



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



GROUND FOR AN EVICTION **BULLETIN**

Updated February 2008

An eviction is an actual expulsion of a tenant out of the premises. A landlord must have good cause to evict a tenant. There are several grounds for a good cause eviction. Each cause, except for nonpayment of rent, must be described in detail by the landlord in a written notice to the tenant. A "Notice to Quit" is required for all good cause evictions, except for an eviction for nonpayment of rent. A "Notice to Quit" is a notice given by the landlord ending the tenancy and telling the tenant to leave the premises. However, a Judgment for Possession must be entered by the Court before the tenant is required to move. A "Notice to Cease" may also be required in some cases. A "Notice to Cease" serves as a warning notice; this notice tells the tenant to stop the wrongful conduct. If the tenant does not comply with the "Notice to Cease," a "Notice to Quit" may be served on the tenant.

After giving a Notice to Quit, the landlord may file suit for an eviction. If a suit for eviction is filed and the landlord wins his case, he may be granted a Judgment for Possession. A Judgment for Possession ends the tenancy and allows the landlord to have the tenant evicted from the rental premises. No residential landlord may evict or fail to renew a lease, whether it is a written or an oral lease without good cause. The landlord must be able to prove in court that he has grounds for an eviction. This bulletin outlines the good cause grounds for an eviction of a tenant from residential rental properties in New Jersey, pursuant to the *Anti-Eviction Act*, as set forth in N.J.S.A. 2A:18-61.1. The *Anti-Eviction Act* was created to protect blameless tenants from eviction and was adopted in recognition of the housing shortage in the State.

APPLICABILITY

This law applies to most residential rental properties including: single-family homes, mobile homes and land in a mobile home park, and apartment buildings and complexes. This law also applies to rooming and boarding homes.

EXCEPTIONS

This law may not apply to two or three unit owner-occupied premises with two (2) or fewer rental units. It does not apply to hotel guests, motel guests or guest houses rented to a transient guest or seasonal tenant. However, hotel and motel guests are covered under this law if, they have no other home and live at the hotel or motel on a continual basis. Additionally, this law does not apply to a unit held in trust on behalf of a member of the immediate family, if that family member is developmentally disabled, and permanently occupies the dwelling unit.

GROUNDNS FOR EVICTION

a. Failure to Pay Rent

If a tenant fails to pay rent, the landlord may immediately take legal action to have the tenant evicted. The landlord is not required to give the tenant notice before filing an eviction suit, except if the tenant resides in federally subsidized housing. If the tenant resides in federally subsidized housing a 14-day notice must be given before filing a suit for eviction.

*Note: A tenant may **not** be evicted for nonpayment of rent, if the tenant used the unpaid portion of rent to continue utility services to the rental premises after receiving notice that the services were in danger of being discontinued, and if the landlord was responsible for the payment of those utility services and did not make the payments required to retain the use of those services. These utilities include: electric, gas, water and sewer. The money used to pay for the continuance of those services shall be considered part of the rent payment.*

b. Disorderly Conduct

If after given written Notice to Cease disorderly conduct, the tenant continues the disorderly conduct and that conduct destroys the peace and quiet of the other tenants living in the house or neighborhood, the landlord may file a suit for eviction. ***A Notice to Quit must be served on the tenant at least three days prior to filing a suit for eviction.***

c. Damage or Destruction to the Property

The tenant may be evicted if he has intentionally or by reason of gross negligence caused or allowed destruction, damage or injury to the property. ***A Notice to Quit must be served on the tenant at least three days prior to filing a suit for eviction.***

d. Substantial Violation or Breach of the Landlord's Rules and Regulations

If after given a written Notice to Cease violating or breaching reasonable rules and regulations contained in the lease or accepted in writing by the tenant, the tenant continues to substantially violate or breach the rules and regulations, the landlord may file a suit for eviction. ***A Notice to Quit must be served on the tenant at least one month prior to filing the suit for eviction. In addition, any notices must be given on or before the start of a new month.***

e. Violation or Breach of Covenants or Agreements Contained in the Lease

- 1) If the tenant continues to substantially violate or breach the reasonable covenants or agreements contained in the lease, after given written Notice to Cease violating or breaching those covenants or agreements and if the landlord has reserved a right of re-entry in the lease, the landlord may file a suit for eviction. ***A Notice to Quit must be served on the tenant at least one month prior to filing the suit for eviction.***
- 2) In public housing, if the tenant has substantially violated or breached any of the covenants or agreements contained in the lease, pertaining to illegal uses of controlled dangerous substances, or other illegal activities, the landlord may file a suit for eviction. The covenant or agreement must conform to federal guidelines and must have been in effect at the beginning of the lease term. The landlord does not have to give Notice to Cease the illegal activity before filing for a Notice to Quit. ***A Notice to Quit must be served on the tenant in accordance with federal regulations pertaining to public housing.***

Note: A public housing authority may evict a tenant when a member of the tenant's household or guest engages in drug-related activity, even if the tenant did not know of the drug related activity. Dept. of Housing and Urban Development v. Rucker, 122 S.Ct. 1230 (2002).

f. Failure to Pay Rent Increase

If a tenant fails to pay rent after being given notice of a rent increase and a Notice to Quit, the landlord may file a suit for eviction. The rent increase must not be unconscionable and must comply with all other laws or municipal ordinances, including rent control. ***A Notice to Quit must be served on the tenant at least one month prior to filing the suit for eviction.***

Note: If the tenant believes the rent increase is unconscionable, he may withhold a portion of the rent. He may withhold the difference between the old rent rate and the new increased rate. However, the landlord may file a suit for eviction and the court would determine if the rent increase is unconscionable.

g. Health and Safety Violation or Removal from the Rental Market

A tenant may be evicted if the following conditions apply:

- 1) The landlord has been cited by an inspector and needs to board up or demolish the property because of substantial health and safety violations and because it is financially difficult to fix the violations.
- 2) The landlord needs to fix health and safety violations and it is not possible to do so, while the tenant resides at the property. When the landlord serves the eviction notice he must also notify the Department of Community Affairs, Landlord-Tenant Information Service, P.O. Box 805, Trenton, New Jersey 08635-0805. In addition, upon request, the landlord must provide the Department of Community Affairs with information as required under the law, so that the Department may prepare a report informing all parties and the court of the feasibility of the landlord to fix the violations without removing the tenants from the property.
- 3) The landlord needs to correct an illegal occupancy and it is not possible to correct this violation without removing the tenant.
- 4) A governmental agency wants to permanently take the property off the rental market, so that it can redevelop or clear land in a blighted area.

A Notice to Quit must be served on the tenant at least three months before filing a suit for eviction. The tenant can't be evicted until relocation assistance is provided.

Note: Tenants evicted under this cause may be eligible for financial and other assistance for relocation. If eligible, this assistance must be provided before the tenant can be evicted. Information on relocation assistance can be obtained from the Relocation Assistance Program of the Division of Codes and Standards, P.O. Box 802, Trenton, New Jersey 08625-0806, (609) 984-7609.

Any tenant evicted under g. 3) (illegal occupancy) is entitled to relocation assistance in an amount equal to six times the tenant's monthly rent. The landlord is responsible for paying the tenant's relocation expenses. Any tenant who does not receive the required payment from the landlord at least five days prior to his or her removal from the premises, may receive payment from a revolving relocation assistance fund established by the municipality. The landlord will be required to repay the money to the municipality. (Pursuant to N.J.S.A. 2A:18-61.1g.)

However, if the municipality has not established a relocation assistance fund, and the landlord does not pay the relocation funds within the required time, interest will accrue on the unpaid balance at the rate of 18% per year until the amount due, including interest is paid in full to the tenant. The amount due to the tenant is a lien on the property. The tenant may file a lien statement with the county clerk or registrar in order to enforce the lien. (Pursuant to N.J.S.A. 2A:18-61.1h.)

h. The Landlord Wants to Permanently Retire the Property from Residential Use

If the landlord wants to permanently retire a building or mobile home park from residential use, provided the circumstances covered under section (g) above do not apply, the landlord may file suit for eviction. *A Notice to Quit must be served on the tenant at least 18 months prior to filing the suit for eviction. No legal action may be taken until the lease expires.*

i. Refusal to Accept Reasonable Changes in the Terms and Conditions of the Lease

When the lease expires, the landlord may propose reasonable but substantial changes to the terms and conditions of the lease. If after written notice the tenant refuses to accept those changes the landlord may file suit for eviction and the court will determine if the proposed changes are reasonable. In cases where a tenant has received a notice of termination on any of the grounds listed in section (k) below, has a protected tenancy status pursuant to the "Senior Citizens and Disabled Protected Tenancy Act," or pursuant to the "Tenant Protection Act of 1992," the landlord or owner shall have the burden of proving that any changes in the terms and conditions of the lease, rental or regulations are reasonable and does not substantially reduce the rights and privileges that the tenant was entitled to prior to the conversion. *A Notice to Quit must be served on the tenant at least one month before filing suit for eviction.*

Note: The Senior Citizens and Disabled Protected Tenancy Act protects qualifying tenants from changes in the terms of the tenancy or rent increases, which rests solely on the landlord's decision to convert the rental premises.

j. Tenant Continuously Fails to Pay Rent or Habitually Pays Late

If the tenant continuously fails to pay rent or habitually pays late, after written Notice to Cease, the landlord may file a suit for eviction. *A Notice to Quit must be served on the tenant at least one month before filing a suit for eviction.*

Note: The Courts have ruled that habitual late payments means more than one (1) late payment following the Notice to Cease. Also the N.J. Supreme Court ruled that a landlord after giving a tenant a notice to cease late payments, must continue to give the tenant reasonable and sufficient notice when accepting further late payments, that continued late payments from the tenant would result in an eviction action. If the landlord does not give this continued notice, the original Notice to Cease given to the tenant may be considered waived by the Court.

k. Conversion to Condominium, Cooperative or Fee Simple Ownership

If the landlord or owner of a building or mobile home park is converting the property from the rental market to a condominium, cooperative or fee simple ownership of two or more dwelling units or park sites, except as hereinafter provided in subsection (l) below, the landlord may file a suit for eviction. The landlord must comply with the regulations governing conversion to condominiums and cooperatives, before a warrant for possession shall be issued. Up to five one-year stays if eviction shall be granted by the court if the tenant has *not* been offered a reasonable opportunity to examine and rent comparable housing. However, not more than one-year stay shall be granted if the landlord allows the tenant five months' free rent as compensation for hardship in relocation. No action for possession shall be brought against a senior citizen tenant or disabled tenant with protected tenancy status pursuant to the "Senior Citizens and Disabled Protected Tenancy Act of 1992," as long as the agency has not terminated the protected tenancy status or the protected tenancy period has not expired. *A Notice to Quit must be served on the tenant at least three years before filing a suit for eviction. No legal action may be taken until the lease expires.*

l. Tenancy After Conversion to Condominium, Cooperative or Fee Simple Ownership

- 1) The landlord may file for eviction, if the owner of a building or mobile home park, which is constructed as or being converted to a condominium, cooperative or fee simple ownership, seeks to evict a tenant or sublessee whose initial tenancy began after the master deed, agreement establishing the cooperative or subdivision plat was recorded, because the owner has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. However, no action shall be brought against a tenant under paragraph one (1) of this subsection unless the tenant was given a statement, informing the tenant that the property is being converted. ***A Notice to Quit must be served on the tenant at least two months prior to filing suit for eviction. No legal action may be taken until the lease expires.***
- 2) The landlord may file for eviction, if the owner of three or less condominium or cooperative units seeks to evict a tenant whose initial tenancy began, by rental, after the master deed or agreement establishing the cooperative was recorded, because the owner seeks to personally occupy the unit, or has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. ***A Notice to Quit must be served on the Tenant at least two months prior to filing suit for eviction. No legal action may be taken until the lease expires.***
- 3) The landlord may file for eviction, if the owner of a building with three residential units or less seeks to personally occupy a unit, or has contracted to sell the residential unit to a buyer who wishes to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. ***A Notice to Quit must be served on the Tenant at least two months prior to filing suit for eviction. No legal action may be taken until the lease expires.***

m. Tenancy Based on Employment

If a tenant resides in the property on the condition that, he is employed by the landlord as a superintendent, janitor or in some other job and that employment is terminated the landlord may file suit for eviction. ***A Notice to Quit must be served on the tenant three days prior to filing a suit for eviction.***

n. Conviction of a Drug Offense Committed on the Property

The landlord may file suit for eviction, if the tenant, including juveniles who have been found by the Court to be delinquent, has been convicted of or pleaded guilty to drug offenses that took place on the property, and has not in connection with his sentence either (1) successfully completed or (2) been admitted to and continues during probation participation toward completion of a drug rehabilitation program. Also, if the tenant lets a person who has been convicted of or pleaded guilty to drug offenses, occupy the premises for residential purposes whether it is continuously or occasionally, the landlord may file for eviction. This does not apply to a tenant allowing a juvenile to reside at the property where the juvenile has been found to be delinquent due to use or possession of drugs. ***No eviction suit may be brought more than two years after: the juvenile was found to be delinquent; conviction of the person; or after the person's release from incarceration whichever is later. A Notice to Quit must be served on the tenant at least three days prior to filing suit for eviction.***

o. Conviction of Assaulting or Threatening the Landlord, His Family or Employees

The landlord may file for eviction, if the tenant has been convicted of or pleaded guilty to, or if a juvenile has been found by the court to be delinquent due to an offense involving assault or terrorist threats against the landlord, a member of the landlord's family or an employee of the landlord. Also, if the tenant permits a person he knows has been convicted of or has pleaded guilty to these

actions to reside at the premises continuously or occasionally, the landlord may file suit for eviction. ***No eviction suit may be brought more than two years after: the juvenile was found to be delinquent; conviction of the person; or after the person's release from incarceration whichever is later. A Notice to Quit must be served on the tenant at least three days prior to filing a suit for eviction.***

p. Civil Court Action that Holds Tenant Liable for Involvement in Criminal Activities

The landlord may file for eviction, if the tenant is found by a civil court proceeding (not criminal) to be liable for involvement in theft of property located on the premises, involvement in assaults or terrorist threats against the landlord, a member of the landlord's family or an employee of the landlord, or involvement in illegal drug activities that takes place on the premises and that tenant has not in connection with his sentence for the drug offense either (1) successfully completed or (2) been admitted to and continues during probation participation towards completion of a drug rehabilitation program. Also, if the tenant permits a person he knows has been convicted of or has pleaded guilty to these actions, to reside at the premises continuously or occasionally, the landlord may file for eviction. This does not apply to a tenant allowing a juvenile to reside at the property where the juvenile has been found to be delinquent due to the use or possession of drugs. ***No eviction suit may be brought more than two years after: the juvenile was found to be delinquent; conviction of the person; or after the person's release from incarceration whichever is later. A Notice to Quit must be served on the tenant at least three days prior to filing suit for eviction.***

q. Conviction for Theft of Property

The landlord may file for eviction, if the tenant has been convicted of or pleaded guilty to, or if a juvenile has been found to be delinquent by the Court due to an offense involving theft of property from the landlord or from tenants residing in the same building or complex. Also, if the tenant permits a person he knows has been convicted of or has pleaded guilty to these actions to reside at the premises continuously or occasionally, the landlord may file for eviction. ***A Notice to Quit must be served on the tenant at least three days prior to filing suit for eviction.***

EVICTIONS FOR OWNER-OCCUPIED TWO AND THREE FAMILY DWELLINGS

In addition to the causes listed above, a tenant residing in an owner-occupied two or three family dwelling may be evicted if the landlord can show that the tenant is staying after the expiration of the lease and the landlord has given the tenant a written notice for delivery of possession of the property. Under this cause of not renewing the lease, a three month notice to quit must be given if an at will tenancy or year-to year tenancy exists. A one-month notice to quit is required for a month-to-month tenancy.

SELF-HELP EVICTIONS OR LOCKOUT

Self-help evictions occur when the landlord or someone acting on the landlord's behalf enters into the dwelling unit without the permission of the tenant and without a judgment from the Court and forces the tenant to move. A lockout occurs when the landlord padlocks your door or changes your locks while you are not home and then refuses to allow you back into the premises. A lockout is also when the landlord shuts off the utilities in attempt to force you to move. ***Self-help evictions or lockouts made by the landlord are illegal in New Jersey.***

If a landlord attempts a self-help eviction or lockout, the tenant should call the police. If the landlord refuses to allow the tenant back into the premises after the police have warned the landlord about the illegal procedure, the landlord may be charged with a disorderly person's offense. Only a judge can order a legal eviction.

FILING A COMPLAINT FOR EVICTION

A Complaint must be filed with the Office of the Clerk of the Special Civil Part in the county where the rental premises are located. A Landlord-Tenant complaint form (to be used by the landlord) is available from the Clerk of the Special Civil Part in the county where the rental premises are located.

Both the landlord and the tenant must come to the court hearing. If the landlord or his attorney does not come the complaint may be dismissed. If the tenant does not come, a default judgment may be entered against the tenant allowing the landlord to evict the tenant from the premises.

JUDGMENT FOR POSSESSION

If the landlord is granted a judgment for possession, the landlord may apply to the Clerk of the Special Civil Part for a warrant for possession, which allows the landlord to force the tenant to move out of the premises. The warrant for possession may not be issued until three (3) business days after the judgment for possession is granted. The tenant has three (3) business days to move all persons and belongings from the premises. If the tenant does not move after three (3) business days from the time the warrant for possession was served on the tenant, the landlord may arrange for the Court Officer to have the tenant evicted or locked out.

Following the eviction, the landlord must let the tenant remove personal belongings from the premises. A landlord cannot keep the tenant's belongings, but can arrange for their storage. A landlord must apply for a warrant for possession within 30 days from the date of the judgment for possession unless the judgment is stopped through a court order or other written agreement signed by the landlord and tenant.

A tenant may ask the court for permission to stay in the premises due to special difficulties that moving out may cause. If permission is granted, the tenant may not stay in the premises for more than six months. All rent due ordinarily must be paid for permission to be granted by the court.