

CHAPTER 111

AN ACT concerning termination of lease agreements in rental premises, supplementing Title 46 of the Revised Statutes, and amending P.L.1971, c.223.

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

C.46:8-9.4 Short title.

1. Sections 1 through 8 and 10 of P.L.2008, c.111 (C.46:8-9.4 et seq.) shall be known and may be cited as the “New Jersey Safe Housing Act.”

C.46:8-9.5 Findings, declarations relative to termination of lease agreements by domestic violence victims.

2. The Legislature finds and declares:

a. Domestic violence is a serious crime that materially affects the health and safety of numerous New Jersey tenants and there are thousands of persons in this State who are regularly beaten, tortured, sexually assaulted and, in some cases, killed by their spouses or cohabitants;

b. The inability to terminate a lease and its corresponding financial obligations may prevent domestic violence victims from leaving abusive relationships and seeking help;

c. Domestic violence victims require an efficient method of terminating their lease obligations to escape abuse without that damaging their credit and rental history and, consequently, their ability to secure other safe housing; and

d. The assistance and cooperation of the entire community, including landlords, neighbors, and employers, is necessary to reduce the incidence of domestic violence in our State.

C.46:8-9.6 Requirements for termination of lease.

3. The tenant may terminate any lease of a residential property that has been leased and used by the tenant solely for the purpose of providing a dwelling place for the tenant, or for the tenant’s family, prior to the expiration date thereof, if the tenant fulfills all requirements and procedures as established by P.L.2008, c.111 (C.46:8-9.4 et al.) and provides the landlord with:

a. written notice that the tenant or a child of the tenant faces an imminent threat of serious physical harm from another named person if the tenant remains on the leased premises; and

b. any of the following:

(1) a certified copy of a permanent restraining order issued by a court pursuant to section 13 of “The Prevention of Domestic Violence Act of 1991,” P.L.1991, c.261 (C.2C:25-29), and protecting the tenant from the person named in the written notice;

(2) a certified copy of a permanent restraining order from another jurisdiction, issued pursuant to the jurisdiction’s laws concerning domestic violence, and protecting the tenant from the person named in the written notice;

(3) a law enforcement agency record documenting the domestic violence, or certifying that the tenant or a child of the tenant is a victim of domestic violence;

(4) medical documentation of the domestic violence provided by a health care provider;

(5) certification, provided by a certified Domestic Violence Specialist, or the director of a designated domestic violence agency, that the tenant or a child of the tenant is a victim of domestic violence; or

(6) other documentation or certification, provided by a licensed social worker, that the tenant or a child of the tenant is a victim of domestic violence.

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

4. a. Lease terminations pursuant to section 3 of P.L.2008, c.111 (C.46:8-9.6) shall take effect on the thirtieth day following receipt by the landlord of notice complying with section 3 of P.L.2008, c.111 (C.46:8-9.6), unless the landlord and tenant agree on an earlier termination date. The rent shall be paid, pro rata, up to the time a lease terminates pursuant to this section.

b. A lease terminates under section 3 of P.L.2008, c.111 (C.46:8-9.6) only if the victim of domestic violence acts in good faith and fulfills all requirements and procedures as established by section 3 of P.L.2008, c.111 (C.46:8-9.6) in terminating the lease.

c. If there are tenants on the lease other than the tenant who has given notice of termination as described in section 3 of P.L.2008, c.111 (C.46:8-9.6), those co-tenants' lease also terminates, notwithstanding any provisions in section 2 of P.L.1974, c.49 (C.2A:18-61.1) requiring certain grounds for eviction to the contrary. The co-tenants may enter into a new lease, for a new term, at the option of the landlord. Nothing in this section shall prohibit any co-tenants of the victim of domestic violence from holding over if holding over is permitted by the landlord.

C.46:8-9.8 Notice relative to public housing leases.

5. Where the leased premises are under the control of a public housing authority or redevelopment agency, the victim of domestic violence shall give notice in accordance with any relevant regulations pertaining to public housing leases. When the terms of the tenancy are controlled by a publicly-funded housing assistance contract, notice and security deposit terms, requirements, and protections shall conform and be subject to restrictions, limitations or other requirements imposed by State or federal law.

C.46:8-9.9 Waiving of rights, remedies prohibited.

6. The parties to a lease agreement creating a tenancy in residential rental property may not agree to waive any rights or remedies arising under P.L.2008, c.111 (C.46:8-9.4 et al.).

C.46:8-9.10 Existing lease agreements unaffected.

7. Nothing in P.L.2008, c.111 (C.46:8-9.4 et al.) shall operate to alter, limit or impair the terms of lease agreements existing at the time of the adoption of P.L.2008, c.111 (C.46:8-9.4 et al.).

C.46:8-9.11 Disclosure of certain information by landlord prohibited; exceptions.

8. A landlord shall not disclose information documenting domestic violence that has been provided to the landlord by a victim of domestic violence pursuant to section 3 of P.L.2008, c.111 (C.46:8-9.6). The information shall not be entered into any shared database or provided to any person or entity, but may be used when required as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, with the consent of the tenant, or as otherwise required by law.

9. Section 3 of P.L.1971, c.223 (C.46:8-21.1) is amended to read as follows:

C.46:8-21.1 Return of deposit; displaced tenant; termination of lease; civil penalties, certain.

3. 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 Public Advocate, 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.

C.46:8-9.12 Inapplicability of act to seasonal use, rental.

10. The provisions of P.L.2008, c.111 (C.46:8-9.4 et al.) shall not apply to any lease 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, but shall not include 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.

11. This act shall take effect immediately.

Approved December 4, 2008.