

# New Jersey



## Landlord - Tenant Laws Complete Guide



# New Jersey Landlord-Tenant Laws: Complete Guide

## Your Comprehensive Legal Reference

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### Introduction

This comprehensive guide provides a complete overview of New Jersey's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

### How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

**Important:** This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in New Jersey.

# Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

## **Security Deposit Maximum:**

**What This Means:** Landlords cannot charge more than 1.5X one month's rent for a security deposit. The amount collected annually as additional security cannot be greater than 10 percent of the current security deposit.

## **Legal Statute:**

An owner or lessee may not require more than a sum equal to 1 1/2 times 1 month's rental according to the terms of contract, lease, or agreement as a security for the use or rental of real property used for dwelling purposes. Whenever an owner or lessee collects from a tenant an additional amount of security deposit, the amount collected annually as additional security shall not be greater than 10 percent of the current security deposit.

N.J.S. § 46:8-21.2

Amended by L. 2003, c. 188, s. 5, eff. 1/1/2004.

L.1971, c.223, s.4, eff. June 21, 1971.

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## **Security Deposit Interest:**

**What This Means:** Interest on deposit or pre-paid rent is required. It remains the financial property of the tenant and shall be paid to the tenant in cash, or credited toward rent due, on the renewal or anniversary of tenant's lease or, if notified in writing before the anniversary, on January 31st of the calendar year.

## **Legal Statute:**

Whenever money or other form of security shall be deposited or advanced on a contract, lease or license agreement for the use or rental of real property as security for performance of the contract, lease or agreement or to be applied to payments upon such contract, lease or agreement when due, such money or other form of security, until repaid or so applied including the tenant's portion of the interest or earnings accumulated thereon as hereinafter provided, shall continue to be the property of the person making such deposit or advance and shall be held in trust by the person with whom such deposit or advance shall be made for the use in accordance with the terms of the contract, lease or agreement and shall not be mingled with the personal property or become an asset of the person receiving the same. The person receiving money so deposited or advanced shall:

a. (1) Invest that money in shares of an insured money market fund established by an investment company based in this State and registered under the "Investment Company Act of 1940," 54 Stat. 789 (15 U.S.C.s. 80a-1 et seq.) whose shares are registered under the "Securities Act of 1933," 48 Stat. 74 (15 U.S.C.s. 77a. et seq.) and the only investments of which fund are instruments maturing in one year or less, or (2) deposit that money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an account bearing a variable rate of interest, which shall be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company described in paragraph (1) of this subsection. This subsection shall not apply to persons receiving money for less than 10 rental units except where required by the Commissioner of Banking and Insurance by rule or regulation. The commissioner shall apply the provisions of this subsection to some or all persons receiving money for less than 10 rental units where the commissioner finds that it is practicable to deposit or invest the money received with an investment company or State or federally chartered bank, savings bank or savings and loan association in accordance with this subsection. Except as expressly provided herein, nothing in this subsection shall affect or modify the rights or obligations of persons receiving money for rental premises or units, tenants, licensees or contractees under any other law.

b. Persons not required to invest or deposit money in accordance with subsection a. of this section shall deposit such money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an account bearing interest at the rate currently paid by such institutions and associations on time or savings deposits.

c. The person investing the security deposit pursuant to subsection a. or b. of this section shall notify in writing each of the persons making such security deposit or advance, giving the name and address of the investment company, State or federally chartered bank, savings bank or savings and loan association in which the deposit or investment of security money is made, the type of account in which the security deposit is deposited or invested, the current rate of interest for that account, and the amount of such deposit or investment, in accordance with the following: (1) within 30 days of the receipt of the security deposit from the tenant; (2) within 30 days of moving the deposit from one depository institution or fund to another, except in the case of a merger of institutions or funds, then within 30 days of the date the person investing the security deposit receives notice of that merger, or from one account to another account, if the change in the account or institution occurs more than 60 days prior to the annual interest payment; (3) within 30 days after the effective date of P.L. 2003, c. 188(C.46:8-21.4 et al.); (4) at the time of each annual interest payment; and (5) within 30 days after the transfer or conveyance of ownership or control of the property pursuant to section 2 of P.L. 1967, c.265 (C.46:8-20). All of the money so deposited or advanced may be deposited or invested by the person receiving the same in one interest-bearing or dividend yielding account as long as he complies with all the other requirements of this act. The interest or earnings paid thereon by the investment company, State or federally chartered bank, savings bank or savings and loan

association, shall belong to the person making the deposit or advance and shall be paid to the tenant in cash, or be credited toward the payment of rent due on the renewal or anniversary of said tenant's lease or on January 31, if the tenant has been given written notice after the effective date of P.L. 2003, c. 188 and before the next anniversary of the tenant's lease, that subsequent interest payments will be made on January 31 of each year. If the person receiving a security deposit fails to invest or deposit the security money in the manner required under this section or to provide the notice or pay the interest to the tenant as required under this subsection, the tenant may give written notice to that person that such security money plus an amount representing interest at the rate of seven percent per annum be applied on account of rent payment or payments due or to become due from the tenant, and thereafter the tenant shall be without obligation to make any further security deposit and the person receiving the money so deposited shall not be entitled to make further demand for a security deposit. However, in the case of a failure by the person receiving the security deposit to pay the annual interest or to provide the annual notice at the time of the annual interest payment, if the annual notice is not also serving as a notice of change of account or institution, before the tenant may apply the security deposit plus interest on account of the rent payment or payments due or to become due on the part of the tenant, the tenant shall first give that person a written notice of his failure and shall allow that person 30 days from the mailing date or hand delivery of this notice to comply with the annual interest payment or annual notice, or both.

d. The provisions of this section requiring that the security advanced be deposited or invested in a money market fund, or in an interest bearing account in a State or federally chartered bank, savings bank or savings and loan association shall not apply to any security advanced on a contract, lease or license agreement for the seasonal use or rental of real property. For purposes of this paragraph \"seasonal use or rental\" means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. \"Seasonal use or rental\" does not mean use or rental of living quarters for seasonal, temporary or migrant farm workers in connection with any work or place where work is being performed. The landlord shall have the burden of proving that the use or rental of the residential property is seasonal.

N.J.S. § 46:8-19

Amended by L. 2003, c. 188, s. 1, eff. 1/1/2004.

L.1967, c.265, s.1; amended 1971, c.223, s.1; 1973, c.195; 1979, c.28, s.1; 1985, c.42, s.1; 1990, c.100; 1997 c. 310.

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### **Separate Security Deposit Bank Account:**

**What This Means:** All money from a security deposit must be deposited or invested in one interest-bearing or dividend-yielding account as long as all other statutory requirements are

followed, and it cannot be co-mingled with the landlord's personal property. See statute for provisions relating to landlords owning 10 or more units.

**Legal Statute:**

Whenever money or other form of security shall be deposited or advanced on a contract, lease or license agreement for the use or rental of real property as security for performance of the contract, lease or agreement or to be applied to payments upon such contract, lease or agreement when due, such money or other form of security, until repaid or so applied including the tenant's portion of the interest or earnings accumulated thereon as hereinafter provided, shall continue to be the property of the person making such deposit or advance and shall be held in trust by the person with whom such deposit or advance shall be made for the use in accordance with the terms of the contract, lease or agreement and shall not be mingled with the personal property or become an asset of the person receiving the same. The person receiving money so deposited or advanced shall:

a. (1) Invest that money in shares of an insured money market fund established by an investment company based in this State and registered under the "Investment Company Act of 1940," 54 Stat. 789 (15 U.S.C.s. 80a-1 et seq.) whose shares are registered under the "Securities Act of 1933," 48 Stat. 74 (15 U.S.C.s. 77a. et seq.) and the only investments of which fund are instruments maturing in one year or less, or (2) deposit that money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an account bearing a variable rate of interest, which shall be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company described in paragraph (1) of this subsection. This subsection shall not apply to persons receiving money for less than 10 rental units except where required by the Commissioner of Banking and Insurance by rule or regulation. The commissioner shall apply the provisions of this subsection to some or all persons receiving money for less than 10 rental units where the commissioner finds that it is practicable to deposit or invest the money received with an investment company or State or federally chartered bank, savings bank or savings and loan association in accordance with this subsection. Except as expressly provided herein, nothing in this subsection shall affect or modify the rights or obligations of persons receiving money for rental premises or units, tenants, licensees or contractees under any other law.

b. Persons not required to invest or deposit money in accordance with subsection a. of this section shall deposit such money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an account bearing interest at the rate currently paid by such institutions and associations on time or savings deposits.

c. The person investing the security deposit pursuant to subsection a. or b. of this section shall notify in writing each of the persons making such security deposit or advance, giving the name and address of the investment company, State or federally chartered bank, savings bank or

savings and loan association in which the deposit or investment of security money is made, the type of account in which the security deposit is deposited or invested, the current rate of interest for that account, and the amount of such deposit or investment, in accordance with the following: (1) within 30 days of the receipt of the security deposit from the tenant; (2) within 30 days of moving the deposit from one depository institution or fund to another, except in the case of a merger of institutions or funds, then within 30 days of the date the person investing the security deposit receives notice of that merger, or from one account to another account, if the change in the account or institution occurs more than 60 days prior to the annual interest payment; (3) within 30 days after the effective date of P.L. 2003, c. 188(C.46:8-21.4 et al.); (4) at the time of each annual interest payment; and (5) within 30 days after the transfer or conveyance of ownership or control of the property pursuant to section 2 of P.L. 1967, c.265 (C.46:8-20). All of the money so deposited or advanced may be deposited or invested by the person receiving the same in one interest-bearing or dividend yielding account as long as he complies with all the other requirements of this act. The interest or earnings paid thereon by the investment company, State or federally chartered bank, savings bank or savings and loan association, shall belong to the person making the deposit or advance and shall be paid to the tenant in cash, or be credited toward the payment of rent due on the renewal or anniversary of said tenant's lease or on January 31, if the tenant has been given written notice after the effective date of P.L. 2003, c. 188 and before the next anniversary of the tenant's lease, that subsequent interest payments will be made on January 31 of each year. If the person receiving a security deposit fails to invest or deposit the security money in the manner required under this section or to provide the notice or pay the interest to the tenant as required under this subsection, the tenant may give written notice to that person that such security money plus an amount representing interest at the rate of seven percent per annum be applied on account of rent payment or payments due or to become due from the tenant, and thereafter the tenant shall be without obligation to make any further security deposit and the person receiving the money so deposited shall not be entitled to make further demand for a security deposit. However, in the case of a failure by the person receiving the security deposit to pay the annual interest or to provide the annual notice at the time of the annual interest payment, if the annual notice is not also serving as a notice of change of account or institution, before the tenant may apply the security deposit plus interest on account of the rent payment or payments due or to become due on the part of the tenant, the tenant shall first give that person a written notice of his failure and shall allow that person 30 days from the mailing date or hand delivery of this notice to comply with the annual interest payment or annual notice, or both.

d. The provisions of this section requiring that the security advanced be deposited or invested in a money market fund, or in an interest bearing account in a State or federally chartered bank, savings bank or savings and loan association shall not apply to any security advanced on a contract, lease or license agreement for the seasonal use or rental of real property. For purposes of this paragraph \"seasonal use or rental\" means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. \"Seasonal use or rental\" does not mean use or rental of living quarters for seasonal, temporary or migrant farm workers in connection with any work or place where

work is being performed. The landlord shall have the burden of proving that the use or rental of the residential property is seasonal.

N.J.S. § 46:8-19

Amended by L. 2003, c. 188, s. 1, eff. 1/1/2004.

L.1967, c.265, s.1; amended 1971, c.223, s.1; 1973, c.195; 1979, c.28, s.1; 1985, c.42, s.1; 1990, c.100; 1997 c. 310.

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### **Non-refundable fees:**

**What This Means:** No statute.

### **Legal Statute:**

No content available

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### **Pet Deposits and Additional Fees:**

**What This Means:** No statute, but additional fees cannot exceed 1.5X one month's rent.

### **Legal Statute:**

An owner or lessee may not require more than a sum equal to 1 1/2 times 1 month's rental according to the terms of contract, lease, or agreement as a security for the use or rental of real property used for dwelling purposes. Whenever an owner or lessee collects from a tenant an additional amount of security deposit, the amount collected annually as additional security shall not be greater than 10 percent of the current security deposit.

N.J.S. § 46:8-21.2

Amended by L. 2003, c. 188, s. 5, eff. 1/1/2004.

L.1971, c.223, s.4, eff. June 21, 1971.

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### **Deadline for Returning Security Deposit:**

**What This Means:** Landlords are required to return security deposits plus any interest earned during the term within thirty (30) days of the lease termination. See statute for provisions relating to certain situations that may affect the return deadline.

## **Legal Statute:**

Within 30 days after the termination of the tenant's lease or licensee's agreement, the owner or lessee shall return by personal delivery, registered or certified mail the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of a contract, lease, or agreement, to the tenant or licensee, or, in the case of a lease terminated pursuant to P.L. 1971, c.318 (C.46:8-9.1), the executor or administrator of the estate of the tenant or licensee or the surviving spouse of the tenant or licensee so terminating the lease. The interest or earnings and any such deductions shall be itemized and the tenant, licensee, executor, administrator or surviving spouse notified thereof by personal delivery, registered or certified mail. Notwithstanding the provisions of this or any other section of law to the contrary, no deductions shall be made from a security deposit of a tenant who remains in possession of the rental premises.

Within five business days after:

- a. the tenant is caused to be displaced by fire, flood, condemnation, or evacuation, and
- b. an authorized public official posts the premises with a notice prohibiting occupancy; or
- c. any building inspector, in consultation with a relocation officer, where applicable, has certified within 48 hours that displacement is expected to continue longer than seven days and has so notified the owner or lessee in writing, the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of displacement.

Within 15 business days after a lease terminates as described in section 3 of P.L. 2008, c. 111(C.46:8-9.6), the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand any money or advance of rent deposited as security plus the tenant's portion of the interest or earnings accumulated thereon, including the portion of any money or advance of rent due to a victim of domestic violence terminating a lease pursuant to section 3 of P.L. 2008, c. 111(C.46:8-9.6), less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of the lease termination. Such net sum shall continue to be available to be returned upon demand during normal business hours for a period of 30 days at a location in the same municipality in which the subject leased property is located and shall be accompanied by an itemized statement of the interest or earnings and any deductions. The owner or lessee may, by mutual agreement with the municipal clerk, have the municipal clerk of the municipality in which the subject leased property is located return said net sum in the same manner. Within three business days after receiving notification of the displacement, the owner or lessee shall provide written notice to a displaced tenant by personal delivery or mail to the tenant's last known address.

In the event that a lease terminates as described in section 3 of P.L. 2008, c. 111(C.46:8-9.6), within three business days after the termination, the owner or lessee shall provide written notice to the victim of domestic violence by personal delivery or mail to the tenant's last known address. Such notice shall include, but not be limited to, the location at which and the hours and days during which said net sum shall be available to him. The owner or lessee shall provide a duplicate notice in the same manner to the relocation officer. Where a relocation officer has not been designated, the duplicate notice shall be provided to the municipal clerk. When the last known address of the tenant is that from which he was displaced and the mailbox of that address is not accessible during normal business hours, the owner or lessee shall also post such notice at each exterior public entrance of the property from which the tenant was displaced. Notwithstanding the provisions of P.L. 1963, c.73 (C.47:1A-1 et seq.), or any other law to the contrary, the municipal clerk, and any designee, agent or employee of the municipal clerk, shall not knowingly disclose or otherwise make available personal information about any victim of domestic violence that the clerk or any designee, agent or employee has obtained pursuant to the procedures described in section 3 of P.L. 1971, c.223 (C.46:8-21.1).

Any such net sum not demanded by and returned to the tenant or the tenant's designated agent within the period of 30 days shall be redeposited or reinvested by the owner or lessee in an appropriate interest bearing or dividend yielding account in the same investment company, State or federally chartered bank, savings bank or savings and loan association from which it was withdrawn. In the event that said displaced tenant resumes occupancy of the premises, said tenant shall redeliver to the owner or lessee one-third of the security deposit immediately, one-third in 30 days and one-third 60 days from the date of reoccupancy. Upon the failure of said tenant to make such payments of the security deposit, the owner or lessee may institute legal action for possession of the premises in the same manner that is authorized for nonpayment of rent.

The Commissioner of Community Affairs, the Attorney General, or any State entity which made deposits on behalf of a tenant may impose a civil penalty against an owner or lessee who has willfully and intentionally withheld deposits in violation of section 1 of P.L. 1967, c.265 (C.46:8-19), when the deposits were made by or on behalf of a tenant who has received financial assistance through any State or federal program, including welfare or rental assistance. An owner or lessee of a tenant on whose behalf deposits were made by a State entity and who has willfully and intentionally withheld such deposits in violation of this section shall be liable for a civil penalty of not less than \$500 or more than \$2,000 for each offense. The penalty prescribed in this paragraph shall be collected and enforced by summary proceedings pursuant to the "Penalty Enforcement Law of 1999," P.L. 1999, c. 274(C.2A:58-10 et seq.). The State entity which made such deposits on behalf of a tenant shall be entitled to any penalty amounts recovered pursuant to such proceedings.

In any action by a tenant, licensee, executor, administrator or surviving spouse, or other person acting on behalf of a tenant, licensee, executor, administrator or surviving spouse, for the return of moneys due under this section, the court upon finding for the tenant, licensee, executor, administrator or surviving spouse shall award recovery of double the amount of said moneys, together with full costs of any action and, in the court's discretion, reasonable attorney's fees.

N.J.S. § 46:8-21.1

Amended by L. 2010, c. 34,s. 11, eff. 6/29/2010.

Amended by L. 2008, c. 111,s. 9, eff. 12/4/2008.

Amended by L. 2007, c. 9,s. 2, eff. 1/24/2007.

Amended by L. 2003, c. 188, s. 4, eff. 1/1/2004.

L.1971, c.223, s.3, eff. June 21, 1971; amended by L.1974, c.151, s.1, eff. Nov. 11, 1974;  
L.1979, c.115, s.1, eff. June 28, 1979; L.1985, c.42, s.4, eff. Aug. 1, 1985; L.1985, c.317, s.1,  
eff. Aug. 28, 1985.

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### **Permitted Uses of the Deposit:**

**What This Means:** No statue, though typically all or a portion of the deposit can be used for damages incurred by noncompliance of the tenant.

### **Legal Statute:**

No content available

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### **Require Written Description/Itemized List of Damages and Charges:**

**What This Means:** Tenant must be notified by personal delivery, registered, or certified mail of the interest or earnings on the deposit minus any itemized deductions and cost of each deduction.

### **Legal Statute:**

Within 30 days after the termination of the tenant's lease or licensee's agreement, the owner or lessee shall return by personal delivery, registered or certified mail the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of a contract, lease, or agreement, to the tenant or licensee, or, in the case of a lease terminated pursuant to P.L. 1971, c.318 (C.46:8-9.1), the executor or administrator of the estate of the tenant or licensee or the surviving spouse of the tenant or licensee so terminating the lease. The interest or earnings and any such deductions shall be itemized and the tenant, licensee, executor, administrator or surviving spouse notified thereof by personal delivery, registered or certified mail. Notwithstanding the provisions of this or any other section of law to the contrary, no deductions shall be made from a security deposit of a tenant who remains in possession of the rental premises.

Within five business days after:

- a. the tenant is caused to be displaced by fire, flood, condemnation, or evacuation, and
- b. an authorized public official posts the premises with a notice prohibiting occupancy; or
- c. any building inspector, in consultation with a relocation officer, where applicable, has certified within 48 hours that displacement is expected to continue longer than seven days and has so notified the owner or lessee in writing, the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of displacement.

Within 15 business days after a lease terminates as described in section 3 of P.L. 2008, c. 111(C.46:8-9.6), the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand any money or advance of rent deposited as security plus the tenant's portion of the interest or earnings accumulated thereon, including the portion of any money or advance of rent due to a victim of domestic violence terminating a lease pursuant to section 3 of P.L. 2008, c. 111(C.46:8-9.6), less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of the lease termination. Such net sum shall continue to be available to be returned upon demand during normal business hours for a period of 30 days at a location in the same municipality in which the subject leased property is located and shall be accompanied by an itemized statement of the interest or earnings and any deductions. The owner or lessee may, by mutual agreement with the municipal clerk, have the municipal clerk of the municipality in which the subject leased property is located return said net sum in the same manner. Within three business days after receiving notification of the displacement, the owner or lessee shall provide written notice to a displaced tenant by personal delivery or mail to the tenant's last known address.

In the event that a lease terminates as described in section 3 of P.L. 2008, c. 111(C.46:8-9.6), within three business days after the termination, the owner or lessee shall provide written notice to the victim of domestic violence by personal delivery or mail to the tenant's last known address. Such notice shall include, but not be limited to, the location at which and the hours and days during which said net sum shall be available to him. The owner or lessee shall provide a duplicate notice in the same manner to the relocation officer. Where a relocation officer has not been designated, the duplicate notice shall be provided to the municipal clerk. When the last known address of the tenant is that from which he was displaced and the mailbox of that address is not accessible during normal business hours, the owner or lessee shall also post such notice at each exterior public entrance of the property from which the tenant was displaced. Notwithstanding the provisions of P.L. 1963, c.73 (C.47:1A-1 et seq.), or any other law to the contrary, the municipal clerk, and any designee, agent or employee of the municipal clerk, shall not knowingly disclose or otherwise make available personal information about any

victim of domestic violence that the clerk or any designee, agent or employee has obtained pursuant to the procedures described in section 3 of P.L. 1971, c.223 (C.46:8-21.1).

Any such net sum not demanded by and returned to the tenant or the tenant's designated agent within the period of 30 days shall be redeposited or reinvested by the owner or lessee in an appropriate interest bearing or dividend yielding account in the same investment company, State or federally chartered bank, savings bank or savings and loan association from which it was withdrawn. In the event that said displaced tenant resumes occupancy of the premises, said tenant shall redeliver to the owner or lessee one-third of the security deposit immediately, one-third in 30 days and one-third 60 days from the date of reoccupancy. Upon the failure of said tenant to make such payments of the security deposit, the owner or lessee may institute legal action for possession of the premises in the same manner that is authorized for nonpayment of rent.

The Commissioner of Community Affairs, the Attorney General, or any State entity which made deposits on behalf of a tenant may impose a civil penalty against an owner or lessee who has willfully and intentionally withheld deposits in violation of section 1 of P.L. 1967, c.265 (C.46:8-19), when the deposits were made by or on behalf of a tenant who has received financial assistance through any State or federal program, including welfare or rental assistance. An owner or lessee of a tenant on whose behalf deposits were made by a State entity and who has willfully and intentionally withheld such deposits in violation of this section shall be liable for a civil penalty of not less than \$500 or more than \$2,000 for each offense. The penalty prescribed in this paragraph shall be collected and enforced by summary proceedings pursuant to the "Penalty Enforcement Law of 1999," P.L. 1999, c. 274(C.2A:58-10 et seq.). The State entity which made such deposits on behalf of a tenant shall be entitled to any penalty amounts recovered pursuant to such proceedings.

In any action by a tenant, licensee, executor, administrator or surviving spouse, or other person acting on behalf of a tenant, licensee, executor, administrator or surviving spouse, for the return of moneys due under this section, the court upon finding for the tenant, licensee, executor, administrator or surviving spouse shall award recovery of double the amount of said moneys, together with full costs of any action and, in the court's discretion, reasonable attorney's fees.

N.J.S. § 46:8-21.1

Amended by L. 2010, c. 34,s. 11, eff. 6/29/2010.

Amended by L. 2008, c. 111,s. 9, eff. 12/4/2008.

Amended by L. 2007, c. 9,s. 2, eff. 1/24/2007.

Amended by L. 2003, c. 188, s. 4, eff. 1/1/2004.

L.1971, c.223, s.3, eff. June 21, 1971; amended by L.1974, c.151, s.1, eff. Nov. 11, 1974; L.1979, c.115, s.1, eff. June 28, 1979; L.1985, c.42, s.4, eff. Aug. 1, 1985; L.1985, c.317, s.1, eff. Aug. 28, 1985.

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## Receipt of Security Deposit:

**What This Means:** Landlord must notify the tenant in writing within thirty (30) days of deposit to which financial institution the deposit is being held, the current interest rate, and the amount of the deposit. If the deposit is ever moved, a 30-day notice must be provided. Annual interest payments must be recorded, as well as a thirty (30) day notice if the property is sold.

## Legal Statute:

Whenever money or other form of security shall be deposited or advanced on a contract, lease or license agreement for the use or rental of real property as security for performance of the contract, lease or agreement or to be applied to payments upon such contract, lease or agreement when due, such money or other form of security, until repaid or so applied including the tenant's portion of the interest or earnings accumulated thereon as hereinafter provided, shall continue to be the property of the person making such deposit or advance and shall be held in trust by the person with whom such deposit or advance shall be made for the use in accordance with the terms of the contract, lease or agreement and shall not be mingled with the personal property or become an asset of the person receiving the same. The person receiving money so deposited or advanced shall:

a. (1) Invest that money in shares of an insured money market fund established by an investment company based in this State and registered under the "Investment Company Act of 1940," 54 Stat. 789 (15 U.S.C.s. 80a-1 et seq.) whose shares are registered under the "Securities Act of 1933," 48 Stat. 74 (15 U.S.C.s. 77a. et seq.) and the only investments of which fund are instruments maturing in one year or less, or (2) deposit that money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an account bearing a variable rate of interest, which shall be established at least quarterly, which is similar to the average rate of interest on active interest-bearing money market transaction accounts paid by the bank or association, or equal to similar accounts of an investment company described in paragraph (1) of this subsection. This subsection shall not apply to persons receiving money for less than 10 rental units except where required by the Commissioner of Banking and Insurance by rule or regulation. The commissioner shall apply the provisions of this subsection to some or all persons receiving money for less than 10 rental units where the commissioner finds that it is practicable to deposit or invest the money received with an investment company or State or federally chartered bank, savings bank or savings and loan association in accordance with this subsection. Except as expressly provided herein, nothing in this subsection shall affect or modify the rights or obligations of persons receiving money for rental premises or units, tenants, licensees or contractees under any other law.

b. Persons not required to invest or deposit money in accordance with subsection a. of this section shall deposit such money in a State or federally chartered bank, savings bank or savings and loan association in this State insured by an agency of the federal government in an

account bearing interest at the rate currently paid by such institutions and associations on time or savings deposits.

c. The person investing the security deposit pursuant to subsection a. or b. of this section shall notify in writing each of the persons making such security deposit or advance, giving the name and address of the investment company, State or federally chartered bank, savings bank or savings and loan association in which the deposit or investment of security money is made, the type of account in which the security deposit is deposited or invested, the current rate of interest for that account, and the amount of such deposit or investment, in accordance with the following: (1) within 30 days of the receipt of the security deposit from the tenant; (2) within 30 days of moving the deposit from one depository institution or fund to another, except in the case of a merger of institutions or funds, then within 30 days of the date the person investing the security deposit receives notice of that merger, or from one account to another account, if the change in the account or institution occurs more than 60 days prior to the annual interest payment; (3) within 30 days after the effective date of P.L. 2003, c. 188(C.46:8-21.4 et al.); (4) at the time of each annual interest payment; and (5) within 30 days after the transfer or conveyance of ownership or control of the property pursuant to section 2 of P.L. 1967, c.265 (C.46:8-20). All of the money so deposited or advanced may be deposited or invested by the person receiving the same in one interest-bearing or dividend yielding account as long as he complies with all the other requirements of this act. The interest or earnings paid thereon by the investment company, State or federally chartered bank, savings bank or savings and loan association, shall belong to the person making the deposit or advance and shall be paid to the tenant in cash, or be credited toward the payment of rent due on the renewal or anniversary of said tenant's lease or on January 31, if the tenant has been given written notice after the effective date of P.L. 2003, c. 188 and before the next anniversary of the tenant's lease, that subsequent interest payments will be made on January 31 of each year. If the person receiving a security deposit fails to invest or deposit the security money in the manner required under this section or to provide the notice or pay the interest to the tenant as required under this subsection, the tenant may give written notice to that person that such security money plus an amount representing interest at the rate of seven percent per annum be applied on account of rent payment or payments due or to become due from the tenant, and thereafter the tenant shall be without obligation to make any further security deposit and the person receiving the money so deposited shall not be entitled to make further demand for a security deposit. However, in the case of a failure by the person receiving the security deposit to pay the annual interest or to provide the annual notice at the time of the annual interest payment, if the annual notice is not also serving as a notice of change of account or institution, before the tenant may apply the security deposit plus interest on account of the rent payment or payments due or to become due on the part of the tenant, the tenant shall first give that person a written notice of his failure and shall allow that person 30 days from the mailing date or hand delivery of this notice to comply with the annual interest payment or annual notice, or both.

d. The provisions of this section requiring that the security advanced be deposited or invested in a money market fund, or in an interest bearing account in a State or federally chartered bank, savings bank or savings and loan association shall not apply to any security advanced on a

contract, lease or license agreement for the seasonal use or rental of real property. For purposes of this paragraph \"seasonal use or rental\" means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. \"Seasonal use or rental\" does not mean use or rental of living quarters for seasonal, temporary or migrant farm workers in connection with any work or place where work is being performed. The landlord shall have the burden of proving that the use or rental of the residential property is seasonal.

N.J.S. § 46:8-19

Amended by L. 2003, c. 188, s. 1, eff. 1/1/2004.

L.1967, c.265, s.1; amended 1971, c.223, s.1; 1973, c.195; 1979, c.28, s.1; 1985, c.42, s.1; 1990, c.100; 1997 c. 310.

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### **Record Keeping of Deposit Withholdings:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

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### **Failure to Comply:**

**What This Means:** If a landlord is found in non-compliance of the rental agreement terms, the tenant can be awarded up to two times (2X) the amount of said dollar amount plus any attorney costs.

#### **Legal Statute:**

Within 30 days after the termination of the tenant's lease or licensee's agreement, the owner or lessee shall return by personal delivery, registered or certified mail the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of a contract, lease, or agreement, to the tenant or licensee, or, in the case of a lease terminated pursuant to P.L. 1971, c.318 (C.46:8-9.1), the executor or administrator of the estate of the tenant or licensee or the surviving spouse of the tenant or licensee so terminating the lease. The interest or earnings and any such deductions shall be itemized and the tenant, licensee, executor, administrator or surviving spouse notified thereof by personal delivery, registered or certified mail. Notwithstanding the provisions of this or any other section of law to the contrary, no deductions shall be made from a security deposit of a tenant who remains in possession of the rental premises.

Within five business days after:

- a. the tenant is caused to be displaced by fire, flood, condemnation, or evacuation, and
- b. an authorized public official posts the premises with a notice prohibiting occupancy; or
- c. any building inspector, in consultation with a relocation officer, where applicable, has certified within 48 hours that displacement is expected to continue longer than seven days and has so notified the owner or lessee in writing, the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand the sum so deposited plus the tenant's portion of the interest or earnings accumulated thereon, less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of displacement.

Within 15 business days after a lease terminates as described in section 3 of P.L. 2008, c. 111(C.46:8-9.6), the owner or lessee shall have available and return to the tenant or the tenant's designated agent upon his demand any money or advance of rent deposited as security plus the tenant's portion of the interest or earnings accumulated thereon, including the portion of any money or advance of rent due to a victim of domestic violence terminating a lease pursuant to section 3 of P.L. 2008, c. 111(C.46:8-9.6), less any charges expended in accordance with the terms of the contract, lease or agreement and less any rent due and owing at the time of the lease termination. Such net sum shall continue to be available to be returned upon demand during normal business hours for a period of 30 days at a location in the same municipality in which the subject leased property is located and shall be accompanied by an itemized statement of the interest or earnings and any deductions. The owner or lessee may, by mutual agreement with the municipal clerk, have the municipal clerk of the municipality in which the subject leased property is located return said net sum in the same manner. Within three business days after receiving notification of the displacement, the owner or lessee shall provide written notice to a displaced tenant by personal delivery or mail to the tenant's last known address.

In the event that a lease terminates as described in section 3 of P.L. 2008, c. 111(C.46:8-9.6), within three business days after the termination, the owner or lessee shall provide written notice to the victim of domestic violence by personal delivery or mail to the tenant's last known address. Such notice shall include, but not be limited to, the location at which and the hours and days during which said net sum shall be available to him. The owner or lessee shall provide a duplicate notice in the same manner to the relocation officer. Where a relocation officer has not been designated, the duplicate notice shall be provided to the municipal clerk. When the last known address of the tenant is that from which he was displaced and the mailbox of that address is not accessible during normal business hours, the owner or lessee shall also post such notice at each exterior public entrance of the property from which the tenant was displaced. Notwithstanding the provisions of P.L. 1963, c.73 (C.47:1A-1 et seq.), or any other law to the contrary, the municipal clerk, and any designee, agent or employee of the municipal clerk, shall not knowingly disclose or otherwise make available personal information about any

victim of domestic violence that the clerk or any designee, agent or employee has obtained pursuant to the procedures described in section 3 of P.L. 1971, c.223 (C.46:8-21.1).

Any such net sum not demanded by and returned to the tenant or the tenant's designated agent within the period of 30 days shall be redeposited or reinvested by the owner or lessee in an appropriate interest bearing or dividend yielding account in the same investment company, State or federally chartered bank, savings bank or savings and loan association from which it was withdrawn. In the event that said displaced tenant resumes occupancy of the premises, said tenant shall redeliver to the owner or lessee one-third of the security deposit immediately, one-third in 30 days and one-third 60 days from the date of reoccupancy. Upon the failure of said tenant to make such payments of the security deposit, the owner or lessee may institute legal action for possession of the premises in the same manner that is authorized for nonpayment of rent.

The Commissioner of Community Affairs, the Attorney General, or any State entity which made deposits on behalf of a tenant may impose a civil penalty against an owner or lessee who has willfully and intentionally withheld deposits in violation of section 1 of P.L. 1967, c.265 (C.46:8-19), when the deposits were made by or on behalf of a tenant who has received financial assistance through any State or federal program, including welfare or rental assistance. An owner or lessee of a tenant on whose behalf deposits were made by a State entity and who has willfully and intentionally withheld such deposits in violation of this section shall be liable for a civil penalty of not less than \$500 or more than \$2,000 for each offense. The penalty prescribed in this paragraph shall be collected and enforced by summary proceedings pursuant to the "Penalty Enforcement Law of 1999," P.L. 1999, c. 274(C.2A:58-10 et seq.). The State entity which made such deposits on behalf of a tenant shall be entitled to any penalty amounts recovered pursuant to such proceedings.

In any action by a tenant, licensee, executor, administrator or surviving spouse, or other person acting on behalf of a tenant, licensee, executor, administrator or surviving spouse, for the return of moneys due under this section, the court upon finding for the tenant, licensee, executor, administrator or surviving spouse shall award recovery of double the amount of said moneys, together with full costs of any action and, in the court's discretion, reasonable attorney's fees.

N.J.S. § 46:8-21.1

Amended by L. 2010, c. 34,s. 11, eff. 6/29/2010.

Amended by L. 2008, c. 111,s. 9, eff. 12/4/2008.

Amended by L. 2007, c. 9,s. 2, eff. 1/24/2007.

Amended by L. 2003, c. 188, s. 4, eff. 1/1/2004.

L.1971, c.223, s.3, eff. June 21, 1971; amended by L.1974, c.151, s.1, eff. Nov. 11, 1974; L.1979, c.115, s.1, eff. June 28, 1979; L.1985, c.42, s.4, eff. Aug. 1, 1985; L.1985, c.317, s.1, eff. Aug. 28, 1985.

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## Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

### **Rent is Due:**

**What This Means:** Rent is due as it is stated in the rental agreement.

### **Legal Statute:**

No content available

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### **Rent Increase Notice:**

**What This Means:** Landlords must provide a notice to quit and notification of the rent increase as agreed to in the lease, but at least thirty (30) days prior to the scheduled increase, unless stipulated by a rent controlled ordinance.

### **Legal Statute:**

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

### **RENT INCREASE BULLETIN**

February 2008

This bulletin explains the process that a landlord must follow in order to increase a tenant's rent. This process may be based on rent control ordinances in specific municipalities; for rental units that are not governed by rent control ordinances the process is based on common law, which is set by common practice and case law. This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

### **Applicability**

The information in this bulletin applies to all residential rental properties including mobile homes, and land in a mobile home park. However, it does not apply to hotels and motels, and other guesthouses rented to transient or seasonal tenants.

### **Notice Required**

Before the landlord can increase the rent he must provide the tenant with a written Notice to Quit and notice of the rent increase. (See Attachment A, Sample notice.) The Notice to Quit ends the existing tenancy. However, being served with a Notice to Quit does not require the tenant to vacate the rental premises.

The landlord must give notice within the timeframe stipulated within the lease (at least 30 days) or as stipulated within the local rent control ordinance, if any. If the tenancy is month-to-month the landlord must give a 30-day notice to Quit (given on the first day the rent is due).

Note: The Security deposit can be increased when the rent is increased but cannot exceed 1 ½ times the monthly rent.

#### When the Landlord May Increase the Rent

The landlord may only increase the rent at the beginning of the term of the lease. The landlord cannot increase the rent while a lease exists. The landlord must offer the tenant the option of entering into a new lease, at the increased rental rate, after the old lease expires. If the tenant does not sign the new lease and does not move at the expiration of the old lease and has been given a valid notice to quit and notice of rent increase, a new tenancy is automatically created at the increased rental rate.

#### Refusal to Pay Rent Increase

If a tenant refuses to pay the rent increase and remains at the rental unit after the old lease expires (establishing new tenancy), the landlord may file a legal action in Superior Court to have the tenant evicted for failure to pay the rent increase. The landlord is not required to give the tenant notice before filing an eviction action for non-payment of the rent increase.

#### Unconscionable Rent Increase

If the tenant refuses to pay the rent because the tenant believes the rent increase is unconscionable or unreasonable, the tenant may withhold a portion of the rent. The tenant may withhold the difference between the old rent rate and the new increased rate. However, the landlord may take the tenant to court based on non-payment of rent increase, if this happens, the tenant may argue to the judge that the increase is unconscionable. The landlord has the burden of proving to the court that the rent increase is fair and not unconscionable.

Note: If the tenant chooses not to pay the rent increase he should continue to pay the regular rent and be prepared to pay the full amount of the rent increase if the court rules in the landlord's favor.

Determining if a Rent Increase is Unconscionable In *Fromet Properties Inc. v. Dolores Buel*, et al., the court found that in determining unconscionability, the trial judge may consider: 1) the amount of the proposed rent increase; 2) the landlord's expenses and profitability; 3) how the existing and proposed rent compare to rents charged at similar rental properties in the geographic area; 4) the relative bargaining position of the parties; and 5) based on the judge's

general knowledge, whether the rent increase would shock the conscience of a reasonable person.

## Rent Control

The State of New Jersey does not have a law governing rent increases. However, municipalities within the State may adopt ordinances regulating the amount and frequency of rent increases within their specific municipality. A municipality's ordinance may not cover all rental units. To find out if a rent control ordinance exists, and if it applies to a specific rental unit, contact the municipal clerk in the municipality where the rental premises is located. (See Attachment B, Rent Control Survey.)

## Exemption from Rent Control

Pursuant to N.J.S.A . 2A:42-84.2 through 2A:42-84.6, certain newly constructed multiple dwelling units may be exempt from rent control ordinances. Prior to entering into any lease for tenancy, the landlord of an exempt property must notify the prospective tenant that the rental unit is exempt from rent control. (See Attachment C, Newly Constructed Multiple Dwelling Law) Public Financed and Subsidized Housing Housing Developments owned or subsidized by the U.S. Department of Housing and Urban Development (HUD), the New Jersey Housing and Mortgage Finance Agency (HMFA) or regulated by the N.J. Public Housing and Development Authority are not subjected to municipal rent control ordinances.

For proper procedures for notice and comments on rent increase for HUD buildings, call (973) 622-7900, ext. 3400 and (609) 278-7400 for HMFA buildings

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## Late Fees:

**What This Means:** Late fees are permitted, though the provision and terms must be stated in the rental agreement.

## Legal Statute:

No content available

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## Prepaid Rent:

**What This Means:** No statute.

## Legal Statute:

No content available

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## Returned Check Fees:

**What This Means:** Thirty five (35) days after a demand for remedy due to a bad check, landlords can charge \$100 or triple the face amount of the check, whichever is greater. Maximum \$500. See statute.

## Legal Statute:

a. Notwithstanding N.J.S. 2C:21-5, or any other criminal sanction which may apply, any person who makes any check, draft, or order of withdrawal for the payment of money , or authorizes an electronic funds transfer, which is subsequently dishonored for lack of funds or credit to pay, or because the maker does not have an account with the drawee, and who then fails to pay the face amount in cash or by cashier's or certified check within 35 days after the date a demand for payment of dishonored check notice was mailed by or on behalf of a payee by certified mail to the maker's last known address, shall be liable to the payee, in addition to the amount owing upon the check, draft, order, or electronic funds transfer for attorneys' fees, court costs and the costs of mailing the written demand for payment and for damages in an amount equal to \$100 or triple the amount for which the check, draft , order , or electronic funds transfer is drawn or made, whichever is greater. However, damages recovered under this section shall not exceed by more than \$500 the amount of the check, draft, order, or electronic funds transfer.

For purposes of this section, \"date\" means the date indicated on the form registering the demand notice as certified mail.

b. A cause of action under this section may be brought in any court of competent jurisdiction. Prior to the hearing of any action under this section, the defendant may tender to the plaintiff and the plaintiff shall accept as satisfaction of the claim, an amount of money equal to the sum of the face amount of the check, draft, , order , or electronic funds transfer and the incurred attorneys' fees, court costs and costs of mailing the written demand for payment.

c. The written demand for payment required by this section shall be in the following form and shall be printed in both the English and Spanish languages:

DEMAND FOR PAYMENT OF DISHONORED CHECK

DATE:.....

TO:.....

NAME OF MAKER WARNING: YOU MAY BE SUED IF

YOU DO NOT MAKE PAYMENT OF

THE AMOUNT SHOWN ON THIS

NOTICE WITHIN 35 DAYS AFTER

THE DATE THIS NOTICE WAS

MAILED.

.....

.....

.....

LAST KNOWN RESIDENCE ADDRESS OR

PLACE OF BUSINESS

YOUR CHECK/DRAFT/ORDER /ELECTRONIC FUNDS TRANSFER IN THE AMOUNT OF  
\$.....

DATED....., PAYABLE TO THE ORDER OF

..... HAS BEEN DISHONORED BY THE BANK OR

OTHER DEPOSITORY UPON WHICH IT HAS BEEN DRAWN BECAUSE:

THE MAKER HAD NO ACCOUNT WITH SUCH BANK OR DEPOSITORY

THE MAKER HAD INSUFFICIENT FUNDS ON DEPOSIT WITH SUCH BANK OR  
DEPOSITORY

IF YOU DO NOT MAKE PAYMENT WITHIN 35 DAYS AFTER THE DATE THIS NOTICE WAS  
MAILED, YOU MAY BE SUED TO RECOVER PAYMENT. IF A JUDGMENT IS RENDERED  
AGAINST YOU IN COURT, IT WILL INCLUDE NOT ONLY THE ORIGINAL FACE AMOUNT OF  
THE CHECK/DRAFT/ORDER /ELECTRONIC FUNDS TRANSFER, BUT ALSO ADDITIONAL  
LIQUIDATED DAMAGES OF NOT LESS THAN ONE HUNDRED DOLLARS (\$100) NOR  
MORE THAN THE FACE AMOUNT OF THE CHECK/DRAFT/ORDER /ELECTRONIC FUNDS  
TRANSFER PLUS FIVE HUNDRED DOLLARS (\$500).

PLEASE MAKE PAYMENT IN THE AMOUNT OF \$.....TO:

.....

NAME OF PAYEE

.....

.....



.....  
ADDRESS TO WHICH PAYMENT

SHOULD BE DELIVERED

d. If the court or jury determines that the failure of the defendant to satisfy the dishonored check, draft, order, or electronic funds transfer was due to economic hardship, the court or jury may waive all or part of the statutory damages. However, if the court or jury waives all or part of the statutory damages, the court shall render judgment against the defendant in the amount of the dishonored check, draft, order, or electronic funds transfer plus incurred attorneys' fees, court costs and costs of mailing the written demand for payment.

N.J.S. § 2A:32A-1

Amended by L. 2014, c. 46,s. 1, eff. 9/10/2014.L.1993, c.379.

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**Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):**

**What This Means:** If the landlord is in non-compliance of the lease and fails to maintain an inhabitable dwelling, the tenant may withhold all or part of the rent. If the landlord attempts to evict for non-payment, tenant can use the landlord's non-compliance as a defense.

**Legal Statute:**

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

HABITABILITY BULLETIN

Updated September 2022

This bulletin provides basic information about the responsibilities of landlords and tenants for maintaining rental units. Many citizens of the State reside in dwelling units that fail to meet minimum standards of safety and sanitation. Tenants have a right to safe, sanitary and habitable housing in New Jersey. This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

Habitability

Tenants have the right to safe, sanitary and decent housing. Residential leases carry an "implied warranty of habitability." This means that a landlord has a duty to maintain the rental unit and keep it fit for residential purposes throughout the entire term of the lease and that the

landlord must repair damage to vital facilities. The tenant is responsible for maintaining and returning the property to the landlord in the same condition that the tenant received it, except for normal wear and tear.

Note: Where damage has been caused by malicious or abnormal use by the tenant, the tenant is responsible for the repair.

### Reporting housing code violations

All buildings with three or more rental units must comply with the regulations for the Maintenance of Hotels and Multiple Dwellings and must be registered with the Bureau of Housing Inspection. The Bureau of Housing Inspection is the enforcement agency for housing code violations in buildings with three or more rental units. To file a complaint contact the Bureau of Housing Inspection at (609) 633-6227 or [BHIInspections@dca.nj.gov](mailto:BHIInspections@dca.nj.gov). Multiple dwelling units are required to be inspected periodically. One and two unit buildings do not fall under the jurisdiction of the Bureau of Housing Inspection. One and two unit buildings that are not owner-occupied must comply with any applicable local ordinances and must register with the Clerk in the municipality in which the residential property is located. No registration is required for owner occupied two family houses. When the heating equipment in a residential unit fails and the landlord does not take appropriate action after receiving proper notice from the tenant, the local board of health may act as agent for the landlord and order the repairs to fix the equipment. Evictions cannot be filed unless the rental property is registered.

NOTE: THE LOCAL HEALTH AGENCY IN YOUR MUNICIPALITY SHOULD BE CALLED FOR LACK OF HEAT AND HOT WATER. LOCAL AGENCIES RESPONSIBLE FOR HOUSING INSPECTIONS SHOULD BE CALLED FOR UNINHABITABLE STRUCTURAL CONDITIONS.

### Remedies if the landlord fails to maintain the property in a habitable condition

If the landlord does not keep the premises in a habitable condition, a tenant may repair any vital deficiencies and deduct the amount of the repair from the rent. The landlord's failure to maintain the property could also lead to what is called a constructive eviction by the tenant. (See below for explanation) The tenant may seek rent abatement (a reduction in rent) or withhold the rent or a portion of the rent.

Before applying the remedies of repair and deduct, constructive eviction, rent abatement or withholding the rent or a portion of the rent, the following must apply:

1. The defect must be of a \"vital facility.\" Vital facilities are those things necessary to make the rental unit habitable. Examples of defects to vital facilities include: broken toilets, no hot or cold water, lack of heat or electricity or broken windows.
2. The tenant must not have caused the condition.

3. The tenant must have notified the landlord that the deficient condition existed and allowed the landlord adequate time to fix the defect. Notice should be given in writing and by certified mail, return receipt requested.

#### 1. Repair and deduct

Marini v. Ireland , 56 N.J . 130 authorized the self-help remedy of repair and deduct. A tenant may repair vital facilities deficiencies and deduct the amount of the repair from the rent.

#### 2. Constructive eviction

Constructive eviction means that a tenant may break the lease without penalties because the landlord is guilty of neglect or default, which makes the premises unsafe, unfit or unsuitable for occupancy. Reste Realty v. Cooper , 53 N.J . 446, established the foundation for constructive eviction.

If a tenant invokes the remedy of constructive eviction, and the landlord is found to be negligent in maintaining the rental unit, the tenant is entitled to the return of the security deposit and is not responsible for the rent for the balance of the lease or the cost of rerenting the property.

#### 3. Rent abatement (reduction)

Upon entering into a lease, the tenant's promise to pay rent and the landlord's warranty of habitability are dependent. In Berzito v. Gambino , 63 N.J . 460, the court held that a tenant claiming that the landlord did not maintain the property in a habitable condition may initiate an action to recover all or part of the deposit paid when the lease was finalized or all of the rent paid. If the court finds that the landlord did not maintain the property in a habitable condition, the tenant will be charged only with the reasonable rental value of the property in its imperfect condition during the tenancy.

#### 4. Withholding the rent or a portion of the rent

If the landlord breaches his obligation of maintaining the property at an adequate standard of habitability, a tenant may withhold the rent or a portion of the rent to be used as a set-off, because of the deficient condition. If the landlord institutes an eviction proceeding for non-payment of rent, the tenant is entitled to use the landlord's breach of his obligation to provide a habitable residence as a defense and justification for the set-off (deduction of rental payment).

#### 5. Rent Receivership

The law promoting safe and sanitary housing for tenants of substandard dwellings (N.J.S.A . 2A:42-85, et seq.) was enacted after the Berzito decision. The law authorizes tenants in substandard dwelling units to deposit their rents with a court-appointed administrator for use in remedying defective conditions. If there is a difference in the market value of the premises in its defective condition and the amount of rent that the tenant paid to the court administrator, the

tenant may be entitled to a rent abatement and may only be charged the reasonable rental value of the property in its imperfect condition. To use this remedy, a tenant or housing inspector may file a complaint in the court of the municipality in which the property is located.

In the case of *Park Hill Terrace v. Glennon, Mitnick, and Stoff*, 146 N.J. Super. 68, the court held that air conditioning was a part of the original tenancy and that its failure affected the habitability of the premises.

Note: Not every defect or inconvenience is considered a breach of the warranty of habitability. Each case must be judged on its own facts. To avoid eviction, any rent withheld by the tenant should be saved and accessible in case the court requires the tenant to pay the outstanding rent.

In emergency situations created by the landlord or resulting from his negligence, the landlord may be responsible to bear a tenant's expenses in obtaining alternative housing during the emergency. Expenses may be deducted from the rent. However, the expenses must be reasonable.

#### Utility requirements

From October 1st to May 15th, the rental premises shall be maintained at a temperature of at least 68 degrees Fahrenheit between the hours of 6:00 a.m. and 11:00 p.m.; between the hours of 11:00 p.m. and 6:00 a.m. the rental premises shall be maintained at a temperature of at least 65 degrees Fahrenheit. The hot water temperature should be maintained at a minimum of 120 degrees and a maximum of a 160 degrees Fahrenheit.

Utility companies are prohibited from shutting off utilities in tenant-occupied buildings whose owners have failed to make payments, without first notifying the tenant of the impending disconnection. Before disconnecting utility services, the utility company must give the tenant an opportunity to agree to make future payments.

#### Paint requirements

Interior walls, ceilings and other exposed surfaces in rental units must be kept smooth, clean, free of fl

#### **Tenant Allowed to Repair and Deduct Rent:**

**What This Means:** Tenants may repair and deduct rent up to the costs to repair vital habitable necessities.

#### **Legal Statute:**

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

## HABITABILITY BULLETIN

Updated September 2022

This bulletin provides basic information about the responsibilities of landlords and tenants for maintaining rental units. Many citizens of the State reside in dwelling units that fail to meet minimum standards of safety and sanitation. Tenants have a right to safe, sanitary and habitable housing in New Jersey. This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

### Habitability

Tenants have the right to safe, sanitary and decent housing. Residential leases carry an "implied warranty of habitability." This means that a landlord has a duty to maintain the rental unit and keep it fit for residential purposes throughout the entire term of the lease and that the landlord must repair damage to vital facilities. The tenant is responsible for maintaining and returning the property to the landlord in the same condition that the tenant received it, except for normal wear and tear.

Note: Where damage has been caused by malicious or abnormal use by the tenant, the tenant is responsible for the repair.

### Reporting housing code violations

All buildings with three or more rental units must comply with the regulations for the Maintenance of Hotels and Multiple Dwellings and must be registered with the Bureau of Housing Inspection. The Bureau of Housing Inspection is the enforcement agency for housing code violations in buildings with three or more rental units. To file a complaint contact the Bureau of Housing Inspection at (609) 633-6227 or [BHIInspections@dca.nj.gov](mailto:BHIInspections@dca.nj.gov). Multiple dwelling units are required to be inspected periodically. One and two unit buildings do not fall under the jurisdiction of the Bureau of Housing Inspection. One and two unit buildings that are not owner-occupied must comply with any applicable local ordinances and must register with the Clerk in the municipality in which the residential property is located. No registration is required for owner occupied two family houses. When the heating equipment in a residential unit fails and the landlord does not take appropriate action after receiving proper notice from the tenant, the local board of health may act as agent for the landlord and order the repairs to fix the equipment. Evictions cannot be filed unless the rental property is registered.

NOTE: THE LOCAL HEALTH AGENCY IN YOUR MUNICIPALITY SHOULD BE CALLED FOR LACK OF HEAT AND HOT WATER. LOCAL AGENCIES RESPONSIBLE FOR HOUSING INSPECTIONS SHOULD BE CALLED FOR UNINHABITABLE STRUCTURAL CONDITIONS.

Remedies if the landlord fails to maintain the property in a habitable condition

If the landlord does not keep the premises in a habitable condition, a tenant may repair any vital deficiencies and deduct the amount of the repair from the rent. The landlord's failure to maintain the property could also lead to what is called a constructive eviction by the tenant. (See below for explanation) The tenant may seek rent abatement (a reduction in rent) or withhold the rent or a portion of the rent.

Before applying the remedies of repair and deduct, constructive eviction, rent abatement or withholding the rent or a portion of the rent, the following must apply:

1. The defect must be of a \"vital facility.\" Vital facilities are those things necessary to make the rental unit habitable. Examples of defects to vital facilities include: broken toilets, no hot or cold water, lack of heat or electricity or broken windows.
2. The tenant must not have caused the condition.
3. The tenant must have notified the landlord that the deficient condition existed and allowed the landlord adequate time to fix the defect. Notice should be given in writing and by certified mail, return receipt requested.

#### 1. Repair and deduct

Marini v. Ireland , 56 N.J . 130 authorized the self-help remedy of repair and deduct. A tenant may repair vital facilities deficiencies and deduct the amount of the repair from the rent.

#### 2. Constructive eviction

Constructive eviction means that a tenant may break the lease without penalties because the landlord is guilty of neglect or default, which makes the premises unsafe, unfit or unsuitable for occupancy. Reste Realty v. Cooper , 53 N.J . 446, established the foundation for constructive eviction.

If a tenant invokes the remedy of constructive eviction, and the landlord is found to be negligent in maintaining the rental unit, the tenant is entitled to the return of the security deposit and is not responsible for the rent for the balance of the lease or the cost of rerenting the property.

#### 3. Rent abatement (reduction)

Upon entering into a lease, the tenant's promise to pay rent and the landlord's warranty of habitability are dependent. In Berzito v. Gambino , 63 N.J . 460, the court held that a tenant claiming that the landlord did not maintain the property in a habitable condition may initiate an action to recover all or part of the deposit paid when the lease was finalized or all of the rent paid. If the court finds that the landlord did not maintain the property in a habitable condition, the tenant will be charged only with the reasonable rental value of the property in its imperfect condition during the tenancy.

#### 4. Withholding the rent or a portion of the rent

If the landlord breaches his obligation of maintaining the property at an adequate standard of habitability, a tenant may withhold the rent or a portion of the rent to be used as a set-off, because of the deficient condition. If the landlord institutes an eviction proceeding for non-payment of rent, the tenant is entitled to use the landlord's breach of his obligation to provide a habitable residence as a defense and justification for the set-off (deduction of rental payment).

## 5. Rent Receivership

The law promoting safe and sanitary housing for tenants of substandard dwellings (N.J.S.A. 2A:42-85, et seq.) was enacted after the Berzito decision. The law authorizes tenants in substandard dwelling units to deposit their rents with a court-appointed administrator for use in remedying defective conditions. If there is a difference in the market value of the premises in its defective condition and the amount of rent that the tenant paid to the court administrator, the tenant may be entitled to a rent abatement and may only be charged the reasonable rental value of the property in its imperfect condition. To use this remedy, a tenant or housing inspector may file a complaint in the court of the municipality in which the property is located.

In the case of *Park Hill Terrace v. Glennon, Mitnick, and Stoff*, 146 N.J. Super. 68, the court held that air conditioning was a part of the original tenancy and that its failure affected the habitability of the premises.

Note: Not every defect or inconvenience is considered a breach of the warranty of habitability. Each case must be judged on its own facts. To avoid eviction, any rent withheld by the tenant should be saved and accessible in case the court requires the tenant to pay the outstanding rent.

In emergency situations created by the landlord or resulting from his negligence, the landlord may be responsible to bear a tenant's expenses in obtaining alternative housing during the emergency. Expenses may be deducted from the rent. However, the expenses must be reasonable.

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### **Self-Help Evictions:**

**What This Means:** Self-help evictions are illegal.

### **Legal Statute:**

No content available

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### **Landlord Allowed to Recover Court and Attorney's Fees:**

**What This Means:** A landlord may recover costs from an eviction due to non-payment of rent or other non-compliance by the tenant.

**Legal Statute:**

a. Notwithstanding N.J.S. 2C:21-5, or any other criminal sanction which may apply, any person who makes any check, draft, or order of withdrawal for the payment of money , or authorizes an electronic funds transfer, which is subsequently dishonored for lack of funds or credit to pay, or because the maker does not have an account with the drawee, and who then fails to pay the face amount in cash or by cashier's or certified check within 35 days after the date a demand for payment of dishonored check notice was mailed by or on behalf of a payee by certified mail to the maker's last known address, shall be liable to the payee, in addition to the amount owing upon the check, draft, order, or electronic funds transfer for attorneys' fees, court costs and the costs of mailing the written demand for payment and for damages in an amount equal to \$100 or triple the amount for which the check, draft , order , or electronic funds transfer is drawn or made, whichever is greater. However, damages recovered under this section shall not exceed by more than \$500 the amount of the check, draft, order, or electronic funds transfer.

For purposes of this section, \"date\" means the date indicated on the form registering the demand notice as certified mail.

b. A cause of action under this section may be brought in any court of competent jurisdiction. Prior to the hearing of any action under this section, the defendant may tender to the plaintiff and the plaintiff shall accept as satisfaction of the claim, an amount of money equal to the sum of the face amount of the check, draft, , order , or electronic funds transfer and the incurred attorneys' fees, court costs and costs of mailing the written demand for payment.

c. The written demand for payment required by this section shall be in the following form and shall be printed in both the English and Spanish languages:

DEMAND FOR PAYMENT OF DISHONORED CHECK

DATE:.....

TO:.....

NAME OF MAKER WARNING: YOU MAY BE SUED IF

YOU DO NOT MAKE PAYMENT OF

THE AMOUNT SHOWN ON THIS

NOTICE WITHIN 35 DAYS AFTER

THE DATE THIS NOTICE WAS

MAILED.

.....

.....

.....

LAST KNOWN RESIDENCE ADDRESS OR

PLACE OF BUSINESS

YOUR CHECK/DRAFT/ORDER /ELECTRONIC FUNDS TRANSFER IN THE AMOUNT OF  
\$.....

DATED....., PAYABLE TO THE ORDER OF

..... HAS BEEN DISHONORED BY THE BANK OR

OTHER DEPOSITORY UPON WHICH IT HAS BEEN DRAWN BECAUSE:

THE MAKER HAD NO ACCOUNT WITH SUCH BANK OR DEPOSITORY

THE MAKER HAD INSUFFICIENT FUNDS ON DEPOSIT WITH SUCH BANK OR  
DEPOSITORY

IF YOU DO NOT MAKE PAYMENT WITHIN 35 DAYS AFTER THE DATE THIS NOTICE WAS  
MAILED, YOU MAY BE SUED TO RECOVER PAYMENT. IF A JUDGMENT IS RENDERED  
AGAINST YOU IN COURT, IT WILL INCLUDE NOT ONLY THE ORIGINAL FACE AMOUNT OF  
THE CHECK/DRAFT/ORDER /ELECTRONIC FUNDS TRANSFER, BUT ALSO ADDITIONAL  
LIQUIDATED DAMAGES OF NOT LESS THAN ONE HUNDRED DOLLARS (\$100) NOR  
MORE THAN THE FACE AMOUNT OF THE CHECK/DRAFT/ORDER /ELECTRONIC FUNDS  
TRANSFER PLUS FIVE HUNDRED DOLLARS (\$500).

PLEASE MAKE PAYMENT IN THE AMOUNT OF \$.....TO:

.....

NAME OF PAYEE

.....

.....

.....

ADDRESS TO WHICH PAYMENT



SHOULD BE DELIVERED

d. If the court or jury determines that the failure of the defendant to satisfy the dishonored check, draft, order, or electronic funds transfer was due to economic hardship, the court or jury may waive all or part of the statutory damages. However, if the court or jury waives all or part of the statutory damages, the court shall render judgment against the defendant in the amount of the dishonored check, draft, order, or electronic funds transfer plus incurred attorneys' fees, court costs and costs of mailing the written demand for payment.

N.J.S. § 2A:32A-1

Amended by L. 2014, c. 46,s. 1, eff. 9/10/2014.L.1993, c.379.

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**Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:**

**What This Means:** No statute, but case law dictates that landlords must make a reasonable attempt.

**Legal Statute:**

No content available

## Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

### **Notice to Terminate Tenancy:**

**What This Means:** A 3-Month Notice to Quit must be provided for annual leases.

### **Legal Statute:**

No judgment for possession in cases specified in paragraph \"a.\" of section 2A:18-53 of this Title shall be ordered unless:

- a. The tenancy, if a tenancy at will or from year to year, has been terminated by the giving of 3 months' notice to quit, which notice shall be deemed to be sufficient; or
- b. The tenancy, if a tenancy from month to month, has been terminated by the giving of 1 month's notice to quit, which notice shall be deemed to be sufficient; or
- c. The tenancy, if for a term other than at will, from year to year, or from month to month, has been terminated by the giving of one term's notice to quit, which notice shall be deemed to be sufficient; and
- d. It shall be shown to the satisfaction of the court by due proof that the notice herein required has been given.

N.J.S. § 2A:18-56

Amended by L.1975, c.136, s.1, eff. 7/7/1975.

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### **Notice to Terminate a Periodic Lease – Month-to-Month:**

**What This Means:** A 1-Month Notice to Quit must be provided for month-to-month leases.

### **Legal Statute:**

No judgment for possession in cases specified in paragraph \"a.\" of section 2A:18-53 of this Title shall be ordered unless:

- a. The tenancy, if a tenancy at will or from year to year, has been terminated by the giving of 3 months' notice to quit, which notice shall be deemed to be sufficient; or
- b. The tenancy, if a tenancy from month to month, has been terminated by the giving of 1 month's notice to quit, which notice shall be deemed to be sufficient; or

c. The tenancy, if for a term other than at will, from year to year, or from month to month, has been terminated by the giving of one term's notice to quit, which notice shall be deemed to be sufficient; and

d. It shall be shown to the satisfaction of the court by due proof that the notice herein required has been given.

N.J.S. § 2A:18-56

Amended by L.1975, c.136, s.1, eff. 7/7/1975.

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### **Notice to Terminate a Periodic Lease – Week-to-week:**

**What This Means:** A 7-Day Notice to Quit must be provided for week-to-week leases.

### **Legal Statute:**

No judgment for possession in cases specified in paragraph \"a.\" of section 2A:18-53 of this Title shall be ordered unless:

a. The tenancy, if a tenancy at will or from year to year, has been terminated by the giving of 3 months' notice to quit, which notice shall be deemed to be sufficient; or

b. The tenancy, if a tenancy from month to month, has been terminated by the giving of 1 month's notice to quit, which notice shall be deemed to be sufficient; or

c. The tenancy, if for a term other than at will, from year to year, or from month to month, has been terminated by the giving of one term's notice to quit, which notice shall be deemed to be sufficient; and

d. It shall be shown to the satisfaction of the court by due proof that the notice herein required has been given.

N.J.S. § 2A:18-56

Amended by L.1975, c.136, s.1, eff. 7/7/1975.

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### **Notice to Terminate Lease due to Sale of Property:**

**What This Means:** Two months' written notice is required.

### **Legal Statute:**

No judgment of possession shall be entered for any premises covered by section 2 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.

N.J.S. § 2A:18-61.2

Amended by L. 2013, c. 51, , s. 8, eff. 7/1/2013.

L.1974, c.49, s.3; amended by 1975, c.311, s.2; 1981, c.8, s.2; 1986, c.138, s.1; 1989, c.294, s.2; c. 228, s. 2.

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#### **Notice of date/time of Move-Out Inspection:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

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#### **Notice of Termination for Nonpayment:**

**What This Means:** Immediate termination for non-payment unless the landlord has previously accepted late rent. If so, 30-days' notice is required.

#### **Legal Statute:**

No judgment of possession shall be entered for any premises covered by section 2 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.

N.J.S. § 2A:18-61.2

Amended by L. 2013, c. 51, , s. 8, eff. 7/1/2013.

L.1974, c.49, s.3; amended by 1975, c.311, s.2; 1981, c.8, s.2; 1986, c.138, s.1; 1989, c.294, s.2; c. 228, s. 2.

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### **Notice for Lease Violation:**

**What This Means:** For lease violations, a 30-days' notice to quit is required. For disorderly conduct or non-compliance of the lease, 3-days' notice to quit is required.

### **Legal Statute:**

No judgment of possession shall be entered for any premises covered by section 2 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.

N.J.S. § 2A:18-61.2

Amended by L. 2013, c. 51, , s. 8, eff. 7/1/2013.

L.1974, c.49, s.3; amended by 1975, c.311, s.2; 1981, c.8, s.2; 1986, c.138, s.1; 1989, c.294, s.2; c. 228, s. 2.

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### **Required Notice before Entry:**

**What This Means:** Reasonable notice required - typically twenty-four (24) hours.

## **Legal Statute:**

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

### **RIGHT OF ENTRY**

February 2008

This bulletin provides a brief summary of the statutes pertaining to: forcible or unlawful entry and detainer; forcible detainer; and unlawful detainer, pursuant to N.J.S.A . 2:A:39-1 et. seq. These are three separate provisions that address the issues of unlawful entry to a rental unit and the unlawful withholding of a rental unit (detainer). This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

In general a landlord does not have the right to enter the residential rental premises without consent of the tenant or a judgment from the Superior Court of New Jersey. Even if given legal authority to enter the rental premises, the landlord may only enter in a peaceable manner. The landlord may not use force or violence or the threat of force or violence to gain entry to the premises.

#### **Providing the landlord with a key**

If there is no lease provision or written rental rule requiring a key to be given to the landlord, a tenant is not required to provide a key for the landlord. In New Jersey there is no law that requires a tenant to give a landlord a key to the rental unit. There is also no law that prohibits a landlord from keeping a key to a rental unit. A tenant disputing the landlord's right to a key can simply refuse to provide the landlord with a key. The landlord may then seek an action for eviction based on the tenant's refusal to comply with reasonable lease provisions. The judge would then decide if it is reasonable for the tenant to supply the landlord with a key.

#### **Forcible or unlawful entry and detainer**

A landlord shall be guilty of an unlawful entry and detainer, if the landlord enters the rental premises peaceably or forcibly and then detains (keeps or takes possession of) the property by force or the threat of force or if the landlord enters the rental unit and removes the tenant's personal property without the consent of the tenant or a judgment from the Superior Court of New Jersey. If a landlord enters a tenant's unit while the tenant is not home, this is considered forcible entry.

#### **Forcible detainer**

A landlord shall be guilty of forcible detainer, if the landlord enters the rental premises forcibly or legally, with the tenant's permission or a court order, and then uses force to detain the property.

## Unlawful detainer

If any tenant willfully and without force, holds over (remains) at the rental premises after the tenant has been given a written notice demanding delivery of possession (notice to quit) of the rental premises from the tenant to the landlord, the tenant shall be guilty of an unlawful detainer. If a tenant is guilty of unlawful detainer, the tenant shall pay the landlord double the rent for as long as the tenant holds over. In addition, if a tenant after giving notice that the tenant will be quitting the premises, holds over, the tenant shall pay double the rent for the holdover time that the tenant possesses the premises.

## Filing a Complaint for unlawful entry and detainer

Any legal action for a forcible unlawful entry and detainer, forcible detainer and unlawful detainer shall be brought before the Superior Court, and the court may hear and make a determination in that action. If a landlord enters the rental unit unlawfully, a trespass complaint may be filed with the local police department, under the New Jersey Criminal Code for \"defiant trespass\".

A tenant or landlord depending on the judge's decision shall be entitled to possession of the real property and shall recover all damages that may have been caused by the unlawful entry and detainer, including court costs and attorney's fees. When it is not appropriate to return the person to possession of the premises, triple damages shall be awarded.

## Access to the property

Pursuant to State regulations governing the maintenance of multiple dwellings, N.J.A.C . 5:10-1.1 et seq., the Bureau of Housing Inspection or an authorized representative has the authority to enter and inspect at any reasonable times any multiple dwelling units. A multiple dwelling is a building with three or more independent dwelling units. It is the duty of the landlord to notify the tenant when the Bureau of Housing Inspection has scheduled the property for an inspection.

The same regulations provide that upon reasonable notification tenants must give the landlord and the landlord's employees access to the dwelling unit for the purpose of inspection and maintenance. Reasonable notification is normally one day. However, in the case of safety or structural emergencies immediate access shall be granted.

Consent of the tenant is required for inspection of the tenant's private living quarters, except in the following cases:

1. In case of emergencies where a condition exists that pose an immediate threat to the safety or health of persons using or near the premises.
2. Where access to any premises has been denied and inspection is desired to implement the policy of the Bureau of Housing Inspection.

A landlord may request entry to a rental unit to perform other services or to show the unit for rerenting or sale. However there is no law that obligates a tenant to allow a landlord access to the rental premises for purposes other than inspection, maintenance and repair. Therefore, the issue of entry in other cases should be addressed in the terms of the lease.

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### **Entry Allowed with Notice for Maintenance and Repairs:**

**What This Means:** Reasonable notice required - typically twenty-four (24) hours.

### **Legal Statute:**

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

### **RIGHT OF ENTRY**

February 2008

This bulletin provides a brief summary of the statutes pertaining to: forcible or unlawful entry and detainer; forcible detainer; and unlawful detainer, pursuant to N.J.S.A . 2:A:39-1 et. seq. These are three separate provisions that address the issues of unlawful entry to a rental unit and the unlawful withholding of a rental unit (detainer). This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

In general a landlord does not have the right to enter the residential rental premises without consent of the tenant or a judgment from the Superior Court of New Jersey. Even if given legal authority to enter the rental premises, the landlord may only enter in a peaceable manner. The landlord may not use force or violence or the threat of force or violence to gain entry to the premises.

### **Providing the landlord with a key**

If there is no lease provision or written rental rule requiring a key to be given to the landlord, a tenant is not required to provide a key for the landlord. In New Jersey there is no law that requires a tenant to give a landlord a key to the rental unit. There is also no law that prohibits a landlord from keeping a key to a rental unit. A tenant disputing the landlord's right to a key can simply refuse to provide the landlord with a key. The landlord may then seek an action for eviction based on the tenant's refusal to comply with reasonable lease provisions. The judge would then decide if it is reasonable for the tenant to supply the landlord with a key.

### **Forcible or unlawful entry and detainer**

A landlord shall be guilty of an unlawful entry and detainer, if the landlord enters the rental premises peaceably or forcibly and then detains (keeps or takes possession of) the property by force or the threat of force or if the landlord enters the rental unit and removes the tenant's personal property without the consent of the tenant or a judgment from the Superior Court of New Jersey. If a landlord enters a tenant's unit while the tenant is not home, this is considered forcible entry.

#### Forcible detainer

A landlord shall be guilty of forcible detainer, if the landlord enters the rental premises forcibly or legally, with the tenant's permission or a court order, and then uses force to detain the property.

#### Unlawful detainer

If any tenant willfully and without force, holds over (remains) at the rental premises after the tenant has been given a written notice demanding delivery of possession (notice to quit) of the rental premises from the tenant to the landlord, the tenant shall be guilty of an unlawful detainer. If a tenant is guilty of unlawful detainer, the tenant shall pay the landlord double the rent for as long as the tenant holds over. In addition, if a tenant after giving notice that the tenant will be quitting the premises, holds over, the tenant shall pay double the rent for the holdover time that the tenant possesses the premises.

#### Filing a Complaint for unlawful entry and detainer

Any legal action for a forcible unlawful entry and detainer, forcible detainer and unlawful detainer shall be brought before the Superior Court, and the court may hear and make a determination in that action. If a landlord enters the rental unit unlawfully, a trespass complaint may be filed with the local police department, under the New Jersey Criminal Code for "\"defiant trespass\"".

A tenant or landlord depending on the judge's decision shall be entitled to possession of the real property and shall recover all damages that may have been caused by the unlawful entry and detainer, including court costs and attorney's fees. When it is not appropriate to return the person to possession of the premises, triple damages shall be awarded.

#### Access to the property

Pursuant to State regulations governing the maintenance of multiple dwellings, N.J.A.C . 5:10-1.1 et seq., the Bureau of Housing Inspection or an authorized representative has the authority to enter and inspect at any reasonable times any multiple dwelling units. A multiple dwelling is a building with three or more independent dwelling units. It is the duty of the landlord to notify the tenant when the Bureau of Housing Inspection has scheduled the property for an inspection.

The same regulations provide that upon reasonable notification tenants must give the landlord and the landlord's employees access to the dwelling unit for the purpose of inspection and

maintenance. Reasonable notification is normally one day. However, in the case of safety or structural emergencies immediate access shall be granted.

Consent of the tenant is required for inspection of the tenant's private living quarters, except in the following cases:

1. In case of emergencies where a condition exists that pose an immediate threat to the safety or health of persons using or near the premises.
2. Where access to any premises has been denied and inspection is desired to implement the policy of the Bureau of Housing Inspection.

A landlord may request entry to a rental unit to perform other services or to show the unit for rerenting or sale. However there is no law that obligates a tenant to allow a landlord access to the rental premises for purposes other than inspection, maintenance and repair. Therefore, the issue of entry in other cases should be addressed in the terms of the lease.

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### **Emergency Entry Allowed without Notice:**

**What This Means:** When an emergency poses an immediate threat, no notice is required.

### **Legal Statute:**

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

### **RIGHT OF ENTRY**

February 2008

This bulletin provides a brief summary of the statutes pertaining to: forcible or unlawful entry and detainer; forcible detainer; and unlawful detainer, pursuant to N.J.S.A . 2:A:39-1 et. seq. These are three separate provisions that address the issues of unlawful entry to a rental unit and the unlawful withholding of a rental unit (detainer). This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

In general a landlord does not have the right to enter the residential rental premises without consent of the tenant or a judgment from the Superior Court of New Jersey. Even if given legal authority to enter the rental premises, the landlord may only enter in a peaceable manner. The landlord may not use force or violence or the threat of force or violence to gain entry to the premises.

Providing the landlord with a key

If there is no lease provision or written rental rule requiring a key to be given to the landlord, a tenant is not required to provide a key for the landlord. In New Jersey there is no law that requires a tenant to give a landlord a key to the rental unit. There is also no law that prohibits a landlord from keeping a key to a rental unit. A tenant disputing the landlord's right to a key can simply refuse to provide the landlord with a key. The landlord may then seek an action for eviction based on the tenant's refusal to comply with reasonable lease provisions. The judge would then decide if it is reasonable for the tenant to supply the landlord with a key.

#### Forcible or unlawful entry and detainer

A landlord shall be guilty of an unlawful entry and detainer, if the landlord enters the rental premises peaceably or forcibly and then detains (keeps or takes possession of) the property by force or the threat of force or if the landlord enters the rental unit and removes the tenant's personal property without the consent of the tenant or a judgment from the Superior Court of New Jersey. If a landlord enters a tenant's unit while the tenant is not home, this is considered forcible entry.

#### Forcible detainer

A landlord shall be guilty of forcible detainer, if the landlord enters the rental premises forcibly or legally, with the tenant's permission or a court order, and then uses force to detain the property.

#### Unlawful detainer

If any tenant willfully and without force, holds over (remains) at the rental premises after the tenant has been given a written notice demanding delivery of possession (notice to quit) of the rental premises from the tenant to the landlord, the tenant shall be guilty of an unlawful detainer. If a tenant is guilty of unlawful detainer, the tenant shall pay the landlord double the rent for as long as the tenant holds over. In addition, if a tenant after giving notice that the tenant will be quitting the premises, holds over, the tenant shall pay double the rent for the holdover time that the tenant possesses the premises.

#### Filing a Complaint for unlawful entry and detainer

Any legal action for a forcible unlawful entry and detainer, forcible detainer and unlawful detainer shall be brought before the Superior Court, and the court may hear and make a determination in that action. If a landlord enters the rental unit unlawfully, a trespass complaint may be filed with the local police department, under the New Jersey Criminal Code for \"defiant trespass\".

A tenant or landlord depending on the judge's decision shall be entitled to possession of the real property and shall recover all damages that may have been caused by the unlawful entry and detainer, including court costs and attorney's fees. When it is not appropriate to return the person to possession of the premises, triple damages shall be awarded.

#### Access to the property

Pursuant to State regulations governing the maintenance of multiple dwellings, N.J.A.C . 5:10-1.1 et seq., the Bureau of Housing Inspection or an authorized representative has the authority to enter and inspect at any reasonable times any multiple dwelling units. A multiple dwelling is a building with three or more independent dwelling units. It is the duty of the landlord to notify the tenant when the Bureau of Housing Inspection has scheduled the property for an inspection.

The same regulations provide that upon reasonable notification tenants must give the landlord and the landlord's employees access to the dwelling unit for the purpose of inspection and maintenance. Reasonable notification is normally one day. However, in the case of safety or structural emergencies immediate access shall be granted.

Consent of the tenant is required for inspection of the tenant's private living quarters, except in the following cases:

1. In case of emergencies where a condition exists that pose an immediate threat to the safety or health of persons using or near the premises.
2. Where access to any premises has been denied and inspection is desired to implement the policy of the Bureau of Housing Inspection.

A landlord may request entry to a rental unit to perform other services or to show the unit for rerenting or sale. However there is no law that obligates a tenant to allow a landlord access to the rental premises for purposes other than inspection, maintenance and repair. Therefore, the issue of entry in other cases should be addressed in the terms of the lease.

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#### **Entry Allowed During Tenant's Extended Absence:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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#### **Entry Allowed with Notice for Showing the Property:**

**What This Means:** Issue of entry for showing of the property must be included in the lease provisions.

**Legal Statute:**

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**Notice to Tenants for Pesticide Use:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Lockouts Allowed:**

**What This Means:** Illegal.

**Legal Statute:**

No content available

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**Utility Shut-offs Allowed:**

**What This Means:** Illegal.

**Legal Statute:**

No content available

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**Electronic Notices Allowed:**

**What This Means:** Electronic notices are not acceptable.

**Legal Statute:**

No content available

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# Quick Reference Guide

## Key New Jersey Rental Law Highlights

## Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in New Jersey.

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## Links To Statutes

- [N.J. Stat. § 2A:14-1](#) – 6 years
- [N.J. Stat. § 46:8-21.2](#) – Limitation on amount of deposit
- [N.J. Stat. § 46:8-19](#) – Security deposits; investment, deposit, disposition
- [N.J. Stat. § 46:8-21.1](#) – Return of deposit; displaced tenant; termination of lease; civil penalties, certain
- [N.J. Stat. § 46:8-50](#) – Notification, tenants, flood zone
- [N.J. Stat. § 46:8-28](#) – Certificate of registration; filing, contents
- [N.J. Stat. § 46:8-28.1](#) – Certificate; indexing, filing; inspection; fee; validation
- [N.J. Stat. § 46:8-29](#) – Provision of copy of certificate of registration to tenant
- [N.J. Stat. § 46:8-45](#) – Statement of legal rights and responsibilities of tenants and landlords of rental dwelling units
- [N.J. Stat. § 46:8-46](#) – Statement; distribution and posting by landlords
- [N.J. Stat. § 2A:18-56\(a\)](#) – Proof of notice to quit prerequisite to judgment
- [N.J. Stat. § 2A:18-56\(b\)](#) – Proof of notice to quit prerequisite to judgment
- [N.J. Stat. § 2A:18-56\(c\)](#) – Proof of notice to quit prerequisite to judgment
- [N.J. Stat. § 2A:18-61.2](#) – Removal of residential tenants; required notice; contents; service
- [N.J. Stat. § 2A:42-88](#) – Grounds for action
- [N.J. Stat. § 2A:32A-1](#) – Civil action for bad checks, electronic funds transfers

- [N.J. Stat. § 2C:43-8](#) – Sentence of imprisonment for disorderly persons offenses and petty disorderly persons offenses
- [N.J. Admin. Code § 5:10-14.4\(a\)](#) – Minimum Temperature
- [N.J. Stat. Ann. § 46:8-27](#) – Landlord Defined
- [N.J. Stat. Ann. § 46:8-9.5](#) – Domestic Violence Situations
- [N.J. Admin. Code § 5:10-1.6](#) – Compliance
- [N.J. Admin. Code § 5:10-11.3](#) – Garbage Disposal
- [N.J. Stat. Ann. § 2A:42-10.10](#) – Subleasing
- [New Jersey Rent Increase Bulletin \(Notice Required\)](#)
- [New Jersey Habitability Bulletin](#)
- [New Jersey Right of Entry Bulletin](#)