premises since the landlord provided effective notice of the quit and increase in rent as required by the former N.J. Rev. Stat. § 2:58-17 and the tenant's holdover with notice of the quit and increased rent created an implied contract. *Hertzberg v. Siegel, 8 N.J. Super. 226, 73 A.2d 840, 1950 N.J. Super. LEXIS 683 (App.Div. 1950)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Forcible Entry & Detainer

Trial court erred by granting a landlord a judgment of possession because he failed to demonstrate that, after receipt of the notice to cease, the tenant habitually paid her rent in an untimely fashion since she had paid her rent timely in nine of the next 11 months prior to the trial. N.J. Stat. Ann. § 2A:18-61.1(j) required a continuing course of conduct and the appellate court disagreed that the tenant's conduct, under the facts and circumstances presented, constituted such activity under the statute. *Matthew G. Carter Apartments v. Richardson, 417 N.J. Super. 60, 8 A.3d 788, 2010 N.J. Super. LEXIS 222 (App.Div. 2010)*.

Violation of a lease covenant or agreement may be the basis for removal of a residential tenant provided that such covenant or agreement is reasonable; however, a lease provision stating that adult persons or children making reoccurring visits or one continuous visit of seven or more days and nights in a 30-day period would be considered a violation of the lease and cause for termination was not a reasonable lease provision because it interfered with the covenant of quiet enjoyment and the ban on reoccurring visits by adult persons or children would disallow such regular visitors as babysitters and visiting care providers for the elderly or disabled and would prohibit a tenant from having the same guest on continuous weekends, entertaining a relative or friend for eight continuous days or exercising a two-week visitation or regular weekend visitation with the tenant's child pursuant to a shared custody or visitation arrangement. *Ashley Court Enterprises v. Whittaker, 249 N.J. Super. 552, 592 A.2d 1228, 1991 N.J. Super. LEXIS 251 (App.Div. 1991)*.

It was improper for the trial judge to terminate the tenant's possession of an apartment based on violation of a lease provision prohibiting guests from reoccurring visits or one continuous visit of seven or more days and nights in a 30-day period where the trial judge made no findings that the tenant's guest was an unauthorized occupant of the apartment in violation of the lease and the reason for termination given in the notices to the tenant, in the landlord's complaint, and at trial was the violation of N.J. Stat. Ann. § 2A:18-53 by allowing unauthorized individuals to reside in the apartment, and not a violation of the lease provision. *Ashley Court Enterprises v. Whittaker, 249 N.J. Super. 552, 592 A.2d 1228, 1991 N.J. Super. LEXIS 251 (App.Div. 1991)*.

Notice to quit advising the tenant that the tenant's lease was terminated which stated "You have violated N.J. Stat. Ann. § 2A:18-53 by allowing unauthorized individuals to reside in your apartment " as the reason for termination was fatally defective because: (1) by the express language of N.J. Stat. Ann. § 2A:18-53, the removal grounds therein cannot be used as the basis for removal of residential tenants pursuant to N.J. Stat. Ann. § 2A:18-61.1; (2) the notice did not list or describe the unauthorized individual residing in defendant's apartment; and (3) even if the claim for removal was based upon violation of a breach of any of the landlord's rules and regulations or a substantial violation of a breach of the lease covenants or agreements, the tenant was entitled to at least a one-month notice to quit the premises and the notice did not specify in detail the cause of termination of the tenancy as required by N.J. Stat. Ann. § 2A:18-61.2. *Ashley Court Enterprises v. Whittaker, 249 N.J. Super. 552, 592 A.2d 1228, 1991 N.J. Super. LEXIS 251 (App.Div. 1991)*.

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Four statutory preconditions must be satisfied before a dispossess action can be filed for a tenant's failure to comply with the landlord's rules and regulations or for violation of the lease covenant and agreement: (1) the tenant must violate the landlord's rules and regulations or lease provisions; (2) the landlord must give the tenant a notice to cease those violations; (3) the tenant must continue to violate the rules and regulation or lease provisions after receiving the notice to cease; and (4) landlord must give the tenant a notice of termination one month before filing suit. *Ashley Court Enterprises v. Whittaker, 249 N.J. Super. 552, 592 A.2d 1228, 1991 N.J. Super. LEXIS 251 (App.Div. 1991)*.

No judgment for possession may be entered unless the landlord demonstrates strict compliance with the Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1*, et seq. *Ashley Court Enterprises v. Whittaker, 249 N.J. Super. 552, 592 A.2d 1228, 1991 N.J. Super. LEXIS 251 (App.Div. 1991)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Until guidance is received from the New Jersey Supreme Court's Special Civil Part Practice Committee and adopted by the supreme court, complaints that initiate summary dispossess proceedings must be verified under *N.J. Ct. R. 1:4-7*; must prominently declare that only the payment of rent, as determined by federal law for Section 8 tenants, or by the lease for other tenants, is required to prevent eviction; and must expressly state the amount of debt owed, the creditor's identity, and that the amount must be paid to the landlord or the clerk before 4:30 p.m. on the day of trial for the case to be dismissed. These requirements apply to all landlords, represented or pro se, and regardless of their counsel's status as a "debt collector" under the Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692* to *1692o*. *Hodges v. Sasil Corp., 189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

As attorneys who regularly filed summary dispossess actions for nonpayment of rent were "debt collectors" under 15 U.S.C.S. § *1692a(6)* of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C.S. §§ *1692* to *1692o*, a trial court erred in dismissing on summary judgment two Section 8 tenants' suit against a law firm for violating the FDCPA. *Hodges v. Sasil Corp., 189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Though damages may not be awarded in a summary dispossess action, it is a powerful debt collection mechanism. Therefore, attorneys who regularly file such actions for nonpayment of rent are "debt collectors" under 15 U.S.C.S. § *1692a(6)* and may be sued for violating the Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692* to *1692o*. *Hodges v. Sasil Corp., 189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession under *N.J.S.A. 2A:18-61.1(l)(1)* on only sixty-days' notice because the landlord failed to give the tenant the notice required by *N.J.S.A. 2A:18-61.9* at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction under *N.J.S.A. 2A:18-61.1(l)(1)* and *N.J.S.A. 2A:18-61.2(f)*, and the three-year notice described in *N.J.S.A. 2A:18-61.1(k)* and *N.J.S.A. 2A:18-61.2(g)*, and made applicable to the circumstances of the case by *N.J.A.C. 5:24-1.9(b)*. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party failed to comply with the requirements of the Anti-Eviction Act, *N.J.S.A. 2A:18-61.1* et seq., by failing to provide written notice in the form required by *N.J.S.A. 2A:18-61.9*; by failing to demonstrate that the condominium would be sold to an owner-occupant; and by failing to present evidence that the apartment building was a condominium or evidence of when the master deed was filed. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

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Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Power to Reenter & Terminate

Plaintiff was within her rights as a landowner to remove defendant from the detached garage that served as a rental apartment because it was a separate building with fewer than three residential units, and plaintiff owner sought to occupy the unit that defendant was renting in that building, therefore, plaintiff could evict defendant under the Anti-Eviction Act, *N.J. Stat. Ann. § 2A:18-61.1(l)(3)*. *Cashin v. Bello, 223 N.J. 328, 123 A.3d 1042, 2015 N.J. LEXIS 964 (N.J. 2015)*.

New Jersey Legislature's use of the word building, in its singular form, is both deliberate and dispositive under the Anti-Eviction Act, *N.J. Stat. Ann. §§ 2A:18-61.1* to *2A:18-61.12*, and the term designates a discreet physical structure, not a number of such structures connected by nothing more than the ownership of the land on which they sit. *Cashin v. Bello, 223 N.J. 328, 123 A.3d 1042, 2015 N.J. LEXIS 964 (N.J. 2015)*.

Tenant who assaulted two other tenants and was convicted of simple assault, N.J. Stat. Ann. § *2C:12-1(a)(1)*, a disorderly persons offense, and harassment, N.J. Stat. Ann. § *2C:33-4(a)*, a petty disorderly persons offense, was properly evicted from federally subsidized public housing; the term “criminal activity” in 42 U.S.C.S. § *1437d(l)(6)* is sufficiently broad to encompass disorderly persons offenses. *Housing & Redevelopment Authority of Tp. of Franklin v. Miller, 397 N.J. Super. 1, 935 A.2d 1197, 2007 N.J. Super. LEXIS 346 (App.Div. 2007)*.

In federally subsidized public housing, the commission of a disorderly persons offense justifies eviction of the tenant when the tenant’s conduct threatens the health or safety of other tenants, or their right to peaceful enjoyment of the public housing premises. *Housing & Redevelopment Authority of Tp. of Franklin v. Miller, 397 N.J. Super. 1, 935 A.2d 1197, 2007 N.J. Super. LEXIS 346 (App.Div. 2007)*.

Trial court erred by dismissing a public housing authority’s complaint to evict a tenant as the trial court had to consider the criteria set forth in N.J. Stat. Ann. § *2A:18-61.1(e)(2)*, regardless of whether the tenant had knowledge of the alleged illegal drug activity going on in her apartment. On remand, the trial judge was directed to determine whether the tenant substantially breached or violated any covenant or agreement in the lease pertaining to the illegal use of controlled dangerous substances and whether the lease terms conformed to applicable federal guidelines, with the tenant permitted to be heard on any defense she may have to eviction under § *2A:18-61.1(e)(2)*. *Long Branch Housing Authority v. Villano, 396 N.J. Super. 185, 933 A.2d 607, 2007 N.J. Super. LEXIS 320 (App.Div. 2007)*.

Federal law permits a tenant to be evicted from public housing when a member of the household or guest engages in drug-related criminal activity in the leased premises, regardless of whether the tenant knew or should have known of the illegal activity. *Long Branch Housing Authority v. Villano, 396 N.J. Super. 185, 933 A.2d 607, 2007 N.J. Super. LEXIS 320 (App.Div. 2007)*.

Tenant in public housing that is under the control of a public housing agency may be removed from the leased premises, pursuant to N.J. Stat. Ann. § *2A:18-61.1(e)(2)* when the tenant substantially violates a covenant or agreement pertaining to illegal uses of controlled dangerous substances, provided the covenant or agreement conforms to applicable federal guidelines. *Long Branch Housing Authority v. Villano, 396 N.J. Super. 185, 933 A.2d 607, 2007 N.J. Super. LEXIS 320 (App.Div. 2007)*.

Surviving family member of a deceased Section 8 housing tenant who lived with the tenant prior to her death was not entitled to succession rights to the decedent’s tenancy under either federal law or the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1* to N.J. Stat. Ann. § *2A:18-61.12*. *Maglies v. Estate of Guy, 386 N.J. Super. 449, 901 A.2d 971, 2006 N.J. Super. LEXIS 196 (App.Div. 2006)*, rev'd, *193 N.J. 108, 936 A.2d 414, 2007 N.J. LEXIS 1436 (N.J. 2007)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Rent Recovery

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Trial court erred by granting a landlord a judgment of possession because he failed to demonstrate that, after receipt of the notice to cease, the tenant habitually paid her rent in an untimely fashion since she had paid her rent timely in nine of the next 11 months prior to the trial. N.J. Stat. Ann. § *2A:18-61.1(j)* required a continuing course of conduct and the appellate court disagreed that the tenant's conduct, under the facts and circumstances presented, constituted such activity under the statute. *Matthew G. Carter Apartments v. Richardson, 417 N.J. Super. 60, 8 A.3d 788, 2010 N.J. Super. LEXIS 222 (App.Div. 2010)*.

In a landlord-tenant case, a judgment for possession based on habitual late payment of rent was reversed on appeal where the evidence showed that the tenant had a very limited income, serious health problems, and a son who was developmentally disabled; had lived in the apartment for about 30 years; and had produced evidence that her rent had always been due on the 18th of the month. The appellate court found that the new landlord wrongfully accelerated the rent due date to the first of the month without serving a notice to quit and offering a new tenancy with a new rent-due date and that the trial court, under the circumstances presented, erred by limiting itself to choosing between evicting the tenant and dismissing the case since the rent-due date should have been determined and the tenant should have been permitted to assert a Marini defense to a claim of habitual late payment of rent, provided that the late payments were due to withholding of rent because of habitability problems in the apartment. *279 4th Ave. Management, L.L.C. v. Mollett, 386 N.J. Super. 31, 898 A.2d 1036, 2006 N.J. Super. LEXIS 162 (App.Div.)*, certif. denied, *188 N.J. 354, 907 A.2d 1014, 2006 N.J. LEXIS 1436 (N.J. 2006)*.

Where a tenant receives a Section 8 housing subsidy, the landlord may not use the terms of its lease to broaden the definition of rent to include utility charges, and to then use this broader definition of rent as a basis for eviction under N.J. Stat. Ann. § *2A:18-61.1(a)*. *Sudersan v. Royal, 386 N.J. Super. 246, 900 A.2d 320, 2005 N.J. Super. LEXIS 405 (App.Div. 2005)*.

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Under the Anti-Eviction Act, any rights conveyed by an option of first right to lease renewal were cut off by the sale of the property and by plaintiff's failure to give 60-days notice of her intention to exercise the option; tenants' lease was not renewed. *Bandler v. Maurice, 352 N.J. Super. 158, 799 A.2d 696, 2002 N.J. Super. LEXIS 295 (App.Div. 2002)*.

Public housing authority was entitled to maintain summary dispossess actions against tenants who did not sign addendums prohibiting drug use on federally subsidized property because N.J. Stat. Ann. § *2A:18-61.1(i)* permitted the action where tenants refused to accept a reasonable term. *Housing Auth. & Urban Redevelopment Agency v. Spratley, 327 N.J. Super. 246, 743 A.2d 309, 1999 N.J. Super. LEXIS 436 (App.Div. 1999)*.

What is "reasonable" within the meaning of N.J. Stat. Ann. § *2A:18-61.1(i)* (reasonable changes in lease terms) should be analyzed with a recognition that personal affinities towards both living quarters and pets should not be required to be sacrificed on the basis of a landlord's whim or caprice. *Jersey City Mgmt. v. Garcia, 321 N.J. Super. 543, 729 A.2d 521, 1999 N.J. Super. LEXIS 192 (App.Div. 1999)*.

The protections afforded by the Anti-Eviction Statute, N.J. Stat. Ann. § *2A:18-61.1*, do not apply to transient or seasonal tenants residing at a hotel, motel or other guest house. *1991 N.J. Super. LEXIS 270*.

Trial court properly dismissed tenant's complaint for damages based upon the landlord's alleged violations of the Anti-Eviction Statute, N.J. Stat. Ann. § *2A:18-61.1*, because such statute was not applicable to tenant who had a week-to-week tenancy. *1991 N.J. Super. LEXIS 270*.

Lease provision modifications requiring mobile home tenants to convert from fuel tank heating system to natural gas or electricity was reasonable where lessor presented sufficient evidence that the existing tanks were hazardous and offered rent abatement to tenants who completed conversion by a certain date. *Hanover Mobile Home Owners Ass'n v. Hanover Village Assocs., 316 N.J. Super. 256, 720 A.2d 361, 1998 N.J. Super. LEXIS 443 (App.Div. 1998)*.

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In a landlord's action for possession under N.J. Stat. Ann. § 2A:18-61.1 for the purpose of converting an apartment building into a condominium complex, the tenants' one-year stay of eviction on a warrant of removal was continued because the landlord failed to grant the tenants a proper hardship relocation compensation or give them adequate notice of waiver of rent as required by both N.J. Stat. Ann. § 2A:18-61.11(c) and N.J. Admin. Code tit. 5, § 24-1.7(c). *Daskel Investors, Inc. v. Rosenbloom, 244 N.J. Super. 393, 582 A.2d 854, 1990 N.J. Super. LEXIS 397 (Law Div. 1990)*.

Landlord who had sought eviction of a tenant who did not sign a renewal lease after many years, likely because of a change in parking, was required under N.J. Stat. Ann. § 2A:18-61.1 to show good cause for eviction; given the landlord had not met the burden of showing good cause, the lower court judgment of possession was reversed. *Village Bridge Apartments v. Mammucari, 239 N.J. Super. 235, 570 A.2d 1301, 1990 N.J. Super. LEXIS 76 (App.Div. 1990)*.

Plaintiff landlord could bring a summary dispossession action against defendant tenant for nonpayment of rent under N.J. Stat. Ann. § 2A:18-61.1(a) although tenant was a § 8 of the United States Housing Act of 1937, 42 U.S.C.S. § 1437 lessee; landlord had to show good cause for the nonrenewal of the lease and the right of the landlord to terminate its Section 8 program participation had to be balanced against the tenant's right to be protected against arbitrary ouster. *Templeton Arms v. Feins, 220 N.J. Super. 1, 531 A.2d 361, 1987 N.J. Super. LEXIS 1293 (App.Div.)*, certif. denied, *109 N.J. 489, 537 A.2d 1282, 1987 N.J. LEXIS 542 (N.J. 1987)*.

Where a landlord served the tenants with notices to quit along with an increase in their rent, tenants had the burden to show that the increase in their rent by plaintiff landlord was unconscionable in order to prevail. *Calhabeu v. Rivera, 217 N.J. Super. 552, 526 A.2d 295, 1987 N.J. Super. LEXIS 1174 (Law Div. 1987)*, overruled, *Fromet Props. v. Buel, 294 N.J. Super. 601, 684 A.2d 83, 1996 N.J. Super. LEXIS 403 (App.Div. 1996)*.

Private residential landlord had a duty to take reasonable measures to protect a tenant's invitee from harm where a vicious dog, which was owned by another tenant, injured the invitee child in a common backyard area shared by the tenants; pursuant to N.J. Stat. Ann. § 2A:18-61.1(b), the landlord was not powerless in the face of the known danger and failed to take curative measures by permitting the tenant to keep the vicious dog in an area over which the landlord retained control. *Linebaugh v. Hyndman, 213 N.J. Super. 117, 516 A.2d 638, 1986 N.J. Super. LEXIS 1443 (App.Div. 1986)*, aff'd, *106 N.J. 556, 524 A.2d 1255, 1987 N.J. LEXIS 307 (N.J. 1987)*.

Landlord upon purchasing the building could not evict tenant who was a long time tenant and later became employed as a janitor because the tenant's stay was not conditioned upon his employment and because the tenant offered to pay the entire or full amount of the rent; the landlord's action was dismissed. *Cruz v. Reatique, 212 N.J. Super. 195, 514 A.2d 549, 1986 N.J. Super. LEXIS 1377 (Law Div. 1986)*.

Under *N.J. Stat. Ann. 2A:18-61.1*, the installation of washing machines in an apartments was not necessary as laundry facilities were provided on the first floor of the building; as a result, the landlord's refusal to grant permission to install washing machines could not be considered unreasonable in view of drainage limitations and the potential damage to other apartments resulting from the use of these appliances. *Housing Authority of East Orange v. Mishoe, 201 N.J. Super. 352, 493 A.2d 56, 1985 N.J. Super. LEXIS 1300 (App.Div. 1985)*.

Reviewing court reversed a judgment for possession for a landlord who evicted tenants at the end of their lease term because they did not get rid of their pet; the reviewing court held that the tenants purchase of a pet based on the landlord's approval of the pet was sufficient detriment to bind the landlord to this separate agreement where they had resided in the unit for an 11-year period with the pet dog giving no cause for complaint to the landlord or from neighbors. *Royal Associates v. Concannon, 200 N.J. Super. 84, 490 A.2d 357, 1985 N.J. Super. LEXIS 1224 (App.Div. 1985)*.

Because plaintiff landlord failed to show good cause for failing to renew defendant tenants' leases where the rent was subsidized by Housing Assistance Payments; the landlord terminated the tenants' leases without cause and

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changes in the leases were unreasonable under N.J. Stat. Ann. § 2A:18-61.1(i). R & D Realty v. Shields, 196 N.J. Super. 212, 482 A.2d 40, 1984 N.J. Super. LEXIS 1165 (Law Div. 1984).

Notice to quit is required to effect a rent increase in any periodic tenancy, including a tenancy in a rent-controlled municipality; although not a dispossess action under N.J. Stat. Ann. § 2A:18-61.1, this is consistent with that statute, which requires service of a valid notice to quit and notice of increase of rent as a condition precedent to removal of a tenant; a rent control board may authorize a rent increase, but a landlord must still comply with requirements of state statutory and common law, which include service of a valid notice to quit and notice of rent increase before imposing an increased rent on tenants. Harry's Village, Inc. v. Egg Harbor Township, 89 N.J. 576, 446 A.2d 862, 1982 N.J. LEXIS 2137 (N.J. 1982).

In a summary dispossess proceeding initiated under the Summary Dispossess Act, N.J. Stat. Ann. § 2A:18-61.1 et seq., the trial court properly found in respondent's favor where the clause in the residential lease that provided for payment of tenant-inflicted damages as part of the rent was valid and not contrary to public policy. Fargo Realty, Inc. v. Harris, 173 N.J. Super. 262, 414 A.2d 256, 1980 N.J. Super. LEXIS 512 (App.Div. 1980).

N.J. Stat. § 2A:18-61.1(1), which allows the owner of a building with three or fewer residential units to evict the tenants from the unit the owner intends to occupy, does not apply to the conversion of an apartment building into a condominium. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

Legal rights of a tenant who is already living in an apartment house are controlled, when conversion to condominiums occurs, by the provisions of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § 2A:18-61.1. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

If notice requirements of N.J. Stat. Ann. § 2A:18-61.1 were met, a landlord could insert a reasonable covenant into a renewed lease; landlord was entitled to repossession of the premises if tenant refused to comply with a "no pet" provision inserted in the renewed lease because the provision was reasonable and a past tenancy had no bearing on a new leasehold. Terhune Courts v. Sgambati, 163 N.J. Super. 218, 394 A.2d 416, 1978 N.J. Super. LEXIS 1357 (Cty. Ct. 1978), aff'd, 170 N.J. Super. 477, 406 A.2d 1330, 1979 N.J. Super. LEXIS 923 (App.Div. 1979).

Landlord complied with the statutory requirements to dispossess a tenant pursuant to N.J. Stat. Ann. § 2A:18-61.1(e) because a written notice to cease violating the lease due to the tenant's keeping of a dog on the premises did not need to be contained in the notice of termination; the landlord's prior notice to cease violating the lease complied with the requirement and the lease. Housing Authority of Atlantic City v. Coppock, 136 N.J. Super. 432, 346 A.2d 609, 1975 N.J. Super. LEXIS 640 (App.Div. 1975).

Real Property Law: Landlord & Tenant: Lease Agreements: Subleases

Local rent control ordinance fixing rents for mobile home lots at below market, in combination with restriction of lessor's possessory rights under N.J. Stat. Ann. § 46:8C-3a and N.J. Stat. Ann. 2A:18-61.1, did not effect a taking of lessor's property without just compensation. Mobile Home Village v. Mayor & Council of the Township of Jackson, 269 N.J. Super. 1, 634 A.2d 533, 1993 N.J. Super. LEXIS 850 (App.Div.), certif. denied, *133 N.J. 440, 627 A.2d 1145, 1993 N.J. LEXIS 426 (N.J. 1993)*.

Real Property Law: Landlord & Tenant: Rent Regulation: General Overview

The Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1, must be interpreted with a view toward its legislative purpose: a recognition that tenants are frequently unfairly and arbitrarily ousted without reasonable grounds or suitable notice and are placed at a grave disadvantage because of existing critical housing shortages. Surace v. Pappachristou,

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244 N.J. Super. 70, 581 A.2d 875, 1990 N.J. Super. LEXIS 373 (App.Div. 1990), Abrogated by Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009).

Landlords could not take title to building and delete just enough units from the rental market to render the premises exempt from the "good cause" provisions of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1, and then evict tenant. Surace v. Pappachristou, 244 N.J. Super. 70, 581 A.2d 875, 1990 N.J. Super. LEXIS 373 (App.Div. 1990), Abrogated by Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009).

N.J. Stat. Ann. 2A:18-61.1(m) did not apply to situation in which a tenancy preexisted the employment of tenants as part-time superintendents; thus tenants continued to be protected by provisions of local rent control ordinance following the termination of their employment by the landlord. Kearny Court Assocs. v. Spence, 262 N.J. Super. 241, 620 A.2d 1056, 1993 N.J. Super. LEXIS 57 (App.Div. 1993).

Local rent control ordinance fixing rents for mobile home lots at below market, in combination with restriction of lessor's possessory rights under N.J. Stat. Ann. § 46:8C-3a and N.J. Stat. Ann. 2A:18-61.1, did not effect a taking of lessor's property without just compensation. Mobile Home Village v. Mayor & Council of the Township of Jackson, 269 N.J. Super. 1, 634 A.2d 533, 1993 N.J. Super. LEXIS 850 (App.Div.), certif. denied, *133 N.J. 440, 627 A.2d 1145, 1993 N.J. LEXIS 426 (N.J. 1993)*.

Requirement in a municipal rent control ordinance for 60 days notice of a rent increase was not preempted by the provision of the Anti-Eviction Act, N.J. Stat. Ann. §§ 2A:18-61.1 and 2A:18-61.2, requiring only 30 days notice of a rent increase and notice to quit because the Act had an entirely different purpose from that of the ordinance. Harrison Associates v. Rent Leveling Bd., 215 N.J. Super. 1, 520 A.2d 1150, 1986 N.J. Super. LEXIS 1561 (App.Div. 1986), certif. denied, *107 N.J. 135, 526 A.2d 200, 1987 N.J. LEXIS 1560 (N.J. 1987)*.

Notice to quit is required to effect a rent increase in any periodic tenancy, including a tenancy in a rent-controlled municipality; although not a dispossess action under N.J. Stat. Ann. § 2A:18-61.1, this is consistent with that statute, which requires service of a valid notice to quit and notice of increase of rent as a condition precedent to removal of a tenant; a rent control board may authorize a rent increase, but a landlord must still comply with requirements of state statutory and common law, which include service of a valid notice to quit and notice of rent increase before imposing an increased rent on tenants. Harry's Village, Inc. v. Egg Harbor Township, 89 N.J. 576, 446 A.2d 862, 1982 N.J. LEXIS 2137 (N.J. 1982).

The court found that N.J. Stat. Ann. § 2A:18-61.1(f) merely required a finding that the increase in rents charged by the landlord is not "unconscionable" as a prerequisite to summary eviction and that the federal regulations provided that the owners of subsidized insured projects were excused from complying with state and local laws which conditioned the remedy of eviction upon adherence to rent control provisions. Hill Manor Apartments v. Brome, 164 N.J. Super. 295, 395 A.2d 1307, 1978 N.J. Super. LEXIS 1361 (Cty. Ct. 1978).

Preemption by the Department of Housing and Urban Development (HUD) of control of the minimum rents chargeable by a landlord whose apartment complex was financed by a HUD mortgage did not prohibit the state court from a consideration of whether such rent increases were unconscionable, therefore precluding dispossession by reason of nonpayment under N.J. Stat. Ann. § 2A:18-61.1(f); although the percentage of the increase was large, the resulting rent was not so great as to shock the conscience of a reasonable person and was not effected for the purpose of compelling the tenant to vacate. Edgemere at Somerset v. Johnson, 143 N.J. Super. 222, 362 A.2d 1250, 1976 N.J. Super. LEXIS 1143 (Cty. Ct. 1976).

Real Property Law: Landlord & Tenant: Rent Regulation: Federal Preemption

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Tenant Reprisal Act, N.J. Stat. Ann. §§ 2A:42-10.10 to -10.14, is not preempted by federal statutes and regulations governing public housing authorities. Housing Authority of City of Bayonne v. Mims, 396 N.J. Super. 195, 933 A.2d 613, 2007 N.J. Super. LEXIS 319 (App.Div. 2007).

In an eviction action wherein the trial court found that the landlord had established grounds for eviction but also found that the action was retaliatory, in violation of the Tenant Reprisal Act (TRA), N.J. Stat. Ann. 2A:42-10.10 to -10.14, it was error for the trial judge to have determined that the TRA was preempted by federal law governing public housing authorities. On appeal, the eviction was set aside as there was no conflict between the TRA and the federal statutes and regulations governing public housing. Housing Authority of City of Bayonne v. Mims, 396 N.J. Super. 195, 933 A.2d 613, 2007 N.J. Super. LEXIS 319 (App.Div. 2007).

Real Property Law: Landlord & Tenant: Rent Regulation: Rent Control Statutes

Tenant's complaint in lieu of prerogative writs was properly dismissed by a trial court with regard to her challenge of her landlord's eviction of her from a building that was converted to an owner-occupied, four-family dwelling that was previously a rent controlled premises as the conversion exempted the building under the language of the local rent leveling ordinance. The ordinance provided the tenant protections that were at least coextensive with the protections of New Jersey's Anti-Eviction Act, N.J. Stat. Ann. §§ 2A:18-61.1 to -61.12, but neither the ordinance nor the Anti-Eviction Act implicitly created vested rights of a pre-conversion tenant beyond its explicit terms and, as to the latter point, the Superior Court of New Jersey disagreed with the contrary holding of Surace v. Papachristou, 244 N.J. Super. 70 (App. Div. 1990) and disapproved of the contrary holding in Chambers v. Nunez, 217 N.J. Super. 202 (Law Div. 1986). Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009).

Real Property Law: Landlord & Tenant: Tenant's Remedies & Rights: General Overview

Plaintiff was within her rights as a landowner to remove defendant from the detached garage that served as a rental apartment because it was a separate building with fewer than three residential units, and plaintiff owner sought to occupy the unit that defendant was renting in that building, therefore, plaintiff could evict defendant under the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1(l)(3). Cashin v. Bello, 223 N.J. 328, 123 A.3d 1042, 2015 N.J. LEXIS 964 (N.J. 2015).

New Jersey Legislature's use of the word building, in its singular form, is both deliberate and dispositive under the Anti-Eviction Act, N.J. Stat. Ann. §§ 2A:18-61.1 to 2A:18-61.12, and the term designates a discreet physical structure, not a number of such structures connected by nothing more than the ownership of the land on which they sit. Cashin v. Bello, 223 N.J. 328, 123 A.3d 1042, 2015 N.J. LEXIS 964 (N.J. 2015).

For purposes of the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1, a tenancy existed at the time that plaintiff was locked out of his room at a hotel. Plaintiff had lived in the hotel for over two years with his family members, who attended school and registered to vote as a result of their residence at the premises, and while plaintiff had an intention to ultimately leave the premises and find a more suitable residence for his family, he had no present intention or ability to do so within any particular time or fixed duration. Williams v. Alexander Hamilton Hotel, 249 N.J. Super. 481, 592 A.2d 644, 1991 N.J. Super. LEXIS 233 (App.Div. 1991).

Tax increases resulting from the conversion of apartments to a cooperative cannot be passed through to tenants who are protected by the Senior Citizens and Disabled Protection Act, N.J. Stat. Ann. § 2A:18-61.22 et seq., or by N.J. Stat. Ann. § 2A:18-61.1(k) and N.J. Stat. Ann. § 2A:18-61.2(g), in part because N.J. Admin. Code tit. 5, § 24-1.12(c) prohibits any rent increases which reflect increased costs attributable, directly or indirectly, to the conversion which do not add services or amenities not previously provided. Berkley Arms Apartment Corp. v. Hackensack City, 6 N.J. Tax 260, 1983 N.J. Tax LEXIS 5 (Tax Ct. Dec. 15, 1983).

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Real Property Law: Landlord & Tenant: Tenant's Remedies & Rights: Fair Debt Collection Practices Act

Until guidance is received from the New Jersey Supreme Court's Special Civil Part Practice Committee and adopted by the supreme court, complaints that initiate summary dispossess proceedings must be verified under *N.J. Ct. R. 1:4-7*; must prominently declare that only the payment of rent, as determined by federal law for Section 8 tenants, or by the lease for other tenants, is required to prevent eviction; and must expressly state the amount of debt owed, the creditor's identity, and that the amount must be paid to the landlord or the clerk before 4:30 p.m. on the day of trial for the case to be dismissed. These requirements apply to all landlords, represented or pro se, and regardless of their counsel's status as a "debt collector" under the Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692* to *1692o*. *Hodges v. Sasil Corp., 189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

As attorneys who regularly filed summary dispossess actions for nonpayment of rent were "debt collectors" under 15 U.S.C.S. § *1692a(6)* of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C.S. §§ *1692* to *1692o*, a trial court erred in dismissing on summary judgment two Section 8 tenants' suit against a law firm for violating the FDCPA. *Hodges v. Sasil Corp., 189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Though damages may not be awarded in a summary dispossess action, it is a powerful debt collection mechanism. Therefore, attorneys who regularly file such actions for nonpayment of rent are "debt collectors" under 15 U.S.C.S. § *1692a(6)* and may be sued for violating the Fair Debt Collection Practices Act, 15 U.S.C.S. §§ *1692* to *1692o*. *Hodges v. Sasil Corp., 189 N.J. 210, 915 A.2d 1, 2007 N.J. LEXIS 24 (N.J. 2007)*.

Real Property Law: Landlord & Tenant: Tenant's Remedies & Rights: Termination & Retaliatory Eviction

Tenant Reprisal Act, N.J. Stat. Ann. §§ *2A:42-10.10* to -10.14, is not preempted by federal statutes and regulations governing public housing authorities. *Housing Authority of City of Bayonne v. Mims, 396 N.J. Super. 195, 933 A.2d 613, 2007 N.J. Super. LEXIS 319 (App.Div. 2007)*.

In an eviction action wherein the trial court found that the landlord had established grounds for eviction but also found that the action was retaliatory, in violation of the Tenant Reprisal Act (TRA), *N.J. Stat. Ann. 2A:42-10.10* to -10.14, it was error for the trial judge to have determined that the TRA was preempted by federal law governing public housing authorities. On appeal, the eviction was set aside as there was no conflict between the TRA and the federal statutes and regulations governing public housing. *Housing Authority of City of Bayonne v. Mims, 396 N.J. Super. 195, 933 A.2d 613, 2007 N.J. Super. LEXIS 319 (App.Div. 2007)*.

Real Property Law: Landlord & Tenant: Tenant's Remedies & Rights: Remedies: General Overview

Because plaintiff was wrongfully dispossessed from his hotel room without proper adherence to the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1*, he was entitled to prove the resulting damages under N.J. Stat. Ann. § *2A:39-8*. The appellate court had denied a stay pending appeal in the case and therefore could not direct repossession of the premises. *Williams v. Alexander Hamilton Hotel, 249 N.J. Super. 481, 592 A.2d 644, 1991 N.J. Super. LEXIS 233 (App.Div. 1991)*.

Real Property Law: Landlord & Tenant: Tenant's Remedies & Rights: Warranty of Habitability

In a landlord-tenant case, a judgment for possession based on habitual late payment of rent was reversed on appeal where the evidence showed that the tenant had a very limited income, serious health problems, and a son who was developmentally disabled; had lived in the apartment for about 30 years; and had produced evidence that her rent had always been due on the 18th of the month. The appellate court found that the new landlord wrongfully accelerated the rent due date to the first of the month without serving a notice to quit and offering a new tenancy with a new rent-due date and that the trial court, under the circumstances presented, erred by limiting itself to

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choosing between evicting the tenant and dismissing the case since the rent-due date should have been determined and the tenant should have been permitted to assert a Marini defense to a claim of habitual late payment of rent, provided that the late payments were due to withholding of rent because of habitability problems in the apartment. *279 4th Ave. Management, L.L.C. v. Mollett, 386 N.J. Super. 31, 898 A.2d 1036, 2006 N.J. Super. LEXIS 162 (App.Div.)*, certif. denied, *188 N.J. 354, 907 A.2d 1014, 2006 N.J. LEXIS 1436 (N.J. 2006)*.

Real Property Law: Landlord & Tenant: Tenancies: General Overview

For purposes of the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.1*, a tenancy existed at the time that plaintiff was locked out of his room at a hotel. Plaintiff had lived in the hotel for over two years with his family members, who attended school and registered to vote as a result of their residence at the premises, and while plaintiff had an intention to ultimately leave the premises and find a more suitable residence for his family, he had no present intention or ability to do so within any particular time or fixed duration. *Williams v. Alexander Hamilton Hotel, 249 N.J. Super. 481, 592 A.2d 644, 1991 N.J. Super. LEXIS 233 (App.Div. 1991)*.

Real Property Law: Property Valuation

For local property tax assessment purposes, the fair market value of property is determined as though the property were unencumbered, and the totality of all of the interests in the property is to be valued, as the law requires that the assessed value of the land represents the value of all interests therein; while the requirement of unanimous consent of the unit owner may inhibit alienation, such requirement affects the title only, not the use that can be made of the property. *Briskin v. Atlantic City, 6 N.J. Tax 187, 1983 N.J. Tax LEXIS 4 (Tax Ct. Dec. 16, 1983)*.

Statutes creating an encumbrance or cloud upon title by limiting a developer's right to obtain possession of a tenant-occupied condominium unit resulting from the conversion of a multi-family rental complex create rights in the tenant that adversely impact the developer's ability to sell tenant-occupied condominium units; the effect of the encumbrance created by these statutes must be considered in arriving at the fair market value of the subject property. *Briskin v. Atlantic City, 6 N.J. Tax 187, 1983 N.J. Tax LEXIS 4 (Tax Ct. Dec. 16, 1983)*.

Real Property Law: Zoning & Land Use: Ordinances

Trial court properly dismissed a landlord's action in lieu of prerogative writs challenging a township's ordinance imposing certain registration obligations and other regulatory requirements on landlords within the township as the ordinance was not preempted by the Hotel and Multiple Dwelling Law, N.J. Stat. Ann. §§ *55:13A-1* to -28, and no invalid purpose was shown by the landlord, thus, the presumption of the ordinance's validity remained. *Lake Valley Associates, LLC v. Township Of Pemberton, 411 N.J. Super. 501, 987 A.2d 623, 2010 N.J. Super. LEXIS 15 (App.Div.)*, certif. denied, *202 N.J. 43, 994 A.2d 1039, 2010 N.J. LEXIS 443 (N.J. 2010)*.

Tax Law: State & Local Taxes: Real Property Tax: General Overview

Tax increases resulting from the conversion of apartments to a cooperative cannot be passed through to tenants who are protected by the Senior Citizens and Disabled Protection Act, N.J. Stat. Ann. § *2A:18-61.22* et seq., or by N.J. Stat. Ann. § *2A:18-61.1(k)* and N.J. Stat. Ann. § *2A:18-61.2(g)*, in part because N.J. Admin. Code tit. 5, § 24-1.12(c) prohibits any rent increases which reflect increased costs attributable, directly or indirectly, to the conversion which do not add services or amenities not previously provided. *Berkley Arms Apartment Corp. v. Hackensack City, 6 N.J. Tax 260, 1983 N.J. Tax LEXIS 5 (Tax Ct. Dec. 15, 1983)*.

Tax Law: State & Local Taxes: Real Property Tax: Assessment & Valuation: Assessment Methods & Timing

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Property tax assessment was discriminatory, under N.J. Stat. Ann. § 54:51A-6, because the borough had erred in using the property conversion approach; the evidence did not establish that a prudent investor would have paid a premium to attempt to convert the property and due to the fact that the property was income-producing, the capitalization of income technique was more reliable. The court recognized that conversion projects faced many potential administrative and statutory requirements that could complicate and prolong the project, including those found in N.J. Stat. Ann. § 2A:18-61.1 et seq. Little Ferry v. Vecchiotti, 7 N.J. Tax 389, 1985 N.J. Tax LEXIS 35 (Tax Ct. May 1, 1985).

Tax Law: State & Local Taxes: Real Property Tax: Assessment & Valuation: Valuation

For local property tax assessment purposes, the fair market value of property is determined as though the property were unencumbered, and the totality of all of the interests in the property is to be valued, as the law requires that the assessed value of the land represents the value of all interests therein; while the requirement of unanimous consent of the unit owner may inhibit alienation, such requirement affects the title only, not the use that can be made of the property. Briskin v. Atlantic City, 6 N.J. Tax 187, 1983 N.J. Tax LEXIS 4 (Tax Ct. Dec. 16, 1983).

Statutes creating an encumbrance or cloud upon title by limiting a developer's right to obtain possession of a tenant-occupied condominium unit resulting from the conversion of a multi-family rental complex create rights in the tenant that adversely impact the developer's ability to sell tenant-occupied condominium units; the effect of the encumbrance created by these statutes must be considered in arriving at the fair market value of the subject property. Briskin v. Atlantic City, 6 N.J. Tax 187, 1983 N.J. Tax LEXIS 4 (Tax Ct. Dec. 16, 1983).

Torts: Premises Liability & Property: Lessees & Lessors: General Overview

Private residential landlord had a duty to take reasonable measures to protect a tenant's invitee from harm where a vicious dog, which was owned by another tenant, injured the invitee child in a common backyard area shared by the tenants; pursuant to N.J. Stat. Ann. § 2A:18-61.1(b), the landlord was not powerless in the face of the known danger and failed to take curative measures by permitting the tenant to keep the vicious dog in an area over which the landlord retained control. Linebaugh v. Hyndman, 213 N.J. Super. 117, 516 A.2d 638, 1986 N.J. Super. LEXIS 1443 (App.Div. 1986), aff'd, 106 N.J. 556, 524 A.2d 1255, 1987 N.J. LEXIS 307 (N.J. 1987).

Research References & Practice Aids

Cross References:

Removal of residential tenants; required notice; contents; service, see 2A:18-61.2.

Causes for eviction or nonrenewal of lease, see 2A:18-61.3.

Owner liability for wrongful evictions, see 2A:18-61.6.

Comparable housing; offer of rental; stay of eviction; alternative compensation; senior citizens and disabled protected tenancy period, see 2A:18-61.11.

Findings, see 2A:18-61.1a.

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Permanent retirement from residential use, see *2A:18-61.1b*.

5-year restriction, see *2A:18-61.1c*.

Maximum authorized rent, see *2A:18-61.1d*.

Rights of former tenants, see *2A:18-61.1e*.

Local ordinances permitted, see *2A:18-61.1f*.

Relocation of displaced tenant; violations, penalty., see *2A:18-61.1g*.

Reimbursement to displaced tenant, see *2A:18-61.1h*.

Rent increase restrictions, see *2A:18-61.31*.

Termination of protected tenancy, see *2A:18-61.32*.

Termination of protected tenancy, see *2A:18-61.50*.

Costs of conversion no basis for rent increases, see *2A:18-61.52*.

Unlawful entry prohibited, see *2A:39-1*.

Inducing tenant to vacate property prohibited, see *2A:50-71*.

Summary action to foreclose mortgages on certain properties, see *2A:50-73*.

Effective date of lease termination, conditions affecting co-tenants, see *46:8-9.7*.

Adherence to definition of “cooperative”, see *46:8D-18*.

Qualifications for grants, see *52:27D-373*.

Removal of lessee, tenant, see *54:5-113.2*.

Administrative Code:

N.J.A.C. 5:11 (2013), CHAPTER RELOCATION ASSISTANCE AND EVICTION, 5, Chapter 11 — Chapter Notes.

N.J.A.C. 5:11-1.1 (2013), CHAPTER RELOCATION ASSISTANCE AND EVICTION, Introduction.

N.J.A.C. 5:11-2.3 (2013), CHAPTER RELOCATION ASSISTANCE AND EVICTION, Evictions under *N.J.S.A. 2A:18-61.1(g)*.

N.J.A.C. 5:11-7.1 (2013), CHAPTER RELOCATION ASSISTANCE AND EVICTION, General notice.

N.J.A.C. 5:11-7.2 (2013), CHAPTER RELOCATION ASSISTANCE AND EVICTION, Additional notice for proceedings under *N.J.S.A. 2A:18-61.1(g)*.

N.J.A.C. 5:11-7.3 (2013), CHAPTER RELOCATION ASSISTANCE AND EVICTION, Landlord’s obligations regarding notice to Department of Community Affairs.

N.J.A.C. 5:24-1.1 (2013), CHAPTER CONDOMINIUM, FEE SIMPLE AND COOPERATIVE CONVERSION AND MOBILE HOME PARK RETIREMENT, Introduction.

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N.J.A.C. 5:24-1.10 (2013), CHAPTER CONDOMINIUM, FEE SIMPLE AND COOPERATIVE CONVERSION AND MOBILE HOME PARK RETIREMENT, Landlord's liability.

N.J.A.C. 5:26-9.1 (2013), CHAPTER PLANNED REAL ESTATE DEVELOPMENT FULL DISCLOSURE ACT REGULATIONS, Requirements.

N.J.A.C. 5:26-9.2 (2013), CHAPTER PLANNED REAL ESTATE DEVELOPMENT FULL DISCLOSURE ACT REGULATIONS, Compliance with statutes and rules governing tenant removal and protected tenancy.

N.J.A.C. 5:26-9.3 (2013), CHAPTER PLANNED REAL ESTATE DEVELOPMENT FULL DISCLOSURE ACT REGULATIONS, Public Offering Statement.

N.J.A.C. 5:27-3.3 (2013), CHAPTER REGULATIONS GOVERNING ROOMING AND BOARDING HOUSES, Harassment; fraud; eviction without due cause.

N.J.A.C. 5:80-20.9 (2013), CHAPTER NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, Eviction.

LAW REVIEWS & JOURNALS:

23 Seton Hall L. Rev. 1006.

25 Seton Hall L. Rev. 1292.

27 Seton Hall L. Rev. 1161.

38 Seton Hall L. Rev. 427 (2008).

26 Rutgers L.J. 1, ARTICLE: TEXTUALISM IN THE LOWER COURTS: LESSONS FROM JUDGES INTERPRETING CONSUMER LEGISLATION.

36 Rutgers L. Rec. 300, ARTICLE: Compensation and Relocation Assistance for New Jersey Residents Displaced by Redevelopment: Reform Recommendations of the State Department of the Public Advocate.

36 Rutgers L. Rec. 300, ARTICLE: Compensation and Relocation Assistance for New Jersey Residents Displaced by Redevelopment: Reform Recommendations of the State Department of the Public Advocate.

PRACTICE GUIDES & TREATISES:

New Jersey Transaction Guide § *130.20* et seq. Creation of Condominiums

New Jersey Transaction Guide § *130.40* et seq. Tenant Notification

New Jersey Transaction Guide § *142.20* et seq. Nature and Purpose of Ground Lease

New Jersey Transaction Guide § *143.20* et seq. Nature and Purpose of Ground Lease

PRACTICE FORMS:

7-130 New Jersey Transaction Guide § *130.231*, Notice of Intent to Convert and Full Plan of Conversion

8-142 New Jersey Transaction Guide § *142.201*, Rules and Regulations for Residential Tenancy

8-142 New Jersey Transaction Guide § 142.205, Memorandum of Lease

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8-142 New Jersey Transaction Guide § *142.230*, Landlord's Notice to Quit and Notice of Rent Increase

8-142 New Jersey Transaction Guide § *142.233*, Landlord's Notice of Changes in Terms of Renewal Lease

8-143 New Jersey Transaction Guide § *143.203*, Commercial Lease Provisions—Right of Reentry and Causes for Termination

8-143 New Jersey Transaction Guide § 143.244, Notice and Demand for Delivery of Possession of Premises—Residential Lease

8-143 New Jersey Transaction Guide § 143.249, Notice of Intent to Terminate Tenancy to Demolish Premises or to Correct Illegal Occupancy

8-143 New Jersey Transaction Guide § *143.250*, Notice of Intention to Terminate Tenancy to comply with Housing Inspectors and to Remedy Violations

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N.J. Stat. § 2A:18-61.1a

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§ 2A:18-61.1a. Findings

The Legislature finds that:

a.Acute State and local shortages of supply and high levels of demand for residential dwellings have motivated removal of blameless tenants in order to directly or indirectly profit from conversion to higher income rental or ownership interest residential use.

b.This has resulted in unfortunate attempts to displace tenants employing pretexts, stratagems or means other than those provided pursuant to the intent of State eviction laws designated to fairly balance and protect rights of tenants and landlords.

c.These devices have circumvented the intent of current State eviction laws by failing to utilize available means to avoid displacement, such as: protected tenancies; rights to purchase; rent affordability protection; full disclosures relevant to eviction challenges; and stays of eviction where relocation is lacking.

d.It is in the public interest of the State to maintain for citizens the broadest protections available under State eviction laws to avoid such displacement and resultant loss of affordable housing, which, due to housing's uniqueness as the most costly and difficult to change necessity of life, causes overcrowding, unsafe and unsanitary conditions, blight, burdens on community services, wasted resources, homelessness, emigration from the State and personal hardship, which is particularly severe for vulnerable seniors, the disabled, the frail, minorities, large families and single parents.

e.Such personal hardship includes, but is not limited to: economic loss, time loss, physical and emotional stress, and in some cases severe emotional trauma, illness, homelessness or other irreparable harm resulting from strain of eviction controversy; relocation search and moving difficulties; anxiety caused by lack of information, uncertainty, and resultant planning difficulty; employment, education, family and social disruption; relocation and empty unit security hazards; relocation to premises of less affordability, capacity, accessibility and physical or environmental quality; and relocation adjustment problems, particularly of the blind or other disabled citizens.

f.It is appropriate to take legislative notice of relevant legislative findings adopted pursuant to section 2 of the "Senior Citizens and Disabled Protected Tenancy Act," P.L. 1981, c. 226 (*C. 2A:18-61.23*) and section 2 of the "Prevention of Homelessness Act (1984)," P.L. 1984, c. 180 (*C. 52:27D-281*), which, with the findings of this section, have relevance to this 1986 amendatory and supplementary act and P.L. 1974, c. 49 (*C. 2A:18-61.1* et seq.).

g.This 1986 amendatory and supplementary act is adopted in order to protect the public health, safety and welfare of the citizens of New Jersey.

History

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L. 1986, c. 138, § 10, eff. Oct. 29, 1986.

Annotations

LexisNexis® Notes

Case Notes

Public Health & Welfare Law: Housing & Public Buildings: Low Income Housing

Real Property Law: Common Interest Communities: Condominiums: Leases

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Public Health & Welfare Law: Housing & Public Buildings: Low Income Housing

In a summary dispossession action initiated by a landlord of Section 8 housing against a deceased tenant's estate and the surviving daughter of the tenant, who resided in the apartment, the daughter was found to be a functional co-tenant, namely one who could show that she had been continuously in residence; had been a substantial contributor toward satisfaction of the tenancy's financial obligations; and that her contribution had been acknowledged and acquiesced to by her landlord. As a result, the daughter was entitled to invoke the protections of New Jersey's Anti-Eviction Act. *Maglies v. Estate of Guy, 193 N.J. 108, 936 A.2d 414, 2007 N.J. LEXIS 1436 (N.J. 2007)*.

Real Property Law: Common Interest Communities: Condominiums: Leases

Owner of an apartment originally constructed as an intended condominium unit is required to give a new tenant the formal notice specified in *N.J.S.A. 2A:18-61.9* even though the apartment building is not a conversion from a preexisting apartment use. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession on only sixty-days' notice because the landlord failed to give the tenant the notice required by *N.J.S.A. 2A:18-61.9* at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

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In a summary dispossession action initiated by a landlord of Section 8 housing against a deceased tenant's estate and the surviving daughter of the tenant, who resided in the apartment, the daughter was found to be a functional co-tenant, namely one who could show that she had been continuously in residence; had been a substantial contributor toward satisfaction of the tenancy's financial obligations; and that her contribution had been acknowledged and acquiesced to by her landlord. As a result, the daughter was entitled to invoke the protections of New Jersey's Anti-Eviction Act. *Maglies v. Estate of Guy, 193 N.J. 108, 936 A.2d 414, 2007 N.J. LEXIS 1436 (N.J. 2007)*.

Owner of an apartment originally constructed as an intended condominium unit is required to give a new tenant the formal notice specified in *N.J.S.A. 2A:18-61.9* even though the apartment building is not a conversion from a preexisting apartment use. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Relationship of landlord-tenant was not the dominant relationship where plaintiff agreed to buy the realty to save it from foreclosure and lease it back to the defendants with an option to buy it back within a year, the defendants exercised their option to renew the lease without the option to repurchase having been exercised, and the plaintiff never recorded the quitclaim deed received from the defendant; accordingly, the parties contemplated that their transaction was a method of temporary refinancing and that both parties contemplated that defendants would re-purchase the property, the relationship of landlord and tenant was incidental to that mutual and dominant contemplation, and, as such, jurisdiction did not exist for the entry of a judgment for possession in the instant summary dispossession action. *Essex Property Services, Inc. v. Wood, 246 N.J. Super. 487, 587 A.2d 1337, 1991 N.J. Super. LEXIS 84 (Law Div. 1991)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession on only sixty-days' notice because the landlord failed to give the tenant the notice required by *N.J.S.A. 2A:18-61.9* at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

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N.J. Stat. § 2A:18-61.1b

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§ 2A:18-61.1b. Permanent retirement from residential use

If an owner seeks an eviction alleging permanent retirement of the premises from residential use pursuant to subsection h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*) and if, pursuant to land use law, nonresidential use of the premises is not permitted as a principal permitted use or is limited to accessory, conditional or public use, a rebuttable presumption is created that the premises are not and will not be permanently retired from residential use. Residential premises that are unoccupied, boarded up or otherwise out of service shall not be deemed retired from residential use unless they are converted to a principal permitted nonresidential use. No tenant shall be evicted pursuant to subsection h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*) if any State or local permit or approval required by law for the nonresidential use is not obtained. Nothing contained in this section shall be deemed to require obtaining a certificate of occupancy for the proposed use prior to an eviction. The detail specified in notice given pursuant to subsection d. of section 3 of P.L. 1974, c. 49 (*C. 2A:18-61.2*) shall disclose the proposed nonresidential use to which the premises are to be permanently retired.

History

L. 1986, c. 138, § 2, eff. Oct. 29, 1986.

Annotations

Research References & Practice Aids

Cross References:

Warrant for removal; disorderly or destructive residential seasonal tenant, see *2A:42-10.17*.

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N.J. Stat. § 2A:18-61.1c

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§ 2A:18-61.1c. 5-year restriction

The Department of Community Affairs shall not approve an application for registration of conversion pursuant to "The Planned Real Estate Development Full Disclosure Act," P.L. 1977, c. 419 (*C. 45:22A-21* et seq.) for any premises for a period of five years following the date on which any dwelling unit in the premises becomes vacant after notice has been given that the owner seeks to permanently board up or demolish the premises or seeks to retire permanently the premises from residential use pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*). Within five days of the date on which any owner provides notice of termination to a tenant pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*), the owner shall provide a copy of the notice to the Department of Community Affairs.

History

L. 1986, c. 138, § 3, eff. Oct. 29, 1986.

Annotations

Research References & Practice Aids

Cross References:

Warrant for removal; disorderly or destructive residential seasonal tenant, see *2A:42-10.17*.

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N.J. Stat. § 2A:18-61.1d

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§ 2A:18-61.1d. Maximum authorized rent

In a municipality which has an ordinance regulating rents in effect, if a dwelling unit in the premises becomes vacated after notice has been given that the owner seeks to permanently board up or demolish the premises or seeks to retire permanently the premises from residential use pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*) and if any time thereafter an owner permits the personal occupancy of the premises, the maximum rent authorized for a unit in the premises shall not exceed the rent that would have been authorized for that unit if there had been no vacancy or change of tenancy for the unit. Increased costs which occur during the period of vacancy, which are solely the result of the premises being vacated, closed and reoccupied and which do not add services or amenities not previously provided, or which add new services or amenities whose costs significantly reduce the affordability of the premises, shall not be used as a basis for any rent increase pursuant to any municipal rent regulation provision, fair return or hardship hearing before a municipal rent board or any appeal from such determination. Increased costs of new services and amenities create a rebuttable presumption that they significantly reduce the affordability of the premises, if they result in a doubling of the rent increases otherwise permitted by law during the period of vacancy. Within five days of the date on which any owner provides notice of termination to a tenant pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*), the owner shall provide a copy of the notice to the municipal agency responsible for administering the regulation of rents in the municipality. The owner's notice to the municipal agency shall also include a listing of the current tenants and rents for each dwelling unit in the premises, unless the owner has previously submitted to the municipal agency a listing which is still current.

History

L. 1986, c. 138, § 4, eff. Oct. 29, 1986.

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N.J. Stat. § 2A:18-61.1e

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§ 2A:18-61.1e. Rights of former tenants

If a dwelling unit becomes vacated after notice has been given that the owner seeks to permanently board up or demolish the premises or seeks to retire permanently the premises from residential use pursuant to paragraph (1) of subsection g. or subsection h. of section 2 of P.L.1974, c.49 (*C.2A:18-61.1*) and if at any time thereafter an owner instead seeks to return the premises to residential use, the owner shall provide the former tenant:

a.Written notice 90 days in advance of any return to residential use or any agreement for possession of the unit by any other party, which notice discloses the owner's intention to return the unit to residential use and all appropriate specifics;

b.The right to return to possession of the vacated unit or, if return is not available, the right to possession of affordable housing relocation in accord with the standards and criteria set forth for comparable housing as defined by section 4 of P.L.1975, c.311 (*C.2A:18-61.7*); and

c.In the case of a conversion, the right to a protected tenancy pursuant to the "Senior Citizens and Disabled Protected Tenancy Act," P.L.1981, c.226 (*C.2A:18-61.22* et seq.), or pursuant to the "Tenant Protection Act of 1992," *P.L.1991, c.509* (*C.2A:18-61.40* et al.), if the former tenant would have at the time of the conversion been eligible for a protected tenancy under either of those acts, had the former tenant not vacated the premises.

The 90-day notice shall disclose the tenant's rights pursuant to this section and the method for the tenant's response to exercise these rights. A duplicate of the notice shall be transmitted within the first five days of the 90-day period to the rent board in the municipality or the municipal clerk, if there is no board. Notwithstanding the provisions of subsection c. of section 3 of P.L.1975, c.311 (*C.2A:18-61.6*), damages awarded shall not be trebled where possession has been returned in accord with this section; nor shall any damages be awarded as provided for in subsection e. of section 3 of P.L.1975, c.311 (*C.2A:18-61.6*). An owner who fails to provide a former tenant a notice of intention to return to residential use pursuant to this section is liable to a civil penalty of not less than $2,500.00 or more than $10,000.00 for each offense, and shall also be liable in treble damages, plus attorney fees and costs of suit, for any loss or expenses incurred by a former tenant as a result of that failure. The penalty prescribed in this section shall be collected and enforced by summary proceedings pursuant to "the penalty enforcement law" (*N.J.S. 2A:58-1* et seq.). The Superior Court, Law Division, Special Civil Part, in the county in which the rental premises are located shall have jurisdiction over such proceedings. Process shall be in the nature of a summons or warrant, shall issue upon the complaint of the Commissioner of the Department of Community Affairs, the Attorney General, or any other person. No owner shall be liable for a penalty pursuant to this section if the unit is returned to residential use more than five years after the date the premises are vacated or if the owner made every reasonable effort to locate the former tenant and provide the notice, including, but not limited to, the employment of a qualified professional locator service, where no return receipt is obtained from the former tenant.

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In any action under this section the court shall, in addition to damages, award any other appropriate legal or equitable relief.

History

L. 1986, c. 138, § 6; Amended by L. *1991, c. 509*, § 20.

Annotations

LexisNexis® Notes

Case Notes

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Even though the lease had been substantially breached by the unauthorized occupancy of two occupants, the landlord's complaint against the tenants was dismissed without prejudice because of the unreasonably short period between the notice to cease and the notice to quit; a notice that required occupants to move their residences within a five-day period did not comply with the spirit of the Anti-Eviction Act. *Brunswick Street Assocs. v. Gerard, 357 N.J. Super. 598, 816 A.2d 213, 2002 N.J. Super. LEXIS 526 (Law Div. 2002)*.

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N.J. Stat. § 2A:18-61.1f

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§ 2A:18-61.1f. Local ordinances permitted

Nothing contained in this 1986 amendatory and supplementary act shall authorize any civil action to require that dwelling units remain vacant, shall limit any defense or challenge to evictions that is otherwise provided by law or shall prohibit any provision of a local ordinance which is not less restrictive, except as prohibited pursuant to subsection e. of section 3 of P.L. 1975, c. 311 (*C. 2A:18-61.6*). Except as provided in subsection e. of section 3 of P.L. 1975, c. 311 (*C. 2A:18-61.6*), local ordinances may facilitate the objectives of this 1986 amendatory and supplementary act pertaining to premises where tenants have received notice pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*), including, but not limited to, any ordinance intended to:

a. Require owners to obtain and register tenants' current and forwarding addresses;

b. Provide to tenants and former tenants who have received notice of termination pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*) basic information on their relevant rights;

c. Provide a municipal registry for former tenants to file current addresses for receiving notice; and

d. Assist in locating former tenants who become entitled to receive notice pursuant to section 6 of this 1986 amendatory and supplementary act.

History

L. 1986, c. 138, § 8, eff. Oct. 29, 1986.

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N.J. Stat. § 2A:18-61.1g

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§ 2A:18-61.1g. Relocation of displaced tenant; violations, penalty.

a.A municipality may enact an ordinance providing that any tenant who receives a notice of eviction pursuant to section 3 of P.L. 1974, c. 49 (*C. 2A:18-61.2*) that results from zoning or code enforcement activity for an illegal occupancy, as set forth in paragraph (3) of subsection g. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*), shall be considered a displaced person and shall be entitled to relocation assistance in an amount equal to six times the monthly rental paid by the displaced person. The owner-landlord of the structure shall be liable for the payment of relocation assistance pursuant to this section.

b.A municipality that has enacted an ordinance pursuant to subsection a. of this section may pay relocation assistance to any displaced person who has not received the required payment from the owner-landlord of the structure at the time of eviction pursuant to subsection a. of this section from a revolving relocation assistance fund established pursuant to section 2 of P.L. 1987, c. 98 (*C. 20:4-4.1a*). All relocation assistance costs incurred by a municipality pursuant to this subsection shall be repaid by the owner-landlord of the structure to the municipality in the same manner as relocation costs are billed and collected under section 1 of P.L. 1983, c. 536 (*C. 20:4-4.1*) and section 1 of P.L. 1984, c. 30 (*C. 20:4-4.2*). These repayments shall be deposited into the municipality's revolving relocation assistance fund.

c.A municipality that has enacted an ordinance pursuant to subsection a. of this section, in addition to requiring reimbursement from the owner-landlord of the structure for relocation assistance paid to a displaced tenant, may require that an additional fine for zoning or housing code violation for an illegal occupancy, up to an amount equal to six times the monthly rental paid by the displaced person, be paid to the municipality by the owner-landlord of the structure.

In addition to this penalty, a municipality, after affording the owner-landlord an opportunity for a hearing on the matter, may impose upon the owner-landlord, for a second or subsequent violation for an illegal occupancy, a fine equal to the annual tuition cost of any resident of the illegally occupied unit attending a public school, which fine shall be recovered in a civil action by a summary proceeding in the name of the municipality pursuant to "The Penalty Enforcement Law of 1999," *P.L. 1999, c. 274* (*C. 2A:58-10* et seq.). The municipal court and the Superior Court shall have jurisdiction of proceedings for the enforcement of the penalty provided by this section. The tuition cost shall be determined in the manner prescribed for nonresident pupils pursuant to *N.J.S. 18A:38-19* and the payment of the fine shall be remitted to the appropriate school district.

d.For the purposes of this section, the owner-landlord of a structure shall exclude mortgagees in possession of a structure through foreclosure.

For the purposes of this section, a "second or subsequent violation for an illegal occupancy" shall be limited to those violations that are new and are a result of distinct and separate zoning or code enforcement activities, and shall not include any continuing violations for which citations are issued by a zoning or code enforcement agent during the time period required for summary dispossession proceedings to conclude if the owner has initiated eviction proceedings in a court of proper jurisdiction.

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History

L. *1993, c. 342*, § 3; Amended by L. *1999, c. 425*, § 1, eff. Jan. 18, 2000.

Annotations

Research References & Practice Aids

Cross References:

Causes for eviction or nonrenewal of lease, see *2A:18-61.3*.

Reimbursement to displaced tenant, see *2A:18-61.1h*.

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N.J. Stat. § 2A:18-61.1h

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§ 2A:18-61.1h. Reimbursement to displaced tenant

a.If a residential tenant is displaced because of an illegal occupancy in a residential rental premises pursuant to paragraph (3) of subsection g. of section 2 of P.L.1974, c.49 (*C.2A:18-61.1*) and the municipality in which the rental premises is located has not enacted an ordinance pursuant to section 3 of *P.L.1993, c.342* (*C.2A:18-61.1g*), the displaced residential tenant shall be entitled to reimbursement for relocation expenses from the owner in an amount equal to six times the monthly rental paid by the displaced person.

b.Payment by the owner shall be due five days prior to the removal of the displaced tenant. If payment is not made within this time, interest shall accrue and be due to the displaced residential tenant on the unpaid balance at the rate of 18% per annum until the amount due and all interest accumulated thereon shall be paid in full.

c.If reimbursement for which an owner is liable is not paid in full within 30 days of removal of the tenant, the unpaid balance thereof and all interest accruing thereon and, in addition thereto, an amount equal to six times the monthly rental paid by the displaced tenant shall be a lien upon the parcel of property on which the dwelling of the displaced residential tenant was located, for the benefit of that tenant. To perfect the lien, a statement showing the amount and due date of the unpaid balance and identifying the parcel shall be recorded with the county clerk or registrar of deeds and mortgages of the county in which the affected property is located, and upon recording, the lien shall have the priority of a mortgage lien. Identification of the parcel by reference to its designation on the tax map of the municipality shall be sufficient for purposes of recording. Whenever the unpaid balance and all interest accrued thereon has been fully paid, the displaced residential tenant shall promptly withdraw or cancel the statement, in writing, at the place of recording.

d.This section shall not authorize the enforcement of a lien for actual reasonable moving expenses with respect to any real property the title to which has been acquired by a municipality and which has been transferred pursuant to a rehabilitation agreement.

e.For the purposes of this section, the owner of a structure shall exclude mortgagees in possession of a structure through foreclosure.

History

L. *1993, c. 342*, § 4.

Annotations

LexisNexis® Notes

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Case Notes

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Judge erred ordering a landlord to deposit six months' rent as an eviction condition and not allowing rent for at least the three months beyond the six months the tenant held over; it was error to give the deposit to the tenant upon eviction. *Miah v. Ahmed, 359 N.J. Super. 151, 819 A.2d 440, 2003 N.J. Super. LEXIS 120 (App.Div. 2003)*, rev'd, *179 N.J. 511, 846 A.2d 1244, 2004 N.J. LEXIS 470 (N.J. 2004)*.

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N.J. Stat. § 2A:18-61.2

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§ 2A:18-61.2. Removal of residential tenants; required notice; contents; service

No judgment of possession shall be entered for any premises covered by section 2 [C.2A:18-61.1] of this act, except in the nonpayment of rent under subsection a. or f. of section 2, unless the landlord has made written demand and given written notice for delivery of possession of the premises. The following notice shall be required:

a.For an action alleging disorderly conduct under subsection b. of section 2, or injury to the premises under subsection c. of section 2, or any grounds under subsection m., n., o., p., q., or r. of section 2, three days' notice prior to the institution of the action for possession;

b.For an action alleging continued violation of rules and regulations under subsection d. of section 2, or substantial breach of covenant under subsection e. of section 2, or habitual failure to pay rent, one month's notice prior to the institution of the action for possession;

c.For an action alleging any grounds under subsection g. of section 2, three months' notice prior to the institution of the action;

d.For an action alleging permanent retirement under subsection h. of section 2, 18 months' notice prior to the institution of the action and, provided that, where there is a lease in effect, no action may be instituted until the lease expires;

e.For an action alleging refusal of acceptance of reasonable lease changes under subsection i. of section 2, one month's notice prior to institution of action;

f.For an action alleging any grounds under subsection l. of section 2, two months' notice prior to the institution of the action and, provided that where there is a written lease in effect no action shall be instituted until the lease expires;

g.For an action alleging any grounds under subsection k. of section 2, three years' notice prior to the institution of action, and provided that where there is a written lease in effect, no action shall be instituted until the lease expires;

h.In public housing under the control of a public housing authority or redevelopment agency, for an action alleging substantial breach of contract under paragraph (2) of subsection e. of section 2, the period of notice required prior to the institution of an action for possession shall be in accordance with federal regulations pertaining to public housing leases.

The notice in each of the foregoing instances shall specify in detail the cause of the termination of the tenancy and shall be served either personally upon the tenant or lessee or such person in possession by giving him a copy thereof, or by leaving a copy thereof at his usual place of abode with some member of his family above the age of 14 years, or by certified mail; if the certified letter is not claimed, notice shall be sent by regular mail.

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History

L. 1974, c. 49, § 3; Amended by L. 1975, c. 311, § 2; L. 1981, c. 8, § 2; L. 1986, c. 138, § 1; L. *1989, c. 294*, § 2; L. *1997, c. 228*, § 2; *2013, c. 51*, § 8, eff. July 1, 2013.

Annotations

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Notes

Publisher's Note:

The bracketed material was added by the Publisher to provide a reference.

Editor's Note:

The title to L. *2013, c. 51* designates the act as the "Human Trafficking Prevention, Protection, and Treatment Act."

Effective Dates:

Section 22 of L. *2013, c. 51* provides: "Sections 1 and 2 of this act shall take effect immediately, and the remaining sections shall take effect on the first day of the second month next following the date of enactment, but the Attorney General, Commissioner of Community Affairs, Commissioner of Health, the Director of the Administrative Office of the Courts, and the New Jersey Board of Massage and Bodywork Therapy may take any anticipatory administrative action in advance thereof as shall be necessary for the implementation of this act." Chapter 51, L. 2013, was approved on May 6, 2013.

Amendment Note:

2013 amendment, by Chapter 51, substituted "subsection m., n., o., p., q., or r." for "subsection m., n., o. or p." in a.

Case Notes

Civil Procedure: Remedies: Writs: General Overview

Civil Procedure: Appeals: Standards of Review: Plain Error: General Overview

Constitutional Law: Congressional Duties & Powers: Contracts Clause: General Overview

Contracts Law: Defenses: Public Policy Violations

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Governments: Local Governments: Ordinances & Regulations

Public Health & Welfare Law: Housing & Public Buildings: Low Income Housing

Real Property Law: Common Interest Communities: Condominiums: General Overview

Real Property Law: Common Interest Communities: Condominiums: Leases

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Forcible Entry & Detainer

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Rent Recovery

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Real Property Law: Landlord & Tenant: Rent Regulation: General Overview

Real Property Law: Landlord & Tenant: Rent Regulation: Rent Control Statutes

Tax Law: State & Local Taxes: Real Property Tax: Assessment & Valuation: Assessment Methods & Timing

Civil Procedure: Remedies: Writs: General Overview

Tenant's complaint in lieu of prerogative writs was properly dismissed by a trial court with regard to her challenge of her landlord's eviction of her from a building that was converted to an owner-occupied, four-family dwelling that was previously a rent controlled premises as the conversion exempted the building under the language of the local rent leveling ordinance. The ordinance provided the tenant protections that were at least coextensive with the protections of New Jersey's Anti-Eviction Act, N.J. Stat. Ann. §§ *2A:18-61.1* to -61.12, but neither the ordinance nor the Anti-Eviction Act implicitly created vested rights of a pre-conversion tenant beyond its explicit terms and, as to the latter point, the Superior Court of New Jersey disagreed with the contrary holding of *Surace v. Papachristou, 244 N.J. Super. 70 (App. Div. 1990)* and disapproved of the contrary holding in *Chambers v. Nunez, 217 N.J. Super. 202 (Law Div. 1986)*. *Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009)*.

Civil Procedure: Appeals: Standards of Review: Plain Error: General Overview

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by *N.J.S.A. 2A:18-61.2*, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to *N.J.S.A. 2A:18-61.1(p)*, and thus the trial court's failure to resolve the notice issue constituted plain error under *N.J. Ct. R. 2:10-2*; the notice failed to advise the tenant that she was not entitled to a grievance hearing; failed to identify the judicial court in which the eviction process was to occur; and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

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Constitutional Law: Congressional Duties & Powers: Contracts Clause: General Overview

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § *2A:18-61.1(k)*, but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § *2A:18-61.2(g)*, no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § *2A:18-61.11(a)*, (c), the grace period before eviction could, in effect, be extended from three to eight years. *Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984)*.

Contracts Law: Defenses: Public Policy Violations

Agreement and consent judgment that contravened public policy by including a waiver of some of the tenant conversion protections granted by the N.J. Stat. Ann. § *2A:18-61.1* were void and unenforceable as against public policy where tenant had waived the notice requirements of N.J. Stat. Ann. § *2A:18-61.2* and the right to automatic renewals pursuant to N.J. Stat. Ann. § *2A:18-61.11(b)*. *Sacks Realty Co. v. Shore, 317 N.J. Super. 258, 721 A.2d 1011, 1998 N.J. Super. LEXIS 520 (App.Div. 1998)*.

Governments: Local Governments: Ordinances & Regulations

Requirement in a municipal rent control ordinance for 60 days notice of a rent increase was not preempted by the provision of the Anti-Eviction Act, N.J. Stat. Ann. §§ *2A:18-61.1* and *2A:18-61.2*, requiring only 30 days notice of a rent increase and notice to quit because the Act had an entirely different purpose from that of the ordinance. *Harrison Associates v. Rent Leveling Bd., 215 N.J. Super. 1, 520 A.2d 1150, 1986 N.J. Super. LEXIS 1561 (App.Div. 1986)*, certif. denied, *107 N.J. 135, 526 A.2d 200, 1987 N.J. LEXIS 1560 (N.J. 1987)*.

Public Health & Welfare Law: Housing & Public Buildings: Low Income Housing

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by *N.J.S.A. 2A:18-61.2*, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to *N.J.S.A. 2A:18-61.1(p)*, and thus the trial court's failure to resolve the notice issue constituted plain error under *N.J. Ct. R. 2:10-2*; the notice failed to advise the tenant that she was not entitled to a grievance hearing; failed to identify the judicial court in which the eviction process was to occur; and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

Where a public housing agency fails to serve a notice of lease termination consonant with the dictates of governing federal regulations, it fails to comply with the specificity a demand for possession must have under the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § *2A:18-61.2*. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by N.J. Stat. Ann. § *2A:18-61.2*, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to N.J. Stat. Ann. § *2A:18-61.1(p)*; the notice failed to advise the tenant that she was not entitled to a grievance hearing, failed to identify the judicial court in which the eviction process was to occur, and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public

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housing agency provided the opportunity for a hearing that afforded the basic elements of due process. *Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996)*.

Real Property Law: Common Interest Communities: Condominiums: General Overview

Agreement and consent judgment that contravened public policy by including a waiver of some of the tenant conversion protections granted by the N.J. Stat. Ann. § *2A:18-61.1* were void and unenforceable as against public policy where tenant had waived the notice requirements of N.J. Stat. Ann. § *2A:18-61.2* and the right to automatic renewals pursuant to N.J. Stat. Ann. § *2A:18-61.11(b)*. *Sacks Realty Co. v. Shore, 317 N.J. Super. 258, 721 A.2d 1011, 1998 N.J. Super. LEXIS 520 (App.Div. 1998)*.

Trial court properly dismissed the landlords' complaint for summary dispossession on the ground that the landlords had failed to give the tenant a copy of their condominium conversion plan, which was a prerequisite to dispossession and to explain to him the consequences of a decision not to exercise the option to convert; although the landlords had given the tenant a notice to quit and waited for three years to institute dispossession proceedings under N.J. Stat. Ann. § *2A:18-61.2*, the landlords' failure permitted the tenant to remain in the apartment as a tenant. *Riotto v. Van Houten, 235 N.J. Super. 177, 561 A.2d 1168, 1989 N.J. Super. LEXIS 309 (App.Div. 1989)*.

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § *2A:18-61.1(k)*, but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § *2A:18-61.2(g)*, no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § *2A:18-61.11(a)*, (c), the grace period before eviction could, in effect, be extended from three to eight years. *Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984)*.

Pursuant to N.J. Stat. Ann. § *2A:18-61.2(g)* of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § *2A:18-61.1* et seq., the purchaser of a unit in an apartment that was being converted into a condominium was required to give the tenant three years notice before evicting her, where the purchaser knew that the apartment was in the process of conversion at the time he bought the unit. *Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979)*.

Real Property Law: Common Interest Communities: Condominiums: Leases

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession on only sixty-days' notice because the landlord failed to give the tenant the notice required by *N.J.S.A. 2A:18-61.9* at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction under *N.J.S.A. 2A:18-61.1(l)(1)* and *N.J.S.A. 2A:18-61.2(f)*, and the three-year notice described in *N.J.S.A. 2A:18-61.1(k)* and *N.J.S.A. 2A:18-61.2(g)*, and made applicable to the circumstances of the case by *N.J.A.C. 5:24-1.9(b)*. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

In a case in which the tenants argued that the landlords violated New Jersey's Anti-Eviction Statute by initiating an eviction action before the end of the lease and by failing to provide proper notices to them, that argument was insufficient to show that the landlords breached the lease agreement. If anything, they failed to comply with the

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procedures contemplated in the statute. N'Jie v. Mei Cheung, 504 Fed. Appx. 108, 2012 U.S. App. LEXIS 23853 (3d Cir. N.J. 2012).

Despite properly serving tenants with a notice to quit, pursuant to N.J. Stat. Ann. § 2A:18-61.2, and subsequently, a notice to cease, pursuant to N.J. Stat. Ann. § 2A:18-61.1, a landlord's failure to properly advise the tenants that their continued failure to timely make rent payments would result in their eviction mandated that the tenants were entitled to continuing notice of the status of events. Ivy Hill Park, Section III, Inc. v. Abutidze, 371 N.J. Super. 103, 852 A.2d 217, 2004 N.J. Super. LEXIS 259 (App.Div. 2004).

Rent increase effected by a landlord after the giving of a notice of eviction created a new tenancy, but the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to -61.12, did not require a new eviction notice, and the new tenancy was not therefore of 18-months duration as ordinarily required by N.J. Stat. Ann. § 2A:18-61.2d, but only until the date stated in the eviction notice. J.M.J. New Jersey Properties, Inc. v. Khuzam, 365 N.J. Super. 325, 839 A.2d 102, 2004 N.J. Super. LEXIS 14 (App.Div. 2004).

Landlord was not required to provide a new 18 month notice of his intent to retire his apartment building from residential use under N.J. Stat. Ann. §§ 2A:18-61.1(h), 2A:18-61.2(d), the Anti-Eviction Act, where notice had already been provided; a second notice to increase rent did not effect the original notice as it restated the 18 month limitation. J.M.J. New Jersey Properties, Inc. v. Khuzam, 365 N.J. Super. 325, 839 A.2d 102, 2004 N.J. Super. LEXIS 14 (App.Div. 2004).

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by N.J.S.A. 2A:18-61.2, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to N.J.S.A. 2A:18-61.1(p), and thus the trial court's failure to resolve the notice issue constituted plain error under N.J. Ct. R. 2:10-2; the notice failed to advise the tenant that she was not entitled to a grievance hearing; failed to identify the judicial court in which the eviction process was to occur; and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996).

Where a public housing agency fails to serve a notice of lease termination consonant with the dictates of governing federal regulations, it fails to comply with the specificity a demand for possession must have under the New Jersey Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.2. Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996).

Public housing agency's noncompliance with controlling federal requirements on termination of a tenancy, and the resulting lack of specificity required by N.J. Stat. Ann. § 2A:18-61.2, deprived the trial court of jurisdiction over a summary dispossess action to terminate a public housing tenancy pursuant to N.J. Stat. Ann. § 2A:18-61.1(p); the notice failed to advise the tenant that she was not entitled to a grievance hearing, failed to identify the judicial court in which the eviction process was to occur, and failed to advise the tenant that the United States Department of Housing and Urban Development had determined that the judicial eviction procedure to be used by the public housing agency provided the opportunity for a hearing that afforded the basic elements of due process. Housing Auth. v. Raindrop, 287 N.J. Super. 222, 670 A.2d 1087, 1996 N.J. Super. LEXIS 49 (App.Div. 1996).

All notices to quit must strictly comply with the statutory provisions of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.2; even substantial compliance, without prejudice to defendants and without offense to public policy, does not render the notice to quit effective. Aspep Corp. v. Giuca, 269 N.J. Super. 98, 634 A.2d 582, 1993 N.J. Super. LEXIS 859 (Law Div. 1993).

Where the landlord's notice of eviction was served in April 1987 and the complaint for summary dispossession was filed on May 1, 1990, the landlord complied with N.J. Stat. Ann. § 2A:18-61.2(g), which required three-years notice; the landlord's complaint was not filed prematurely where the tenancy terminated precisely at midnight of the day the

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complaint was filed. 809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992).

Dismissal of landlord's dispossess actions against tenants was proper because mandatory notices to governmental agencies filed 19 months late did not meet the strict standard of compliance prescribed by N.J. Stat. Ann. § 2A:18-61.2(d), and landlord was strictly required to comply with all statutory eviction procedures. Sacks Realty Co. v. Batch, 248 N.J. Super. 424, 591 A.2d 660, 1991 N.J. Super. LEXIS 167 (App.Div. 1991).

Trial court properly dismissed summary eviction actions brought by a property owner against two tenants because the demand and notice required by N.J. Stat. Ann. § 2A:18-61.2(g) were not given. Sibig & Co. v. Santos, 244 N.J. Super. 366, 582 A.2d 840, 1990 N.J. Super. LEXIS 406 (App.Div. 1990).

One month notice of proposed lease changes under N.J. Stat. Ann. § 2A:18-61.1 was insufficient to evict a tenant who rejected the changes, and the landlord was then required to give another full month's notice under N.J. Stat. Ann. § 2A:18-61.2(e). terminating the month-to-month tenancy before bringing action. Lowenstein v. Murray, 229 N.J. Super. 616, 552 A.2d 245, 1988 N.J. Super. LEXIS 471 (Law Div. 1988).

Requirement of N.J. Stat. Ann. § 2A:18-61.2 that the Notice to Quit, when sent by certified mail that was not claimed, should then be sent by regular mail, did not preclude the practice of sending the notice by certified mail and by regular mail simultaneously. Tower Management Corp. v. Podesta, 226 N.J. Super. 300, 544 A.2d 389, 1988 N.J. Super. LEXIS 259 (App.Div. 1988).

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § 2A:18-61.1(k), but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § 2A:18-61.2(g), no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § 2A:18-61.11(a), (c), the grace period before eviction could, in effect, be extended from three to eight years. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

The landlords could not evict the tenants on two months' notice under the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 et seq., because the total effect of N.J. Stat. Ann. § 2A:18-61.1(k) and (l), and the corresponding notice requirements of 2A:18-61.2(f) and (g), created a three-year notice protection to pre-conversion tenants. Kabakian v. Kobert, 188 N.J. Super. 517, 457 A.2d 1229, 1983 N.J. Super. LEXIS 794 (App.Div. 1983).

The N.J. Stat. Ann. § 2A:18-61.2 notice requirements did not apply to eviction of defendant tenants because the eviction was based upon the tenants' failure to pay rent due and owing. Scugoza v. Stockton, 166 N.J. Super. 122, 399 A.2d 299, 1979 N.J. Super. LEXIS 600 (App.Div. 1979).

Pursuant to N.J. Stat. Ann. § 2A:18-61.2(g) of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § 2A:18-61.1 et seq., the purchaser of a unit in an apartment that was being converted into a condominium was required to give the tenant three years notice before evicting her, where the purchaser knew that the apartment was in the process of conversion at the time he bought the unit. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

Where landlord chose to bring an action to dispossess defendant tenants under N.J. Stat. Ann. § 2A:18-61.1(i), he was required to comply with the notice provisions of N.J. Stat. Ann. § 2A:18-61.2, which required a written notice of termination and written demand for delivery of possession of the premises at least one month prior to the institution of a dispossess action. Kroll Realty, Inc. v. Fuentes, 163 N.J. Super. 23, 394 A.2d 140, 1978 N.J. Super. LEXIS 1124 (App.Div. 1978).

Notice requirement as to time and content under N.J. Stat. Ann. § 2A:18-61.2(e) for an action alleging refusal of acceptance of reasonable lease changes are the same as those under N.J. Stat. Ann. § 2A:18-56, and without

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such compliance the county district court is without jurisdiction to enter a judgment of possession. *Kroll Realty, Inc. v. Fuentes, 163 N.J. Super. 23, 394 A.2d 140, 1978 N.J. Super. LEXIS 1124 (App.Div. 1978)*.

N.J. Stat. Ann. §§ *2A:18-61.1* and *2A:18-61.2* did not preclude landlord from invoking N.J. Stat. Ann. § *2A:18-53(a)*; one who had purchased a two-family premises for the express purpose of immediately residing therein rendered the premises owner-occupied under § *2A:18-53(a)* and landlord therefore did not have to establish good cause to terminate the tenancy or provide notice specifying in detail such cause. *Bradley v. Rapp, 132 N.J. Super. 429, 334 A.2d 61, 1975 N.J. Super. LEXIS 901 (App.Div.)*, certif. denied, *68 N.J. 149, 343 A.2d 437, 1975 N.J. LEXIS 540 (N.J. 1975)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Forcible Entry & Detainer

Trial court erred by granting a landlord a judgment of possession because he failed to demonstrate that, after receipt of the notice to cease, the tenant habitually paid her rent in an untimely fashion since she had paid her rent timely in nine of the next 11 months prior to the trial. N.J. Stat. Ann. § *2A:18-61.1(j)* required a continuing course of conduct and the appellate court disagreed that the tenant's conduct, under the facts and circumstances presented, constituted such activity under the statute. *Matthew G. Carter Apartments v. Richardson, 417 N.J. Super. 60, 8 A.3d 788, 2010 N.J. Super. LEXIS 222 (App.Div. 2010)*.

Notice to quit advising the tenant that the tenant's lease was terminated which stated "You have violated N.J. Stat. Ann. § *2A:18-53* by allowing unauthorized individuals to reside in your apartment " as the reason for termination was fatally defective because: (1) by the express language of N.J. Stat. Ann. § *2A:18-53*, the removal grounds therein cannot be used as the basis for removal of residential tenants pursuant to N.J. Stat. Ann. § *2A:18-61.1*; (2) the notice did not list or describe the unauthorized individual residing in defendant's apartment; and (3) even if the claim for removal was based upon violation of a breach of any of the landlord's rules and regulations or a substantial violation of a breach of the lease covenants or agreements, the tenant was entitled to at least a one-month notice to quit the premises and the notice did not specify in detail the cause of termination of the tenancy as required by N.J. Stat. Ann. § *2A:18-61.2*. *Ashley Court Enterprises v. Whittaker, 249 N.J. Super. 552, 592 A.2d 1228, 1991 N.J. Super. LEXIS 251 (App.Div. 1991)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession on only sixty-days' notice because the landlord failed to give the tenant the notice required by *N.J.S.A. 2A:18-61.9* at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction under *N.J.S.A. 2A:18-61.1(l)(1)* and *N.J.S.A. 2A:18-61.2(f)*, and the three-year notice described in *N.J.S.A. 2A:18-61.1(k)* and *N.J.S.A. 2A:18-61.2(g)*, and made applicable to the circumstances of the case by *N.J.A.C. 5:24-1.9(b)*. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Rent Recovery

Trial court erred by granting a landlord a judgment of possession because he failed to demonstrate that, after receipt of the notice to cease, the tenant habitually paid her rent in an untimely fashion since she had paid her rent timely in nine of the next 11 months prior to the trial. N.J. Stat. Ann. § *2A:18-61.1(j)* required a continuing course of conduct and the appellate court disagreed that the tenant's conduct, under the facts and circumstances presented,

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constituted such activity under the statute. *Matthew G. Carter Apartments v. Richardson, 417 N.J. Super. 60, 8 A.3d 788, 2010 N.J. Super. LEXIS 222 (App.Div. 2010)*.

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Increase in rent for mobile home tenants was not retaliatory under N.J. Stat. Ann. § *2A:18-61.2*, where the landlord's prior attempt to increase the rent were successfully opposed by the tenants due to the landlord's failure to comply with legal technicalities, and where the rent was not unconscionable, had not been raised for three years, and was imposed to offset real estate and municipal taxes. *Fromet Props. v. Buel, 294 N.J. Super. 601, 684 A.2d 83, 1996 N.J. Super. LEXIS 403 (App.Div. 1996)*.

Applying N.J. Stat. Ann. § *2A:18-61.2*, because defendant received the required notice but did not made a timely request for comparable housing, no comparable housing needed to be offered by plaintiff. *Fairken Associates v. Hutchin, 223 N.J. Super. 274, 538 A.2d 465, 1987 N.J. Super. LEXIS 1449 (Law Div. 1987)*.

Pursuant to N.J. Stat. Ann. § *2A:18-61.2(g)* of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § *2A:18-61.1* et seq., the purchaser of a unit in an apartment that was being converted into a condominium was required to give the tenant three years notice before evicting her, where the purchaser knew that the apartment was in the process of conversion at the time he bought the unit. *Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979)*.

Landlord's 31-day notice of termination given to tenant accorded with the lease and N.J. Stat. Ann. § *2A:18-61.2(b)*; definition of month in N.J. Stat. Ann. § *1:1-2* as a calendar month did not apply. *Housing Authority of Atlantic City v. Coppock, 136 N.J. Super. 432, 346 A.2d 609, 1975 N.J. Super. LEXIS 640 (App.Div. 1975)*.

Real Property Law: Landlord & Tenant: Rent Regulation: General Overview

Increase in rent for mobile home tenants was not retaliatory under N.J. Stat. Ann. § *2A:18-61.2*, where the landlord's prior attempt to increase the rent were successfully opposed by the tenants due to the landlord's failure to comply with legal technicalities, and where the rent was not unconscionable, had not been raised for three years, and was imposed to offset real estate and municipal taxes. *Fromet Props. v. Buel, 294 N.J. Super. 601, 684 A.2d 83, 1996 N.J. Super. LEXIS 403 (App.Div. 1996)*.

Requirement in a municipal rent control ordinance for 60 days notice of a rent increase was not preempted by the provision of the Anti-Eviction Act, N.J. Stat. Ann. §§ *2A:18-61.1* and *2A:18-61.2*, requiring only 30 days notice of a rent increase and notice to quit because the Act had an entirely different purpose from that of the ordinance. *Harrison Associates v. Rent Leveling Bd., 215 N.J. Super. 1, 520 A.2d 1150, 1986 N.J. Super. LEXIS 1561 (App.Div. 1986)*, certif. denied, *107 N.J. 135, 526 A.2d 200, 1987 N.J. LEXIS 1560 (N.J. 1987)*.

Real Property Law: Landlord & Tenant: Rent Regulation: Rent Control Statutes

Tenant's complaint in lieu of prerogative writs was properly dismissed by a trial court with regard to her challenge of her landlord's eviction of her from a building that was converted to an owner-occupied, four-family dwelling that was previously a rent controlled premises as the conversion exempted the building under the language of the local rent leveling ordinance. The ordinance provided the tenant protections that were at least coextensive with the protections of New Jersey's Anti-Eviction Act, N.J. Stat. Ann. §§ *2A:18-61.1* to -61.12, but neither the ordinance nor the Anti-Eviction Act implicitly created vested rights of a pre-conversion tenant beyond its explicit terms and, as to the latter point, the Superior Court of New Jersey disagreed with the contrary holding of *Surace v. Papachristou, 244 N.J. Super. 70 (App. Div. 1990)* and disapproved of the contrary holding in *Chambers v. Nunez, 217 N.J.*

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Super. 202 (Law Div. 1986). Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009).

Tax Law: State & Local Taxes: Real Property Tax: Assessment & Valuation: Assessment Methods & Timing

In an action contesting assessments under the New Jersey Condominium Act on apartments converted to condominiums, the value of each unit was to be determined by using cash equivalency principles using a 10 percent interest rate offered to buyers who were not tenants, pursuant to N.J. Stat. Ann. § 2A:18-61.2 and N.J. Stat. Ann. § 2A:18-61.11, at conversion; the court ordered the parties to submit computations showing the true value of each property and views on the applicability of N.J. Stat. Ann. § 54:51A-6 to each unit. Presidential Towers v. Passaic, 6 N.J. Tax 406, 1984 N.J. Tax LEXIS 46 (Tax Ct. Apr. 4, 1984), aff'd, 7 N.J. Tax 655, 1985 N.J. Tax LEXIS 50 (App.Div. Feb. 4, 1985).

Research References & Practice Aids

Cross References:

Grounds for removal of tenants, see 2A:18-61.1.

Conversion of multiple dwelling into condominium, cooperative or fee simple ownership; notice to and rights to tenants, see 2A:18-61.8.

Permanent retirement from residential use, see 2A:18-61.1b.

Relocation of displaced tenant; violations, penalty., see 2A:18-61.1g.

Rent increase restrictions, see 2A:18-61.31.

Costs of conversion no basis for rent increases, see 2A:18-61.52.

Administrative Code:

N.J.A.C. 5:11-2.3 (2013), CHAPTER RELOCATION ASSISTANCE AND EVICTION, Evictions under N.J.S.A. 2A:18-61.1(g).

N.J.A.C. 5:24-2.8 (2013), CHAPTER CONDOMINIUM, FEE SIMPLE AND COOPERATIVE CONVERSION AND MOBILE HOME PARK RETIREMENT, Rent increases.

LAW REVIEWS & JOURNALS:

23 Seton Hall L. Rev. 1006.

PRACTICE GUIDES & TREATISES:

New Jersey Transaction Guide § 130.20 et seq. Creation of Condominiums

New Jersey Transaction Guide § 130.50 et seq. Conversion to Condominium Status

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New Jersey Transaction Guide § *143.20* et seq. Nature and Purpose of Ground Lease

PRACTICE FORMS:

7-130 New Jersey Transaction Guide § *130.232*, Three-Year Notice of Eviction

8-143 New Jersey Transaction Guide § 143.254, Warrant of Removal

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N.J. Stat. § 2A:18-61.3

This section is current through New Jersey 218th Second Annual Session, L. 2019, c. 375 (except c. 363, 366-368), and J.R. 22

LexisNexis® New Jersey Annotated Statutes > Title 2A. Administration of Civil and Criminal Justice (Subts. 1 — 12) > Subtitle 4. Civil Actions (Chs. 15 — 18) > Chapter 18. Superior Court, Law Division, Special Civil Part (Arts. 1 — 12) > Article 9. Proceedings Between Landlord and Tenant (§§ 2A:18-51 — 2A:18-61.67)

§ 2A:18-61.3. Causes for eviction or nonrenewal of lease

a.No landlord may evict or fail to renew any lease of any premises covered by section 2 of this act except for good cause as defined in section 2.

b.A person who was a tenant of a landlord in premises covered by section 2 of P.L.1974, c.49 (*C.2A:18-61.1*) may not be removed by any order or judgment for possession from the premises by the owner's or landlord's successor in ownership or possession except:

(1) For good cause in accordance with the requirements which apply to premises covered pursuant to P.L.1974, c.49 (*C.2A:18-61.1* et al.); or

(2) For proceedings in premises where federal law supersedes applicable State law governing removal of occupants; or

(3) For proceedings where removal of occupants is sought by an authorized State or local agency pursuant to eminent domain or code or zoning enforcement laws and which comply with applicable relocation laws pursuant to the "Relocation Assistance Law of 1967," P.L.1967, c.79 (*C.52:31B-1* et seq.), the "Relocation Assistance Act," P.L.1971, c.362 (*C.20:4-1* et seq.) or section 3 of *P.L.1993, c.342* (*C.2A:18-61.1g*).

Where the owner's or landlord's successor in ownership or possession is not bound by the lease entered into with the former tenant and may offer a different lease to the former tenant, nothing in P.L.1986, c.138 shall limit that right.

History

L. 1974, c. 49, § 4; Amended by L. 1986, c. 138, § 7; L. *1993, c. 342*, § 2.

Annotations

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Case Notes

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Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Where, at a summary possession action, a resident proved that she had formerly been a record owner of the property, but also testified that any conveyance after she had become the owner was fraudulent, that she had not attorned to the mortgage company, and would not accept the mortgage company as her landlord, thus disputing the right of the mortgage company to proceed pursuant to N.J. Stat. Ann. § *2A:18-61.1*, and a preliminary hearing on the issue of the defense of ownership was proper; since both parties presented evidence that, if believed, supported their positions; a special civil part court held that the matter was required to be dismissed so that either party could be allowed to commence or continue an appropriate action in an appropriate court. *Chase Manhattan Mortg. Corp. v. Hunt, 364 N.J. Super. 587, 837 A.2d 451, 2003 N.J. Super. LEXIS 374 (Law Div. 2003)*.

In action to evict long-time tenants with a month-to-month lease of a single family dwelling located on the property of a school whose purchasers defaulted on their mortgage, the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.3b applied to foreclosing mortgagees and protected tenants from eviction whether their tenancy was established before or after the execution of the mortgage because the legislature intended to stop the continued shortage of residential housing and the related threat of homelessness, finding a substantial public interest in preventing the eviction of blameless tenants. *Chase Manhattan Bank v. Josephson, 135 N.J. 209, 638 A.2d 1301, 1994 N.J. LEXIS 297 (N.J. 1994)*.

Research References & Practice Aids

LAW REVIEWS & JOURNALS:

23 Seton Hall L. Rev. 1006.

25 Seton Hall L. Rev. 1292.

36 Rutgers L. Rec. 300, ARTICLE: Compensation and Relocation Assistance for New Jersey Residents Displaced by Redevelopment: Reform Recommendations of the State Department of the Public Advocate.

36 Rutgers L. Rec. 300, ARTICLE: Compensation and Relocation Assistance for New Jersey Residents Displaced by Redevelopment: Reform Recommendations of the State Department of the Public Advocate.

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N.J. Stat. § 2A:18-61.3a

This section is current through New Jersey 218th Second Annual Session, L. 2019, c. 375 (except c. 363, 366-368), and J.R. 22

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§ 2A:18-61.3a. Mobile home parks; restrictions on "for sale" signs; prohibition

No mobile home park owner or operator may evict a mobile home resident for posting in or on his mobile home a "for sale" sign or similar notice of the private sale of the mobile home. Nor may a mobile home park owner or operator prohibit or unreasonably restrict such posting by any means, including but not limited to, rules and regulations of the mobile home park or written leases or rental agreements between the park owner or operator and mobile home residents.

History

L. 1983, c. 432, § 1, eff. Jan. 5, 1984.

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N.J. Stat. § 2A:18-61.4

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§ 2A:18-61.4. Waiver of rights by provision in lease; unenforceability

Any provision in a lease whereby any tenant covered by section 2 of this act agrees that his tenancy may be terminated or not renewed for other than good cause as defined in section 2, or whereby the tenant waives any other rights under this act shall be deemed against public policy and unenforceable.

History

L. 1974, c. 49, § 5, eff. June 25, 1974.

Annotations

LexisNexis® Notes

Case Notes

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Trial court improperly granted summary judgment in favor of a landlord that sought to eject a tenant from her apartment under N.J. Stat. Ann. § 2A:35-1, N.J. Stat. Ann. § 2A:18-61.1, and N.J. Stat. Ann. § 2A:18-61.4, because there were sufficient questions of fact regarding the legality of the option payments; because of the inclusion of 60-day termination language; and because of the circumstances surrounding the signing of the agreement to defeat the landlord's motion for summary judgment. *316 49 St. Assocs. Ltd. Partnership v. Galvez, 269 N.J. Super. 481, 635 A.2d 1013, 1994 N.J. Super. LEXIS 10 (App.Div.)*, certif. denied, *137 N.J. 164, 644 A.2d 612, 1994 N.J. LEXIS 565 (N.J. 1994)*.

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N.J. Stat. § 2A:18-61.5

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§ 2A:18-61.5. Severability

If any section, subsection, paragraph, sentence or other part of this act is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this act, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this act directly involved in the controversy in which said judgment shall have been rendered.

History

L. 1974, c. 49, § 7, eff. June 25, 1974.

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N.J. Stat. § 2A:18-61.6

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§ 2A:18-61.6. Owner liability for wrongful evictions

a.Where a tenant vacates the premises after being given a notice alleging the owner seeks to personally occupy the premises under subsection L. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*) and the owner thereafter arbitrarily fails to personally occupy the premises for a total of at least six months, or arbitrarily fails to execute the contract for sale, but instead permits personal occupancy of the premises by another tenant or instead permits registration of conversion of the premises by the Department of Community Affairs pursuant to "The Planned Real Estate Development Full Disclosure Act," P.L. 1977, c. 419 (*C. 45:22A-21* et seq.), such owner shall be liable to the former tenant in a civil action for three times the damages plus the tenant's attorney fees and costs.

b.If an owner purchases the premises pursuant to a contract requiring the tenant to vacate in accordance with subsection l. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*) and thereafter arbitrarily fails to personally occupy the premises for a total of at least six months, but instead permits personal occupancy of the premises by another tenant or instead permits registration of conversion of the premises by the Department of Community Affairs pursuant to P.L. 1977, c. 419 (*C. 45:22A-21* et seq.), such owner-purchaser shall be liable to the former tenant in a civil action for three times the damages plus the tenant's attorney fees and costs.

c.If a tenant vacates a dwelling unit after notice has been given alleging that the owner seeks to permanently board up or demolish the premises or to retire permanently the premises from residential use pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*) and instead, within five years following the date on which the dwelling unit or the premises become vacant, an owner permits residential use of the vacated premises, the owner shall be liable to the former tenant in a civil action for three times the damages plus the tenant's attorney fees and costs of suit.

An owner of any premises where notice has been given pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*), who subsequently seeks to sell, lease or convey the property to another, shall, before executing any lease, deed or contract for such conveyance, advise in writing the prospective owner that such notice was given and that the owners of the property are subject to the liabilities provided in this subsection and sections 3 and 4 of this 1986 amendatory and supplementary act. Whoever fails to so advise a prospective owner prior to the execution of the contract of sale, lease or conveyance is liable to a civil penalty of not less than $2,500.00 or more than $10,000.00 for each offense, and shall also be liable in treble damages, plus attorney fees and costs of suit, for any loss or expenses incurred by a new owner of the property as a result of that failure. The civil penalty prescribed in this subsection shall be collected and enforced by summary proceedings pursuant to "the penalty enforcement law" (*N.J.S. 2A:58-1* et seq.). The Superior Court, Law Division, Special Civil Part, in the county in which the rental premises are located shall have jurisdiction over such proceedings. Process shall be in the nature of a summons or warrant, and shall issue upon the complaint of the Commissioner of the Department of Community Affairs, the Attorney General, or any other person.

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d.If a tenant vacates a dwelling unit after receiving from an owner an eviction notice (1) purporting to compel by law the tenant to vacate the premises for cause or purporting that if the tenant does not vacate the premises, the tenant shall be compelled by law to vacate the premises for cause; and (2) using a cause that is clearly not provided by law or using a cause that is based upon a lease clause which is contrary to law pursuant to section 6 of P.L. 1975, c. 310 (*C. 46:8-48*); and (3) misrepresenting that, under the facts alleged, the tenant would be subject to eviction, the owner shall be liable to the former tenant in a civil action for three times the damages plus the tenant's attorney fees and costs. An owner shall not be liable under this subsection for alleging any cause for eviction which, if proven, would subject the tenant to eviction pursuant to *N.J.S. 2A:18-53* et seq. or P.L. 1974, c. 49 (*C. 2A:18-61.1* et seq.).

In any action under this section the court shall, in addition to damages, award any other appropriate legal or equitable relief. For the purposes of P.L. 1974, c. 49 (*C. 2A:18-61.1* et seq.), the term "owner" includes, but is not limited to, lessee, successor owner and lessee, and other successors in interest.

e.An owner shall not be liable for damages pursuant to this section or section 6 of this 1986 amendatory and supplementary act or subject to a more restrictive local ordinance adopted pursuant to section 8 of this 1986 amendatory and supplementary act if:

(1) Title to the premises was transferred to that owner by means of a foreclosure sale, execution sale or bankruptcy sale; and

(2) Prior to the foreclosure sale, execution sale or bankruptcy sale, the former tenant vacated the premises after receiving eviction notice from the former owner pursuant to subsection g.(1) or h. of section 2 of P.L. 1974, c. 49 (*C. 2A:18-61.1*); and

(3) The former owner retains no financial interest, direct or indirect, in the premises. The term "former owner" shall include, but not be limited to, any officer or board member of a corporation which was the former owner and any holder of more than 5% equity interest in any incorporated or unincorporated business entity that was the former owner; and

(4) The former tenant is provided notice and rights in accordance with the provisions of section 6 of this 1986 amendatory and supplementary act.

History

L. 1975, c. 311, § 3, eff. Feb. 19, 1976; Amended by L. 1986, c. 138, § 5, eff. Oct. 29, 1986.

Annotations

Research References & Practice Aids

Cross References:

Comparable housing; offer of rental; stay of eviction; alternative compensation; senior citizens and disabled protected tenancy period, see *2A:18-61.11*.

Rights of former tenants, see *2A:18-61.1e*.

Local ordinances permitted, see *2A:18-61.1f*.

Unlawful entry prohibited, see *2A:39-1*.

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Notice to tenants, protection from eviction, see *2A:50-70*.

Inducing tenant to vacate property prohibited, see *2A:50-71*.

Qualifications for grants, see *52:27D-373*.

Administrative Code:

N.J.A.C. 5:24-1.2 (2013), CHAPTER CONDOMINIUM, FEE SIMPLE AND COOPERATIVE CONVERSION AND MOBILE HOME PARK RETIREMENT, Procedures; definitions.

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N.J. Stat. § 2A:18-61.7

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§ 2A:18-61.7. Definitions.

As used in this act:

a."Comparable housing or park site" means housing that is (1) decent, safe, sanitary, and in compliance with all local and State housing codes; (2) open to all persons regardless of race, creed, national origin, ancestry, marital status, or sex; and (3) provided with facilities equivalent to that provided by the landlord in the dwelling unit or park site in which the tenant then resides in regard to each of the following: (a) apartment size including number of rooms or park site size, (b) rent range, (c) apartment's major kitchen and bathroom facilities, and (d) special facilities necessary for a person with a disability, or a person with an infirmity; (4) located in an area not less desirable than the area in which the tenant then resides in regard to each of the following: (a) accessibility to the tenant's place of employment, (b) accessibility of community and commercial facilities, and (c) environmental quality and conditions; and (5) in accordance with additional reasonable criteria which the tenant has requested in writing at the time of making any request under this act.

b."Condominium" means a condominium as defined in the "Condominium Act," P.L.1969, c.257 (*C.46:8B-1* et seq.).

c."Cooperative" means a housing corporation or association which entitles the holder of a share or membership interest thereof to possess and occupy for dwelling purposes a house, apartment, or other structure owned or leased by said corporation or association, or to lease or purchase a dwelling constructed or to be constructed by said corporation or association.

d."Mobile home park" means any park, including a trailer park or camp, equipped to handle mobile homes sited on a year-round basis.

History

L. 1975, c. 311, 4, eff. Feb. 19, 1976; Amended by L. 1981, c. 8, § 3, eff. Jan. 26, 1981; *2017, c. 131*, § 1, eff. July 21, 2017.

Annotations

Notes

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Amendment Notes

2017 amendment, by Chapter 131, substituted “a person with a disability, or a person with an infirmity” for “the handicapped or infirmed” in a.

Research References & Practice Aids

Cross References:

Rights of former tenants, see *2A:18-61.1e*.

Protected tenancy, qualification, duration, see *2A:18-61.44*.

Determining tenants’ qualifications, see *2A:18-61.47*.

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N.J. Stat. § 2A:18-61.8

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§ 2A:18-61.8. Conversion of multiple dwelling into condominium, cooperative or fee simple ownership; notice to and rights to tenants

Any owner who intends to convert a multiple dwelling as defined in P.L.1967, c. 76 (*C. 55:13A-1* et seq.), other than a hotel or motel, or a mobile home park into a condominium or cooperative, or to fee simple ownership of the several dwelling units or park sites shall give the tenants 60 days' notice of his intention to convert and the full plan of the conversion prior to serving notice, provided for in section 3 of P.L.1974, c. 49 (*C. 2A:18-61.2*). A duplicate of the first such 60-day notice and full plan shall be transmitted to the clerk of the municipality at the same time. In the notice of intention to convert tenants shall be notified of their right to purchase ownership in the premises at a specified price in accordance with this section, and their other rights as tenants under this act in relation to the conversion of a building or park to a condominium, cooperative or fee simple ownership. A tenant in occupancy at the time of the notice of intention to convert shall have the exclusive right to purchase his unit, the shares of stock allocated thereto or the park site, as the case may be, for the first 90 days after such notice that such purchase could be made during which time the unit or site shall not be shown to a third party unless the tenant has in writing waived the right to purchase.

History

L. 1975, c. 311, § 5, eff. Feb. 19, 1976; Amended by L. 1981, c. 8, § 4, eff. Jan. 26, 1981.

Annotations

LexisNexis® Notes

Case Notes

Civil Procedure: Justiciability: Standing: General Overview

Real Property Law: Common Interest Communities: Condominiums: General Overview

Real Property Law: Common Interest Communities: Condominiums: Leases

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Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Real Property Law: Landlord & Tenant: Rent Regulation: General Overview

Civil Procedure: Justiciability: Standing: General Overview

Because compliance with certain express requirements of the Anti-Eviction Act, including the requirement of N.J. Stat. Ann. § 2A:18-61.8 that a tenant be given notice of his or her right to purchase ownership in the premises at a specified price, was a jurisdictional prerequisite to the institution of a summary dispossess action, defendant tenants had standing to claim that the landlord violated the act without showing that they were adversely affect by the alleged violations in that the tenants had no intention to purchase their units. *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

Real Property Law: Common Interest Communities: Condominiums: General Overview

Where the tenant received his notice of termination on the 60th day after receiving the notice of intent to convert, the mandate of N.J. Stat. Ann. § 2A:18-61.8 that a landlord intending to convert was required to give the tenants 60 days' notice of his intention to convert along with the full plan of the conversion before serving the notice of eviction was satisfied. *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

Because nothing in N.J. Stat. Ann. § 2A:18-61.8 precluded incorporation by reference of other documents in a notice of intention, a landlord's attaching an exhibit, which contained the price at which the landlord was offering sale of an apartment unit to a tenant, to the notice of intention, satisfied the statutory requirement of informing the tenants of their right to purchase their units. *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

Because compliance with certain express requirements of the Anti-Eviction Act, including the requirement of N.J. Stat. Ann. § 2A:18-61.8 that a tenant be given notice of his or her right to purchase ownership in the premises at a specified price, was a jurisdictional prerequisite to the institution of a summary dispossess action, defendant tenants had standing to claim that the landlord violated the act without showing that they were adversely affect by the alleged violations in that the tenants had no intention to purchase their units. *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

Where there was no proof that tenants were given the purchase price of their unit in a building being converted from rentals to a condominium building, and where the notices required were not given, pursuant to N.J. Stat. Ann. § 2A:18-61.8, no valid action for eviction could progress. *Amato v. Pelligrini, 246 N.J. Super. 34, 586 A.2d 856, 1990 N.J. Super. LEXIS 410 (Law Div. 1990)*, overruled, *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

Trial court properly dismissed the landlords' complaint for summary dispossession on the ground that the landlords had failed to give the tenant a copy of their condominium conversion plan in accordance with N.J. Stat. Ann. § 2A:18-61.8, which was a prerequisite to dispossession, and to explain to him the consequences of a decision not to exercise the option to convert; although the landlords had given the tenant a notice to quit and waited for three years to institute dispossession proceedings, the landlords' failure to comply with § 2A:18-61.8 permitted the tenant

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to remain in the apartment as a tenant. *Riotto v. Van Houten, 235 N.J. Super. 177, 561 A.2d 1168, 1989 N.J. Super. LEXIS 309 (App.Div. 1989)*.

Landlord who offered a tenant an insider discount to purchase the unit they were living in where the building was going from a rental building to a condominium building, and then implied in agreement that the tenant could remain a tenant indefinitely failed to comply with N.J. Stat. Ann. § *2A:18-61.8* requiring that the tenant receive condominium conversion notice and documents. *Riotto v. Van Houten, 235 N.J. Super. 177, 561 A.2d 1168, 1989 N.J. Super. LEXIS 309 (App.Div. 1989)*.

Landlord who did not comply with the notice provisions required by N.J. Stat. Ann. § *2A:18-61.8* of intent to convert to condominium ownership by serving the tenant with notice of intent by certified mail, and if unclaimed, then by regular mail, could not have the tenant evicted. *Riotto v. Van Houten, 235 N.J. Super. 162, 561 A.2d 691, 1988 N.J. Super. LEXIS 520 (Law Div. 1988)*.

Where an owner converted an apartment to a condominium and had given the tenant notice of his right to purchase under N.J. Stat. Ann. § *2A:18-61.8*, the court affirmed the denial of the tenant's grant for an additional one-year stay and the dissolution of the stay of execution of a warrant of removal; because the tenant had elected not to purchase, the owner was entitled to waive the tenant's rent as hardship relocation compensation, rather than find comparable housing for the tenant. *Mountain Management Corp. v. Hinnant, 201 N.J. Super. 45, 492 A.2d 693, 1985 N.J. Super. LEXIS 1291 (App.Div. 1985)*.

Real Property Law: Common Interest Communities: Condominiums: Leases

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession on only sixty-days' notice because the landlord failed to give the tenant the notice required by *N.J.S.A. 2A:18-61.9* at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction. *Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

Where the tenant received his notice of termination on the 60th day after receiving the notice of intent to convert, the mandate of N.J. Stat. Ann. § *2A:18-61.8* that a landlord intending to convert was required to give the tenants 60 days' notice of his intention to convert along with the full plan of the conversion before serving the notice of eviction was satisfied. *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

Because compliance with certain express requirements of the Anti-Eviction Act, including the requirement of N.J. Stat. Ann. § *2A:18-61.8* that a tenant be given notice of his or her right to purchase ownership in the premises at a specified price, was a jurisdictional prerequisite to the institution of a summary dispossess action, defendant tenants had standing to claim that the landlord violated the act without showing that they were adversely affect by the alleged violations in that the tenants had no intention to purchase their units. *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

Where there was no proof that tenants were given the purchase price of their unit in a building being converted from rentals to a condominium building, and where the notices required were not given, pursuant to N.J. Stat. Ann. § *2A:18-61.8*, no valid action for eviction could progress. *Amato v. Pelligrini, 246 N.J. Super. 34, 586 A.2d 856, 1990 N.J. Super. LEXIS 410 (Law Div. 1990)*, overruled, *809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992)*.

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Landlord who did not comply with the notice provisions required by N.J. Stat. Ann. § 2A:18-61.8 of intent to convert to condominium ownership by serving the tenant with notice of intent by certified mail, and if unclaimed, then by regular mail, could not have the tenant evicted. Riotto v. Van Houten, 235 N.J. Super. 162, 561 A.2d 691, 1988 N.J. Super. LEXIS 520 (Law Div. 1988).

Rights accorded a tenant by a municipal rent-leveling ordinance were not abrogated by reason of the conversion of the tenant's apartment to condominium status and sale to a third party of the unit that the tenant occupied prior to the conversion and continued to occupy thereafter under the Anti-Eviction Law, N.J. Stat. Ann. § 2A:18-61.1 et seq. G. D. Management Co. v. Negri, 182 N.J. Super. 409, 442 A.2d 611, 1982 N.J. Super. LEXIS 665 (App.Div. 1982).

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession on only sixty-days' notice because the landlord failed to give the tenant the notice required by N.J.S.A. 2A:18-61.9 at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction. Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995).

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

Where there was no proof that tenants were given the purchase price of their unit in a building being converted from rentals to a condominium building, and where the notices required were not given, pursuant to N.J. Stat. Ann. § 2A:18-61.8, no valid action for eviction could progress. Amato v. Pelligrini, 246 N.J. Super. 34, 586 A.2d 856, 1990 N.J. Super. LEXIS 410 (Law Div. 1990), overruled, 809-811 Washington Street Assoc. v. Grego, 253 N.J. Super. 34, 600 A.2d 1222, 1992 N.J. Super. LEXIS 3 (App.Div. 1992).

Landlord who offered a tenant an insider discount to purchase the unit they were living in where the building was going from a rental building to a condominium building, and then implied in agreement that the tenant could remain a tenant indefinitely failed to comply with N.J. Stat. Ann. § 2A:18-61.8 requiring that the tenant receive condominium conversion notice and documents. Riotto v. Van Houten, 235 N.J. Super. 177, 561 A.2d 1168, 1989 N.J. Super. LEXIS 309 (App.Div. 1989).

Real Property Law: Landlord & Tenant: Rent Regulation: General Overview

Rights accorded a tenant by a municipal rent-leveling ordinance were not abrogated by reason of the conversion of the tenant's apartment to condominium status and sale to a third party of the unit that the tenant occupied prior to the conversion and continued to occupy thereafter under the Anti-Eviction Law, N.J. Stat. Ann. § 2A:18-61.1 et seq. G. D. Management Co. v. Negri, 182 N.J. Super. 409, 442 A.2d 611, 1982 N.J. Super. LEXIS 665 (App.Div. 1982).

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N.J. Stat. § 2A:18-61.9

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§ 2A:18-61.9. Notice to tenant after master deed or agreement to establish cooperative

Any owner who establishes with a person an initial tenancy after the master deed or agreement establishing the cooperative was recorded shall provide to such person at the time of applying for tenancy and at the time of establishing any rental agreement a separate written statement as follows:

"STATEMENT

THIS BUILDING (PARK) IS BEING CONVERTED TO OR IS A CONDOMINIUM OR COOPERATIVE (OR FEE SIMPLE OWNERSHIP OF THE SEVERAL DWELLING UNITS OR PARK SITES). YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS' NOTICE IF YOUR APARTMENT (PARK SITE) IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS."

The parenthesized words shall be omitted or substituted for preceding words where appropriate. Such statement shall also be reproduced as the first clause in any written lease provided to such person.

History

L. 1975, c. 311, § 6, eff. Feb. 19, 1976; Amended by L. 1981, c. 8, § 5, eff. Jan. 26, 1981.

Annotations

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Case Notes

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Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: Summary Eviction

Civil Procedure: Jurisdiction: Subject Matter Jurisdiction: Jurisdiction Over Actions: General Overview

The special notice required by N.J. Stat. Ann. § 2A:18-61.9 and the jurisdictional impact of such notice, applies, by its terms, to N.J. Stat. Ann. § 2A:18-61.1(l)(1), and, by its absence, not to N.J. Stat. Ann. § 2A:18-61.1(l)(2), and N.J. Admin. Code tit. 5, § 24-1.9 does not extend the notice requirement to N.J. Stat. Ann. § 2A:18-61.1(l)(2); thus, the trial court erred in dismissing plaintiff landlord's dispossession action against defendant tenant based on the landlord's failure to comply with the notice provision. 224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.), certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Civil Procedure: Dismissals: Involuntary Dismissals: General Overview

The special notice required by N.J. Stat. Ann. § 2A:18-61.9 and the jurisdictional impact of such notice, applies, by its terms, to N.J. Stat. Ann. § 2A:18-61.1(l)(1), and, by its absence, not to N.J. Stat. Ann. § 2A:18-61.1(l)(2), and N.J. Admin. Code tit. 5, § 24-1.9 does not extend the notice requirement to N.J. Stat. Ann. § 2A:18-61.1(l)(2); thus, the trial court erred in dismissing plaintiff landlord's dispossession action against defendant tenant based on the landlord's failure to comply with the notice provision. 224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.), certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Real Property Law: Common Interest Communities: Condominiums: General Overview

Ownership of three or less condominium or residential units is substantially different from ownership of a larger and more expansive development, and this is the basis of the distinction between N.J. Stat. Ann. § 2A:18-61.1(l)(1) and (2) of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to N.J. Stat. Ann. § 2A:18-61.12, regarding notice of eviction under N.J. Stat. Ann. § 2A:18-61.9. This treatment of lesser and greater owners is consistent with similar treatments under the Truth in Renting Law, N.J. Stat. Ann. § 46:8-44, and the Landlord Registration Act, N.J. Stat. Ann. § 46:8-27. 224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.), certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

In distinguishing between "the owner of a building" and "the owner of three or less units" in N.J. Stat. Ann. § 2A:18-61.1(l)(1) and (2) of the Anti-Eviction Act, N.J. Stat. Ann. § 2A:18-61.1 to N.J. Stat. Ann. § 2A:18-61.12, the Legislature established a different requirement for the latter by mandating less stringent standards for eviction, which were based on the number of units owned or extant in the building. N.J. Stat. Ann. § 2A:18-61.1(l)(2) and (3), which refer to owners of three or less condominium units and owners of buildings with three or less residential units, respectively, are both silent as to the statutory notice requirement of N.J. Stat. Ann. § 2A:18-61.9, in contrast to N.J. Stat. Ann. § 2A:18-61.1(l). 224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.), certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

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61.1(l)(2). 224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 788 A.2d 296, 2002 N.J. Super. LEXIS 12 (App.Div.), certif. denied, *172 N.J. 179, 796 A.2d 896, 2002 N.J. LEXIS 655 (N.J. 2002)*.

Real Property Law: Common Interest Communities: Condominiums: Formation

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party failed to comply with the requirements of the Anti-Eviction Act, N.J.S.A. 2A:18-61.1, et seq., by failing to provide written notice in the form required by N.J.S.A. 2A:18-61.9; by failing to demonstrate that the condominium would be sold to an owner-occupant; and by failing to present evidence that the apartment building was a condominium or evidence of when the master deed was filed. Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995).

Real Property Law: Common Interest Communities: Condominiums: Leases

Landlord who sought to evict a tenant of an apartment, which was originally constructed as an intended condominium unit, through a summary dispossess action and to convey the condominium unit under a contract of sale to a third party could not obtain a judgment for possession on only sixty-days' notice because the landlord failed to give the tenant the notice required by N.J.S.A. 2A:18-61.9 at the inception of the tenancy; failure to give the tenant the required notice barred the court from entering a judgment for dispossession under the provisions for sixty-day notice of eviction. Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995).

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Owner of an apartment originally constructed as an intended condominium unit is required to give a new tenant the formal notice specified in N.J.S.A. 2A:18-61.9 even though the apartment building is not a conversion from a preexisting apartment use. Vander Sterre Bros. Constr. v. Keating, 284 N.J. Super. 433, 665 A.2d 779, 1995 N.J. Super. LEXIS 497 (App.Div. 1995).

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

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Research References & Practice Aids

Cross References:

Grounds for removal of tenants, see 2A:18-61.1.

PRACTICE GUIDES & TREATISES:

New Jersey Transaction Guide § *130.20* et seq. Creation of Condominiums

New Jersey Transaction Guide § *130.50* et seq. Conversion to Condominium Status

PRACTICE FORMS:

7-130 New Jersey Transaction Guide § *130.233*, Notice for Tenancy Beginning After Conversion

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N.J. Stat. § 2A:18-61.10

This section is current through New Jersey 218th Second Annual Session, L. 2019, c. 375 (except c. 363, 366-368), and J.R. 22

LexisNexis® New Jersey Annotated Statutes > Title 2A. Administration of Civil and Criminal Justice (Subts. 1 — 12) > Subtitle 4. Civil Actions (Chs. 15 — 18) > Chapter 18. Superior Court, Law Division, Special Civil Part (Arts. 1 — 12) > Article 9. Proceedings Between Landlord and Tenant (§§ 2A:18-51 — 2A:18-61.67)

§ 2A:18-61.10. Removal of tenant to allow conversion to cooperative or condominium; moving expense compensation

Any tenant receiving notice under section 3 g. of P.L.1974, c. 49 who is not evicted for any cause under this act other than under section 3 g. shall receive from the owner moving expense compensation of waiver of payment of 1 month's rent.

History

L. 1975, c. 311, § 7, eff. Feb. 19, 1976.

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Real Property Law: Landlord & Tenant: Rent Regulation: Rent Control Statutes

Civil Procedure: Remedies: Writs: General Overview

Tenant's complaint in lieu of prerogative writs was properly dismissed by a trial court with regard to her challenge of her landlord's eviction of her from a building that was converted to an owner-occupied, four-family dwelling that was previously a rent controlled premises as the conversion exempted the building under the language of the local rent leveling ordinance. The ordinance provided the tenant protections that were at least coextensive with the protections of New Jersey's Anti-Eviction Act, N.J. Stat. Ann. §§ *2A:18-61.1* to -61.12, but neither the ordinance nor the Anti-Eviction Act implicitly created vested rights of a pre-conversion tenant beyond its explicit terms and, as to the latter point, the Superior Court of New Jersey disagreed with the contrary holding of *Surace v. Papachristou, 244 N.J. Super. 70 (App. Div. 1990)* and disapproved of the contrary holding in *Chambers v. Nunez, 217 N.J.*

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Super. 202 (Law Div. 1986). *Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009)*.

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N.J. Stat. § 2A:18-61.11

This section is current through New Jersey 218th Second Annual Session, L. 2019, c. 375 (except c. 363, 366-368), and J.R. 22

LexisNexis® New Jersey Annotated Statutes > Title 2A. Administration of Civil and Criminal Justice (Subts. 1 — 12) > Subtitle 4. Civil Actions (Chs. 15 — 18) > Chapter 18. Superior Court, Law Division, Special Civil Part (Arts. 1 — 12) > Article 9. Proceedings Between Landlord and Tenant (§§ 2A:18-51 — 2A:18-61.67)

§ 2A:18-61.11. Comparable housing; offer of rental; stay of eviction; alternative compensation; senior citizens and disabled protected tenancy period

a.Tenants receiving notice under section 3 g. of P.L.1974, c. 49 may request of the landlord within 18 full months after receipt of such notice, and the landlord shall offer to the tenant, personally or through an agent, the rental of comparable housing or park site and a reasonable opportunity to examine and rent such comparable housing or park site. In any proceeding under subsection 2 k. of P.L.1974, c. 49 instituted following the expiration of notice required under section 3 g. of P.L.1974, c. 49, the owner shall prove that a tenant was offered such comparable housing or park site and provided such reasonable opportunity to examine and rent such housing or park site as requested pursuant to this section. The court shall authorize 1-year stays of eviction with reasonable rent increases until such time as the court is satisfied that the tenant has been offered comparable housing or park site and provided a reasonable opportunity to examine and rent such housing or park site as requested pursuant to this section. However, in no case shall more than five such stays be granted.

b.The court shall automatically renew any 1-year stay of eviction in any case where the landlord failed to allege to the court within 1 year of a prior stay that the tenant was offered a reasonable opportunity to examine and rent comparable housing or park site within such prior year.

c.However the court shall not authorize any further stays at any time after one such stay has been authorized when the owner has also provided a tenant with hardship relocation compensation of waiver of payment of 5 months' rent.

d.On or after the effective date of the "Senior Citizens and Disabled Protected Tenancy Act," P.L. 1981, c. 226 (*C. 2A:18-61.22* et seq.), notwithstanding the provisions of subsection a. of this section, where the court has jurisdiction pursuant to that subsection, whether by virtue of the authorization by the court of a stay of eviction or by virtue of any other proceedings required or instituted pursuant to P.L.1974, c. 49 (*C. 2A:18-61.1* et seq.) or P.L.1975, c. 311 (*C. 2A:18-61.6* et seq.), or in any action for declaratory judgment, the court may invoke some or all of the provisions of the "Senior Citizens and Disabled Protected Tenancy Act" and grant to a tenant, pursuant to that amendatory and supplementary act, a protected tenancy period upon the court's determination that:

(1) The tenant would otherwise qualify as a senior citizen tenant or disabled tenant pursuant to that amendatory and supplementary act, except that the building or structure in which the dwelling unit is located was converted prior to the effective date of that amendatory and supplementary act; and

(2) The granting of the protected tenancy period as applied to the tenant, giving particular consideration to whether a unit was sold on or before the date that the amendatory and supplementary act takes effect to a bona fide individual purchaser who intended personally to occupy the unit, would not be violative of concepts of fundamental fairness or due process. Where a court declines to grant a protected tenancy status, it shall nevertheless order such hardships stays as authorized by subsections

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a. and b. of this section until comparable relocation housing is provided. The hardship relocation compensation alternative of subsection c. of this section shall not be applicable in this situation.

History

L. 1975, c. 311, § 8, eff. Feb. 19, 1976; Amended by L. 1981, c. 8, § 6, eff. Jan. 26, 1981; L. 1981, c. 226, § 14, eff. July 27, 1981.

Annotations

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Tax Law: State & Local Taxes: Real Property Tax: Assessment & Valuation: Assessment Methods & Timing

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Constitutional Law: Congressional Duties & Powers: Contracts Clause: General Overview

Even if plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of § 14 of the New Jersey Senior Citizens and Disabled Protected Tenancy Act, N.J. Stat. Ann. § 2A:18-61.11(d), had shown a substantial impairment of a contractual relationship, the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, the State of New Jersey had justified it by showing a broad, reasonable, remedial purpose in protecting the mental and physical health of citizens who could suffer greatly by evictions. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § 2A:18-61.1(k), but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § 2A:18-61.2(g), no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § 2A:18-61.11(a), (c), the grace period before eviction could, in effect, be extended from three to eight years. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

In an action by plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of the New Jersey Senior Citizens and Disabled Protected Tenancy Act (Tenancy Act), because § 14 of the Tenancy Act, N.J. Stat. Ann. § 2A:18-61.11(d), simply enlarged the terms of a statutory tenancy already created by the New Jersey Anti-Eviction Act, the property owners failed to satisfy the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, of showing a substantial impairment of a contractual relationship. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

Contracts Law: Defenses: Public Policy Violations

Agreement and consent judgment that contravened public policy by including a waiver of some of the tenant conversion protections granted by the N.J. Stat. Ann. § 2A:18-61.1 were void and unenforceable as against public policy where tenant had waived the notice requirements of N.J. Stat. Ann. § 2A:18-61.2 and the right to automatic renewals pursuant to N.J. Stat. Ann. § 2A:18-61.11(b). Sacks Realty Co. v. Shore, 317 N.J. Super. 258, 721 A.2d 1011, 1998 N.J. Super. LEXIS 520 (App.Div. 1998).

Governments: State & Territorial Governments: Police Power

Retroactive application of the statutory scheme of the Senior Citizens and Disabled Protected Tenancy Act, N.J. Stat. Ann. 2A:18-61.11(d), was a reasonable exercise of the State's police powers and was not violative of the owners' freedom of contract. Edgewater Inv. Associates v. Edgewater, 201 N.J. Super. 267, 493 A.2d 11, 1985 N.J. Super. LEXIS 1255 (App.Div. 1985), aff'd, 103 N.J. 227, 510 A.2d 1178, 1986 N.J. LEXIS 964 (N.J. 1986).

Real Property Law: Common Interest Communities: Condominiums: General Overview

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Upon receipt of notice from the landlord of intent to convert to condominium ownership, N.J. Stat. Ann. § 2A:18-61.11(a) authorized a tenant to request comparable housing within 18 months after a notice to quit and demand for

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possession was served on him or lose the right. *Riotto v. Van Houten, 235 N.J. Super. 162, 561 A.2d 691, 1988 N.J. Super. LEXIS 520 (Law Div. 1988)*.

Where landlord complied with all of the statutory requirements for a condominium conversion, but no comparable housing was offered to tenants, the judgment of possession was stayed for one year and this stay was automatically renewed for another year because the one-year stay expired without the landlord alleging that comparable housing had been offered or that compensation was provided. *Pyramid Inv. v. Leon, 212 N.J. Super. 494, 515 A.2d 808, 1985 N.J. Super. LEXIS 1678 (Law Div. 1985)*.

Pursuant to N.J. Stat. Ann. § *2A:18-61.11*, the tenant could elect between waiving rent or finding comparable housing; the tenant could remain five years while the owner sought to find comparable housing or could remain one year to find substitute housing if the owner furnishes moving expenses and hardship relocation expenses. *Mountain Management Corp. v. Hinnant, 201 N.J. Super. 45, 492 A.2d 693, 1985 N.J. Super. LEXIS 1291 (App.Div. 1985)*.

Tenant's rent-controlled apartment was being converted to a condominium, and the landlord provided proper notices to defendant of his right to purchase the unit; pursuant to N.J. Stat. Ann. § *2A:18-61.11(c)*, the landlord notified the tenant that in lieu of providing comparable housing, it had elected to provide the tenant with hardship relocation compensation of waiver of payment of 5 months' rent; the court held that no more than one stay of eviction was allowed when the tenant provided hardship relocation compensation. *Mountain Management Corp. v. Hinnant, 200 N.J. Super. 129, 490 A.2d 381, 1984 N.J. Super. LEXIS 1309 (Law Div. 1984)*, aff'd, *201 N.J. Super. 45, 492 A.2d 693, 1985 N.J. Super. LEXIS 1291 (App.Div. 1985)*.

Retroactive provision of the Senior Citizens and Disabled Protected Tenancy Act, N.J. Stat. Ann. § *2A:18-61.11(d)(1)*, did not violate the impairment contract provisions of the U.S. Const. art. 1, § 10 and was not a taking of property for public use without just compensation under *U.S. Const. amend. XIV*. *Edgewater Inv. Associates v. Edgewater, 201 N.J. Super. 286, 493 A.2d 21, 1984 N.J. Super. LEXIS 1327 (Ch.Div. 1984)*, aff'd in part and rev'd in part, *201 N.J. Super. 267, 493 A.2d 11, 1985 N.J. Super. LEXIS 1255 (App.Div. 1985)*.

Even if plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of § 14 of the New Jersey Senior Citizens and Disabled Protected Tenancy Act, N.J. Stat. Ann. § *2A:18-61.11(d)*, had shown a substantial impairment of a contractual relationship, the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, the State of New Jersey had justified it by showing a broad, reasonable, remedial purpose in protecting the mental and physical health of citizens who could suffer greatly by evictions. *Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984)*.

One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § *2A:18-61.1(k)*, but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § *2A:18-61.2(g)*, no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § *2A:18-61.11(a)*, (c), the grace period before eviction could, in effect, be extended from three to eight years. *Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984)*.

In an action by plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of the New Jersey Senior Citizens and Disabled Protected Tenancy Act (Tenancy Act), because § 14 of the Tenancy Act, N.J. Stat. Ann. § *2A:18-61.11(d)*, simply enlarged the terms of a statutory tenancy already created by the New Jersey Anti-Eviction Act, the property owners failed to satisfy the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, of showing a substantial impairment of a contractual relationship. *Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984)*.

Under *N.J. Stat. Ann. 2A:18-61.11* of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § *2A:18-61.1* et seq., a tenant whose apartment building was being converted into condominiums was not required to accept comparable

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housing offered by the new owner of her apartment. *Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979)*.

Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview

In a landlord's action for possession under N.J. Stat. Ann. § *2A:18-61.1* for the purpose of converting an apartment building into a condominium complex, the tenants' one-year stay of eviction on a warrant of removal was continued because the landlord failed to grant the tenants a proper hardship relocation compensation or give them adequate notice of waiver of rent as required by both N.J. Stat. Ann. § *2A:18-61.11(c)* and N.J. Admin. Code tit. 5, § 24-1.7(c). *Daskel Investors, Inc. v. Rosenbloom, 244 N.J. Super. 393, 582 A.2d 854, 1990 N.J. Super. LEXIS 397 (Law Div. 1990)*.

Upon receipt of notice from the landlord of intent to convert to condominium ownership, N.J. Stat. Ann. § *2A:18-61.11(a)* authorized a tenant to request comparable housing within 18 months after a notice to quit and demand for possession was served on him or lose the right. *Riotto v. Van Houten, 235 N.J. Super. 162, 561 A.2d 691, 1988 N.J. Super. LEXIS 520 (Law Div. 1988)*.

Where landlord complied with all of the statutory requirements for a condominium conversion, but no comparable housing was offered to tenants, the judgment of possession was stayed for one year and this stay was automatically renewed for another year because the one-year stay expired without the landlord alleging that comparable housing had been offered or that compensation was provided. *Pyramid Inv. v. Leon, 212 N.J. Super. 494, 515 A.2d 808, 1985 N.J. Super. LEXIS 1678 (Law Div. 1985)*.

Tenant's rent-controlled apartment was being converted to a condominium, and the landlord provided proper notices to defendant of his right to purchase the unit; pursuant to N.J. Stat. Ann. § *2A:18-61.11(c)*, the landlord notified the tenant that in lieu of providing comparable housing, it had elected to provide the tenant with hardship relocation compensation of waiver of payment of 5 months' rent; the court held that no more than one stay of eviction was allowed when the tenant provided hardship relocation compensation. *Mountain Management Corp. v. Hinnant, 200 N.J. Super. 129, 490 A.2d 381, 1984 N.J. Super. LEXIS 1309 (Law Div. 1984)*, aff'd, *201 N.J. Super. 45, 492 A.2d 693, 1985 N.J. Super. LEXIS 1291 (App.Div. 1985)*.

Senior Citizens and Disabled Protected Tenancy Act, N.J. Stat. Ann. § *2A:18-61.11(d)*, was intended to protect senior citizens on fixed limited incomes who would not be able to afford to live elsewhere should they be evicted from their rental units as a result of a conversion of said unit to a condominium or cooperative, and where the senior citizen sought to be evicted was 82-years of age, had been widowed for the past 26 years, and at the time that the apartment was being converted to condominiums, the senior citizen had in excess of $ 200,000 in assets, but the senior citizen was not, interested in buying the apartment as offered by the plan for $ 26,000, the senior citizen was not within the class of persons the statute sought to protect. *Radin v. Bartolomei, 195 N.J. Super. 626, 481 A.2d 313, 1984 N.J. Super. LEXIS 1111 (Law Div. 1984)*.

N.J. Stat. Ann. § *2A:18-61.11(d)* provides New Jersey courts discretionary authority to recognize a protected tenancy status for certain senior citizens and disabled persons who could otherwise have been evicted under the Anti-Eviction Act on three-year's notice plus tender of comparable rental housing or hardship relocation compensation. *Radin v. Bartolomei, 195 N.J. Super. 626, 481 A.2d 313, 1984 N.J. Super. LEXIS 1111 (Law Div. 1984)*.

Even if plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of § 14 of the New Jersey Senior Citizens and Disabled Protected Tenancy Act, N.J. Stat. Ann. § *2A:18-61.11(d)*, had shown a substantial impairment of a contractual relationship, the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, the State of New Jersey had justified it by showing a broad, reasonable, remedial purpose in protecting the mental and physical health of citizens who could suffer greatly by evictions. *Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984)*.

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One of the evictions authorized by the New Jersey Anti-Eviction Act was a conversion by an owner from rental housing to condominium form of ownership, N.J. Stat. Ann. § 2A:18-61.1(k), but eviction for that purpose required that the owner satisfy several conditions, including that the owner must have served a notice of termination three years before the institution of any action for eviction, and, pursuant to N.J. Stat. Ann. § 2A:18-61.2(g), no action could be instituted until the existing lease expired; combined with N.J. Stat. Ann. § 2A:18-61.11(a), (c), the grace period before eviction could, in effect, be extended from three to eight years. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

In an action by plaintiff property owners seeking declaratory and injunctive relief as to retroactive enforcement of the New Jersey Senior Citizens and Disabled Protected Tenancy Act (Tenancy Act), because § 14 of the Tenancy Act, N.J. Stat. Ann. § 2A:18-61.11(d), simply enlarged the terms of a statutory tenancy already created by the New Jersey Anti-Eviction Act, the property owners failed to satisfy the threshold requirement under the contracts clause, U.S. Const. art. I, § 10, of showing a substantial impairment of a contractual relationship. Troy, Ltd. v. Renna, 727 F.2d 287, 1984 U.S. App. LEXIS 25937 (3d Cir. N.J. 1984).

Under N.J. Stat. Ann. 2A:18-61.11 of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § 2A:18-61.1 et seq., a tenant whose apartment building was being converted into condominiums was not required to accept comparable housing offered by the new owner of her apartment. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

Real Property Law: Landlord & Tenant: Lease Agreements: Residential Leases

In a landlord's action for possession under N.J. Stat. Ann. § 2A:18-61.1 for the purpose of converting an apartment building into a condominium complex, the tenants' one-year stay of eviction on a warrant of removal was continued because the landlord failed to grant the tenants a proper hardship relocation compensation or give them adequate notice of waiver of rent as required by both N.J. Stat. Ann. § 2A:18-61.11(c) and N.J. Admin. Code tit. 5, § 24-1.7(c). Daskel Investors, Inc. v. Rosenbloom, 244 N.J. Super. 393, 582 A.2d 854, 1990 N.J. Super. LEXIS 397 (Law Div. 1990).

Retroactive provision of the Senior Citizens and Disabled Protected Tenancy Act, N.J. Stat. Ann. § 2A:18-61.11(d)(1), did not violate the impairment contract provisions of the U.S. Const. art. 1, § 10 and was not a taking of property for public use without just compensation under U.S. Const. amend. XIV. Edgewater Inv. Associates v. Edgewater, 201 N.J. Super. 286, 493 A.2d 21, 1984 N.J. Super. LEXIS 1327 (Ch.Div. 1984), aff'd in part and rev'd in part, 201 N.J. Super. 267, 493 A.2d 11, 1985 N.J. Super. LEXIS 1255 (App.Div. 1985).

Under N.J. Stat. Ann. 2A:18-61.11 of the New Jersey Eviction for Cause Law, N.J. Stat. Ann. § 2A:18-61.1 et seq., a tenant whose apartment building was being converted into condominiums was not required to accept comparable housing offered by the new owner of her apartment. Fishman v. Pollack, 165 N.J. Super. 235, 397 A.2d 1144, 1979 N.J. Super. LEXIS 555 (Law Div. 1979).

Real Property Law: Landlord & Tenant: Rent Regulation: Rent Control Statutes

Tenant's complaint in lieu of prerogative writs was properly dismissed by a trial court with regard to her challenge of her landlord's eviction of her from a building that was converted to an owner-occupied, four-family dwelling that was previously a rent controlled premises as the conversion exempted the building under the language of the local rent leveling ordinance. The ordinance provided the tenant protections that were at least coextensive with the protections of New Jersey's Anti-Eviction Act, N.J. Stat. Ann. §§ 2A:18-61.1 to -61.12, but neither the ordinance nor the Anti-Eviction Act implicitly created vested rights of a pre-conversion tenant beyond its explicit terms and, as to the latter point, the Superior Court of New Jersey disagreed with the contrary holding of Surace v. Papachristou, 244 N.J. Super. 70 (App. Div. 1990) and disapproved of the contrary holding in Chambers v. Nunez, 217 N.J.

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Super. 202 (Law Div. 1986). *Osoria v. West New York Rent Control Bd., 410 N.J. Super. 437, 982 A.2d 1185, 2009 N.J. Super. LEXIS 238 (App.Div. 2009)*.

Tax Law: State & Local Taxes: Real Property Tax: Assessment & Valuation: Assessment Methods & Timing

In an action contesting assessments under the New Jersey Condominium Act on apartments converted to condominiums, the value of each unit was to be determined by using cash equivalency principles using a 10 percent interest rate offered to buyers who were not tenants, pursuant to N.J. Stat. Ann. § *2A:18-61.2* and N.J. Stat. Ann. § *2A:18-61.11*, at conversion; the court ordered the parties to submit computations showing the true value of each property and views on the applicability of N.J. Stat. Ann. § *54:51A-6* to each unit. *Presidential Towers v. Passaic, 6 N.J. Tax 406, 1984 N.J. Tax LEXIS 46 (Tax Ct. Apr. 4, 1984)*, aff'd, *7 N.J. Tax 655, 1985 N.J. Tax LEXIS 50 (App.Div. Feb. 4, 1985)*.

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