

GARDEN STATE CLE LESSON PLAN

A 1.5 CLE CREDIT COURSE

FREE DOWNLOAD LESSON PLAN AND EVALUTION

LANDLORD TENANT LAW

WITH

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AND FEATURING

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Program Description

Evictions are an unpleasant fact-of-life that are especially common in a tough economy. But evictions sometimes look easy compared to the other myriad disputes between landlords and tenants. This 1.5 credit CLE presentation provides attorneys with the necessary information to represent building management and landlords faced with these sometimes bizarre disputes,

I. INTRODUCTION

- **Garden State CLE**
- **Panelists**
[Joseph Mooney, Esq. and Robert Ramsey, Senior Instructor]
- **Scope of Topic**
[1:05 duration and 7 pages of materials]

II. WHO IS A LANDLORD?

III. IS A LEASE REQUIRED?

- **Only Landlords NEED a lease**

IV. STATE LAW DICTATES WHAT CANNOT BE IN A LEASE

- **Security deposit forfeiture example**

V. ANTI-EVICITION ACT

- **Garden State is pro-Tenant**
- **16 reasons are the sole basis for eviction**

VI. LEASE CONTENTS NEEDED TO PROTECT THE LANDLORD

- **Money owed to the landlord shall be construed as additional rent**
- **Eviction costs shall be paid by the Tenant**

VII. LANDLORDS CAN PROTECT THEMSELVES FROM LIABILITY FOR TENANT VIOLATIONS BY ADDING CONTRACT TERMS FOR REIMBURSEMENT

VIII. ILLEGAL GROUNDS FOR DISCRIMINATION

- **Race**
- **Religion**
- **People with children**
- **Gender (NJ's LAD)**
- **Civil Union members, even in spite of your religious beliefs**
- **Section 8 sources of funds, provided there is no other lawful basis for discrimination, like a history of evictions**

IX. LEGAL GROUNDS FOR DISCRIMINATION

- **Smokers, provided the reason is not pretextual versus a member of a protected class**
- **Pets**

X. SECURITY DEPOSITS

- *N.J.S.A. 46:8-19, NJ Security Deposit Law*
- **Separate non-commingled security deposit account and pay interest out annually**
- **Not more than 1.5 month's rent**
- **There's no room for a "pet" deposit**
- **Early termination turns the tenant into a month-to-month tenant under NJ Law.**
- **Refund the deposit within 30-days of the tenancy. What about in the event of an early moving out?**
- **These monies are the tenant's monies. Landlord must prove that the money is owed for breach of lease.**

XI. IMPLIED WARRANTY OF HABITABILITY

- **Implies: Landlord will address and abate living/tenancy problems within a reasonable period of time**

XII. FILING AND SERVICE

- **Court officers may actually serve the papers**
- **Judges do not bend over backwards to help tenants because they are bound by the statute. They have no authority to extend the statute and its purposes. The judgment for possession enters if the tenant doesn't have the rent**
- **Execution of the Judgment: If paid by end of day into court, the matter gets dismissed.**
- **Otherwise, the Warrant for Removal will issue to lock out the tenant but that must wait for three days after issuance to comply with Statute. Practically, another 10-14 days follows the judgment for possession before lockout. The Landlord has to take steps after judgment**
- **Lockout: Warrant is served, three days have expired, and the LL calls the Constable to arrange the lockout.**
- **Possessions: The Abandoned Tenant Property Act, N.J.S.A. 2A:18-72 places an affirmative duty on the Landlord to store**

the goods. Has to send a letter prescribed by statute, including a 33-day notice to remove the property.

- **Superior Court maintains jurisdiction for ten days after lockout. Motion to Vacate can be filed for example. Service problems, etc.**
- **Most non-payment cases can be handled by the LL on his/her own. Other types require certain magic words and the case can be lost without being heard. The notices are jurisdictional in nature and if legally insufficient, the case must be dismissed.**
- **Bankruptcy and the automatic stay: these are a problem for Landlords. If the Judgment for Possession enters before the BK is filed, the Debtor has to pay one month's rent to the BK court and it is transmitted by the court to the LL, and the stay operates for 30 days, after which the Landlord will be permitted to proceed.**
- **To remain in possession, you must pay all of the rent in BK court.**