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# INTRODUCTION TO RENTERS RIGHTS

A FREE WORKBOOK



The Newark Chronicle

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# INTRODUCTION TO RENTERS RIGHTS

A Comprehensive Course for Tenants, Advocates, and Community Members — New Jersey Edition

**thenewarkchronicle.com**

*""Know Your Rights. Protect Your Home.""*

*Course Edition — November 2026 | Newark, NJ & Beyond*

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## Welcome from The Newark Chronicle

We are so glad you are here. This course was created because we believe that every renter — regardless of income, background, or circumstance — deserves to understand their rights and have the tools to protect their home. Housing is not a privilege; it is a foundation. Without stable, safe housing, everything else becomes harder: work, family, health, and community.

This course book is your guide. Over seven modules, you will learn about leases, evictions, fair housing law, discriminatory screening practices, habitability standards, renters insurance, and how to navigate the systems and resources designed to help you. Each module includes lessons, key terms, a quiz, a practical assignment, and an essay prompt — because real knowledge is built through engagement, not just reading.

You do not need to be a lawyer to know your rights. You need education, support, and community — and that is exactly what The Newark Chronicle is here to provide. Work through this course at your own pace, ask questions, and know that we are with you every step of the way.

With commitment to your empowerment,

The Newark Chronicle

thenewarkchronicle@gmail.com

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# Course Overview

## Course Description

This course — Introduction to Renters Rights — is a comprehensive educational program designed to equip tenants, advocates, and community members with the knowledge and practical tools they need to understand, exercise, and protect their housing rights. Whether you are currently facing a housing challenge, seeking to prevent one, or working to help others in your community, this course meets you where you are and builds your capacity to act with confidence.

The course covers every major dimension of the tenant-landlord relationship: from understanding what you sign when you move in, to knowing exactly what to do if you receive an eviction notice. You will learn about federal fair housing protections, how to recognize and challenge discriminatory screening practices, your right to a safe and habitable home, and how to protect your belongings and finances through renters insurance. The final module brings it all together by connecting you with housing systems, legal resources, and advocacy strategies.

This course is grounded in real-world application. The laws, processes, and examples used throughout reflect the housing landscape in **New Jersey — particularly for tenants in Newark and Essex County** — while also addressing federal protections that apply nationwide. New Jersey has some of the strongest tenant protections in the country, including a good-cause eviction law, a strong state anti-discrimination law, and rent control in Newark. At its core, this course is about empowerment: an informed tenant is a protected tenant, and a community of informed tenants is a force for justice.

## Learning Objectives

By the end of this course, students will be able to:

- Identify and explain the key components of a residential lease agreement and recognize unfair or potentially illegal clauses

- Describe the legal eviction process in New Jersey, including tenant rights at each stage and available defenses in court
- Explain the Fair Housing Act, its seven protected classes, and New Jersey's Law Against Discrimination, and how to recognize and report housing discrimination
- Analyze income-based and background-screening practices used by landlords and identify when such practices may be discriminatory — including under New Jersey's Fair Chance in Housing Act
- Articulate the implied warranty of habitability under New Jersey law and the steps tenants can take when landlords fail to maintain a livable unit — including repair and deduct and rent withholding
- Understand the purpose, coverage, and value of renters insurance and navigate the process of obtaining and filing a claim
- Locate and access legal aid, housing assistance programs, and advocacy resources available to tenants in Newark and Essex County
- Communicate effectively and professionally with landlords in writing to document housing issues and protect their legal standing
- Describe the role of tenant organizing, civic advocacy, and community organizations in advancing housing justice
- Apply course knowledge to real-world scenarios through quizzes, written assignments, and evidence-based essay arguments

## How to Use This Course Book

This course book is organized into seven modules. Each module begins with a set of numbered lessons, followed by a Key Terms box, a 10-question quiz, a practical assignment, and an essay prompt. Work through each module in order, as later modules build on concepts introduced earlier.

- **Lessons:** Read each lesson carefully. Take notes on terms and concepts that are new to you. The Key Terms box at the end of each module summarizes the most important vocabulary.
- **Quizzes:** Complete each quiz independently to test your understanding. Quizzes include multiple choice and true/false questions based directly on lesson content.
- **Assignments:** Each assignment asks you to apply what you have learned to a real-world scenario or practical exercise. Take your time and write in complete sentences.

- **Essay Prompts:** Essays require you to think critically and argue a position using evidence from the module. Minimum word counts are listed for each essay. Use your own words.
- **Submissions:** All completed work must be emailed to thenewarkchronicle@gmail.com using the subject line format described below.

## Grading & Completion Policy

This is a completion-based course. There are no letter grades. To earn a Certificate of Completion from The Newark Chronicle, students must complete and submit all of the following for each module:

- All 7 module quizzes (10 questions each)
- All 7 module assignments (written responses to scenario-based prompts)
- All 7 essay prompts (minimum word counts apply)

Submissions are reviewed by The Newark Chronicle staff. Work that is incomplete, missing, or substantially off-topic may be returned with feedback and a request to resubmit. Students are encouraged to do their best work — this course is about genuine learning, not just box-checking.

## Submission Instructions

### How to Submit Your Work

All completed assignments, quizzes, and essays must be submitted by email to:

**thenewarkchronicle@gmail.com**

Use the following subject line format for every submission:

[Your Name] - [Module Name] - [Assignment Type]

Example: Jane Doe - Module 2 - Essay Prompt

You may submit work for multiple modules together in one email, or separately as you complete each module. Please attach your responses as a Word document or typed PDF when possible. Handwritten submissions may be submitted as clear photo attachments.

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# Module 1: Understanding Your Lease

*Lessons 1.1 - 1.3* | *Key Terms* | *Quiz* | *Assignment* | *Essay*

Your lease is the foundation of your tenancy. Understanding every word of it is the first and most powerful step toward protecting yourself as a renter.

## Lesson 1.1 - What Is a Lease?

### Definition and Legal Significance

A lease is a legally binding written contract between a landlord (the property owner or manager) and a tenant (the renter) that establishes the terms and conditions under which the tenant may occupy a rental unit. Once signed by both parties, a lease creates legal obligations for both sides. The tenant agrees to pay rent and abide by the rules of the property; the landlord agrees to provide housing and maintain the premises.

Because a lease is a legal document, its terms can be enforced in court. If a tenant violates the lease, the landlord may have grounds to pursue eviction. If a landlord violates the lease, the tenant may have legal remedies including damages or early termination. Never treat a lease as a formality — it is a contract that governs your home.

In New Jersey, a lease can also be oral — but a written lease protects you far better, because a judge can read exactly what was agreed. New Jersey law requires a written residential lease to be in plain language that the average person can understand (N.J.S.A. 56:12-2), and the parties must be at least 18 years old and mentally competent.

### Types of Leases

- **Fixed-Term Lease:** A lease that covers a specific period — most commonly 12 months. During the lease term, rent generally cannot be raised and neither party can end the agreement early without penalty (with limited legal exceptions). At the end of the term, the lease typically expires, renews automatically, or converts to month-to-month. In New Jersey, remember: the end of a fixed term alone does **not** give your landlord a right to evict you. Under the Anti-Eviction Act, the landlord needs a good cause to evict or refuse to renew (see Module 2).

- **Month-to-Month Lease:** A lease that renews automatically each month unless either the landlord or tenant provides written notice to terminate (typically 30 days' notice). This arrangement offers flexibility but also means the landlord can raise rent or end the tenancy with relatively short notice — though in New Jersey, a landlord still needs good cause to end the tenancy of a covered tenant.

## Key Clauses Every Tenant Should Understand

- **Rent Amount and Due Date:** The exact dollar amount due each month and the date by which it must be paid. Note whether payment must arrive by that date or merely be postmarked.
- **Late Fees:** The amount charged if rent is paid after the due date, and whether a grace period applies before fees are assessed. New Jersey does not cap late fees for most tenants, so your lease decides — but tenants who receive Social Security old-age or disability benefits, Supplemental Security Income, a railroad retirement pension, or Work First New Jersey benefits, with rent due on the 1st of the month, get a **five-business-day grace period** before any late fee can be charged (N.J.S.A. 2A:42-6.1).
- **Maintenance Responsibilities:** Which repairs are the landlord's responsibility and which fall to the tenant. Landlords are generally responsible for major systems (heat, plumbing, structure); tenants are typically responsible for minor upkeep and damage they cause.
- **Pet Policy:** Whether pets are permitted, what species or breeds, any pet deposit or monthly pet fee, and consequences for unauthorized pets. Remember: in New Jersey, a pet deposit counts toward the security deposit cap of one and a half months' rent.
- **Subletting:** Whether you may sublet (rent your unit to another person) and under what conditions. Most leases prohibit subletting without written landlord approval.
- **Landlord Right of Entry:** The circumstances under which your landlord may enter your unit — for inspections, repairs, emergencies — and the advance notice required. New Jersey law does not set a specific number of hours, so your lease controls. For inspection and maintenance, the state's housing rules treat one day's notice as reasonable; emergencies are the exception.

## Papers Your Landlord Owes You

New Jersey law requires your landlord to give you certain documents. If you didn't receive them, ask — in writing.

- **Truth in Renting statement** (N.J.S.A. 46:8-43 to -51): the state's plain-language guide to tenant and landlord rights. Your landlord must give you a copy within 30 days after the state posts it,

and to every new tenant at or before signing.

- **Landlord registration certificate** (N.J.S.A. 46:8-27 to -37): every rental property in New Jersey must be registered, and the landlord must give you a copy of the certificate within 30 days. If the landlord hasn't registered, a court cannot enter a judgment for possession against you.
- **Security deposit notice** (N.J.S.A. 46:8-19): within 30 days of receiving your deposit, the landlord must tell you in writing where it is held — the bank name and address, the amount, the account type, and the interest rate.

# Lesson 1.2 - Reading Your Lease

## How to Identify Red Flags in a Lease

Not all lease clauses are created equal. Some landlords include provisions that are overly broad, deceptive, or outright illegal. Before signing, read every page carefully and watch for the following red flags:

- Clauses that waive your right to advance notice before the landlord enters your unit
- Language that holds you responsible for all repairs, including major systems like plumbing or heating
- Automatic lease renewal clauses with very short or unclear opt-out windows
- Excessive or undefined late fees with no grace period
- Clauses that waive your right to take the landlord to court or require binding arbitration only
- Vague language about what constitutes a lease violation (giving the landlord broad power to evict)
- A security deposit larger than one and a half months' rent, or an application fee over $50 (for most rentals, since May 1, 2026 — N.J.S.A. 46:8-18.1)

## Common Deceptive or Unfair Lease Clauses

- "Landlord is not responsible for any loss or damage…" — Overly broad liability waivers may be unenforceable under state law.
- "Tenant waives all rights to receive notice…" — Waivers of legally required notice are typically unenforceable.

- “Tenant agrees to pay all attorney’s fees…” — One-sided attorney’s fees clauses that apply only to the landlord may not hold up in court. In New Jersey, a landlord can only recover attorney’s fees if the written lease expressly permits it, and late fees count as additional rent only if the lease says so (*Community Realty v. Harris*, 155 N.J. 212 (1998)).
- “Landlord may enter at any time…” — A landlord may not enter without your consent or a court order except as your lease provides and in emergencies.
- “Tenant waives the warranty of habitability…” — The implied warranty of habitability cannot be waived in a New Jersey residential lease.

### What Landlords Can and Cannot Legally Include

Landlords have broad authority to set lease terms, but state and federal law set limits. Landlords cannot include clauses that: waive the implied warranty of habitability; waive legally required notice periods; discriminate based on protected classes; or require tenants to waive their right to legal action in violation of state consumer protection law. If a lease clause violates applicable law, it is generally unenforceable — and in New Jersey you can ask the Special Civil Part to remove an illegal provision from your lease (N.J.S.A. 46:8-48) — but the rest of the lease may still stand.

## Lesson 1.3 - Signing, Renewing, and Breaking a Lease

### What to Do Before Signing

- Read the entire lease — do not skip sections or assume standard language is acceptable
- Ask the landlord to explain any clause you do not understand — and get the explanation in writing
- Document the condition of the unit before moving in with photos and a written move-in checklist signed by both parties
- Never sign a blank or incomplete lease
- Request a copy of all lease addenda (pet addendum, parking addendum, utility agreement, etc.) before signing
- Confirm you received the Truth in Renting statement, the registration certificate, and the security deposit notice
- If possible, have a tenant advocate or legal aid attorney review the lease before you sign

## Your Rights When Renewing

When your fixed-term lease expires, your landlord may offer you a renewal — often with a rent increase. You are not obligated to accept new terms. You have the right to negotiate, decline, and move out at the end of the term. Review any renewal lease as carefully as you did the original. If your landlord raises rent in a renewal, they should provide written notice of the new amount with sufficient lead time.

In Newark, rent control limits increases: the allowable increase can never exceed 4% in a year, and your landlord must give you 30 days' written notice of the increase (see Module 5 and the Newark Rent Control Office, (973) 733-3675). Statewide, a rent increase also cannot be unconscionable — and under the Anti-Eviction Act, your landlord cannot refuse to renew your lease just because the term ended. He needs a good cause.

## Legal and Financial Consequences of Breaking a Lease Early

Breaking a fixed-term lease before the end date typically results in: forfeiture of the security deposit; an early termination fee (often equal to one or two months' rent); potential lawsuit by the landlord for unpaid rent through the end of the lease term; and a negative entry on your rental history. In New Jersey, landlords have a legal duty to mitigate damages — meaning they must make a reasonable effort to re-rent the unit rather than simply charging you for the full remaining term (*Sommer v. Kridel*, 74 N.J. 446 (1977)). The landlord carries the burden of proving he used reasonable diligence to re-let the unit.

## When Breaking a Lease May Be Legally Justified

- **Domestic Violence:** Federal law (VAWA) and New Jersey law allow survivors of domestic violence to terminate a lease early without penalty with proper documentation (New Jersey's Safe Housing Act, N.J.S.A. 46:8-9.4 et seq.)
- **Military Deployment:** The Servicemembers Civil Relief Act (SCRA) allows active-duty military members to break a lease with 30 days' written notice after receiving deployment orders
- **Uninhabitable Conditions:** If a landlord fails to maintain the unit in a habitable condition and refuses to repair, tenants may have grounds to terminate under the doctrine of constructive eviction (see Module 5)
- **Landlord Harassment or Illegal Entry:** Repeated, documented violations of the tenant's right to quiet enjoyment may justify early termination in some jurisdictions

## Key Terms — Module 1

- **Lease:** A legally binding written contract between a landlord and tenant establishing the terms of the tenancy
- **Landlord:** The property owner or manager who rents housing to a tenant
- **Tenant:** The person who rents and occupies a housing unit under a lease agreement
- **Fixed-Term Lease:** A lease covering a specific period (e.g., 12 months) with set terms that generally cannot change mid-term
- **Month-to-Month:** A lease that renews automatically each month unless proper notice is given to terminate
- **Subletting:** Renting your unit (or part of it) to another person, usually requiring landlord approval
- **Addendum:** An additional document attached to a lease that modifies or supplements its terms (e.g., pet addendum)
- **Truth in Renting Statement:** The New Jersey Department of Community Affairs' plain-language guide to tenant and landlord rights, which landlords must distribute to tenants (N.J.S.A. 46:8-43 to -51)
- **Landlord Registration Certificate:** Proof that a rental property is registered as required by New Jersey law (N.J.S.A. 46:8-27 to -37); a copy must be given to the tenant within 30 days
- **Mitigation of Damages:** A landlord's duty to make reasonable efforts to re-rent a unit after a tenant leaves early, rather than charging rent for the full remaining term (*Sommer v. Kridel*, 74 N.J. 446 (1977))

## Module 1 Quiz — 10 Questions

Complete all questions independently. Submit with your assignment using the subject line: [Your Name] - Module 1 - Quiz

1. A lease is a legally binding agreement between a landlord and tenant. (True / False)
2. A month-to-month lease automatically renews each month unless either party gives notice. (True / False)
3. Which of the following is NOT typically included in a lease? (a) Rent amount (b) Tenant's employment history (c) Pet policy (d) Maintenance responsibilities

4. If a lease clause violates state law, it is: (a) Still enforceable (b) Unenforceable (c) Optional (d) A matter of negotiation
5. In New Jersey, how much advance notice must a landlord give before entering your unit? (a) A fixed 24 hours set by statute (b) No statute sets a number — the lease controls, and one day is treated as reasonable notice for inspections (c) One week (d) One month
6. Subletting without permission can result in: (a) A rent reduction (b) Eviction (c) Free repairs (d) A lease extension
7. A “fixed-term” lease typically lasts: (a) One week (b) One year (c) Month-to-month (d) Three years
8. Before signing a lease, you should: (a) Read every clause carefully (b) Sign immediately to secure the unit (c) Only read the rent section (d) Ask a friend to sign for you
9. Which of these is a red flag in a lease? (a) Clear maintenance responsibilities (b) A waiver of your right to notice before entry (c) A written pet policy (d) A defined late fee structure
10. In New Jersey, a security deposit may not exceed: (a) One month’s rent (b) One and a half months’ rent (c) Two months’ rent (d) Three months’ rent

## Module 1 Assignment — Lease Review Exercise

Instructions: Obtain a copy of your current lease or a sample lease. (A sample lease can be provided upon request — email thenewarkchronicle@gmail.com.) Carefully review the lease and answer each of the following questions in 1-2 well-developed paragraphs.

1. Identify three clauses in the lease that could be unfavorable to the tenant. Explain why each clause is potentially harmful or concerning.
2. Does the lease include any clauses you believe may be illegal or unenforceable under New Jersey law? Explain your reasoning. (Consider the security deposit cap, the Truth in Renting statement, and the warranty of habitability.)
3. What questions would you ask a landlord before signing this lease? List and explain at least three specific questions.

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 1 - Assignment

## Module 1 Essay Prompt

“Describe a scenario in which a tenant signs a lease without fully understanding its terms, and explain the potential consequences. What steps should tenants take to protect themselves before signing? Use at least two concepts from Module 1.”

Minimum Length: 400 words

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 1 - Essay

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# Module 2: Evictions — Know the Process

*Lessons 2.1 - 2.4* | *Key Terms* | *Quiz* | *Assignment* | *Essay*

An eviction notice is not the end. Understanding the process — and your rights within it — can make all the difference between losing your home and keeping it.

## Lesson 2.1 - What Is an Eviction?

### Legal Definition

An eviction is the legal process by which a landlord removes a tenant from a rental unit. Eviction is a court-supervised process — a landlord cannot legally remove you from your home without going through the court system and obtaining a court order. In New Jersey, eviction cases are filed in the **Superior Court, Special Civil Part, Landlord/Tenant Section** — in Essex County, at 50 West Market Street, Newark. The case is called a summary dispossess action.

### New Jersey's Good-Cause Rule — The Most Important Thing in This Module

Under New Jersey's **Anti-Eviction Act (N.J.S.A. 2A:18-61.1 to -61.12)**, a landlord may evict a residential tenant — or refuse to renew the lease — **only for a good cause listed in the law**. The Act was written to protect blameless tenants, and it applies to most residential rentals in New Jersey, including single-family homes, apartments, and rooming and boarding houses. The main exceptions are owner-occupied premises with two or fewer rental units, hotels and motels rented to transient guests, and units held in trust for a developmentally disabled family member.

That means the end of your lease term, by itself, is **not** a reason to evict you. A landlord who wants you out must prove a listed ground. The most common grounds are:

- **Nonpayment of rent:** The most common reason. The landlord claims you owe unpaid rent.
- **Disorderly conduct:** Conduct that destroys the peace and quiet of other tenants, after a written notice to stop.
- **Damage to the property:** Willful or grossly negligent destruction or damage.
- **Substantial lease or rule violations:** Continuing to violate the lease or the landlord's reasonable rules after a written notice to stop.

- **Habitual late payment:** Continuously failing to pay rent or habitually paying late, after a written notice to stop.
- **Failure to pay a rent increase:** The increase must not be unconscionable and must comply with rent control and other laws.
- **Owner's personal use:** The owner of a building with three or fewer units wants to personally occupy the unit, or has contracted to sell it to a buyer who will.
- **Health and safety violations or removal from the market:** The landlord has been cited and must board up or demolish the property, or a government agency is taking the property off the rental market.
- **Retiring the property from residential use** or **converting to condominiums or cooperatives** (with long notice periods and, for seniors and tenants with disabilities, special protections).

A new owner who buys the building steps into the old owner's shoes: the good-cause rule still applies, and the sale alone is not a reason to evict you (N.J.S.A. 2A:18-61.3).

### Illegal Self-Help Eviction Tactics — Know Your Rights

#### Warning: Self-Help Evictions Are Illegal

A landlord CANNOT legally: change your locks without a court order; remove your belongings from the unit; shut off your utilities (water, electricity, heat, gas); remove doors or windows to make the unit uninhabitable; or otherwise force you to leave without going through the court process. These actions are illegal "self-help evictions" in New Jersey. Under N.J.S.A. 2A:39-1, only a Special Civil Part court officer — not the landlord — can remove a tenant, and only after a court judgment and a warrant of removal. A landlord who locks you out can be charged with a disorderly persons offense (N.J.S.A. 2C:33-11.1) and can be ordered to pay damages, including treble (triple) damages in some cases (N.J.S.A. 2A:39-8). If your landlord does any of these things, call the police (Newark non-emergency: (973) 733-6000), document it immediately, and contact legal aid.

## Lesson 2.2 - The Eviction Process Step by Step

Understanding each step of the eviction process is critical. Each stage has deadlines and legal requirements — missing them can cost you your home.

### Step 1: Written Notice

Except for nonpayment of rent, the landlord must give you written notice before filing in court. A **Notice to Cease** is a warning: stop the conduct. A **Notice to Quit** ends the tenancy and tells you to leave. The notice period depends on the reason:

- **Nonpayment of rent:** No notice is required before filing (except in federally subsidized housing, where a 14-day notice is required).
- **Disorderly conduct:** Written Notice to Cease, then a Notice to Quit at least **3 days** before filing.
- **Willful or grossly negligent damage:** Notice to Quit at least **3 days** before filing.
- **Substantial violation of the landlord's rules or the lease:** Written Notice to Cease, then a Notice to Quit at least **1 month** before filing.
- **Habitual late payment:** Written Notice to Cease, then a Notice to Quit at least **1 month** before filing.
- **Failure to pay a rent increase:** Notice to Quit at least **1 month** before filing.
- **Owner wants to move in personally (building with 3 or fewer units):** Notice to Quit at least **2 months** before filing.
- **Health/safety violations or removal from the rental market:** Notice to Quit at least **3 months** before filing. Tenants evicted for illegal occupancy are entitled to relocation assistance equal to six times the monthly rent.
- **Retiring the property from residential use:** Notice to Quit at least **18 months** before filing.
- **Condominium or cooperative conversion:** Notice to Quit at least **3 years** before filing for tenants with protected tenancy status (seniors and tenants with disabilities).

Read every notice the day you get it. Check whether it states the correct reason and gives the correct amount of time — a defective notice can be a defense in court.

## Step 2: Filing in Court

If you do not comply with the notice (pay rent, stop the conduct, or move out), the landlord files a **Verified Complaint** with the Special Civil Part in the county where the property is located, along with a copy of the lease and proof that the property is registered. The filing fee is $50 for one defendant plus $5 for each additional defendant.

## Step 3: Court Summons

The court issues a summons served to you — by a Special Civil Part officer, by mail, or by posting. The trial date on the summons must be **at least 21 days** from the date the summons is served. Do NOT ignore the summons. Write down the trial date and start gathering your documents: lease, rent receipts, photos, written communications.

## Step 4: The Court Hearing — SHOW UP

Both parties present their case before a Special Civil Part judge. In New Jersey you do **not** file a written Answer the way tenants do in some other states — you defend yourself by **appearing in court on the trial date**. You should also complete a **Tenant Case Information Statement (TCIS)** — the court provides the form — and bring it with you. The judge will usually try to help both sides reach a settlement first. A settlement can give you more time to move or a payment plan, and it ends the case if the judge approves it.

**If you do not show up, the court can enter a default judgment against you — meaning you lose without ever telling your side.** If the landlord does not show up, the complaint may be dismissed.

At the hearing you have the right to appear, present evidence, call witnesses, and assert legal defenses. Bring your lease, your rent log and receipts, your repair letters, your photos — everything. Tell the truth, stay respectful, stick to the facts.

## Step 5: Judgment

The judge issues a ruling. If the judgment is against you, the court enters a **judgment for possession**. If you win, get the dismissal in writing. A judgment for possession does not by itself entitle the landlord to the unpaid rent — to collect back rent, the landlord must file a separate claim.

**Pay and stay:** Even after a judgment for possession, you can stop the eviction by paying everything you owe. Under N.J.S.A. 2A:18-55, if you pay all the rent in default plus the court costs to the court clerk on or before entry of final judgment, all proceedings stop. The New Jersey Courts explain that a tenant has **three business days** after the judgment to pay the rent and the approved costs to avoid eviction — and the landlord cannot refuse a timely full payment, whether it comes from you, a charity, or a rental assistance program.

## Step 6: Warrant of Removal

The judgment for possession is only the first step toward removal. The landlord must then ask the court for a **warrant of removal**, which cannot be issued until **three business days** after the judgment. A Special Civil Part court officer — not the landlord — serves the warrant on you. You then have **three more business days** to move. If you do not move, the court officer will carry out the warrant and remove you. Warrants are executed only between **8 a.m. and 6 p.m.** unless the court orders otherwise (N.J.S.A. 2A:42-10.16).

**After a judgment, you still have options:**

- **Order for Orderly Removal:** Ask the court for up to **seven more calendar days** to move out.
- **Hardship Stay:** If you would suffer hardship because no other housing is available, ask the judge for a hardship stay of up to **six months** (N.J.S.A. 2A:42-10.6). You must pay all the rent and costs you owe first, and you must keep paying rent during the stay.
- **Terminal Illness Stay:** If you have a terminal illness certified by a doctor, have been the landlord's tenant for at least two years, and moving would likely cause serious medical harm, the court may grant a stay of up to **one year** (N.J.S.A. 2A:18-59.1).

## Lesson 2.3 - Tenant Defenses in Eviction Cases

Receiving an eviction notice does not mean you will be evicted. Tenants have legal defenses that can result in case dismissal or more time to remedy the situation.

### Common Tenant Defenses

- **Payment Before Judgment:** In a nonpayment case, if you pay all rent owed plus court costs to the court clerk before final judgment — and the courts say you have three business days after the judgment to do it — the eviction stops (N.J.S.A. 2A:18-55). Act quickly, and keep proof of payment.
- **No Good Cause:** If the landlord's reason is not one of the grounds listed in the Anti-Eviction Act — for example, the lease simply expired — the case should be dismissed.
- **Retaliatory Eviction:** If you recently reported housing code violations, requested repairs, joined a tenant organization, or exercised other tenant rights, and the eviction followed shortly after, you may have a retaliatory eviction defense under New Jersey's reprisal law (N.J.S.A. 2A:42-10.10 to -14). The law presumes retaliation when the landlord acts after protected activity — the landlord must prove otherwise. Document the timeline carefully.

- **Discriminatory Eviction:** If you believe the eviction is based on your membership in a protected class (race, disability, familial status, source of income, etc.), this is a violation of the Fair Housing Act and New Jersey's Law Against Discrimination — and a defense in court.
- **Improper Notice or Procedural Errors:** If the landlord failed to serve notice properly, gave too little time, filed paperwork incorrectly, did not register the property, or did not follow required legal steps, the case may be dismissed on procedural grounds. A landlord who has not complied with the registration law cannot get a judgment for possession.
- **Uninhabitable Conditions:** If the landlord failed to maintain the unit and you withheld rent as a result, you may assert habitability as a defense. At the hearing (a "Marini hearing"), the judge will consider the condition of the unit and may reduce the rent you owe to the fair value of the place in its defective condition. Be prepared: the court may require you to deposit the full amount of unpaid rent with the court, so save every dollar you withhold in a separate bank account.
- **Unconscionable Rent Increase:** If the eviction is based on your failure to pay a rent increase, you can argue the increase is unconscionable or violates Newark's rent control ordinance — and you may withhold the difference between the old rent and the new rent while the court decides.

### What to Bring to Court

Your lease, your rent receipts and rent log, your repair letters and delivery proof, photographs of conditions, text messages and emails with your landlord, code enforcement reports, your Tenant Case Information Statement (TCIS), and a written timeline of what happened, in order, with dates. If you cannot afford a lawyer, contact legal aid before your trial date: LSNJLAW Hotline 1-888-576-5529.

## Lesson 2.4 - What Happens After Eviction

### Impact of an Eviction on Your Record

An eviction judgment becomes part of your public court record and can appear on tenant screening reports, affecting your ability to rent in the future. Even an eviction filing (that was later dismissed) may appear on some screening reports. Under the federal Fair Credit Reporting Act, screening companies generally cannot report civil lawsuits or judgments more than **seven years** old. But the New Jersey court record itself stays public indefinitely unless a judge seals it. You can ask the court to seal the record for good cause under New Jersey Court Rule 1:38-11 — for example, if the case was dismissed or resolved in your favor, if the hardship was temporary and has been resolved, or if

the record is causing ongoing harm to your ability to find housing. Sealing a dismissed case is generally more straightforward than sealing a case where the landlord won. Ask legal aid for help with the motion.

### Resources After Eviction

- **Emergency Rental Assistance:** Call 211 or the North East Service Fund (NESF), (973) 639-2100, for short-term rent help to prevent eviction or stabilize housing after displacement
- **Legal Aid:** Can assist with appeals, record sealing, and housing stabilization — LSNJLAW Hotline 1-888-576-5529
- **211 / Dial 2-1-1:** Connect to local emergency shelter, food, and utility assistance
- **The Newark Chronicle:** Referrals, resources, and advocacy support — thenewarkchronicle@gmail.com

### If the Landlord Has Your Belongings

After an eviction, a landlord cannot simply keep or throw away your belongings. Under New Jersey's abandoned property law (N.J.S.A. 2A:18-72 to -80), the landlord must send you written notice by certified mail, and you have **30 days after delivery of the notice (or 33 days after mailing, whichever comes first)** to claim your property before the landlord may sell or dispose of it.

## Key Terms — Module 2

- **Eviction:** The court-supervised legal process by which a landlord removes a tenant from a rental unit
- **Anti-Eviction Act:** New Jersey law (N.J.S.A. 2A:18-61.1 to -61.12) requiring a landlord to have a good cause to evict a residential tenant or refuse to renew the lease
- **Good Cause:** One of the specific reasons listed in the Anti-Eviction Act that a landlord must prove to evict a tenant
- **Notice to Cease:** A written warning from a landlord telling a tenant to stop specific conduct
- **Notice to Quit:** A formal written notice from a landlord ending the tenancy and demanding that a tenant vacate
- **Summary Dispossess Action:** New Jersey's name for an eviction lawsuit, filed in the Special Civil Part of Superior Court

- **Special Civil Part:** The section of the New Jersey Superior Court that hears landlord-tenant cases, including evictions
- **Tenant Case Information Statement (TCIS):** The form a tenant completes and brings to the eviction hearing, describing the tenancy and any defenses
- **Judgment for Possession:** A court ruling that the landlord has the legal right to take back the rental unit
- **Warrant of Removal:** A court order directing a Special Civil Part officer to remove a tenant after a judgment for possession; it cannot be issued until three business days after the judgment
- **Hardship Stay:** A court order delaying a warrant of removal for up to six months when a tenant would suffer hardship because no other housing is available (N.J.S.A. 2A:42-10.6)
- **Self-Help Eviction:** Illegal landlord actions to force a tenant out without court authority (e.g., changing locks, shutting off utilities)
- **Retaliatory Eviction:** An eviction initiated by a landlord in response to a tenant exercising their legal rights (e.g., reporting code violations)
- **Default Judgment:** A judgment entered against a party who fails to appear in court
- **Legal Aid:** Free or low-cost legal assistance provided to qualifying individuals by nonprofit law organizations

## Module 2 Quiz — 10 Questions

Complete all questions independently. Submit with your assignment.

1. A landlord can legally change your locks without a court order. (True / False)
2. In New Jersey, eviction cases are filed in which court? (a) Superior Court, Special Civil Part (b) Municipal Court (c) Federal Court (d) Family Court
3. A tenant who receives an eviction summons should: (a) Ignore it (b) Move out immediately (c) Appear in court and present their defense (d) Pay double rent
4. In New Jersey, how long after the summons is served must the trial date be? (a) At least 7 days (b) At least 14 days (c) At least 21 days (d) At least 30 days
5. Which of the following is an illegal self-help eviction? (a) Filing in court (b) Serving a written notice (c) Shutting off the tenant's utilities (d) Scheduling a hearing
6. Retaliatory eviction occurs when: (a) A tenant stops paying rent (b) A landlord evicts a tenant for complaining about housing conditions (c) A tenant sublets without permission (d) A lease expires

7. A Warrant of Removal: (a) Gives the tenant more time to pay (b) Is issued before the court hearing (c) Authorizes a court officer to remove a tenant after a judgment for possession (d) Is the same as a lease
8. Which of the following can be a defense against eviction? (a) Having a pet (b) Proof of full rent payment before judgment (c) Having a month-to-month lease (d) Requesting repairs
9. An eviction on your record can affect: (a) Your ability to rent in the future (b) Your tax refund (c) Your voter registration (d) Your driver's license
10. Under New Jersey's Anti-Eviction Act, a landlord may refuse to renew a lease when the term ends: (a) For any reason (b) Only for a good cause listed in the law (c) Only with 90 days' notice (d) Never

## Module 2 Assignment — Eviction Scenario Analysis

Scenario:

Maria has lived in her apartment in Newark for two years. Last month, she reported a mold problem to her landlord in writing. Two weeks later, she received an eviction notice stating her lease was being terminated. She has always paid rent on time and has no lease violations.

Read the scenario above and respond to each question in 2-3 well-developed paragraphs.

1. What type of eviction might this be? Explain using specific concepts from Module 2.
2. What steps should Maria take immediately after receiving the eviction notice?
3. What defenses does Maria have available in court? Be specific.

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 2 - Assignment

## Module 2 Essay Prompt

"Why is understanding the eviction process critical for tenants, particularly those in low-income communities? Discuss the legal protections available to tenants facing eviction in New Jersey and the role advocacy organizations play in preventing unjust evictions."

Minimum Length: 500 words

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 2 - Essay

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# Module 3: Fair Housing Act & Your Civil Rights

*Lessons 3.1 - 3.5 | Key Terms | Quiz | Assignment | Essay*

Every person has the right to seek housing free from discrimination. The Fair Housing Act is one of the most powerful civil rights tools available to tenants — and you deserve to know how to use it.

## Lesson 3.1 - What Is the Fair Housing Act?

The Fair Housing Act (FHA) was enacted in 1968 as Title VIII of the Civil Rights Act, just one week after the assassination of Dr. Martin Luther King Jr. It was passed to dismantle the pervasive system of housing discrimination that had long excluded Black Americans and other minorities from equal access to housing. Today, the FHA remains the cornerstone of federal housing civil rights law.

The Fair Housing Act prohibits discrimination in the sale, rental, financing, and advertising of housing. It applies broadly — covering landlords, property management companies, real estate agents, mortgage lenders, homeowners' associations, and insurance companies. The law applies to most private housing, with very limited exceptions (such as owner-occupied buildings with four or fewer units where the owner lives on-site, and housing operated by religious organizations or private clubs for their own members).

## Lesson 3.2 - The Seven Federal Protected Classes

| Protected Class | What It Covers |
|---|---|
| Race | Any racial background or identity |
| Color | Skin color or complexion — may protect people within the same racial group |
| National Origin | Country of birth, ancestry, ethnicity, or linguistic characteristics associated with national origin |
| Religion | Any religious belief or practice (or lack thereof) |
| Sex | Includes gender identity and sexual orientation per HUD's current interpretive guidance |

| Protected Class | What It Covers |
|---|---|
| Familial Status | Families with children under 18, pregnant women, and individuals with legal custody of minors |
| Disability | Physical or mental impairments that substantially limit major life activities; includes the right to reasonable accommodations and modifications |

## Lesson 3.3 - What Discrimination Looks Like

Housing discrimination is not always overt. It takes many forms — some obvious, some subtle. Examples include:

- Refusing to rent to someone based on their race, national origin, disability, or other protected characteristic
- Charging higher deposits or applying stricter screening standards for some groups than others
- Steering: Directing tenants toward or away from certain neighborhoods, buildings, or units based on their protected characteristics
- Discriminatory advertising: Using language in rental ads that signals preference or exclusion (e.g., “ideal for young professionals,” “no children,” “Christian community”)
- Failure to provide reasonable accommodations for disability: Refusing to allow a tenant with a disability to have a service animal, or refusing to make an exception to a no-pets policy for an emotional support animal with proper documentation
- Applying different lease terms to different applicants based on protected class
- Disparate impact: A facially neutral policy (one that does not mention any protected class) that disproportionately harms members of a protected class — even without discriminatory intent

## Lesson 3.4 - State and Local Protections

The federal Fair Housing Act establishes a floor — a minimum level of protection. Many states and cities have gone further, adding protected classes beyond the seven federal categories. Common additions at the state or local level include:

- Source of income (including housing vouchers / Section 8) — not a federal class, but protected in many states and cities
- Marital status
- Veteran status
- Age (beyond senior housing protections)
- Sexual orientation and gender identity (explicitly added by some states independent of HUD's federal interpretation)

### New Jersey Note — The Law Against Discrimination

New Jersey has one of the strongest state civil rights laws in the country: the **New Jersey Law Against Discrimination (LAD), N.J.S.A. 10:5-1 to -49**. In housing, the LAD bans discrimination based on race, creed, color, national origin, nationality, ancestry, sex, pregnancy and breastfeeding, gender identity or expression, affectional or sexual orientation, marital status, civil union status, domestic partnership status, familial status, disability, and liability for service in the Armed Forces — **and source of lawful income**.

Source of lawful income means a landlord cannot refuse you because you pay with a Section 8 Housing Choice Voucher, a state rental assistance payment (SRAP), a temporary rental assistance payment (TRA), or any other lawful subsidy. This matters directly for Module 4: in New Jersey, a landlord who applies the 3x income rule to your full contract rent instead of your out-of-pocket share is discriminating against you because of your source of income.

The LAD is enforced by the **New Jersey Division on Civil Rights (DCR)**. There are limited exceptions for certain owner-occupied one- and two-family rentals. If you believe you were discriminated against, you can file a complaint with DCR — see Lesson 3.5.

## Lesson 3.5 - How to File a Fair Housing Complaint

- **File with the New Jersey Division on Civil Rights:** File online at NJCivilRights.gov or call **1-833-NJDCR4U (1-833-653-2748)**. The Newark office is at 31 Clinton Street, 3rd Floor, Newark, NJ 07102 — **(973) 648-2700**. Complaints must be filed within **180 days** of the discriminatory act. You do not need a lawyer to file.
- **File with HUD:** Visit hud.gov or call 1-800-669-9777. HUD investigates fair housing complaints at no cost to the complainant. Complaints must be filed within one year of the discriminatory act.

- **Private Lawsuit:** You may also file a lawsuit in federal district court within two years of the discriminatory act, independent of HUD's process. Under New Jersey law you may also file a lawsuit in Superior Court under the Law Against Discrimination.

### How to Document a Discrimination Complaint

- Write down what happened, when, where, and who was involved — as soon as possible after the incident
- Save all emails, text messages, application denials, and written communications from the landlord
- Keep copies of any ads that contained discriminatory language
- Ask a trusted friend or colleague to make a "tester" call (inquire about the same unit) to document different treatment
- Contact a local fair housing organization — they can conduct formal testing and assist with complaints

## Key Terms — Module 3

- **Fair Housing Act (FHA):** Federal law (1968) prohibiting discrimination in housing based on seven protected classes
- **Protected Class:** A group of people protected from discrimination by law (e.g., race, disability, familial status)
- **Discrimination:** Treating someone differently or less favorably because of their membership in a protected class
- **Disparate Impact:** A neutral policy that disproportionately harms members of a protected class, even without discriminatory intent
- **Disparate Treatment:** Intentional discrimination — treating someone directly and less favorably because of a protected characteristic
- **Reasonable Accommodation:** A change in rules, policies, or practices that allows a person with a disability equal access to housing
- **Reasonable Modification:** A physical change to a housing unit that allows a person with a disability to use the unit equally (usually at the tenant's expense)
- **Steering:** Directing people toward or away from housing based on protected characteristics

- **HUD:** U.S. Department of Housing and Urban Development — the federal agency that enforces the Fair Housing Act
- **Source of Income:** The origin of a tenant's income (e.g., housing vouchers, SSI) — protected under New Jersey's Law Against Discrimination, not federally
- **Law Against Discrimination (LAD):** New Jersey's civil rights law (N.J.S.A. 10:5-1 to -49), enforced by the Division on Civil Rights
- **Division on Civil Rights (DCR):** The New Jersey state agency that enforces the Law Against Discrimination in housing, employment, and public accommodations

## Module 3 Quiz — 10 Questions

1. The Fair Housing Act was passed in what year? (a) 1954 (b) 1964 (c) 1968 (d) 1972
2. Which of the following is NOT a federally protected class under the Fair Housing Act? (a) Race (b) Disability (c) Income level (d) Familial status
3. A landlord who requires a higher security deposit only from tenants of a certain nationality is: (a) Exercising their rights (b) Committing housing discrimination (c) Following standard practice (d) Acting within the law
4. "Disparate impact" means: (a) A landlord openly refuses to rent to minorities (b) A neutral policy that disproportionately harms a protected group (c) A tenant files a complaint (d) Two landlords have different policies
5. A tenant with a disability has the right to: (a) Free rent (b) Request reasonable accommodations from their landlord (c) Break their lease at any time (d) Unlimited lease modifications
6. Fair housing complaints must be filed with HUD within: (a) 6 months (b) 1 year (c) 2 years (d) 5 years
7. "Steering" in housing refers to: (a) A type of lease clause (b) Directing tenants toward or away from neighborhoods based on protected characteristics (c) A landlord setting rent prices (d) A tenant choosing to move
8. Familial status protection covers: (a) Married couples only (b) Families with children under 18, pregnant women, and those seeking custody (c) Senior citizens only (d) Roommates
9. HUD stands for: (a) Housing Utility Division (b) Department of Housing and Urban Development (c) Home Use Department (d) Housing Universal Division

10. Under New Jersey's Law Against Discrimination, which of these is a protected class in housing? (a) Source of lawful income, including Section 8 vouchers (b) Eviction history (c) Credit score (d) Pet ownership

## Module 3 Assignment — Discrimination Scenario Identification

Review the following three scenarios. For each scenario, identify: (1) whether a Fair Housing Act or Law Against Discrimination violation may have occurred; (2) which protected class is involved; and (3) what action the tenant should take. Write 1-2 paragraphs per scenario.

Scenario A: A property manager tells a prospective tenant that the apartment is unavailable. The next day, a friend of a different race calls and is told the apartment is still available.

Scenario B: A landlord refuses to allow a tenant using a wheelchair to install a grab bar in their bathroom at their own expense.

Scenario C: A landlord posts an online rental advertisement stating "No children allowed."

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 3 - Assignment

## Module 3 Essay Prompt

"The Fair Housing Act was designed to eliminate discrimination in housing, yet discrimination persists in subtle and systemic ways. Discuss two forms of housing discrimination — one involving direct (disparate treatment) discrimination and one involving indirect (disparate impact) discrimination. How can tenants document and report these issues? What is the role of organizations like The Newark Chronicle in addressing housing discrimination?"

Minimum Length: 500 words

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 3 - Essay

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# Module 4: The 3x Income Rule & Discriminatory Screening Practices

*Lessons 4.1 - 4.4* | *Key Terms* | *Quiz* | *Assignment* | *Essay*

Knowing how landlords screen applicants — and when those practices cross the line into discrimination — can help you advocate for yourself from the very first application.

## Lesson 4.1 - What Is the 3x Income Rule?

The “3x income rule” is a widely used landlord practice requiring prospective tenants to demonstrate gross monthly income equal to at least three times the monthly rent. For example, if an apartment rents for $1,500 per month, a landlord applying the 3x rule would require the applicant to earn at least $4,500 per month — or $54,000 per year in gross income.

It is critical to understand: the 3x income rule is a landlord policy, not a law. No federal statute mandates it. Landlords apply it as a financial screening tool, and its use is generally legal when applied uniformly and consistently to all applicants — regardless of their background. However, as the next lessons explain, the rule can cross into illegal territory when applied selectively or in ways that disproportionately harm protected groups.

## Lesson 4.2 - When the 3x Rule Becomes Discriminatory

The 3x income rule becomes a tool of discrimination when it is applied unevenly or in ways that target protected classes. Consider the following scenarios:

- **Uneven Application:** If a landlord applies the 3x rule strictly to applicants of one race or national origin while making exceptions for others, this is direct (disparate treatment) discrimination under the FHA.
- **Housing Voucher Holders:** Many tenants who rely on Section 8 / Housing Choice Vouchers receive a subsidy that covers most of their rent — their out-of-pocket share may be as low as $200-$400 per month. When a landlord applies the 3x rule to the total rent (e.g., $1,500) rather than the tenant’s personal share (e.g., $200), they are effectively screening out voucher holders — even though the voucher guarantees most of the rent will be paid. **In New Jersey, this**

**practice is illegal.** Source of lawful income is a protected class under New Jersey's Law Against Discrimination (N.J.S.A. 10:5-12), so the 3x income test must be applied only to the tenant's personal (out-of-pocket) share of the rent — not the full contract rent. If you are a voucher holder and a landlord is applying the 3x rule to your full contract rent, contact the Division on Civil Rights ((973) 648-2700 in Newark) or legal aid.

- **Disparate Impact:** If the 3x rule disproportionately screens out members of a racial minority, individuals with disabilities (who may receive SSI or SSDI), or families (who may have multiple dependents on a single income), it may constitute illegal disparate impact discrimination under the FHA — even without discriminatory intent.

## Lesson 4.3 - Other Screening Practices That May Discriminate

- **Criminal Background Checks:** HUD guidance cautions that blanket bans on renting to anyone with a criminal record may violate the FHA because of the well-documented racial and ethnic disparities in the criminal justice system. Landlords should conduct individualized assessments. **New Jersey goes further:** under the Fair Chance in Housing Act (N.J.S.A. 46:8-52 to -64), a landlord may not ask about your criminal history — on an application or in any other way — until **after** making you a conditional offer of housing. The only exceptions before an offer are a conviction for manufacturing methamphetamine on federally assisted housing premises, and a lifetime sex-offender registration requirement. A landlord may never consider arrests that did not result in a conviction, expunged convictions, pardoned convictions, vacated convictions, juvenile adjudications, or sealed records. After a conditional offer, only certain convictions within specific look-back periods may be considered: first-degree offenses within 6 years, second- or third-degree offenses within 4 years, and fourth-degree offenses within 1 year.
- **Credit Score Requirements:** Strict minimum credit score requirements may disproportionately screen out members of protected classes — particularly those with disabilities or members of racial groups with historically lower access to credit.
- **Rental History Requirements:** Policies requiring a spotless rental history (e.g., no prior evictions under any circumstances) may be challenged if they disproportionately harm protected classes.
- **Tenant Screening Reports (FCRA Rights):** Under the Fair Credit Reporting Act (FCRA), if you are denied housing based in whole or in part on information in a consumer screening report, you have the right to: a free copy of that report; the name and contact information of the screening company; and the right to dispute inaccurate information.

- **Adverse Action Notices:** Landlords who deny an applicant based on a consumer report must provide an adverse action notice explaining the reason for denial and identifying the screening company used.

## Lesson 4.4 - Your Rights as an Applicant

- **Right to Written Screening Criteria:** Before accepting an application fee, a New Jersey landlord must disclose in writing whether the landlord's eligibility criteria include a review of criminal history (N.J.S.A. 46:8-55). Ask for the screening criteria in writing before you apply and pay.
- **Right to a Capped Application Fee:** Since May 1, 2026, a New Jersey landlord or agent may not charge more than **$50** as an application or similar fee to apply to rent a home (N.J.S.A. 46:8-18.1). The cap does not apply to units in one- or two-family dwellings, or to a real estate licensee who is not the landlord. The cap is adjusted for inflation each year starting in 2027.
- **Right to Dispute Screening Reports:** You can dispute inaccurate information by contacting the screening company directly. Inaccurate evictions, incorrect identity information, or stale data can wrongfully disqualify applicants.
- **Right to Have All Legal Income Counted:** Landlords must count all lawful sources of income, including SSI, SSDI, Social Security retirement, child support, alimony, VA benefits, pensions, and gig economy income. In New Jersey, refusing to count a housing voucher or other lawful subsidy is source-of-income discrimination under the Law Against Discrimination.
- **Right to Offer Alternative Qualifications:** Even if you do not meet standard income criteria, you may offer a co-signer, guarantor, or larger security deposit (where permitted by state law) as alternative qualifications. Note: in New Jersey, the security deposit can never exceed one and a half months' rent, so a "larger deposit" is not an option above that cap.
- **Right to a Denial Reason in Writing:** You have the right to request and receive a written explanation for your housing application denial.

## Key Terms — Module 4

- **3x Income Rule:** A common landlord policy requiring applicants to earn at least three times the monthly rent in gross income
- **Gross Income:** Total income before taxes and deductions

- **Housing Voucher / Section 8:** A federal rental assistance program where the government pays a portion of rent directly to the landlord on behalf of the tenant
- **Source of Income Discrimination:** Refusing to rent or applying different terms based on where a tenant's income comes from (e.g., refusing voucher holders) — illegal in New Jersey under the Law Against Discrimination
- **Adverse Action Notice:** A written notice required by the FCRA when a landlord denies housing based on a consumer screening report, identifying the reason and screening company
- **FCRA:** Fair Credit Reporting Act — federal law governing the use of consumer reports in tenant screening
- **Tenant Screening:** The process landlords use to evaluate applicants, including credit checks, background checks, and rental history reviews
- **Disparate Impact:** A screening policy that disproportionately harms a protected class, even without intentional discrimination
- **Criminal Background Check:** A review of an applicant's criminal history used in the screening process
- **Fair Chance in Housing Act (FCHA):** New Jersey law (N.J.S.A. 46:8-52 to -64) barring landlords from asking about criminal history until after a conditional offer of housing
- **Conditional Offer:** An offer to rent a unit that is contingent on a later criminal-record check or other lawful eligibility criteria

## Module 4 Quiz — 10 Questions

1. The 3x income rule is required by federal law. (True / False)
2. If a landlord applies the 3x income rule only to applicants of a certain race, this is: (a) Legal (b) Housing discrimination (c) Standard practice (d) Allowed under the FHA
3. Under the 3x rule, a tenant applying for a $1,800/month apartment would need to show gross monthly income of: (a) $1,800 (b) $3,600 (c) $5,400 (d) $7,200
4. A Section 8 voucher holder pays $300/month out of pocket on a $1,500/month apartment. In New Jersey, the 3x income test should apply to: (a) $1,500 (b) $300 (c) $4,500 (d) $900
5. If you are denied housing based on a consumer screening report, you have the right to: (a) A rent refund (b) A free copy of the screening report (c) Automatic approval (d) A court hearing

6. Which of the following income sources MUST typically be counted by landlords? (a) SSI and Social Security (b) Cash gifts (c) Lottery winnings (d) Gambling income
7. The FCRA protects tenants by: (a) Eliminating credit checks (b) Requiring adverse action notices and access to screening reports (c) Setting maximum credit score requirements (d) Banning all tenant background checks
8. A landlord who requires 5x the monthly rent in income may face a fair housing challenge if: (a) The policy is applied equally to all applicants (b) The policy disproportionately screens out a protected class (c) The rent is above market rate (d) The landlord owns more than 10 units
9. An “adverse action notice” must include: (a) The reason for denial and name of screening company used (b) The landlord’s income (c) A new application form (d) A refund of the application fee
10. Under New Jersey’s Fair Chance in Housing Act, a landlord may ask about your criminal history: (a) On the initial application (b) Only after making a conditional offer of housing (c) Never, under any circumstances (d) Only for apartments in large buildings

## Module 4 Assignment — Income Screening Analysis

Answer each of the following questions. Use at least two specific concepts or terms from Module 4 in each response.

1. A landlord tells you that you need to earn $6,000/month to rent a $1,500/month apartment. You receive a housing voucher covering $1,200 of that rent. Calculate your out-of-pocket share. Is the landlord’s requirement potentially discriminatory under New Jersey law? Explain in detail.
2. You apply for an apartment and are denied but given no reason. What are your rights under the FCRA, and what specific steps should you take to exercise those rights?
3. New Jersey’s Law Against Discrimination protects source of lawful income. Explain what that protection means for a voucher holder in Newark, and describe how the Fair Chance in Housing Act also protects applicants with criminal records.

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 4 - Assignment

## Module 4 Essay Prompt

“The 3x income rule is often described as a neutral financial screening tool, but critics argue it functions as a mechanism of systemic discrimination. Do you agree or disagree? Use evidence and examples from Module 4 to support your position, and explain how this policy intersects with race, disability, and housing voucher discrimination.”

Minimum Length: 500 words

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 4 - Essay

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# Module 5: Tenant Protections & Habitability

*Lessons 5.1 - 5.5* | *Key Terms* | *Quiz* | *Assignment* | *Essay*

You have the right to a safe, livable home — regardless of how much rent you pay. This module teaches you how to enforce that right.

## Lesson 5.1 - The Implied Warranty of Habitability

The implied warranty of habitability is a legal doctrine recognized in nearly every state. In New Jersey, it was established by the New Jersey Supreme Court in *Marini v. Ireland*, 56 N.J. 130 (1970): every residential lease carries an implied promise that the landlord will maintain the unit in a condition fit for human habitation. This warranty is “implied” because it exists automatically as part of every residential lease — even if the lease doesn’t mention it, and even if a lease clause attempts to waive it.

At minimum, a habitable rental unit must have:

- Working heat (adequate for the climate), plumbing, and hot and cold running water
- Working electrical systems and adequate lighting in common areas
- Structural integrity — sound roof, walls, floors, and foundation
- Freedom from pest and rodent infestations
- No mold or environmental hazards (lead paint, asbestos) in dangerous quantities
- Functioning locks and secure entry points
- Adequate sanitation — working toilets and drainage

New Jersey law also sets specific standards: landlords must provide heat and hot water, keep the property free of lead paint hazards, install child-protection window guards where required, provide smoke and carbon monoxide detectors, and give tenants flood-zone and bed-bug disclosures. The state Department of Community Affairs’ *Truth in Renting* guide lists these duties in full.

## Lesson 5.2 - How to Request Repairs

The most important rule of requesting repairs: always do it in writing. A verbal repair request is difficult to prove and easy for a landlord to deny ever receiving. Written documentation protects you legally.

- Send repair requests via email (creating a timestamped record) or certified letter, return receipt requested (creating proof of delivery)
- Be specific: describe each problem, its location, and when you first noticed it
- Photograph and video the condition before and after the request — use your phone's date-stamp feature
- Keep copies of every communication in a dedicated housing folder (physical or digital)
- Follow up in writing if no action is taken within a reasonable timeframe (immediately for emergency conditions like no heat in winter or sewage backup; a few days for major repairs; longer for minor issues)
- In New Jersey, the landlord must be given written notice and a reasonable time to fix the problem before you can use the remedies in Lesson 5.3. What counts as reasonable depends on the problem — no heat in winter is urgent; a dripping faucet is not.

## Lesson 5.3 - Tenant Remedies When Landlords Fail to Repair

If your landlord ignores written repair requests, New Jersey gives you real options — stronger than in most states. But each remedy has rules. Follow them, and talk to legal aid before you act.

- **Report to Code Enforcement:** File a complaint with Newark Code Enforcement — **(973) 733-3813** for housing, heat, and hot-water problems. Inspectors can cite landlords and require repairs under penalty of fines. A code violation creates an official record the landlord can't argue with.
- **Repair and Deduct:** In New Jersey, this remedy **is** available. If the problem involves a "vital facility" — heat, hot water, running water, electricity, a working toilet, broken windows, severe mold, a gas leak — and you gave the landlord written notice and a reasonable time to fix it, and he didn't, you may hire a repair professional and deduct the reasonable cost from your rent. Keep every receipt. The landlord can still take you to court for nonpayment, so be ready to prove the defect, the notice you gave, and the cost.
- **Rent Withholding / Escrow:** If the landlord breaches the warranty of habitability, you may withhold rent — or a portion of it — and use the landlord's failure as a defense if he files for eviction (a "Marini hearing"). The judge can reduce the rent you owe to the fair rental value of the

place in its defective condition (*Berzito v. Gambino*, 63 N.J. 460 (1973)). **Critical:** save every dollar you withhold in a separate bank account and do not spend it. The court will very likely require you to deposit the full amount of unpaid rent with the court, and if the judge rules for the landlord, you will have to pay it by the end of the court day.

- **Rent Receivership:** Under N.J.S.A. 2A:42-85 to -98, you or a housing inspector can file a complaint in the municipal court where the property is located and ask the court to appoint an administrator to collect your rent and use it to fix the problems. A rent receiver can also be appointed when a landlord persistently refuses to fix heat, water, or electricity.
- **Small Claims Court:** Sue your landlord for damages caused by uninhabitable conditions (medical bills from mold exposure, property damage, hotel costs during displacement) in the Small Claims section of the Special Civil Part — for amounts up to $5,000 — without a lawyer.
- **Constructive Eviction:** If conditions are so severe that you are forced to leave the unit, you may be able to terminate your lease without penalty under the doctrine of constructive eviction (*Reste Realty v. Cooper*, 53 N.J. 444 (1969)) — but document everything first, and talk to legal aid before you move out this way. If the landlord is found negligent, you are entitled to the return of your security deposit and are not responsible for the rent for the balance of the lease.

A maintenance problem that does not threaten residents' safety or affect habitability does not justify rent withholding or repair and deduct. When in doubt, call legal aid first: LSNJLAW Hotline 1-888-576-5529.

## Lesson 5.4 - Security Deposits

A security deposit is money collected by a landlord at the start of the tenancy to cover unpaid rent or damage beyond normal wear and tear. New Jersey's Security Deposit Act (N.J.S.A. 46:8-19 to -26) gives tenants important legal protections.

| Topic | New Jersey Law |
|---|---|
| Maximum Deposit Limit | No more than **one and a half months' rent** (N.J.S.A. 46:8-21.2). The cap includes last month's rent paid up front and any pet deposit. At move-in, the most a landlord can require is first month's rent plus 1.5 months' deposit. Yearly increases may not exceed 10% of the current deposit. |

| Topic | New Jersey Law |
| --- | --- |
| Where the Money Must Be Held | In an **interest-bearing account at a New Jersey bank** (or, for 10 or more units, a qualifying money market fund). The deposit remains your money, held in trust — the landlord may not use it or mix it with his own funds. |
| Notice to the Tenant | Within **30 days** of receiving the deposit — and every year after — the landlord must tell you in writing the bank name and address, the amount, the account type, and the interest rate. The interest belongs to you, paid each year or credited to your rent. |
| Return Deadline | Return within **30 days** after the lease ends, plus interest, with an itemized list of any deductions sent by personal delivery or registered or certified mail. If you are displaced by fire, flood, or condemnation, return within **5 business days**. |
| Normal Wear and Tear | NOT deductible — this includes minor scuffs, small nail holes, carpet worn from regular use, and fading from sunlight. |
| Deductible Damage | Damage beyond normal use that the tenant caused: large holes in walls, stained carpet, broken fixtures, unauthorized modifications. No deductions may be made while the tenant is still living in the unit. |
| If Landlord Fails to Return | The tenant may sue for **double the amount wrongfully withheld, plus court costs and reasonable attorney's fees** (N.J.S.A. 46:8-21.1). File in the Small Claims section of the Special Civil Part for amounts up to $5,000. Unlawful use of deposit money can also be a disorderly persons offense (N.J.S.A. 46:8-25). |

## How to Protect Your Deposit

- Make your own written move-in checklist documenting all pre-existing damage — have the landlord sign it if he will
- Photograph every room at move-in and move-out
- Request a move-out inspection with the landlord present
- Provide your forwarding address in writing when you move out

## Lesson 5.5 - Privacy Rights

Your rental unit is your home. You have the right to quiet enjoyment — to live in your unit peacefully without unreasonable landlord interference. Landlords generally must provide advance notice before entering your unit, except in genuine emergencies.

- **No Fixed Statutory Notice Period:** New Jersey law does not set a specific number of hours for landlord entry. Your lease usually sets the notice. For inspection and maintenance, the state's housing rules treat **one day's notice** as reasonable (N.J.A.C. 5:10-1.2). In a safety or structural emergency, immediate access must be granted.
- **Consent or Court Order:** In general, a landlord does not have the right to enter your home without your consent or a judgment from the Superior Court. Entering without permission or a court order can be an unlawful entry under N.J.S.A. 2A:39-1. A tenant who is unlawfully locked out or removed can recover damages, including court costs and attorney's fees — and treble (triple) damages where return to possession is not appropriate (N.J.S.A. 2A:39-8).
- **Permitted Purposes:** Inspections, repairs, showing the unit to prospective tenants or buyers, or emergencies (fire, flooding, gas leak). There is no statute that obligates you to allow entry for purposes other than inspection, maintenance, and repair — entry for other purposes is a matter for your lease.
- **Entry for Harassment:** If a landlord enters repeatedly without notice, at unreasonable hours, or appears to be using entry as a form of harassment or intimidation, document each incident (date, time, duration, stated reason) and consult legal aid.
- **Unauthorized Entry:** Written documentation of each unauthorized entry creates a record that can support a legal claim or defense.

## Key Terms — Module 5

- **Habitability:** The condition of a rental unit being safe, sanitary, and fit for human habitation

- **Implied Warranty of Habitability:** The automatic legal obligation of landlords to maintain rental units in a livable condition, regardless of lease language (*Marini v. Ireland*, 56 N.J. 130 (1970))
- **Vital Facility:** An item necessary to make a rental unit habitable — heat, hot water, running water, electricity, a working toilet, broken windows, severe mold, gas leaks
- **Code Enforcement:** Government agencies that inspect properties and require landlords to comply with housing safety codes
- **Security Deposit:** Money held by a landlord to cover unpaid rent or damage beyond normal wear and tear at the end of a tenancy — capped at 1.5 months' rent in New Jersey
- **Wear and Tear:** Normal deterioration of a rental unit from ordinary use — NOT deductible from a security deposit
- **Constructive Eviction:** When a landlord's failure to maintain habitable conditions effectively forces a tenant to vacate the unit (*Reste Realty v. Cooper*, 53 N.J. 444 (1969))
- **Repair and Deduct:** A legal remedy in New Jersey allowing tenants to hire repair professionals and deduct the reasonable cost from rent when landlords refuse to fix a vital facility
- **Rent Withholding:** Withholding rent (kept in a separate account) until landlords complete required repairs; raised as a defense at a Marini hearing
- **Rent Abatement:** A reduction in the rent owed to reflect the fair rental value of a unit in its defective condition (*Berzito v. Gambino*, 63 N.J. 460 (1973))
- **Rent Receivership:** A court-appointed administrator who collects rent and uses it to fix substandard conditions (N.J.S.A. 2A:42-85 to -98)
- **Escrow:** A neutral third-party account used to hold disputed funds (such as withheld rent) until a legal resolution is reached
- **Quiet Enjoyment:** The tenant's right to live in the unit peacefully, without unreasonable landlord interference

## Module 5 Quiz — 10 Questions

1. The implied warranty of habitability requires landlords to maintain rental units in a livable condition. (True / False)
2. Which of the following is a landlord's responsibility? (a) Replacing light bulbs (b) Repairing a broken heating system (c) Cleaning the tenant's unit (d) Providing furniture

3. A tenant should always request repairs: (a) Verbally only (b) In writing and keep a copy (c) Through a third party only (d) After moving out
4. “Normal wear and tear” refers to: (a) Damage from a party (b) Holes in the wall from hanging pictures (c) Routine aging and minor scuffing from regular use (d) Pet damage
5. In New Jersey, a security deposit must be returned within: (a) 14 days (b) 21 days (c) 30 days (d) 60 days
6. “Constructive eviction” occurs when: (a) A landlord files paperwork (b) A tenant abandons the unit voluntarily (c) A landlord’s failure to maintain the unit makes it uninhabitable, forcing the tenant to leave (d) A tenant is evicted during winter
7. If a landlord refuses to make required repairs in New Jersey, a tenant may: (a) Have no options (b) Report to code enforcement, repair and deduct, withhold rent in a separate account, or sue in small claims court (c) Simply move out with no notice (d) Change the locks
8. In New Jersey, how much notice must a landlord give before entering a tenant’s unit for inspection? (a) No statute sets a number — the lease controls, and one day is treated as reasonable notice (b) Exactly 24 hours by statute (c) One week (d) One month
9. A landlord may deduct from your security deposit for: (a) Normal wear and tear (b) Damage beyond normal use that you caused (c) Future repairs unrelated to your tenancy (d) Pet deposits already paid
10. In New Jersey, the maximum security deposit a landlord may charge is: (a) One month’s rent (b) One and a half months’ rent (c) Two months’ rent (d) Three months’ rent

## Module 5 Assignment — Habitability Documentation Practice

Scenario:

You have moved into a new apartment in Newark and notice the following conditions: a broken heating unit, visible mold on the bathroom ceiling, a broken lock on the front door, and evidence of cockroach infestation.

1. Write a formal, professional written repair request letter to your landlord documenting each issue. Include: the current date, your address, a clear description of each problem, a request for repair within a reasonable timeframe, and professional language throughout.
2. List five specific types of documentation you would collect to protect yourself in case repairs are not made.

3. If the landlord ignores your letter for 30 days, what are your legal options under New Jersey law? List and briefly explain at least three options from Module 5.

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 5 - Assignment

## Module 5 Essay Prompt

“Housing quality directly impacts the health, safety, and wellbeing of tenants. Discuss the concept of the implied warranty of habitability and how it protects tenants in New Jersey. What barriers do low-income renters face in enforcing their right to habitable housing, and what role can community advocacy organizations play in overcoming these barriers?”

Minimum Length: 500 words

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 5 - Essay

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# Module 6: Renters Insurance

*Lessons 6.1 - 6.5 | Key Terms | Quiz | Assignment | Essay*

Your landlord's insurance protects the building — not your belongings. Renters insurance is one of the most affordable and overlooked tools for protecting your financial security.

## Lesson 6.1 - What Is Renters Insurance?

Renters insurance (also called an HO-4 policy or tenant insurance) is a type of property and liability insurance designed specifically for people who rent their homes. It covers the tenant's personal belongings and personal liability — not the building structure itself. The landlord's insurance policy covers the physical building and protects the landlord's interests; it does not extend to your furniture, electronics, clothing, or other personal property.

Renters insurance is significantly more affordable than most people expect — typically $10 to $30 per month, depending on coverage levels, location, and the insurance provider. Given the protection it provides, it is one of the most cost-effective financial tools available to renters at any income level.

## Lesson 6.2 - What Renters Insurance Covers

| Coverage Type | What It Includes |
|---|---|
| Personal Property | Electronics, clothing, furniture, appliances — covered for theft, fire, vandalism, water damage from burst pipes (not floods), and other covered perils. Coverage applies even when your property is away from home (e.g., a laptop stolen from your car). |
| Personal Liability | Covers your legal costs and any judgments against you if a guest is injured in your home and sues you — or if you accidentally damage someone else's property. |

| Coverage Type | What It Includes |
| --- | --- |
| Medical Payments to Others | Covers minor medical expenses for guests injured in your home, regardless of who is at fault. |
| Additional Living Expenses (ALE) / Loss of Use | Covers hotel stays, temporary housing, meals, and other extra costs incurred if your unit becomes uninhabitable due to a covered loss (fire, burst pipe, etc.). |

## Lesson 6.3 - What Renters Insurance Does NOT Cover

- **Flood damage:** Standard renters insurance does not cover flooding from external sources. You need a separate National Flood Insurance Program (NFIP) policy or private flood policy. This matters in Newark — ask your landlord whether your building is in a flood zone (the landlord is required to tell you before you sign or renew).
- **Earthquake damage:** Requires a separate earthquake insurance endorsement or policy.
- **Intentional damage:** Damage you cause deliberately is not covered.
- **Pest infestations:** Bed bugs, roaches, rodents — these are typically excluded from renters insurance and are the landlord's responsibility to address.
- **Accidental damage to your own belongings:** Dropping and breaking your own TV, for example, is generally not covered under a standard policy (though accidental damage riders may be available).
- **The building structure:** The landlord's policy covers the structure — your renters insurance does not.

## Lesson 6.4 - How to Get Renters Insurance

- Shop and compare: Get quotes from multiple providers. Major insurers offer renters insurance, as do many local and regional companies. Online comparison tools can speed the process.
- Create a home inventory: Before purchasing, document all your belongings — room by room — with photos, serial numbers, and estimated values. This ensures you purchase adequate coverage and streamlines the claims process.

- Choose ACV vs. RCV: Actual Cash Value (ACV) pays what your item is worth today (after depreciation). Replacement Cost Value (RCV) pays what it costs to buy a comparable new item today. RCV policies cost more but provide significantly better protection.
- Understand your deductible: Your deductible is the amount you pay out of pocket before insurance coverage begins. A higher deductible means lower monthly premiums; a lower deductible means higher premiums but less out-of-pocket cost when filing a claim.
- Check if your landlord requires it: Many landlords now require renters insurance as a lease condition. Verify before move-in.
- Bundle for savings: If you have auto insurance, bundling your renters and auto policies with the same insurer often results in a discount on both.

## Lesson 6.5 - Filing a Renters Insurance Claim

- Document damage or theft immediately — photographs, video, and a detailed written inventory of what was lost or damaged
- For theft: file a police report first, then contact your insurance company. The police report number is required by most insurers for theft claims.
- Contact your insurance company as soon as possible — most policies have reporting deadlines
- Keep all receipts, repair estimates, and replacement invoices for the claims process
- If your claim is denied, you have the right to appeal through your insurer's internal process, or file a complaint with the New Jersey Department of Banking and Insurance, which regulates insurance in New Jersey

## Key Terms — Module 6

- **Renters Insurance:** Property and liability insurance for tenants covering personal belongings and personal liability, not the building itself
- **HO-4 Policy:** The standard insurance policy designation for renters insurance
- **Personal Property:** Your belongings — furniture, electronics, clothing, and other items — covered by your renters insurance
- **Personal Liability:** Coverage protecting you if someone is injured in your home or if you accidentally damage others' property

- **Additional Living Expenses (ALE):** Coverage for hotel, temporary housing, and related costs if your unit is uninhabitable after a covered loss
- **Deductible:** The amount you pay out of pocket before your insurance coverage begins to pay
- **Actual Cash Value (ACV):** Pays the depreciated current market value of a lost or damaged item
- **Replacement Cost Value (RCV):** Pays the cost to replace a lost or damaged item with a new equivalent item at current market prices
- **Home Inventory:** A documented list of your personal belongings, their values, and serial numbers — used for insurance purchases and claims

## Module 6 Quiz — 10 Questions

1. A landlord's insurance policy covers a tenant's personal belongings. (True / False)
2. Renters insurance is also known as: (a) HO-3 policy (b) HO-4 policy (c) Homeowners insurance (d) Umbrella policy
3. Which of the following is covered by renters insurance? (a) Flood damage (b) Earthquake damage (c) Theft of your laptop from your car (d) Damage to the building's roof
4. "Additional living expenses" coverage pays for: (a) Your landlord's repairs (b) Hotel and temporary housing if your unit is uninhabitable after a covered loss (c) Lease break fees (d) Food delivery during repairs
5. The difference between ACV and RCV is: (a) ACV covers more than RCV (b) RCV pays to replace at current prices; ACV pays depreciated value (c) ACV only covers electronics (d) RCV is only for homeowners
6. A deductible is: (a) The amount your insurance pays in total (b) The amount you pay before insurance coverage begins (c) A monthly fee added to rent (d) A discount for long-term policies
7. Renters insurance personal liability coverage protects you if: (a) Your belongings are stolen (b) A guest is injured in your apartment and sues you (c) Your landlord refuses to return your deposit (d) A flood damages your unit
8. To file a renters insurance claim for theft, you should first: (a) Move to a new apartment (b) File a police report and document lost items (c) Notify your landlord only (d) Wait 30 days
9. Creating a home inventory helps you: (a) Increase your rent (b) Document your belongings and their values in case of a claim (c) Apply for housing assistance (d) Negotiate your lease

10. Flood damage is typically covered by: (a) Standard renters insurance (b) Landlord's insurance (c) A separate flood insurance policy (d) Your lease agreement

## Module 6 Assignment — Renters Insurance Research

1. Research at least two renters insurance providers. Compare their coverage, monthly cost, exclusions, deductible options, and whether they offer replacement cost value (RCV) vs. actual cash value (ACV). Present your findings in a written comparison or chart format.
2. Create a personal home inventory of at least 10 items you own. For each item, list: a description, estimated current value, and estimated replacement cost. Calculate the total replacement cost of your listed items.
3. Scenario: Your unit is damaged by a fire caused by a faulty appliance — no fault of yours. Describe: (a) what your renters insurance would likely cover; (b) what it would NOT cover; and (c) the specific steps you would take to file a claim.

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 6 - Assignment

## Module 6 Essay Prompt

"Many low-income renters do not have renters insurance, often due to cost concerns or lack of awareness. Discuss why renters insurance is particularly important for low-income tenants, the barriers to access, and how community organizations and policy changes could increase adoption among vulnerable populations."

Minimum Length: 400 words

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 6 - Essay

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# Module 7: Navigating Housing Systems & Resources

*Lessons 7.1 - 7.5* | *Key Terms* | *Quiz* | *Assignment* | *Final Essay*

Knowing your rights is powerful. Knowing where to go for help — and how to advocate for yourself and your community — makes that power real. This is your final module and the bridge from knowledge to action.

## Lesson 7.1 - Finding Legal Help

You do not have to navigate housing challenges alone. Free and low-cost legal resources exist for qualifying tenants — knowing how to access them is itself a critical skill.

- **Legal Aid Organizations:** Nonprofit law firms that provide free or low-cost legal assistance to people who meet income eligibility requirements. They can help with eviction defense, fair housing complaints, lease review, security deposit recovery, and more. In New Jersey, start with the **LSNJLAW Hotline: 1-888-LSNJ-LAW (1-888-576-5529)**, Monday-Friday 8:00 a.m.-5:30 p.m., or apply online at lsnjlawhotline.org.
- **Essex-Newark Legal Services:** Free civil legal help for low-income Essex County residents. **(973) 624-4500**, 5 Commerce Street, 2nd Floor, Newark, NJ 07102. Email: enls@lsnj.org.
- **Volunteer Lawyers for Justice — Eviction Help:** Free legal help for Essex County tenants facing eviction (income guidelines apply). **(973) 943-4754** (apply by phone Mondays and Tuesdays, 10:00 a.m.-12:30 p.m. and 1:30-4:00 p.m.). Website: vljnj.org/eviction.
- **Newark Office of Tenant Legal Services:** City-run tenant legal help. **(973) 877-9424**. Email: OTLS@ci.newark.nj.us.
- **How to Find Local Legal Aid:** Visit lawhelp.org or call 211 (dial 2-1-1) to be connected with local legal aid resources. Your local bar association's lawyer referral service can also connect you with attorneys.
- **Tenant Advocacy Organizations:** Community-based groups that provide housing counseling, tenant rights education, and advocacy support. The Newark Chronicle is one such organization.
- **The Newark Chronicle:** For resources, referrals, and course support, email thenewarkchronicle@gmail.com.

## Lesson 7.2 - Housing Assistance Programs

| Program | What It Offers | How to Access |
|---|---|---|
| Section 8 / Housing Choice Voucher (HCV) | Long-term federal rental assistance; the government pays a portion of rent directly to the landlord. | Apply through the Newark Housing Authority, 500 Broad Street, Newark — (973) 273-6000. Waitlists can be long and are usually closed — call to ask about openings. |
| Emergency Rental Assistance | Short-term help for tenants at risk of eviction or housing instability. | North East Service Fund (NESF), 982 Broad Street, Newark — (973) 639-2100. Essex County Emergency Assistance, (973) 395-8000, ext. 3, for people receiving public assistance. Call 211 for currently open programs. |
| HUD-Approved Housing Counselors | Free one-on-one counseling for renters and homebuyers on rights, budgeting, and options. | Find a counselor at hud.gov or call 1-800-569-4287. |
| 211 | Connects callers to local resources including housing, food, utilities, and healthcare assistance. | Dial 2-1-1 from any phone, or visit 211.org. |
| Community Hope — SSVF (Veterans) | Housing help for veterans and their families. | Call 1-855-483-8466. |
| CDFIs (Community Development Financial Institutions) | Affordable lending for low-income individuals — can include security deposit loans or housing stabilization funds. | Search for local CDFIs through the CDFI Fund at cdfifund.gov. |

## Lesson 7.3 - Communicating with Landlords

Effective, professional communication with your landlord is one of the most powerful things you can do to protect yourself as a tenant. Every important interaction should be documented in writing.

- Always use written communication for repair requests, complaints, notice of move-out, disputes about charges, and any other significant housing matter
- Keep a Housing Journal: A dedicated notebook or digital document where you log every interaction with your landlord — date, time, what was said, and any commitments made. This creates a timeline that can be critical in eviction or dispute proceedings.
- Professional Tone: Even if you are frustrated, keep communications factual and professional. Emotional language can be used against you in court; clear, documented facts help your case.
- Email is ideal for most communications — it is automatically date-stamped and creates a retrievable record. Follow up verbal conversations with a written email summary ("Per our conversation today…").
- Certified Mail: For formal notices (notice to repair, notice of intent to withhold rent, notice of move-out), use certified mail with return receipt so you have proof of delivery.

## Lesson 7.4 - Protecting Your Housing Record

Your rental history follows you. Eviction filings, unpaid balances, and negative landlord references can all appear on tenant screening reports and affect your ability to rent for years. Taking steps to protect and build your housing record is a long-term investment in your housing security.

- **What Appears on Rental History Reports:** Eviction filings (even dismissed ones), judgments for unpaid rent, damage claims, collections, and in some cases landlord reference data.
- **How to Dispute Inaccurate Information:** Request a copy of your rental history report from screening companies (TransUnion SmartMove, RentBureau, CoreLogic SafeRent, etc.). Dispute inaccuracies directly with the reporting company under FCRA rights — provide documentation to support your dispute.
- **Eviction Record Sealing in New Jersey:** New Jersey has no automatic expungement of eviction records. Under the federal Fair Credit Reporting Act, screening companies generally cannot report civil lawsuits or judgments more than seven years old — but the New Jersey court record itself stays public unless a judge seals it. You can ask the court to seal the record for good cause under New Jersey Court Rule 1:38-11 — for example, if the case was dismissed or resolved in your favor, if the hardship was temporary and has been resolved, or if the record is causing ongoing harm to your ability to find housing. Ask legal aid for help with the motion.

- **Building Positive Rental History:** Pay rent on time consistently; communicate professionally in writing; keep the unit in good condition; obtain a written letter of reference from each landlord upon moving out; maintain good standing with utilities.

## Lesson 7.5 - Advocating for Change

Individual knowledge is powerful. Collective action is transformative. The housing challenges facing low-income communities, communities of color, and immigrant communities are not only individual problems — they are systemic ones requiring systemic solutions. Every person who completes this course becomes a potential advocate.

- **Tenant Unions:** Groups of tenants who organize collectively to negotiate with landlords for better conditions, lower rents, and respect for rights. Tenant unions have won significant victories in communities across the country.
- **City Council and Housing Authority Meetings:** These are public meetings where housing policy is discussed and decided. Tenants have the right to attend and speak during public comment periods. In Newark, watch for Newark City Council meetings and Newark Housing Authority board meetings. Your voice matters in these spaces.
- **Writing to Elected Officials:** Contact your Newark City Council member, your Essex County Commissioner, your state representative, and federal legislators about housing issues that affect your community. Constituent contact is one of the most effective forms of civic advocacy.
- **The Newark Chronicle:** Our mission is to empower individuals through education, community outreach, and direct support. By completing this course, you have taken a significant step. We encourage you to share what you have learned, recommend this course to neighbors and friends, and stay engaged with our organization.

## Key Terms — Module 7

- **Legal Aid:** Free or low-cost legal assistance provided by nonprofit organizations to qualifying individuals
- **Housing Voucher (Section 8):** Federal rental assistance allowing eligible low-income families to rent privately owned housing with government subsidy
- **ERAP:** Emergency Rental Assistance Program — government-funded short-term rent and utility assistance for tenants facing eviction

- **HUD Housing Counselor:** A federally approved professional who provides free housing counseling and guidance to renters and homebuyers
- **Tenant Union:** An organized group of tenants that collectively advocates for improved housing conditions and policy change
- **Rental History:** A tenant's record of prior rental experiences, including payments, evictions, and references — reported through tenant screening services
- **Landlord-Tenant Court:** In New Jersey, eviction and other landlord-tenant cases are heard in the Special Civil Part of the Superior Court
- **Advocacy:** Active support for a cause or policy — in housing, this includes organizing, civic engagement, and direct tenant support
- **211:** A nationwide helpline (dial 2-1-1) connecting people to local health and human services including housing resources

## Module 7 Quiz — 10 Questions

1. Legal aid organizations provide free or low-cost legal help to qualifying tenants. (True / False)
2. The Section 8 Housing Choice Voucher program is administered by: (a) Private landlords (b) Local Housing Authorities (c) Tenant unions (d) Insurance companies
3. 211 helps tenants by: (a) Filing eviction cases (b) Connecting people to local housing, food, and utility assistance (c) Providing renters insurance (d) Negotiating leases
4. A "housing journal" helps tenants by: (a) Tracking rent trends in the market (b) Documenting all interactions, issues, and dates with the landlord (c) Applying for housing vouchers (d) Filing taxes
5. Which of the following should be done IN WRITING when dealing with landlords? (a) Repair requests only (b) All important communications — repairs, complaints, notices, move-out inspections (c) Only notices to vacate (d) Only lease renewal requests
6. Emergency Rental Assistance Programs (ERAP) are designed to: (a) Provide permanent housing (b) Help tenants facing eviction with short-term rent assistance (c) Eliminate security deposits (d) Replace the Section 8 program
7. Tenant unions help renters by: (a) Replacing their landlords (b) Organizing collectively to advocate for better housing conditions and policies (c) Providing government housing (d) Filing lawsuits on behalf of individuals

8. To dispute inaccurate information on a rental history report, you should: (a) Accept it as permanent (b) Contact the screening company and follow their dispute process (c) File for bankruptcy (d) Ask your landlord to fix it
9. HUD-approved housing counselors can help tenants with: (a) Tax preparation (b) Housing rights, budgeting, and navigating rental and homeownership options (c) Criminal records (d) Voter registration
10. Participating in city council or housing authority meetings is an example of: (a) Legal aid (b) Civic advocacy for housing policy change (c) Filing a fair housing complaint (d) Applying for emergency assistance

## Module 7 Assignment — Housing Resource Map

Research and compile a list of at least five housing resources available in Newark or Essex County. For each resource, provide:

- Organization or program name
- What they offer (specific services)
- Who qualifies (eligibility requirements)
- Contact information or website

Then write a brief paragraph (5-8 sentences) explaining how you would use or recommend these resources to someone in your community who has just received an eviction notice and does not know where to turn.

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 7 - Assignment

## Module 7 — Final Course Essay

“Reflect on what you have learned throughout this course. Choose two topics that you feel are most important for tenants in your community to understand. For each topic, explain the key concepts, the challenges tenants face, and how organizations like The Newark Chronicle can make a difference. What personal steps will you take — or encourage others to take — to exercise and protect housing rights going forward?”

Minimum Length: 600 words

Submit to: thenewarkchronicle@gmail.com | Subject: [Your Name] - Module 7 - Final Essay

# Course Completion & Certificate of Completion

*The Newark Chronicle — Introduction to Renters Rights*

## How to Earn Your Certificate of Completion

To receive your official Certificate of Completion from The Newark Chronicle, you must complete and submit all of the following:

| Requirement | Details |
|---|---|
| All 7 Module Quizzes | 10 questions each — multiple choice and true/false |
| All 7 Module Assignments | Scenario-based written responses; practical exercises |
| All 7 Essay Prompts | Minimum word counts apply per module (400-600 words) |

Email all completed work to:

**thenewarkchronicle@gmail.com**

Subject Line Format: [Your Name] - [Module Name] - [Assignment Type]

Example: Jane Doe - Module 3 - Essay Prompt

Upon receipt and review of all completed submissions, The Newark Chronicle will issue your Certificate of Completion. Please allow up to 10 business days for processing.

For questions, accommodations, or support at any point during this course, do not hesitate to reach out: thenewarkchronicle@gmail.com

*“Thank you for investing in your housing education. At The Newark Chronicle, we believe that an informed tenant is an empowered tenant. The knowledge you have gained in this course is a tool — use it to protect yourself, support your neighbors, and advocate for the housing justice our communities deserve. Your rights are real. Your voice matters. Know your rights. Protect your home.”*

— THE NEWARK CHRONICLE

# Appendix: Quick Reference Resources

The following resources are provided for reference. Always verify contact information and eligibility requirements directly with each organization, as details may change over time.

| Resource | Purpose | Contact / Website |
|---|---|---|
| HUD Fair Housing Complaint | File a housing discrimination complaint with the federal government | hud.gov \| 1-800-669-9777 |
| NJ Division on Civil Rights | File a housing discrimination complaint under New Jersey's Law Against Discrimination (within 180 days) | NJCivilRights.gov \| 1-833-NJDCR4U \| Newark office (973) 648-2700, 31 Clinton St., 3rd Fl. |
| Legal Aid Finder | Locate free or low-cost legal help in your state or county | lawhelp.org |
| LSNJLAW Hotline | Free legal advice and referrals for low-income New Jersey residents | 1-888-576-5529 \| lsnjlawhotline.org |
| Essex-Newark Legal Services | Free civil legal help for low-income Essex County residents | (973) 624-4500 \| 5 Commerce St., 2nd Fl., Newark, NJ 07102 |
| Volunteer Lawyers for Justice — Eviction Help | Free legal help for Essex County tenants facing eviction | (973) 943-4754 \| vljnj.org/eviction |
| Newark Office of Tenant Legal Services | City-run tenant legal help | (973) 877-9424 \| OTLS@ci.newark.nj.us |
| Essex County Special Civil Part — Landlord/Tenant | Eviction filings and hearings for Essex County tenants | 50 West Market St., Newark, NJ \| (973) 776-9300 |
| Newark Rent Control Office | Rent increase questions and petitions | (973) 733-3675 \| 920 Broad St., Room 111, Newark, NJ 07102 |

| Resource | Purpose | Contact / Website |
|---|---|---|
| Newark Code Enforcement | Report housing, heat, and hot-water problems | (973) 733-3813 |
| Local Resource Hotline (211) | Connect to local housing, food, utility, and emergency assistance | Dial 2-1-1 from any phone \| 211.org |
| North East Service Fund (NESF) | Emergency rent and deposit help | (973) 639-2100 \| 982 Broad St., Newark, NJ 07102 |
| Newark Housing Authority | Public housing and Housing Choice Vouchers (Section 8) | (973) 273-6000 \| 500 Broad St., Newark, NJ 07102 |
| CFPB Tenant Rights | Federal consumer protection information for renters, including screening rights under FCRA | consumerfinance.gov |
| HUD Housing Counselors | Free housing counseling for renters and homebuyers | hud.gov \| 1-800-569-4287 |
| National Flood Insurance Program | Flood insurance for renters and property owners — required separately from standard renters insurance | floodsmart.gov |
| The Newark Chronicle | Course support, housing resources, referrals, and tenant advocacy | thenewarkchronicle@gmail.com |

The Newark Chronicle

*Know Your Rights. Protect Your Home.*

thenewarkchronicle@gmail.com

*Empowering renters through education, outreach, and community.*

*Disclaimer: This course book provides general information about renters rights in New Jersey and is not legal advice. Laws and local procedures change. For advice about your specific situation — especially if you have been served with court papers — contact a licensed attorney or your local legal aid office. Key sources: New Jersey Department of Community Affairs, Truth in Renting guide; New Jersey Courts, Landlord/Tenant self-help pages; Legal Services of New Jersey tenant guides. Statutes and cases cited were verified against primary sources in November 2026.*