



NOTICE TO QUIT

A Notice to Quit terminates the tenancy. If the tenant fails to cease the acts complained of in the Notice to Cease, after a reasonable period of time to cure has elapsed, or the statute does not require a cease notice, a landlord may serve a Notice to Quit for the statutory violation. Many landlords are under the mistaken impression that they must wait 30 days after serving a Notice to Cease before serving a Notice to Quit. This is just plain wrong. All that must elapse is a “reasonable” period of time and what is reasonable has to be determined on a case-by-case basis. I am unaware of any case where a landlord’s claim was dismissed due to service of a Notice to Quit too soon after the service of a Cease. You will see on the following form that the Notice to Quit also contains a paragraph called "Demand for Possession." A written demand for possession is required in all cases except for nonpayment of rent. If this language is lacking, the court will lack jurisdiction to hear the case. A Notice to Quit is generally served in the same manner as the Notice to Cease. (See above.) However, it is interesting to note that the statutes are silent as to how a Notice to Quit should be served. The following is a blank form Notice to Quit and following that is a completed sample copy.

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3-DAY
NOTICE TO QUIT

VIA CERTIFIED MAIL/RRR, REGULAR MAIL & HAND DELIVERY

Joyce Nirdlinger
50 Reservoir Ave.
Apt 301
Jersey City, NJ 07307-2432

1. **PRESENT LEASE.** You now rent apartment 301 located at 50 Reservoir Ave., Jersey City, NJ as Tenant(s) pursuant to a written lease agreement you executed on November 29, 2004.

2. **TERMINATION OF LEASE.** Your lease is TERMINATED (ended) as of November 25, 2007.

3. **DEMAND FOR POSSESSION.** You must leave and vacate this rented property on or before that date (the date of termination). This means you must move out and deliver possession to your Landlord.

You have failed to cease violation of New Jersey State Law, N.J.S.A. 2A:18-61.1b entitling the Landlord to remove you from *This was prepared by the law firm of Levy, Ehrlich & Petriello, P.C. headquartered in Newark, New Jersey. It is for informational purposes only. It is not, nor is it intended to be, legal advice. Laws, Rules and court precedents regularly change. You should consult an attorney or other qualified professional to discuss your particular matter. The firm can be reached at (973) 643-0040 or on the web at www.LEP-lawyers.com.*

the premises for destroying the peace and quiet of the occupants or other tenants living in 50 Reservoir Ave., Jersey City, New Jersey. You have also violated your lease and State law N.J.S.A. 2A:18-61.1c in that you willfully or by reason of gross negligence caused or allowed destruction, damage, or injury to the premises. You were served with a warning Notice to Cease dated November 16, 2005 and you temporarily complied.

Specifically, you have now willfully and grossly negligently fail to supervise the numerous pets you maintain in your apartment unit, including dogs and cats, in that you allow them to regularly and habitually urinate and defecate on the floors inside your unit in such a large quantity that the excrement seeps through the floor into the apartment unit below yours. The foregoing dirty, disgusting, and filthy habit in which you engage results in a foul odor that is emanating from your apartment. The odor smells like pets, pet urine and or feces, and dirty or rotting household garbage in the hallway outside the door of your apartment entry door. The odor is noxious and your efforts at masking the odor by using air freshener sprays have been unsuccessful. The landlord has been receiving constant complaints about the foul odor coming from your apartment on a daily basis. Your lease agreement and rules and regulations of the property obligate you to take good care of the apartment. You must remove garbage and other waste from the unit in a clean and safe manner, and deposit in receptacles provided outside. Your activity threatens the health, safety, and welfare of your neighbors and the building, and subjects the Landlord to fines from the city and State. Your failure to properly clean up after your pets, and maintain the apartment disturbs the peace and quiet enjoyment of your neighbors that live in the building, causes insect infestation in the building, and violates local and state health ordinances.

The excrement saturated the floor for such a long time that it seeped through causing the ceiling below in unit #201 to become completely saturated with malodorous pet waste. Your pet waste has damaged the floor of your unit, the floor joists between the units, and the ceiling below, and has permanently physically impaired the structural integrity of the building. The amount of waste seepage has been so great that it caused your floor to buckle and wave, further damaging the structural integrity of the building. The ceiling below your unit has been replaced based upon the foregoing.

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This action constitutes willful or grossly negligent damage or destruction to the premises in violation of N.J.S.A. 2A:18-61.1. Allowing your pets to urinate and defecate on the floors of your unit for an extended period of time is grossly negligent and the hazardous condition that resulted endangered the welfare of the building and the safety of your neighbors.

The Jersey City Department of Health and Human Services issued a Complaint to the property manager on October 26, 2007 regarding the foregoing, and issued a Complaint to you on October 29, 2007. You have also failed to give the inspector's access to you unit for inspection purposed, despite demand. Copies of the Complaints and Notice for access is annexed hereto and made a part hereof.

All of the foregoing actions endanger the building and its occupants and disturbs the peace and quiet enjoyment of the premises by your neighbors.

4. You must now make arrangements to move and return your keys to the landlord. If you fail to do so, legal action against you will be instituted and the landlord shall seek to hold you liable for all court costs and attorneys fees incurred as permitted by law and your lease.

PLEASE TAKE FURTHER NOTICE pursuant to N.J.S.A 2A:42-6 you are obligated for double the yearly value of the real estate you detain, for as so long as you detain, if you fail to surrender possession by the date of termination. That is, if you do not vacate and surrender possession of the premises back to the landlord, you will be obligated to pay double the monthly rent until you are either evicted or you move.

Kindly be guided accordingly, and advise the undersigned in writing of your intentions relative to this notice so that we may be guided accordingly.

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Dated: November 19, 2007

RobinsOak Management, Landlord

By: 

BRUCE E. GUDIN, ESQ.

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