

## CHAPTER 320

**AN ACT** establishing the right of persons engaged in military service for more than 90 days to cancel certain leases without penalty and amending P.L.1979, c.317.

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

1. Section 14 of P.L.1979, c.317 (C.38:23C-14) is amended to read as follows:

C.38:23C-14 Termination of leases; conditions; notice; penalty for detention of personal effects.

14. a. The provisions of this section shall apply to any lease covering personal property, or premises occupied for dwelling, professional, business, agricultural, or similar purposes, in any case in which such lease was executed by or on the behalf of a person who, after the execution of such lease, entered military service, and the property so leased has been used, or premises so leased have been occupied for such purposes, or for a combination of such purposes, by such person or by him and his dependents.

The provisions of this section which apply to any lease covering personal property become effective after military service of more than 90 consecutive days.

b. (1) Any such lease, entered into with or without a view to purchase, may be terminated by notice in writing delivered to the lessor (or his grantee) or to the lessor's (or his grantee's) agent by the lessee at any time following the date of the beginning of his period of military service or in the case of a lease covering personal property, at any time after the 90th consecutive day of service. Delivery of such notice may be accomplished by placing it in an envelope properly stamped and duly addressed to the lessor (or his grantee) or to the lessor's (or his grantee's) agent and depositing the notice in the United States mails. Termination of any such lease providing for monthly payment of rent shall not be effective until 30 days after the first date on which the next rental payment is due and payable subsequent to the date when such notice is delivered or mailed. In the case of all other leases, termination shall be effected on the last day of the month following the month in which such notice is delivered or mailed and in such case any unpaid rental for a period preceding termination shall be proratably computed and any rental paid in advance for a period succeeding termination shall be refunded by the lessor (or his assignee). Upon application by the lessor to the appropriate court prior to the termination period provided for in the notice, any relief granted in this paragraph shall be subject to such modifications or restrictions as in the opinion of the court justice and equity may in the circumstances require.

(2) Upon termination of the lease, the former lessee and any co-signer shall have no further liability to the lessor or the lessor's assignee, except that the lessee and any co-signer shall be obligated to the lessor or assignee for any damages to the leased property. The lessor or lessor's assignee shall not impose any penalty or charge upon the lessee or any co-signer on the lease for early termination of the lease. This paragraph shall apply whether or not the person is the sole signatory of the lease.

c. Any person who shall knowingly seize, hold or detain the personal effects, clothing, furniture or other property of any person who has lawfully terminated a lease covered by this section, or in any manner interfere with the removal of such property from the premises covered by such lease, for the purpose of subjecting or attempting to subject any of such property to a claim for rent accruing subsequent to the date of termination of such lease, or attempts so to do, shall be adjudged a disorderly person and shall be punished by imprisonment not to exceed 6 months or by fine not to exceed \$1,000.00, or both.

2. This act shall take effect immediately.

Approved January 12, 2006.