



NOTICE TO CEASE

Where a Notice to Cease is required, it should include as much detail as possible. This serves the dual purpose of putting the tenant on notice of a statutory (or lease) violation and also allows the tenant an opportunity to "cure" the alleged violation. If the tenant ceases the described wrongful conduct, a landlord may not proceed to terminate the tenancy. It is, in effect, a warning notice. By statute, the notice must be served upon the tenant or person in possession either personally at the demised premises, or by leaving it at "his usual place of abode with some member of his family above the age of 14 years or by certified mail; if the certified letter is not claimed, notice shall be sent by regular mail." (See **N.J.S.A. 2A:18-61.2** above.)

It is advisable to cover all 3 bases. The notice should be hand delivered to the demised premises, and copies sent via certified mail return receipt requested and regular mail - simultaneously. In addition, the person making the personal delivery should fill out a "Certification of Service" form (copy follows) for the tenant's file in the event of trial. The worst thing that can happen to a landlord's case on the day of trial is to get "shot down" for defective service of a notice. If the notices are not correct (legally sufficient) or not properly served, the court must dismiss the landlord's case. A

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defective notice or defective service is a jurisdictional defect. If a jurisdictional defect exists, the court must dismiss the case. It is important to stress that the acts complained of must be enunciated clearly and in detail. Remember N.J.S.A. 2A:18-61.2 states that “The notice in each of the foregoing instances shall specify in detail the cause of the termination of the tenancy...” The notice may not contain conflicting information. For instance, a Notice to Cease that contains a warning to a tenant not to pay rent late may not contain an additional notice that the tenant is obligated to pay late fees. You can consult the 1996 Law Division case of **Prospect Point v. Timoshenko**, 293 N.J. Super 459 for this authority. The rationale in this example is that by stating that late fees are due, a landlord is implying that rent can be paid late so that a landlord cannot permissibly evict a tenant for late payments while improperly accepting these late payments.

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NOTICE TO CEASE

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. **WARNING.** Please read this NOTICE TO CEASE carefully. If you do not immediately cease (stop) doing the acts complained of, you may be EVICTED. This means you may be forced to leave.
3. **ACTS COMPLAINED OF.** According to New Jersey Law (N.J.S.A. 2A:18-61.1) you may be evicted for the following reasons:

Violation of your lease, rules and regulations, local and State Law. On or about August 10, 2005 and continuing on a daily basis since that time you have caused and allowed a foul odor to emanate 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

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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.

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 the apartment disturbs the peace and quiet enjoyment of your neighbors that live in the building, causes rodent and insect infestation in the building, and violates local and state health ordinances. You were warned of this previously on July 15, 2005 but your efforts to control the odor have been unsuccessful. You must eliminate the odor by November 26, 2005 or the landlord will take steps to evict you.

You have also violated your lease and State Law by disturbing the peace and quiet enjoyment of your neighbors. On and after approximately October 18, 2005, and specifically on November 12, 2005, there was and has been an excessive and unacceptable amount of noise being generated in your apartment both day and night at various times, but specifically in the afternoon. The noise sounds like a person being dragged and body-slammed against the walls and or floors of the apartment. This is an ongoing constant problem.

Your lease allows you to use the apartment only for residential purposes; you must not make or permit any disturbing noises nor permit any actions that will interfere with the rights, comforts or conveniences of neighbors. You must immediately cease the noise or your Landlord will take steps to terminate (end) your tenancy, legal action against you will be commenced and you will be evicted from the premises. The Landlord shall hold you liable for all associated costs and attorneys' fees incurred as a result of your actions.

Dated: November 16, 2005

RobinsOak Management, Landlord

By: _____



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GROUNDS FOR EVICTION

This **NOTICE TO CEASE** is to be used as a notice to tenants covered by N.J.S.A. 2A: 18-6 1. 1. This notice is given in relation to the following grounds for eviction -

N.J.S.A. 2A:18-61.1 provides, in part:

b. The person has continued to be, after written **notice to cease**, so disorderly as to destroy the peace and quiet of the occupants or other tenants living in said house or neighborhood; . .

d. The person has continued, after written **notice to cease**, to substantially violate or breach any of the landlord's rules and regulations governing said premises, provided such rules and regulations are reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term; . .

e. The person has continued, after written **notice to cease**, to substantially violate or breach any of the covenants or agreements contained in the lease for the premises where a right of reentry is reserved to the landlord in the lease for a violation of such covenant or agreement, provided that such covenant or agreement is reasonable and was contained in the lease at the beginning of the lease term; . . .

If the tenants do not obey this notice, they may be evicted by the procedures set forth in N.J.S.A. 2A:18-61.2.

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CERTIFICATION OF SERVICE

On _____(date) I hand delivered a NOTICE TO
_____ dated _____ to
Apartment _____ at address _____

I served the Notice on an adult person answering the door who I
know to be _____ (or so said).

Otherwise, I placed the Notice under or through the door.

I hereby certify that the foregoing statements made by me are true. I am aware
that if any of the foregoing statements made by me are willfully false, I am subject to
punishment.
