

ADVICE FOR NJ TENANTS WHO HAVE BEEN DISPLACED BY NATURAL DISASTERS

Emergency and Temporary Help

If you had to leave your rented home or apartment because of the storm and have no place to go right now, you should be able to receive emergency shelter and other help. The following is a list of some of the types of help you can get, some of the agencies and organizations you can contact, and places you can go. **Please note that this list may change at any time, as different kinds of help become available or unavailable, and different agencies or groups become involved or stop providing help.**

- [Find Open Shelters](#) (from the American Red Cross)
- [Tropical Storm Ida Resources](#) (a general summary of all the kinds of help you can get)
- [County Boards of Social Services](#): Contact your local Board of Social Services to see if you are eligible for emergency housing assistance or other kinds of help
- The federal department of [Housing and Urban Development](#) (HUD) has announced disaster relief for Tropical Storm Ida survivors.
- In coordination with the State-Led Housing Task Forces, FEMA has several [temporary housing assistance](#) options that can help to ensure survivors have access to safe, secure housing in the aftermath of Tropical Storm Ida. The types of housing assistance used will depend on the needs of each individual community and can include:
 - **Transitional Housing Assistance**: If approved for the disaster, FEMA may provide temporary sheltering using participating hotels for eligible disaster survivors.
 - **Rental Assistance**: Financial assistance may be available for eligible survivors who need a place to temporarily live while their home is repaired, or until they secure permanent housing.
 - **Home Repair/Replacement**: Financial assistance may be available for eligible homeowners to rebuild or make basic repairs so their home is safe, sanitary and functional.
 - **Direct Temporary Housing**: This type of assistance provides temporary use of FEMA-issued temporary transportable housing units to eligible survivors.

If you need an extension of the temporary housing assistance you are receiving from FEMA, you must contact FEMA and ask for help. FEMA should automatically send you a form that you must fill out concerning the request for more time. If you don't have the form, or have questions about temporary housing assistance, contact FEMA's toll-free helpline by phone or 711/VRS at **1-800-621-FEMA (3362)** or TTY **1-800-462-7585**. To ensure FEMA is able to meet the housing needs of all survivors, FEMA is also pre-staging Temporary Housing Units (THUs) for possible use in New York and New Jersey, in the event that the units are requested by the states.

FEMA can also provide:

- **Grants for home repairs and replacement of essential household items** not covered by insurance to make damaged dwellings safe, sanitary and functional.
- **Grants to replace personal property and help meet medical, dental, funeral, transportation, and other serious disaster-related needs** not covered by insurance or other federal, state, and charitable aid programs.
- **Low-interest loans to cover residential losses** not fully compensated by insurance. Loans are available for up to \$200,000 for primary residence and up to \$40,000 for personal property, including renter losses. Loans are available for up to \$2 million for business property losses not fully compensated by insurance.

To qualify for any of this assistance, renters must first register with FEMA online at www.disasterassistance.gov, via web-enabled phone at m.fema.gov, or by calling 1-800-621-3362 or TTY 1-800-462-7585. For 711 Relay or Video Relay Services, call 1-800-621-3362. The toll-free telephone numbers are open from 7 a.m. to 10 p.m. seven days a week.

Rent payments, security deposits, property damage, and other housing problems

Once you have emergency or temporary housing, what you need to do next depends upon the particular situation you are in. Here are some of the more common problems people are facing.

- **You had to leave your apartment or house before the storm, and could not return for several days because there was no electric or gas, *not because of anything your landlord did or did not do*. Your apartment was not seriously damaged, you lost no property other than what was in your refrigerator, and you are now back in or will be able to return as soon as the utilities are restored.**
 - **Do I need to pay the rent?** If you were only out of your home for a short time, and the main reason you could not return was that power was out in your whole neighborhood - not because of anything the landlord did or did not do – then you will in all likelihood have to pay the rent **after you are back in the apartment**. [Remember: be sure to save the whole rent; don't spend any of it.] However, since you could not live in the home or apartment for that period of time, you should call the landlord to see if he is willing to accept less rent because of the hardship you experienced.
 - **What about my lost food and the other costs I had because I could not stay in my apartment, such as motel charges?** You should file a claim with FEMA for any charges you had to pay for emergency shelter in a motel or some other location, and for any related costs. However, FEMA does not generally cover lost food. [Remember: you should have been advised that you had the right to apply to the Board of Social Services for disaster food stamp assistance.]
- **You had to leave your apartment because of the storm and now can't move back in right away because of damages caused by the storm that can be repaired.**
 - **Can I get temporary shelter assistance during the time that the repairs are being made?** You should be entitled to temporary relocation assistance if you have been displaced by the local housing or building inspector or Board of Health. If you were, call the town inspection office and ask for the name and number of the person responsible for providing "*relocation assistance*." You should also be able to obtain help from FEMA, the County Board of Social Services, or other organizations. See the first part of this article for how to get help from FEMA and seek assistance from other agencies and organizations.

- **Do I need to pay the rent, and do I have to pay it before I am back in the apartment or home?** In this situation, you should not pay any rent before you are back in your home or apartment. [**Remember: be sure to save the whole rent; don't spend any of it.**] This is because if you are not able to return within a reasonable time, or if you cannot return at all, you may be entitled to have your rent reduced, or not pay anything at all if you are never able to go back. Please read the rest of this article to find out when you may have these rights.

If the landlord makes the repairs correctly and within a reasonably short time, you will probably have to pay the rent. However, since you could not live in the home or apartment for that period of time, you should call the landlord to see if he is willing to accept less rent because of the hardship you experienced.

If the landlord is slow making the repairs, or does not do them correctly, you may be entitled to have your rent reduced. Learn about the landlord's obligation to make proper repairs within a reasonable time, and your right to obtain a rent reduction (also known as a rent "abatement") if this is not done: [Habitability Bulletin](#).

- **If the repairs are going to take a long time, can I move and get my security deposit back?** New Jersey law says that if you are forced to leave your home or apartment because of "fire, flood, condemnation or evacuation," **and** the local building inspector or other public official states in writing that you are unlikely to be able to get back into your apartment within seven days and tells this to the landlord, then the landlord must return your security deposit to you within five business days and you can move. If the landlord does not return the deposit to you within five days, you can sue in small claims court to get it back. If you decide to move back in once the repairs are done, however, you will have to pay the deposit back in three installments over 60 days with the first third being due at the time you return or you can be evicted. [See [N.J.S. A. 46:8-21.1](#).]
- **Can I be paid for any of my property that is damaged or destroyed?** The answer to this question depends on several things. If you have renters' insurance and the damage is caused by rain or wind or the landlord's failure to make repairs or keep the house or apartment up, then you should be able to receive payment for lost property from the insurance company. If your property is destroyed by a flood, however, the renters' insurance probably will not cover your loss. [You should still file a claim, since it may not be clear what caused the damage.]

If you don't have renters' insurance, or your renters' insurance won't pay for your loss, you should find out if the landlord has flood insurance. If he does, you should ask him to submit a claim on your behalf. **You may also be able to receive payment from FEMA or another organization for property that is lost or damaged. Read the first part of this article to learn how to do this.**

If any of the damaged or lost property is caused by something the landlord did or did not do (such as repair leaks in the roof, take care of electrical problems, or something else), then you should ask him to submit a claim to his insurance company. If the insurance does not pay, you can go to court and sue the landlord for the amount of your lost or damaged property.

- **You had to leave your apartment because of the storm, and you have been told that you can't move back in at all because the apartment is so damaged that it cannot be repaired within a reasonable time, or at all.**
 - **Do I need to pay any rent?** No. In this situation, your obligation to pay rent ended on the day you were forced to leave your home.
 - **Can the landlord or the town tell me I am permanently evicted without taking me to court?** Neither the landlord nor an insurance company nor any other private individual or organization can tell you that you are being permanently evicted. The landlord must take you to court to evict you. The landlord can only do this if a housing or health inspector has told her that there are serious violations that must be corrected, and the landlord can prove that she cannot afford to make the repairs. The landlord must also give you a written notice before taking you to court. See more [here](#).

If the court does permit the eviction, you should be entitled to relocation assistance from the town or agency that told the landlord to make repairs. Call the town inspection office and ask for the name and number of the person responsible for providing "*relocation assistance*." You should also be able to receive help from FEMA, the County Board of Social Services, or other organization. See the first part of this article for how to get help from FEMA and seek assistance from other agencies and organizations.

If a government housing or health inspector tells you that you are being permanently evicted immediately because the building is **so unsafe** that it represents an immediate threat to your life or health, you will have to leave and you may not be able to obtain relocation assistance from the town. You can fight the decision to close the building, but you will probably need an attorney's help. Contact your local Legal Services office immediately. If you are evicted by the town or other agency, you should be able to obtain temporary shelter assistance, and long-term help as well, from FEMA, the County Board of Social Services, or other organizations. See the first part of this article for how to get help from FEMA and seek assistance from other agencies and organizations.

- **Do I have to pay any rent?** No. In this situation, your obligation to pay rent ended on the day you were forced to leave your home. If you are able to move in again because you won in court, the inspector changes her decision, or for some other reason, you will have to start paying rent from the day you moved back in.
- **Can I get my security deposit back right away?** New Jersey law says that if you are forced to leave your home or apartment because of “fire, flood, condemnation or evacuation,” **and** the local building inspector or other public official has posted a notice on the building saying that no one can live there, then the landlord must return your security deposit to you within five business days. If the landlord does not return the deposit to you within five days, you can sue in small claims court to get it back. [See [N.J.S. A. 46:8-21.1.](#)]
- **Can I be paid for any of my property that is damaged or destroyed?** The answer to this question depends on several things. If you have renters' insurance and the damage is caused by rain or wind or the landlord's failure to make repairs or keep the house or apartment up, then you should be able to receive payment for lost property from the insurance company. If your property is destroyed by a flood, however, the renters' insurance probably will not cover your loss. [You should still file a claim, since it may not be clear what caused the damage.]

If you don't have renters' insurance, or your renters' insurance won't pay for your loss, you should find out if the landlord has flood insurance. If he does, you should ask him to submit a claim on your behalf. **You may also be able to receive payment from FEMA or another organization for property that is lost or damaged. Read the first part of this article to learn how to do this.**

If any of the damaged or lost property is caused by something the landlord did or did not do (such as repair leaks in the roof, take care of electrical problems, or something else), then you should ask him to submit a claim to his insurance company. If the insurance does not pay, you can go to court and sue the landlord for the amount of your lost or damaged property.

Learn more about your rights from **Department of Community Affairs**, Landlord-Tenant Information Page at

https://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html

and

<https://www.nj.gov/dca/divisions/codes/offices/housinginspection.html>

Housing Code Administration Contacts:

County

E-Mail Address

Bergen, Gloucester, Ocean, Sussex or Union

BHICodeAdminReg1@dca.nj.gov

Burlington, Camden, Mercer, Passaic or Somerset

BHICodeAdminReg2@dca.nj.gov

Cape May, Cumberland or Hudson

BHICodeAdminReg3@dca.nj.gov

Essex, Morris, Salem or Warren

BHICodeAdminReg5@dca.nj.gov

Atlantic, Hunterdon, Middlesex or Monmouth

BHICodeAdminReg6@dca.nj.gov



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



HABITABILITY BULLETIN

Updated February 2008

This bulletin provides basic information about the responsibilities of landlords and tenants for maintaining rental units. Many citizens of the State reside in dwelling units that fail to meet minimum standards of safety and sanitation. Tenants have a right to safe, sanitary and habitable housing in New Jersey. This bulletin is for informational purposes only and should not be used for legal interpretations or legal advice. Please consult an attorney for legal services and advice when necessary.

Habitability

Tenants have the right to safe, sanitary and decent housing. Residential leases carry an “implied warranty of habitability.” This means that a landlord has a duty to maintain the rental unit and keep it fit for residential purposes throughout the entire term of the lease and that the landlord must repair damage to vital facilities. The tenant is responsible for maintaining and returning the property to the landlord in the same condition that the tenant received it, except for normal wear and tear.

Note: Where damage has been caused by malicious or abnormal use by the tenant, the tenant is responsible for the repair.

Reporting housing code violations

All buildings with three or more rental units must comply with the regulations for the Maintenance of Hotels and Multiple Dwellings and must be registered with the Bureau of Housing Inspection. The Bureau of Housing Inspection is the enforcement agency for housing code violations in buildings with three or more rental units. To file a complaint contact the Bureau of Housing Inspection at (609) 633-6241. Multiple dwelling units are required to be inspected every five years. One and two unit buildings do not fall under the jurisdiction of the Bureau of Housing Inspection. One and two unit buildings that are not owner-occupied must comply with any applicable local ordinances and must register with the Clerk in the municipality in which the residential property is located. No registration is required for owner occupied two family houses. When the heating equipment in a residential unit fails and the landlord does not take appropriate action after receiving proper notice from the tenant, the local board of health may act as agent for the landlord and order the repairs to fix the equipment. Evictions cannot be filed unless the rental property is registered.

NOTE: THE LOCAL HEALTH AGENCY IN YOUR MUNICIPALITY SHOULD BE CALLED FOR LACK OF HEAT AND HOT WATER. LOCAL AGENCIES RESPONSIBLE

FOR HOUSING INSPECTIONS SHOULD BE CALLED FOR UNINHABITABLE STRUCTURAL CONDITIONS.

Remedies if the landlord fails to maintain the property in a habitable condition

If the landlord does not keep the premises in a habitable condition, a tenant may repair any vital deficiencies and deduct the amount of the repair from the rent. The landlord's failure to maintain the property could also lead to what is called a constructive eviction by the tenant. (See below for explanation) The tenant may seek rent abatement (a reduction in rent) or withhold the rent or a portion of the rent.

Before applying the remedies of repair and deduct, constructive eviction, rent abatement or withholding the rent or a portion of the rent, the following must apply:

1. The defect must be of a "vital facility." Vital facilities are those things necessary to make the rental unit habitable. Examples of defects to vital facilities include: broken toilets, no hot or cold water, lack of heat or electricity or broken windows.
2. The tenant must not have caused the condition.
3. The tenant must have notified the landlord that the deficient condition existed and allowed the landlord adequate time to fix the defect. ***Notice should be given in writing and by certified mail, return receipt requested.***

1. Repair and deduct

Marini v. Ireland, 56 N.J. 130 authorized the self-help remedy of repair and deduct. A tenant may repair vital facilities deficiencies and deduct the amount of the repair from the rent.

2. Constructive eviction

Constructive eviction means that a tenant may break the lease without penalties because the landlord is guilty of neglect or default, which makes the premises unsafe, unfit or unsuitable for occupancy. Reste Realty v. Cooper, 53 N.J. 446, established the foundation for constructive eviction.

If a tenant invokes the remedy of constructive eviction, and the landlord is found to be negligent in maintaining the rental unit, the tenant is entitled to the return of the security deposit and is not responsible for the rent for the balance of the lease or the cost of re-renting the property.

3. Rent abatement (reduction)

Upon entering into a lease, the tenant's promise to pay rent and the landlord's warranty of habitability are dependent. In Berzito v. Gambino, 63 N.J. 460, the court held that a tenant claiming that the landlord did not maintain the property in a habitable condition may initiate an action to recover all or part of the deposit paid when the lease was finalized or all of the rent paid. If the court finds that the landlord did not maintain the property in a habitable condition, the tenant will be charged only with the reasonable rental value of the property in its imperfect condition during the tenancy.

4. Withholding the rent or a portion of the rent

If the landlord breaches his obligation of maintaining the property at an adequate standard of habitability, a tenant may withhold the rent or a portion of the rent to be used

as a set-off, because of the deficient condition. If the landlord institutes an eviction proceeding for non-payment of rent, the tenant is entitled to use the landlord's breach of his obligation to provide a habitable residence as a defense and justification for the set-off (deduction of rental payment).

5. Rent Receivership

The law promoting safe and sanitary housing for tenants of substandard dwellings (N.J.S.A. 2A:42-85, et seq.) was enacted after the Berzito decision. The law authorizes tenants in substandard dwelling units to deposit their rents with a court-appointed administrator for use in remedying defective conditions. If there is a difference in the market value of the premises in its defective condition and the amount of rent that the tenant paid to the court administrator, the tenant may be entitled to a rent abatement and may only be charged the reasonable rental value of the property in its imperfect condition. To use this remedy, a tenant or housing inspector may file a complaint in the court of the municipality in which the property is located.

In the case of Park Hill Terrace v. Glennon, Mitnick, and Stoff, 146 N.J. Super. 68, the court held that air conditioning was a part of the original tenancy and that its failure affected the habitability of the premises.

Note: Not every defect or inconvenience is considered a breach of the warranty of habitability. Each case must be judged on its own facts. To avoid eviction, any rent withheld by the tenant should be saved and accessible in case the court requires the tenant to pay the outstanding rent.

In emergency situations created by the landlord or resulting from his negligence, the landlord may be responsible to bear a tenant's expenses in obtaining alternative housing during the emergency. Expenses may be deducted from the rent. However, the expenses must be reasonable.

Utility requirements

From October 1 to May 1, the rental premises shall be maintained at a temperature of at least 68 degrees Fahrenheit between the hours of 6:00 a.m. and 11:00 p.m.; between the hours of 11:00 p.m. and 6:00 a.m. the rental premises shall be maintained at a temperature of at least 65 degrees Fahrenheit. The hot water temperature should be maintained at a minimum of 120 degrees and a maximum of a 160 degrees Fahrenheit.

Utility companies are prohibited from shutting off utilities in tenant-occupied buildings whose owners have failed to make payments, without first notifying the tenant of the impending disconnection. Before disconnecting utility services, the utility company must give the tenant an opportunity to agree to make future payments.

Paint requirements

Interior walls, ceilings and other exposed surfaces in rental units must be kept smooth, clean, free of flaking, loose or peeling paint, plaster or paper and maintained in a sanitary condition. Painting or other protective coatings are the responsibility of the occupant, not the landlord when required more than once every three years, as a result of acts or omissions of the tenant. (Rental units are not required to be painted between tenants.)

Landlords of certain types of buildings must notify prospective tenants of lead-based paint hazards in the dwelling they wish to rent and provide them with information about the identification and control of such hazards. If the dwelling was built before 1978, contains bedrooms and is to be rented for more than 100 days, the landlord must provide tenants with an information pamphlet entitled "Protect Your Family from Lead in Your Home". Also, the lease agreement must include a federal disclosure form about lead-based paint or lead based hazards in the property and any lead evaluation reports must be attached to the form. The landlord may be unaware of a lead hazard, however, that does not mean that one does not exist. A local board of health has the authority to order the removal of lead paint from the interior of a dwelling unit when it causes a danger to occupants.

Housing for the elderly or persons with disabilities are exempt from this disclosure requirement unless a child under the age of six resides with such persons. For additional information and to order a copy of the pamphlet, contact the National Lead Information Center at (800) 424-5323(LEAD) or (800) 526-5456 for the hearing impaired. For bulk copies call (202) 512-1800. Requests can be faxed to (202) 659-1192. Information can also be found on the HUD Office of Healthy Homes and Lead Hazard Control website, which is: <http://www.hud.gov/offices/lead/index.cfm>.

Screens and window guards

Screens suited to protect the interior of the building against insects must be provided and kept in good repair for each exterior door, except exterior doors which do not provide ventilation. Screens shall also be provided, maintained and installed for each openable window in living and common areas. Screens are not required for units or common areas on the 6th floor or above. Screens shall be provided from at least May 1 to October 1 of each year, where required.

The Hotel and Multiple Dwelling regulations provide that upon written request by a tenant of a unit in which a child 10 years of age or younger resides, the landlord must provide, install and maintain approved child protection window guards on the windows of the dwelling unit and on any accessible windows in the public halls. This requirement does not apply to windows which give access to a fire escape or which are located on the first floor. Nor does this requirement apply to owner-occupied units, condominiums or cooperatives.

Leases must contain a notice advising tenants that, upon written request by the tenant, the owner is required to provide, install and maintain window guards in dwelling units with children 10 years of age or younger. In addition, yearly written notices must be given to tenants informing them of the window guard regulation. Landlords are not required to offer window guards for first floor units.

To purchase a copy of the regulations for the Maintenance of Hotels and Multiple Dwellings contact the Bureau of Housing Inspection, P.O. Box 810, Trenton, New Jersey 08625-0810, or call (609) 633-6225 for more information.

HUD or subsidized housing

Housing code violations in federally subsidized housing fall under the jurisdiction of the Department of Housing and Urban Development, New Jersey State Office, 1 Newark Center Street, 12th floor, Newark, New Jersey 07102-5260 or call (973) 622-7900.