

LANDLORD-TENANT
AND RELATED ISSUES
IN THE SUPERIOR COURT
OF NEW JERSEY

STATUTES, COURT RULES, CASES
AND COMMENTARY

9th EDITION

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PERSONAL NOTE FROM BRUCE GUDIN, ESQ.

This treatise was the brainchild of Judge Mahlon L. Fast (Ret.) and he created the first edition of this text in 1991. He was sworn onto the bench in 1986, retired in 2004, and recalled to the bench in 2004, and again retired in 2014 (at the mandatory age of 80.) The original publication was entitled "A Guide to Landlord/Tenant Actions in the Special Civil Part of the Superior Court of New Jersey." There were six editions with that title. The subject of the publication now includes "The Superior Court." I was honored to have been asked to be a co-author in 2010, and have been working closely with the Judge ever since to bring this publication to you. It has been updated and published every 2 years since the inaugural edition, except for the edition you are reading now, which took 3 years, in large part due to the COVID-19 pandemic which temporarily shut the world down, including the Landlord Tenant Courts. Now, things are back in "full swing."

Judge Fast was retired from the bench after 26 years of practice and 28 years on the bench (based on his age) but he has been instrumental in bringing this revised text to you because it is (still) his job to review the daily court opinions and decide what should be included. I assure you, he is still going strong, and his efforts remain commendable and deeply appreciated. He truly loves the law and was always guided by his personal mantra to "do the right thing."

We are honored to have a new co-author contribute to this text, and I am proud to introduce my colleague, Erin Ehrlich Caro, Esq. Ms. Caro has been practicing law since 2008 and her fresh approach to editing the text and debating the issues was welcome and constructive. Much of the historical background previously included in the text has been removed, because, to use her words, "is this really needed," and some of the former legalese has been modernized through her efforts in the interests of clarity.

Judge Fast has always intended this text to be a "guide," a starting point for further research, sometimes including his personal thoughts on a subject, and we have attempted to continue in that vein.

I want to thank our publisher, The New Jersey Institute for Continuing Legal Education, in particular, Donna Chamberlin of NJICLE, for her tireless editing and for making it "happen."

Although it is not binding in any case, this text has been cited in published opinions, and hopefully will be cited, not as authority, but for the common sense that we have tried to highlight throughout many of the included subjects.

USING THIS TEXT

The law (and the interpretations of the law) are ever-changing and we have done our best to update the cases, statutes, court rules, and commentary in this edition in the same format as prior editions. We have deleted the inclusion of the Code of Federal Regulations; it is available on the Web, as is the United States Code (unlike our observations, available nowhere but through NJICLE.) With that thought in mind, we invite your comments and suggestions.

As Judge Fast stated in prior editions, “this text was never meant to be the final answer to any issue relating to Landlord-tenant matters. It was meant as a Guide, a starting place for further research.”

Each Chapter begins with a brief description: “THE SCOPE” of each chapter. We have tried to use plain language in the text and have *italicized* words or phrases for emphasis. We have **bold printed** legislation, regulations, court rules, and “key” words or concepts that should be found in the index; many key words are found in several chapters, and once you find a word in the index, you should be able to find that word easily in other chapters because it will have been bold printed. Likewise, many cases stand for various propositions and the same case may be cited in different portions of the text as applicable.

Because legislation, court rules, and case law are always changing, it is incumbent upon you to confirm that they have not been changed since this edition was completed. The reader is cautioned that this text is not binding, although it may be used and cited as a reference. Unreported trial court and Appellate Division opinions have been included for their reasoning and logic and because they are actually what is happening out there, although they are not binding (see R.1:36-3), and we have deleted “N.J. Super” from the citation for unreported opinions, noting simply that they are unreported.

We hope that this text helps you understand the very complex, sometimes archaic, sometimes arcane, and sometimes seemingly conflicting body of statutory and case law relating to landlord-tenant issues. Our comments are not binding on any court but are provided to stimulate you to engage in further thought or research. While this text is intended to relate to landlord-tenant and related issues (including, for example, when one occupies another’s property with permission and the relationship is not that of landlord-tenant, such as licensees), this text does not relate to other issues, such as the ownership of property (i.e., “title”) actions, contracts for specific performance, or tort claims by landlords, tenants, their guests, or others.

Practice forms used in L/T cases are found in the appendix to the court rules, most easily accessed on-line at [www. https://www.njcourts.gov/](https://www.njcourts.gov/) > self help resource center.

We invite you to contact us with your thoughts or comments on how to improve future editions of this text.

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TABLE OF CONTENTS

CHAPTER I

INTRODUCTION TO EVICTION PROCEEDINGS IN THE SUPERIOR COURT OF NEW JERSEY

The Scope of this Chapter	3
A. The Requirement of “Grounds” for Eviction	3
1. The Requirement of Renewing a Lease for Tenants Protected by 61.1.....	5
B. Determining Whether the Grounds are Pursuant to 53 or 61.1: The Exceptions from the Protections of 61.1	6
C. The Nature/Use of the Property	9
1. Owner-Occupied Properties/Two Rental Units	10
2. Separate Dwelling-Structures on One Tax Lot	11
3. Mixed Use Structures/Owner-Occupied Premises.....	13
D. The Nature of the Relationship between the Parties	15
1. Tenancies at Will/Sufferance	16
a. Tenancy at Will	16
b. Tenancy at Sufferance	16
2. Continuing Care Retirement Communities	17
3. Cooperative Ownership	17
E. Leases, as Distinguished from Licenses, Easements (Right of Way)	19
F. Waiver by Tenant Unenforceable by Statute	21

CHAPTER II

PARTIES

The Scope of this Chapter	25
A. Plaintiff.....	27
1. In General	27
2. Representation By Counsel.....	28
3. Standing.....	31
4. Injunctions By A Tenant	35
5. Questions Of Title	35
6. Condemnation	36
7. Actions By Receivers	36
8. Mortgagees As Plaintiffs	38
a. Residential Tenants	38
b. Commercial Tenants.....	40
9. Assignee As Plaintiff	42
10. Attornment	43
B. Defendant.....	44
1. In General	44
2. Proper Defendants In Other Landlord-Tenant Actions	50
3. Limited Partnerships.....	50
4. Deceased Tenants	51
5. Indicted/Incarcerated Defendant	55
6. Minors	56
7. Persons In “Use And Occupancy”	56
8. Assignees/Subtenants/Successor Liability	57
9. Third-Party Beneficiaries	59

10. Self-Service Storage Facilities	60
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CHAPTER III **GROUNDS FOR EVICTION**

The Scope of this Chapter.....	65
General Comments	65
Comment 1: There are Two Statutory Sections with the Same Designations	65
Comment 2: Fault	65
Comment 3: References to the “Person”.....	66
Comment 4: Consistency in Alleging Grounds.....	68
Comment 5: Requirement of Formal Notices.....	68
Comment 6: “Holdover” Tenants.....	68
Comment 7: Prostitution/ABC Violations.....	69
Comment 8: Deceased or Non-Resident Tenant.....	69
Comment 9: Duration of a Residential Tenancy Protected by 61.1	69
Comment 10: Residential Health Care Facilities.....	69
A. Grounds for Eviction Pursuant to <i>N.J.S.A. 2A:18-53</i>	70
B. Grounds for Eviction Pursuant to <i>N.J.S.A. 2A:18-61.1</i>	73
1. Requirement for Grounds for Removal, Exceptions	73
a. 61.1a Nonpayment of Rent	74
1) Rent Defined.....	75
2) Due and Owing.....	80
3) Grace Periods.....	83
4) Statutory Dismissal of <i>Nonpayment</i> Cases, Upon Payment	83
5) Acceptance of Rent/Electronic/Cash Payments	86
6) Abatement of Rent.....	89
7) Amount of Rent Due after a Change of Ownership of Premises.....	92
8) Late Fees.....	93
9) Exemption from Rent Control	97
b. 61.1b Disorderly Tenant.....	98
c. 61.1c Wilful or Grossly Negligent Damage to Premises.....	99
d. 61.1d Violation of Rules and Regulations.....	100
e. 61.1e Violation of Lease Covenants	101
1) Pets.....	104
2) Appliances	107
3) Unauthorized Occupants/Over-Occupied Units.....	107
4) Hoarding	109
f. 61.1f Failure to Pay Rent after Increase	110
1) Deferred Entry of Judgment/Execution	114
2) Effect of Rent Control on Rent Increases.....	114
3) Rent Emergency Protections	115
g. 61.1g Abating Housing or Health Code Violations.....	116
1) Illegal Occupancies	118
h. Permanently Retiring Building from Residential Use	127
i. Refusal of Reasonable Changes in Terms and Conditions at End of Lease Term	129
1) How Lease Changes may be Effectuated.....	133
j. Habitual Late Payment of Rent	134
k. Conversion to Condominium or Co-Operative Ownership	137

1) Notice to Tenant	138
2) Protection against Unreasonable Rent Increases	139
3) Relocation Assistance	139
4) Protected Classes.....	140
l. Personal Occupancy by Owner or Purchaser of Unit.....	140
m. Occupancy as Consideration of Employment.....	143
n. Offenses Under Comprehensive Drug Reform Act of 1987	145
o. Assaults or Threats Against Landlord or Certain Other Persons.....	150
p. Eviction for "Civil Violations"	151
q. Eviction for Theft.....	158
r. Human Trafficking	158
C. Miscellaneous Grounds.....	159
1. Prostitution or Assignment	159
2. Violation of "Liquor Laws"	159
3. Failure to Replenish Security Deposit	160
D. "Curing" a Ground for Eviction	160

CHAPTER IV FORMAL NOTICE REQUIREMENTS

The Scope of this Chapter	167
General Comments	167
Comment 1: The Different Notices.....	167
Comment 2: Specific Agreement for Notices	168
Comment 3: Notices Required to be Given in Spanish.....	168
Comment 4: Notices According to Specific Laws/Regulations.....	169
A. Notice to Cease	169
B. Notice to Quit.....	171
1. Time Periods Required in a Notice to Quit for Eviction Pursuant to 53	171
2. Time Periods Required in a Notice to Quit for Eviction Pursuant to 61.1.....	172
3. Specificity of the Notice to Quit	174
4. Service of the Notice	176
5. Effective Date of the Notice	177
a. The Concept of Deferred Efficacy.....	179
C. Demand for Possession, Jurisdictional Prerequisite	180
D. Notice Requirements for Eviction Pursuant to 61.1 & 61.2	181
1. Subsections of 61.1 Corresponding to Subsections of 61.2 and Requisite Periods.....	181
2. Requirements for Notices to Quit Prior to Filing Complaints for Eviction as Stated in 61.1.....	182

CHAPTER V SECURITY DEPOSITS

The Scope of this Chapter	185
A. General Comments	185
1. The Nature Of Security Deposits.....	185
2. Return Of Security Deposit On Death Of Tenant	185
3. Executive Order 128/Covid 19 Relief	186

B.	The Law	186
1.	<i>N.J.S.A.</i> 46:8-26: Application of Act.....	186
2.	<i>N.J.S.A.</i> 46:8-19: Security Deposits; Investment, Deposit, Disposition	188
a.	Penalties for Violations of 46:8-19c	195
3.	<i>N.J.S.A.</i> 46:8-20: Procedure on Conveyance of Property.....	195
4.	<i>N.J.S.A.</i> 46:8-21: Liability on Transfer	198
5.	<i>N.J.S.A.</i> 46:8-21.1 Return of Deposit; Displaced Tenant; Termination of Lease; Civil Penalties, Certain.....	199
a.	“No Deductions While the Tenant Remains in Possession”	202
b.	“Recovery of Double the Amount”.....	202
c.	Including Interest in the Amount to be Doubled	209
1.	The Rate of Interest.....	209
d.	Prospective Tenants	210
e.	Deposit by a Third Party.....	211
f.	The First Precipitating Circumstance - Termination of the Tenancy.....	211
6.	<i>N.J.S.A.</i> 46:8-9.1: Death of Lessee of Dwelling Place or Spouse.....	212
7.	<i>N.J.S.A.</i> 46:8-9.2: Termination of Certain Residential Leases Due to Disability.....	213
g.	The Second Precipitating Circumstance - Displacement of the Tenant.....	215
h.	Attorney's Fees Recoverable	216
8.	<i>N.J.S.A.</i> 46:8-21.2: Limitation on Amount of Deposit.....	216
9.	<i>N.J.S.A.</i> 46:8-21.4 Actions between Owner or Lessee and Tenant for Return of all or Part of Security Deposit; Jurisdiction	217
10.	<i>N.J.S.A.</i> 46:8-21.5 Deposit Recovery, Certain; Court Action not Required for Tenant receiving Financial Assistance	218
11.	<i>N.J.S.A.</i> 46:8-22 Enforcement of Trust by Civil Action	218
12.	<i>N.J.S.A.</i> 46:8-23 Statutory Trust upon Insolvency or Bankruptcy of Person Receiving Security Deposit	218
13.	<i>N.J.S.A.</i> 46:8-24 Waiver by Depositor Prohibited	218
14.	<i>N.J.S.A.</i> 46:8-25 Unlawful Diversion of Trust Funds; Penalty	219
15.	<i>N.J.S.A.</i> 46:8-26 Application of Act	219

CHAPTER VI REGISTRATION STATEMENTS

	The Scope of this Chapter.....	223
A.	General Comments	223
	Comment 1: Amendments to <i>N.J.S.A.</i> 55:13A-12 and -13	223
	Comment 2: Trial Practice.....	223
	Comment 3: Definitions.....	224
	Comment 4: Confusion with <i>N.J.S.A.</i> 2A:18-61.1	224
	Comment 5: Municipal Requirements	224
B.	The Statutes.....	224
1.	The Landlord Identity Law.....	225
a.	<i>N.J.S.A.</i> 46:8-27 Landlord, Project Defined.....	225
b.	<i>N.J.S.A.</i> 46:8-28 Certificate of Registration; Filing, Contents.....	226
c.	<i>N.J.S.A.</i> 46:8-28.1 Certificate; Indexing, Filing; Inspection; Fee; Validation ..	227
d.	<i>N.J.S.A.</i> 46:8-28.5 Certificate of Registration, Fee; Exceptions	228
2.	The Hotel and Multiple Dwelling Law	230
a.	<i>N.J.S.A.</i> 55:13A-3 Definitions.....	230

b.	<i>N.J.S.A. 55:13A-12</i> Certificate of Registration; Application; Fee; Appointment of Agent; Notice of Violations	231
3.	Contents of the Statements	232
4.	Service of the Registration Statement.....	232
5.	Certificate Application Fee.....	233
6.	Consequences of the Failure to Comply with the Statutes	234
a.	For the Benefit of the Tenant	234
b.	For the Benefit of the Public Interest.....	235
7.	Amendment of Registration Statement	236
8.	Municipal Registration	236
C.	<i>N.J.A.C.</i> Reporting Requirements.....	237

CHAPTER VII PRETRIAL PROCEDURES

	The Scope of this Chapter	241
	General Comment	241
	Premature Filings	241
A.	Electronic Filing System	241
B.	Pleadings	242
1.	The Complaint	242
2.	Filing and Service of Papers	243
3.	The Entire Controversy Doctrine	244
C.	Venue	245
D.	The Summons	246
E.	Service of Process	246
F.	Amendment of Complaint	250
G.	Joinder of Actions	251
H.	No Discovery	252
I.	Procedures by the Court	252
1.	Trial Notices.....	252
2.	Calendar Calls; Instructions	253
3.	Adjournments	253
J.	Settlements	255
1.	Between Pro Se Litigants	258
2.	Between Attorneys	259
3.	Breach of Settlement.....	259
4.	Settlements Following Mediation Per <i>R. 1:40-4</i>	263
5.	Appeals from Settlements	263
6.	Attorney Fees on Settlement	264
K.	Transfers from the Special Civil Part	264
1.	Statutory Authority for a Transfer.....	265
2.	Procedural Rules Relating to a Transfer	266
3.	Factors to be Considered.....	270
a.	In General	270
1)	Jurisdiction	270
2)	Possibility of a Jury Trial	272
3)	Appeals	272
4)	<i>Res Judicata</i>	272
5)	Discovery in a Summary Action	273
4.	<i>Sua Sponte</i> by the Trial Court	273

	5. Consequences of Transfer	273
	a. Entire Controversy Doctrine/Mandatory Joinder	273
	b. Discovery after Transfer	277
	c. The Law of the Case Doctrine	277
	d. Trial by Jury	278
	6. Transfers to Administrative Agencies/Boards	278
L.	Interpleader Actions	279
M.	Offer of Judgment	280
N.	Fair Debt Collection Practices Act	280

CHAPTER VIII TRIAL

	The Scope of this Chapter	285
A.	General Comments	285
	1. Burden of Proof.....	285
	2. Conduct of a Trial	285
	3. Appearance at Trial Constituting Waiver of Defect of Process	286
	4. Office of Administrative Law	286
	5. Questions of Fact	287
	6. Interpreters	287
	7. Trial While Appeal Pending	288
B.	Jury Trial	288
C.	Evidence	289
	1. In General.....	289
	a. Admissibility	289
	b. Expert Witnesses/Sequestration	291
	c. False in One – False in All Doctrine	292
	2. Relating to the Interpretation of a Lease	292
	3. Evidence before Notice to Cease/After Notice to Quit/Filing Complaint; “Curing” a Ground For Eviction	294
	4. Agency	297
D.	Judicial Restraint	298
E.	Equitable Defenses/Avoidance.....	299
	1. In General	299
	2. Laches, Waiver, and Estoppel	300
	3. Forfeiture	306
	4. Breach of Implied Covenant of Habitability: The <i>Marini</i> Doctrine	306
	a. Trial Procedures	315
	5. Accord and Satisfaction.....	315
	6. Novation	316
F.	Statutory Defenses	317
	1. Reprisal or Retaliation	317
	a. Applicability	317
	b. The Statutory Protection	317
	c. Statutory Presumption	320
	d. The Consequences of a Landlord’s Retaliatory Complaint for Eviction	321
G.	Judgment after Trial	322
H.	Distribution of Rents on Deposit	323
I.	“Blue Lining”	323
J.	Lost Payments.....	324

K.	Bankruptcy	325
	1. Debtor-Tenant.....	325
	Exception §362 (b)(10).....	326
	Exception §362 (b)(22).....	326
	Exception §362 (b)(23).....	329
	Summary.....	330
	2. Debtor-Landlord.....	333
L.	Dismissal of a “Case” without Prejudice	333

CHAPTER IX
DEFAULTS; JUDGMENTS FOR POSSESSION; ISSUANCE AND
EXECUTION OF THE WARRANT FOR REMOVAL

	The Scope of this Chapter	337
	General Comments.....	337
	Comment 1: Nature of the Action for Possession	337
	Comment 2: The Incidents of Possession.....	337
A.	Entry of Defaults	338
B.	Judgment for Possession.....	338
	1. Default by the Defendant.....	339
	2. Judgment by Consent	340
	3. Judgment Following Trial	342
	4. Judgment on the Breach of a Settlement Agreement.....	343
C.	Issuance of and Conditions Relating to Warrant for Removal	344
D.	Execution of the Warrant of Removal.....	346
E.	Law Division Judgments	349
F.	Use of Force in Execution of Warrants.....	349

CHAPTER X
VACATING DEFAULTS AND JUDGMENTS; STAYS OF
ISSUANCE/EXECUTION OF WARRANTS FOR POSSESSION

	The Scope of this Chapter	353
A.	Vacating a Default Pursuant to Court Rules	353
B.	Vacating a Judgment Based on Non-Payment of Rent	354
	1. Pursuant to Statute	354
	2. Pursuant to Court Rule	357
	a. <i>Housing Authority of Town of Morristown v. Little</i> : Discretionary Factors	360
	3. Sua Sponte (by the Court)	364
C.	The Distinctions between Vacating a Judgment and Granting a Hardship Stay	365
D.	Statutory Hardship Stay	365
	1. The Statutory Authority	365
	2. Applicability.....	366
	3. Imposition of Conditions	370
E.	Relocation Stay	371
F.	Terminal Illness Stay.....	371
G.	Condominium Conversion Stays	372

H.	Stays for Voluntary (“Orderly”) Removal	372
I.	Reconsideration.....	373
J.	Stay Pending Appeal	374
K.	Appeals to the Appellate Division	376

**CHAPTER XI
FEDERAL PROVISIONS; PUBLICLY ASSISTED HOUSING**

	The Scope of this Chapter	381
A.	Federal Programs and Handbooks Relating to Residential Tenants	383
	1. HUD Handbook 4350.3	383
	a. Determinations of Total Tenant Payments (“TTPs”)	383
	b. Terminations	386
	2. HUD Handbook 7420.10G	392
	3. HUD Handbook 7465.1	394
	4. Housing Quality Standards (HQS)	395
	5. Notices Required to Terminate Subsidized Tenancies	395
	6. Public Housing Authorities (PHA)	396
B.	Case Law	397
	1. Landlord’s Obligation to Accept Subsidized Tenants	397
	2. Types of Public Assistance	399
	3. Nonpayment of Rent Cases	401
	4. Preemption	403
	5. Cases Based on Grounds Other than Nonpayment	406
C.	One Strike and You’re Out Policy	406
	1. Case Law	406
	2. Landlord’s Discretion in One Strike Cases	408
D.	Administrative Hearings	413
E.	Lease Agreements	414
F.	Remaining Member of a Tenant Family	414
G.	Public Policy	414
H.	Differing Forms of Public Assistance	415
I.	Jack Kemp Due Process Letter	417

**CHAPTER XII
MISCELLANEOUS CLAIMS BY OWNERS OR LANDLORDS**

	The Scope of this Chapter	421
A.	Actions by the Owner/Landlord	421
	1. For Money Damages	421
	a. Statutory Authorization for an Action for Rent	422
	b. Statutory Authorization for an Action Based on Use and Occupation	424
	c. Statutory Authorization for Penalties when a Tenant Wrongfully Holds Over	426
	d. Liability of an “Undertenant” For Rent	428
	e. Mesne Profits	429
	2. The Measure of Damages.....	430
	3. Landlord’s Lien as Priority against a Tenant’s Judgment Creditor	435
B.	Ejectment	436
C.	Actions Based on “Waste”	440

D.	Ouster	442
----	--------------	-----

**CHAPTER XIII
ACTIONS COMMENCED BY TENANTS**

The Scope of this Chapter	445
A. For Wrongful Eviction by Landlord.....	445
B. For Return of Overpayment to Landlord	452
C. For Wrongful Distraint/Detainer	453
1. Distraint	453
2. Detainer.....	456
D. Action for Wrongful Disposition of Property: Abandoned Property.....	460
E. Actions by Tenants for Appointment of Receiver/Public Administrator	463
1. The Appointment of a Receiver to Encourage the Health, Safety, and Welfare of Occupants and Neighbors of Certain Properties.....	463
2. The Appointment of an Administrator to Promote Safe and Sanitary Housing for Tenants of Substandard Dwellings	465
F. For Breach of Implied Warranty of Habitability	465
1. Rent Recoupment	465
2. Injury to or Loss of Property	466
3. For Common Law Torts	467
4. Under Consumer Fraud Act (CFA)	468
a. Class Actions.....	471
G. Tenant’s Property Tax Rebate Act	471
H. Broker’s Fees	471
I. Condemnation	471
J. Improper Towing/Parking	472

**CHAPTER XIV
SUPPLEMENTAL POINTS RELATING TO
LANDLORD-TENANT ISSUES**

The Scope of this Chapter	475
General Comment: Due Process	475
A. The Nature of a Lease	476
1. The Right to Contract	479
2. Signatories	481
a. Effect of Signing/Initializing a Lease	482
3. Interpreting a Contract	482
4. Modifying a Contract	491
a. By a Party.....	491
b. In the Chancery Division.....	491
c. Retroactive modification	492
d. Reformation.....	492
5. Impracticability of Performance, Frustration of Purpose, Force Majeure	492
B. Statutory and Administrative Code Requirements for Leases/Tenancies	493
1. The Plain Language Law.....	494
2. Crime Insurance	494
3. The Truth-In-Renting Act	494
4. Flood Hazard Notice	495

	5. Tenants' Property Tax Rebate Act	496
	6. Child Protection Window Guards	496
	7. Smoke/Fire Protection	497
	8. Carbon Monoxide Alarms	497
	9. Lead Paint	497
	10. Megan's Law	497
	11. New Construction; Exemption from Rent Control	498
C.	The Statute of Frauds	499
D.	Statutes of Limitations	500
E.	Complimentary Dispute Resolution	500
	1. Mediation	500
	2. Arbitration	501
F.	Child Support Lien Law	502
G.	Attorney's Fees	502
H.	Termination of Tenancy on Death of Tenant or Spouse (<i>N.J.S.A. 46:8-9.1</i>) and Termination of Tenancy on Disability of Tenant or Spouse (<i>N.J.S.A.</i> <i>46:8-9.2</i>).....	507
I.	Death of Lifetenant, Recovery from Undertenant	507
J.	Title 55 Provisions	507
	1. In General	507
	2. Rooming and Boarding Houses	507
K.	Right of Appeal	508
L.	Res Judicata/Collateral Estoppel/Judicial Estoppel	509
M.	Restrictive Covenants/Covenants against Competition	511
N.	Guarantees.....	512
O.	Option to Renew/Extend.....	514
P.	Condominium Rules/Regulations	515
Q.	Military Defendants	515
R.	Civil Rights	518
S.	Waiver of Subrogation	518
T.	Defiant Trespasser.....	519
U.	New Jersey Safe Housing Act, <i>N.J.S.A. 46:8-9.4 et seq.</i>	520
V.	New Jersey Administrative Code	522
W.	Quiet Enjoyment.....	522
X.	Federal Jurisdiction	523
Y.	Leases with Counties or Municipalities.....	523
Z.	Issue/Claim Preclusion.....	523
AA.	Statutes, Prospective/Retroactive Application	524
BB.	Diplomatic Immunity	524

CHAPTER XV
LAWS PREVENTING DISCRIMINATION;
HANDICAPPED AND OTHER PROTECTED TENANTS

	The Scope of this Chapter	529
A.	Federal Laws	529
	1. The Federal Fair Housing Act	529
	2. The Americans with Disabilities Act ("ADA").....	535
	a. Definition of Disabled under the ADA	535
	b. Real Estate Transactions Governed by the ADA	536

	c. Rights and Remedies for Violations of the ADA.....	536
B.	The New Jersey Laws against Discrimination.....	536
	1. The Statutory Prohibitions	536
	2. Rights and Remedies for Violations of NJLAD	539
C.	Cases	539
	1. Reasonable Accommodation	539
	2. Pet Restrictions.....	539

TABLE OF AUTHORITIES

.....	541
-------	-----

INDEX

.....	589
-------	-----