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PUBLIC HEARING

before

ASSEMBLY HOUSING COMMITTEE

ASSEMBLY BILL 1757

("The Tenants' and Landlords' Key Act")

June 2, 1988
Room 373
State House Annex
Trenton, New Jersey

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MEMBERS OF COMMITTEE PRESENT:

Assemblyman John V. Kelly, Chairman
Assemblyman Gerald H. Zecker, Vice Chairman
Assemblyman Robert C. Shinn, Jr.
Assemblywoman Stephanie R. Bush

ALSO PRESENT:

John B. Lee
Office of Legislative Services
Aide, Assembly Housing Committee

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New Jersey State Legislature
ASSEMBLY HOUSING COMMITTEE
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KELLY
RMAN
J H. ZECKER
-CHAIRMAN
INIE R. BUSH
SCHWARTZ
T C. SHINN, JR.

MEMORANDUM

TO: Members, Assembly Housing Committee
FROM: John V. Kelly, Chairman
DATE: May 23, 1988
SUBJECT: Committee meeting on June 2, 1988

(Address questions and comments to John B. Lee, Committee Aide.)

The Committee will meet on Thursday, June 2, 1988, in Room 373, State House Annex, beginning at 10:00 a.m.

Bills under consideration for report will be:

A2719 (Watson/Schwartz)	Appropriates \$525,000 for Neighborhood Housing Services grants.
A2918 (Menendez/Kenny)	The "Housing Incentive Zones Act."
A3017 (Loveys)	Requires the adoption of a model code as the energy conservation subcode of UCC.
A3092 (Palaia/Villane)	Requires all hotels and motels to keep a registry of guests.
AR91 (Kelly/Zecker)	Requests DCA delay adoption of homeless shelter regulations.
AR92 (Kelly/Roma)	Memorializes Congress to extend tax exemption of mortgage revenue bonds.

The Committee, after considering the above bills, will adjourn and reconvene to hold a public hearing on the following bill:

A1757 (Bush)	The "Tenants' and Landlords' Key Act."
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ASSEMBLY, No. 1757

STATE OF NEW JERSEY

Introduced Pending Technical Review by Legislative Counsel

PRE-FILED FOR INTRODUCTION IN THE 1988 SESSION

By Assemblywoman BUSH

1 AN ACT regarding the keys to certain rental premises, and
supplementing Title 46 of the Revised Statutes.

3

BE IT ENACTED by the Senate and General Assembly of the
5 State of New Jersey:

1. This act shall be known and may be cited as "The Tenants'
7 and Landlords' Key Act."

2. As used in this act, "dwelling unit" means any rented or
9 leased residential premises, but shall not include a boarding
room nor shall it include premises in a hotel, motel, or other
11 guest house, or part thereof, rented to a transient guest or
seasonal tenant, or a residential health care facility as defined
13 in section 1 of P.L. 1953, c. 212 (C. 30:11A-1).

3. Each landlord of a dwelling unit in this State shall:

15 a. In the presence of the tenant, place any keys to the
tenant's dwelling unit, except the keys given to the tenant, in a
17 sealed envelope, which envelope shall be signed by the tenant
across the sealed flap;

19 b. Keep all envelopes which have been sealed pursuant to
subsection a. of this section in a locked container, which
21 container shall remain the responsibility of the landlord, who
shall exercise reasonable care in assuring the security of the
23 container; and

c. Permit the tenant to inspect, during normal business hours,
25 the envelope containing the keys to his dwelling unit.

4. Notwithstanding the provisions of section 3 of this act, a
27 landlord may open a sealed envelope and use the enclosed key to
enter a dwelling unit if any of the following conditions exist:

29 a. There is evidence of fire, water, or any other condition in
the dwelling unit which is likely to cause significant damage to
31 the dwelling unit, to another dwelling unit, or to common areas;

1 b. There is evidence that a condition exists which is
life-threatening or which constitutes a serious, immediate
3 health hazard;

5 c. There is evidence that a person in the dwelling unit needs
assistance for medical or other similar reasons;

7 d. The landlord observes that the dwelling unit is not secure
against entry and receives no response upon knocking or ringing
the doorbell; or

9 e. Entry into the dwelling unit is required under a local
ordinance or a law of this State or the federal government.

11 5. No later than 24 hours after a landlord uses a key sealed in
an envelope to enter a tenant's dwelling unit pursuant to section
13 4 of this act, the landlord shall notify the tenant of the
following:

15 a. That entry was made;

17 b. The date of the entry;

19 c. The reason for the entry;

21 d. The name of each person who entered, and the name of the
employer of each person who entered; and

23 e. That the tenant has a right to place all the keys to his
dwelling unit in another sealed envelope under the same
conditions set forth in section 3 of this act.

25 6. Following the landlord's use of a key sealed in an envelope
to enter a dwelling unit, he shall propose a reasonable time, no
later than seven days after the use, to meet with the tenant, at
27 which time all of the keys to the dwelling unit, except those in
the possession of the tenant, shall be resealed pursuant to
section 3 of this act.

29 7. If a condition specified in section 4 of this act does not
exist, and if the landlord uses the key in the sealed envelope to
31 enter a tenant's dwelling unit, the tenant shall have the right to
change the lock on the door and shall not be required to provide
33 the landlord with a key to the dwelling unit.

35 8. If any tenant replaces the locks on his dwelling unit under
any circumstances other than those specified in section 7 of this
act, the tenants shall, within 24 hours of the replacement give
37 the key to the landlord. The landlord shall then have the key to
the new lock sealed in the manner prescribed by section 3 of this
39 act. During the period between the replacement of the

1 lock and the giving of the new key to the landlord, the tenant
shall be liable for any damage to the door or other means of
3 entry to the dwelling unit if the landlord enters the dwelling unit
forcibly because of a condition specified in section 4 of this act
5 exists.

9. If a condition specified in section 4 of this act does not
7 exist, and the landlord desires to enter the dwelling unit, the
landlord shall notify the tenant or the tenant's designee in
9 writing of his desire to enter the dwelling unit and the purpose
therefor.

11 If the tenant refuses to allow the landlord entry for
reasonable and proper purposes at a reasonable time following
13 reasonable notice, and fails to make a reasonable effort to reach
an agreement with the landlord regarding a mutually acceptable
15 time for the landlord to enter, the landlord shall be entitled to
use the sealed key to achieve entry. For purposes of this
17 section, "reasonable and proper purposes" shall include, but shall
not be limited to, building code inspections, maintenance
19 inspections, routine maintenance, and, near the end of a rental
term if the tenant has expressed his intention not to renew his
21 rental agreement, showing the dwelling unit to potential
renters. For the purposes of this section, reasonable notice for
23 such an entry shall be three days.

10. The Director of the Division of Consumer Affairs shall
25 adopt, pursuant to the "Administrative Procedure Act," P.L.
1968, c. 410 (C. 52:14B-1 et seq.), rules and regulations as may
27 be necessary or desirable to achieve the purposes of this act.

11. A tenant and a landlord may agree to a modification or
29 waiver of the provisions of this act, if:

a. The waiver is encompassed in a separate written contract
31 in which the tenant shall stipulate "I am aware that I may give
my key to the landlord in a sealed envelope with my name across
33 the flap and that the landlord would then be prohibited from
using the key to enter my dwelling unit except under certain
35 emergency situations. Instead, I voluntarily choose to provide
my key directly to the landlord"; and

b. The written contact provided in subsection a. of this
37 section has been prepared by the landlord and provided to the
tenant at a time different than and subsequent to the time that
39 the landlord provided the tenant with the lease and the lease
was signed by both landlord and tenant.
41

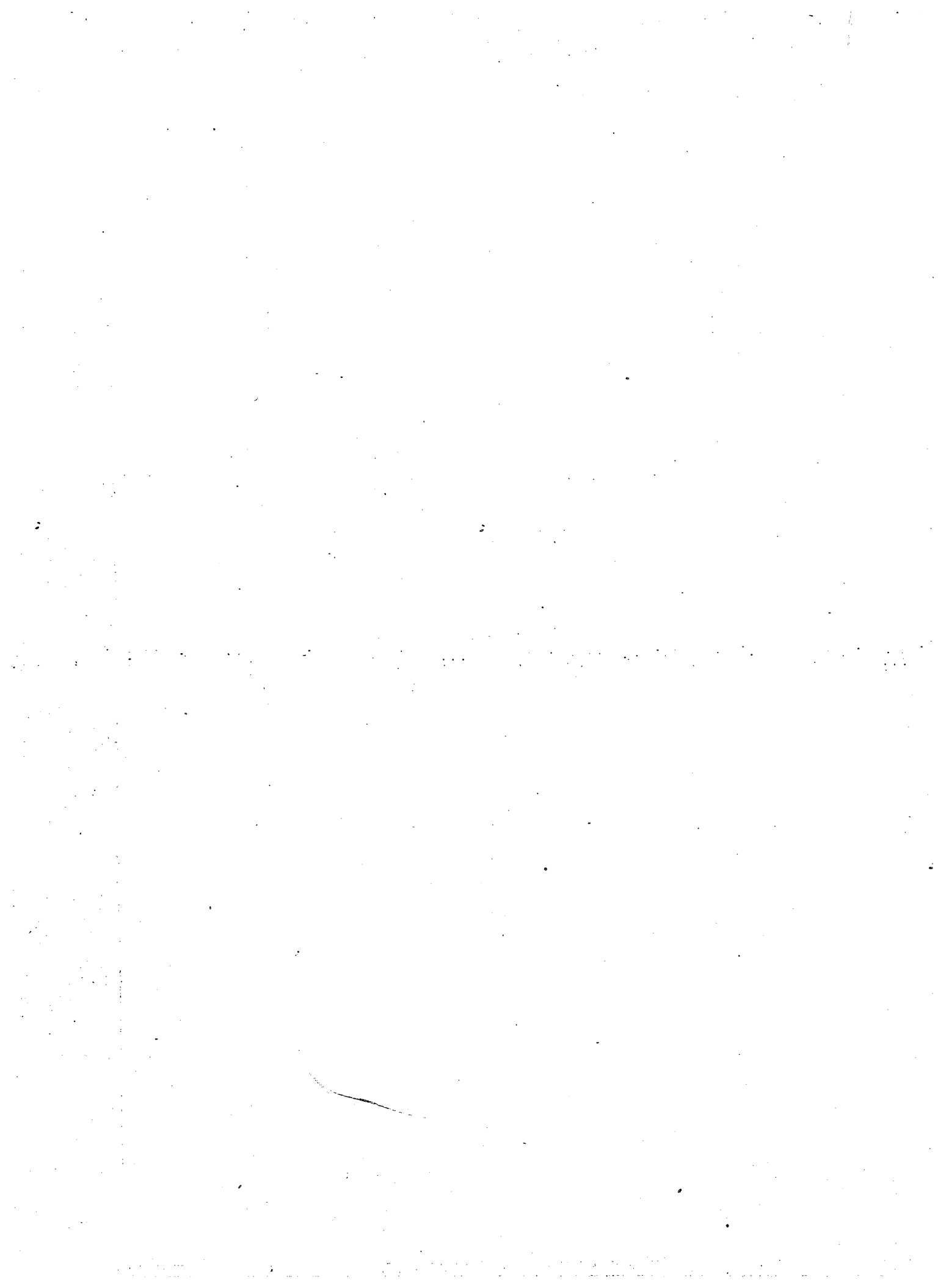
1 The bill permits waivers or modification of its provisions in
rental agreements only if the tenant indicates in writing that he
3 is aware of his rights under the bill but is voluntarily waiving
them and if the waiver is given to the tenant and signed by him
5 at a time later than the time that the tenant and landlord signed
the lease.

7

HOUSING

9

Landlord - Tenant and Condominiums



ASSEMBLY AHO COMMITTEE

AMENDMENTS

to

Assembly, No. 1757

(Sponsored by Assemblywoman Bush)

1 INSERT NEW SECTION 3 TO READ:

2 13. Nothing in this act shall require a landlord to have a key
3 to any dwelling unit; but if the landlord elects to possess such a
4 key, the provisions of this act shall be adhered to.¹

5 RENUMBER SECTION 3 AS 4.

6 REPLACE SECTION 4 TO READ:

7 1[4.]5.¹ Notwithstanding the provisions of section 1[3]4¹ of
8 this act, a landlord may open a sealed envelope and use the
9 enclosed key to enter a dwelling unit if any of the following
10 conditions exist:

11 a. There is evidence of fire, water, or any other condition in
12 the dwelling unit which is likely to cause significant damage to
13 the dwelling unit, to another dwelling unit, or to common areas;

14 b. There is evidence that a condition exists which is
15 life-threatening or which constitutes a serious, immediate
16 health hazard;

17 c. There is evidence that a person in the dwelling unit needs
18 assistance for medical or other similar reasons;

19 1[d. The landlord observes that the dwelling unit is not secure
20 against entry and receives no response upon knocking or ringing
21 the doorbell;]¹ or

22 e. 1[Entry] Immediate entry¹ into the dwelling unit is
23 required under a local ordinance or a law of this State or the
24 federal government¹, without court order, or if a court order for
25 immediate entry has been obtained. If immediate entry is not a
26 part of the court order, then the provisions of section 10 of this
27 act shall apply¹.

28 REPLACE SECTION 5 TO READ:

29 1[5.] 6.¹ No later than 24 hours after a landlord uses a key
30 sealed in an envelope to enter a tenant's dwelling unit pursuant
31 to section 1[4] 5¹ of this act, the landlord shall notify the tenant
of the following:

- 1 a. That entry was made;
- 2 b. The date of the entry;
- 3 c. The reason for the entry;
- 4 d. The name of each person who entered, and the name of the
- 5 employer of each person who entered; and
- 6 e. That the tenant has a right to place all the keys to his
- 7 dwelling unit in another sealed envelope under the same
- 8 conditions set forth in section ¹[3] 4¹ of this act.

9 REPLACE SECTION 6 TO READ:

10 ¹[6.] 7¹ Following the landlord's use of a key sealed in an

11 envelope to enter a dwelling unit, he shall propose a reasonable

12 time, no later than seven days after the use, to meet with the

13 tenant, at which time all of the keys to the dwelling unit, except

14 those in the possession of the tenant, shall be resealed pursuant

15 to section ¹[3] 4¹ of this act.

16 REPLACE SECTION 7 TO READ:

17 ¹[7.] 8¹ If a condition specified in section ¹[4] 5¹ of this act

18 does not exist, and if the landlord uses the key in the sealed

19 envelope to enter a tenant's dwelling unit, the tenant shall have

20 the right to change the lock on the door and shall not be

21 required to provide the landlord with a key to the dwelling unit.

22 REPLACE SECTION 8 TO READ:

23 ¹[8.] 9¹ If any tenant has been required to give the landlord

24 a key pursuant to a lease or rental agreement, and the tenant¹

25 replaces the locks on his dwelling unit under any circumstances

26 other than those specified in section ¹[7] 8¹ of this act, the

27 tenants shall, within 24 hours of the replacement give the key to

28 the landlord. The landlord shall then have the key to the new

29 lock sealed in the manner prescribed by section ¹[3] 4¹ of this

30 act. During the period ¹[between] following¹ the replacement of

31 the lock and ¹prior to¹ the giving of the new key to the landlord,

32 the tenant shall be liable for any damage to the door or other

33 means of entry to the dwelling unit if the landlord enters the

34 dwelling unit forcibly because of a condition specified in section

35 ¹[4] 5¹ of this act exists.

36 REPLACE SECTION 9 TO READ:

37 ¹[9.] 10¹ If a condition specified in section ¹[4] 5¹ of this

38 act does not exist, and the landlord desires to enter the dwelling

39 unit, the landlord shall notify the tenant or the tenant's

40 designee in writing of his desire to enter the dwelling unit and

41 the purpose therefor.

1 If the tenant refuses to allow the landlord entry for
reasonable and proper purposes at a reasonable time following
3 reasonable notice, and fails to make a reasonable effort to reach
an agreement with the landlord regarding a mutually acceptable
5 time for the landlord to enter, the landlord shall be entitled to
use the sealed key to achieve entry. For purposes of this
7 section, "reasonable and proper purposes" shall include, but shall
not be limited to, building code inspections, maintenance
9 inspections, routine maintenance, and, near the end of a rental
term if the tenant has expressed his intention not to renew his
11 rental agreement, showing the dwelling unit to potential
renters. For the purposes of this section, reasonable notice for
13 such an entry shall be three days.

RENUMBER SECTIONS 10, 11 and 12 AS 11, 12 and 13.

TABLE OF CONTENTS

	<u>Page</u>
Phyllis Salow-Kaye New Jersey Tenants Organization	6
Donald Romaniello New Jersey Tenants Association	10
Carol Ann Short New Jersey Builders Association and Institute of Multi-Family Housing	13
Sue Covais New Jersey Association of Realtors	17
Linda B. Bowker State President National Organization for Women of New Jersey	20
Jacque Eaker Executive Vice President New Jersey Council of the Multi-Housing Industry	21
Clinton Barlowe Private Citizen	29
S. Patricia Comstock President Bloomfield Tenant Organization	32
APPENDIX:	
Statement submitted by Linda B. Bowker	1x
Letter to the Honorable John V. Kelly from Samuel J. Damiano, President New Jersey Council of Savings Institutions	2x

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ASSEMBLYMAN JOHN V. KELLY (Chairman): We are now going to convene the public hearing on Assemblywoman Bush's bill -- A-1757 -- the key bill.

ASSEMBLYWOMAN BUSH: Thank you, Mr. Chairman. First of all, I realize we are under a time constraint, and I want to thank you for having at least part of this public hearing on this date.

Since our last hearing on the matter, I have been approached by a number of people -- constituents, representatives, etc. -- so there are a number of amendments I have submitted, which I believe are being passed out at this time. I have one other amendment I will discuss.

Because it is a late date and a late time and people have not seen these amendments, I am going to take an opportunity to somewhat go through the bill to tell you what it really means at this point, as I propose it to be.

The purpose of the bill is to protect tenants with regard to landlords or their agents entering their premises in non-emergency situations. It appears from much of the correspondence I have received from individuals that this is a prevalent problem, whether it be superintendents, landlords, or whatever, particularly in the instance of single women, senior citizens, etc.

This will also protect the landlord from the unfounded allegations of harassment of the tenant by coming in and doing things of that sort.

It would require that-- First of all, one of the amendments, in going down here-- We begin by saying that nothing in this would require a landlord to have a key for the dwelling unit. But if the landlord elects to make this requirement in the lease agreement, then the following provisions would act, because there was some question about this being required. So, no landlord is required to have a key, but if he or she does so, the following would be required. We have a number of changes.

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First of all, the key would be placed in an envelope. The back flap would be signed by the tenant. As I will be proposing, the landlord will be able to go in without the tenant's permission in emergency situations, which are specified. If the landlord does so, he will advise the tenant within 24 hours that he did so -- who went in and what was done, etc. -- and within seven days, the key must be placed back into the envelope, and the tenant have the opportunity to sign it.

We go further down and: These envelopes will have to be in a locked container, and there should be reasonable care to ensure the security of these containers.

The landlord would be able to go in under emergency situations, such as evidence of fire, water, or other condition which is likely to cause significant damage to the dwelling unit or to common areas within the premises -- the apartment above or below, etc.; or if there is evidence that a condition exists which is life-threatening or which constitutes a serious, immediate health hazard; or if it appears that the person in there needs medical assistance or other types of assistance.

My amendments would delete subsection d. of what was section 4. What was 4. d. would be deleted. The landlord would not be able to go in-- It would not be considered an emergency just because there was no response at the door or a response to the ringing of the bell. That is deleted; that is not an emergency.

The next section, I have added where it indicates-- Initially, it said: "Entry into the dwelling unit is required under a local ordinance or a law of this State or the Federal government." I have changed that to say: "Immediate entry into the dwelling unit is required under a local ordinance or a law of this State or the Federal government, without court order, or if a court order for immediate entry has been

obtained. If immediate entry is not a part of the court order, then the provisions of section 10 of this Act shall apply." That is somewhat irrelevant at this point. But in other words, what we are saying now is, just because you have the right to go in under a local ordinance or a law of this State or the Federal government, you can only go in as an emergency if you have a court order, or if no court order is required.

Then it goes down to what I was saying before. What was section 8, in our amendments becomes now section 9. What I have added here is with regard to when a tenant would be required to give the landlord a key -- if they have changed the lock.

Now, if a landlord were to break this law and go in under a non-emergency situation and not advise the tenant appropriately within 24 hours as to who went in, why they went in, and allow the tenant to sign the envelope within seven days to put it back into the sealed envelope-- If the landlord fails to do that, or if the landlord has just walked into the apartment for harassment or anything that is not delineated in here, then, by this law, the tenant will not be required to give the landlord a key if they change the lock, because the landlord has broken the law.

If, however, the landlord has gone in, as is allowed under this bill, then the tenant will give the landlord a key only if it has been initially required in the lease to begin with, and if no laws have been broken as are indicated within this. Am I being understood right there in that regard? (affirmative response) Then the landlord will have to put this new key back in the envelope, as was done previously.

During the time between replacing the lock and giving a key to the landlord, the tenant would be responsible for any damages that occur to the door, if an emergency situation arose and the landlord had to knock the door down to get in.

Then, after much discussion and consideration with a number of people, particularly constituents, and because I think the purpose of this bill, as intended, is to protect tenants and to determine what is an emergency situation-- It is not in here as yet, but I am going to submit an amendment that would delete all of section 9, which deals with the landlord entering for non-emergency purposes. So, this bill would not deal with entering the premises for non-emergency purposes, but would deal specifically in terms of the landlord entering the premises for delineated emergency situations.

ASSEMBLYMAN ZECKER: The only reason I was looking at you quizzically is, I have been in government for over 15 years--

ASSEMBLYWOMAN BUSH: Yes?

ASSEMBLYMAN ZECKER: --and I have gotten complaints about everything, but never about a landlord entering an apartment. I have gotten calls where they said they couldn't find their landlord to get a key, because they lost their key, you know, and they had to get into their apartment.

ASSEMBLYWOMAN BUSH: Well--

ASSEMBLYMAN ZECKER: If you don't mind, is this a widespread--

ASSEMBLYWOMAN BUSH: It is my understanding that it is. I say my understanding based upon the number of letters I have received; my understanding as an attorney who has, you know, practiced in East Orange for 10 years; my understanding as a person who lives in East Orange, which is 75% tenants. So many of the people I know are tenants, and there is concern as to people coming into apartments, and things of that sort.

ASSEMBLYMAN ZECKER: Is it more of an urban problem than a suburban problem?

ASSEMBLYWOMAN BUSH: It is a people problem.

ASSEMBLYMAN ZECKER: But the whole thing is-- You know, in my district -- and I am being honest about it -- I

have never gotten a call, and I have gotten complaints on just about everything. I have a lot of tenant units in my district, but I have never gotten a complaint on this.

ASSEMBLYWOMAN BUSH: Maybe the complaints are not coming to you, or maybe you are lucky -- or more so, the tenants within your area are lucky, in that they don't have this problem. But I don't think it is an urban versus rural problem. Things that happen in urban areas happen just as much in rural areas, sometimes in an even more atrocious manner.

ASSEMBLYMAN ZECKER: I would imagine that a landlord-- The one thing he doesn't want is to be sued, because his insurance premiums go up. I would think that most landlords are very, very careful before they go into a person's private dwelling.

ASSEMBLYWOMAN BUSH: Right, I would think so, too. Realize, this is not just the landlord himself, but the landlord would also be responsible for-- There are superintendents and a number of other people who are agents for the landlords who would have access to keys. So, many times the tenant never sees the landlord. They're absent; they live someplace else. They don't have a hands-on situation there, but there may be superintendents who, you know, can change quite frequently, and such, who could be doing the same thing. As an agent of the landlord, this would be a requirement placed on the landlord.

ASSEMBLYMAN ZECKER: And the landlord could be just as easily sued if his agent broke into that apartment, right?

ASSEMBLYWOMAN BUSH: Well, yeah, it's a cost of business.

ASSEMBLYMAN KELLY: Are you finished?

ASSEMBLYWOMAN BUSH: Yes, I'm finished.

ASSEMBLYMAN KELLY: The first person we have on our list here who would like to address us is Ms. Kaye, New Jersey Tenants Organization.

P H Y L L I S S A L O W - K A Y E: I submitted my testimony. It was mailed to you. However, it involved the bill before it was amended, so I don't have anything to reflect the amendments.

ASSEMBLYMAN KELLY: All right.

ASSEMBLYMAN ZECKER: There will be more copies of your testimony?

MS. SALOW-KAYE: No. We sent our testimony to Mr. Lee about 10 days ago, but it dealt with the bill before it was amended. The only thing I have here is--

ASSEMBLYMAN ZECKER: Do you have a copy of the testimony?

MS. SMARTH (Assembly Majority Staff): No, I don't have a copy.

MS. SALOW-KAYE: I can give you another copy of it, but it is not relevant because the bill has currently been amended.

ASSEMBLYMAN ZECKER: Yeah, but I would like to read your comments anyhow.

MS. SALOW-KAYE: Okay.

ASSEMBLYMAN ZECKER: Then I don't have to take a lot of notes.

MS. SALOW-KAYE: Okay. I'll get you copies and bring them back.

ASSEMBLYMAN KELLY: I don't have a copy? None of us--

MS. SALOW-KAYE: We sent you 10 copies.

ASSEMBLYMAN KELLY: To me?

MS. SALOW-KAYE: No, to John Lee, when we signed up -- 10 copies.

MR. LEE (Committee Aide): Ten copies?

MS. SALOW-KAYE: Yeah.

MS. SMARTH: Maybe the mail--

MS. SALOW-KAYE: Well, I'll get them to you. You're not going to vote the bill out today.

ASSEMBLYMAN KELLY: No, at a hearing you can't.

MS. SALOW-KAYE: About 10 years ago, the New Jersey Tenants Organization and the New Jersey National Organization for Women got together over a bill, at that point to protect women tenants, as well as others, from being forced to give their keys to their landlords. It was a problem we had all encountered. It was very prevalent amongst members of both organizations.

At that time, we were talking about a bill which would be very simple. It would say: A tenant is not required to give the key at all and, if they gave the key-- If the landlord didn't have a key and he had to get in, the tenant would be liable for the damage. There was no talk of envelopes, and no talk of anything else -- signatures.

At that time, and as time continued in the past three or four years, it appeared it was impossible to pass a bill that strict. Also, we found out there were many tenants who wanted an option to do something other than just not give the key, because they didn't want to make themselves personally liable for the door being broken down.

So, we have to give another option, and that is how we came up with this whole idea of the key and the envelope with the signature. The New Jersey Tenants Organization has had many, many complaints from all counties -- not just urban counties -- and especially from women who live alone, or women who are alone with their children, who rightly fear the requirement to hand over a key to a landlord. The keys often end up in the pockets of maintenance personnel and other males who may have nothing to do with the maintenance of the building; for instance, past employees.

Right now in Mercer County, there is a case pending that is a death penalty hearing, over a former maintenance man who used a key after he left the employ of the building. He used the key he had to enter an apartment, and he killed

someone. That is a current case. The man has been found guilty, and now I think they are contemplating whether it is a death penalty hearing or not.

Landlords, as well as maintenance people, have been known to walk in on women who have to come home each day knowing that the super who has previously perhaps made sexual advances towards her, now has the key to her apartment. We have found situations where tenants have gotten out of the shower in the morning, thought their apartment was vacant, only to walk in on a service person, a maintenance man, a superintendent, who said, "Oh, yeah, I knocked. I didn't get any answer." We have instances of women getting up in the morning out of bed to find a maintenance person or a superintendent leaning over them or looking around their bedroom. We have had instances where surprise inspections are held to see whether apartments are clean or not. We have had instances where landlords come in just to look around.

Today's tenant is much more likely to be a female or a female with children, just because of economic reasons. Our original support for the bill was due to our belief that a tenant's right to privacy was more important than the landlord's right to a key, which often was a coerced right, since the tenant really has no bargaining power. When a person wants to get an apartment, she signs a lease and the lease requires that she give the key. She is going to give that key, or otherwise she is going to end up sleeping in a hotel, or out on the street.

So, it is not a situation the way it used to be, where you could come in, get a lease, and sit down and go over it with a landlord, and say: "Well, I'll do this," or "I won't do that." "I'll give the key," or "I won't give the key." It's not like that any more. You either have to take it or leave it.

What this bill does, with the amendments, is just make tenants feel more secure in their right to live in an apartment

without being harassed. We support all of the amendments that have been given.

I would just like to speak to one more area where there seems to be some difference of opinion. We think it has been solved, but we are a little concerned about section 8, the first sentence, which says: "If any tenant replaces the locks" -- I don't know if it is old section 8 or new section 8; there are several forms of the bill floating around -- "on his dwelling unit under any circumstances other than those specified in section 7 of this Act, the tenants shall, within 24 hours of the replacement give the key to the landlord." We would just like to see that be "may give the key to the landlord." Right now, existing law does not require that a tenant give the key. We understand that Assemblywoman Bush has put a line in preceding that to say that you don't have to do it unless your lease requires it. We would just feel more confident if that first "shall" was changed to "may." However, we believe that the amendments that have been offered clearly help to protect a tenant who is living in an apartment.

We would urge, number one, that you set a date today, hopefully, for the vote on this bill, and that we don't have to wait two months for the testimony to be transcribed, as we have had to in the past, not necessarily in this Committee. There have been other instances where public hearings were held on a bill, and then the sponsor of the bill was unable to release it pending -- or have it come up for a vote, pending the transcript of the hearing. We would just urge you not to get caught up in that time frame, because we think this is an important bill. It still has a long way to go to become law, and we urge you to support it.

ASSEMBLYWOMAN BUSH: Just one thing in that regard. You may not have the amendments, but-- She was making reference to what was section 8, which is the new section 9. It now reads, in total: "If any tenant has been required to

give the landlord a key pursuant to a lease or rental agreement, and the tenant replaces the locks on his dwelling unit under any circumstances other than those specified in section -- what was 7, now 8 of this Act -- the tenant shall, within 24 hours of the replacement give the key to the landlord." So, this is saying only if they were required to do so initially under a lease, and only if the landlord has not entered the premises illegally.

MS. SALOW-KAYE: That is the only real point, and it is not at all that major.

ASSEMBLYMAN KELLY: Don Romaniello? Now, do you have anything other than what was said, because you represent the New Jersey Tenants Association, too. Do you have anything other than what Ms. Salow-Kaye offered?

D O N A L D R O M A N I E L L O: A couple of minor things.

ASSEMBLYMAN KELLY: A couple of minor things?

MR. ROMANIELLO: Yes, a couple of minor things.

ASSEMBLYMAN KELLY: Because I want to speed this up.

MR. ROMANIELLO: Okay. I will be as brief as I possibly can.

Again, there were a number of comments about landlords or superintendents entering buildings. I have been a paralegal additionally with the Bergen County Housing Coalition for seven years. I see probably about 2000 or 3000 tenants over the course of each year. The issue of keys is a major issue.

Before coming here today, I did some research on the area of crime and households. I discovered that in 1985, in the United States, there were 5.6 million burglaries in the United States. Two and a half million, or 45% of those burglaries, were without forced entry. So, people have a very real fear of keys being in the stream of commerce, so to speak, and people coming in unauthorized, without any prior notification, and really for no good reason at all. The average burglary costs \$991 for a residential burglary. For

the last two years in New Jersey, we have been looking at about 80,000 burglaries a year.

ASSEMBLYMAN KELLY: Wait a minute. Do you think this key bill is going to stop the burglaries?

MR. ROMANIELLO: I believe the issue of non-forced entry into an apartment is a very real fear that tenants have. No, this is not going to stop it.

ASSEMBLYMAN KELLY: It is not going to stop any of them.

MR. ROMANIELLO: No. The point I am trying to make is that people have a real fear of giving their keys out to strangers; of giving their keys out to supers in very large complexes, which have four or five different maintenance workers, where there are four or five copies of the key for each of the maintenance workers, and people coming in and out of their apartments at all times. I have come home and found my radio tuned to stations that I have never listened to before, and haven't listened to since. This went on regularly. I don't want to do horror stories. I prefer, you know, to deal with it as broadly as possible. But the fact is, there are very real fears, and there is a basis for those very real fears. That is why I brought forth those statistics. I'm sorry.

There are just a couple of minor things that have not been brought to our attention. Section 3. c. of the bill deals with permitting the tenant to inspect the envelope during normal business hours. The only problem with that is, the people who have the most to fear about someone coming in and out of their apartment are the people who work; people who are away during normal business hours. I don't know how this problem could be addressed. Perhaps having some other kind of requirement. But the problem is, during normal business hours is when the people who are most vulnerable to someone coming in unauthorized, are away. So, they can't have access to their

envelope to see if the seal has been broken. So that could be a problem for a number of tenants. As we all know, more and more people are working, or they are two-income families. There are not as many people around the home today as there were 10, 15, or 20 years ago. That is one possible area.

Another is-- Actually, because of the amendments, a lot of things have changed. As far as section 11, "A tenant and a landlord may agree to a modification or waiver of the provisions of this Act, if--" Essentially, what that is saying is, the tenant has the right, with informed consent, to say, you know, "Here's the key. You don't have to put it in an envelope." I would prefer to see a section that provides for a modification or waiver, to provide modification or waiver in both directions, in which the landlord is not required to have the key at all. If you have waiver and modification, it should swing both ways.

As far as section 4. e., which concerns--

ASSEMBLYMAN KELLY: If the landlord has no key, how would he get in at the time of an emergency? I am just curious. If he has no key-- Is that what you just said?

MS. SALOW-KAYE (speaking from audience): The fire department breaks the door down.

MR. ROMANIELLO: The fire department breaks the door. There is an assumption of risk then. As Phyllis explained, one of the problems with-- Presently, if a landlord does not have the key and there is an emergency, the landlord has the right to break open the door, and the tenant assumes the risk that he will have to pay for the replacement of the door, and perhaps even other damages that may be incurred because of the delay. That is the assumption of risk that the tenant takes. Okay? I think there is a very legitimate assumption of risk. So, with regard to a waiver, it should swing both ways.

ASSEMBLYWOMAN BUSH: If I may address that point, so I won't forget it. I think it does by the amendment that has

been inserted as a new section 3, which says: "Nothing in this Act shall require a landlord to have a key to any dwelling unit; but if the landlord elects to possess such a key, the provisions of this Act shall be adhered to."

MR. ROMANIELLO: Okay, I think that's fair.

One other thing-- I don't have a real problem. It's section 4. e., which is to allow immediate access for local, Federal, and State government inspectors. I believe they already have that authorization anyway, so I don't know if this section is really needed. Each and every one of the inspectors obviously has an authority provision which allows them to enter, under what conditions, and with what kind of notice. So it may be simpler just to omit 4. e., because it doesn't really change a whole lot. If you have a search warrant, obviously the tenant will have to, you know, give it up, and for all other inspections they are required to do that.

In parting, I would just like to make one final comment. We are talking about the right to privacy. The right to privacy is a very, very basic American right. The Fourth Amendment grants the right of the people to be secure in their persons, homes, papers and effects. Unreasonable searches and seizures will not be permitted. People have a right not to have people wandering in their apartments with no prior notice, and often for very invalid reasons. Landlords come up with all sorts of reasons that are not valid.

ASSEMBLYMAN KELLY: Thank you. Are you finished?

MR. ROMANIELLO: Yes, I am.

ASSEMBLYMAN KELLY: Thank you. Ms. Short?

C A R O L A N N S H O R T: I, also, will be able to send you testimony later based on the amendments. I don't have that with me now.

Good afternoon, Mr. Chairman and members of the Assembly Housing Committee. My name is Carol Ann Short. I am here on behalf of the New Jersey Builders Association, as well

as the Institute of Multi-Family Housing, which is a wholly owned subsidiary of the Builders Association. I am here today to testify briefly on A-1757, sponsored by Assemblywoman Bush, and entitled "The Tenants' and Landlords' Key Act."

This bill outlines specific procedures concerning the keeping of keys for rental units by landlords, and details the conditions under which the landlords may have access to those units.

Before I get into the specifics of A-1757, let me first preface my comments by saying that the Builders Association and the Multi-Family Institute would support legislation to supply a standard of reasonableness for access to a unit on the part of the landlord. However, we cannot support a bill which would mandate that all property owners adhere to an overly restrictive and cumbersome process which is aimed at eliminating an unreasonable entry. It is important to recognize -- as was stated by other speakers before me -- and keep in mind the protection of the rights not of just the tenants, but of all the parties that would be involved and affected by this legislation:

Number one, the property owner's right, as the owner of the property, to effectively manage and efficiently manage this property; number two, the tenants' right to be safe and secure in their homes; and number three, the individual tenant's right to privacy. We do recognize that tenants do have a right of privacy within their rental units. We suggest, however, that these sometimes competing interests can best be served not by the provisions in this bill, as amended, but rather by developing a standard of reasonableness in the law to guide the courts in their determination of a reasonable entry on the part of the property owners.

It is this standard that can then be utilized by the tenant in an attempt to demonstrate that there has, in fact, been an unreasonable entry. The bill before you today fails

this balancing test for a number of reasons. Number one, the penalty provision which is provided for in the bill provides that if a condition in section 4 does not exist and the landlord uses the key to enter the unit-- Otherwise, then the tenant shall have the right to change the lock on the door, and then shall not be required to provide the landlord with a key to the dwelling unit. It has been further amended to make it even more onerous, as suggested by the builders.

This section does not specify, first, who shall make the determination as to whether or not the conditions in section 4 have been violated. I am not sure if it is discretionary upon the tenant to determine that there has been a violation. It doesn't state that the determination must then be made by a court of law, prior to the tenant having the option to change the lock on the door.

The penalty provision is totally out of balance. While it protects the individual right to privacy, it completely disregards the rights of all of the other tenants who are living in that building to their safety and security while they are living there, as well as the property owner's right to have some degree of control in the maintenance and management of his own property.

The property owner has a responsibility for the safety and welfare of all tenants residing in the building, and not just the tenant who has complained of an unreasonable entry, which we have not yet determined has, in fact, occurred.

Once a tenant changes the lock on his door without providing a key to the landlord, that tenant has put himself, as well as all of the other tenants in the building, in jeopardy of possible life-threatening conditions. If an emergency occurs in that unit and access is not immediate, or they have to wait for someone to come and break down the door, the other tenants in that building may be in jeopardy of life-threatening conditions. No individual's right of privacy

should exceed the right of all of the tenants who live in the building to be safe and secure in their homes in a life-threatening situation.

A penalty provision to be effective, must act to discourage the behavior that is prohibited. Its objective should be to deter future similar action, without jeopardizing the safety and health of others.

We suggest that in a process where a test of reasonableness of an entry can be established, and which has been determined by a court of law to be unreasonable entry based on a standard, then appropriate penalties can be enforced, keeping in balance the rights of all of those who are involved. There can be restraining orders issued; there can be monetary fines imposed; there can be a penalty against the property owner holding him in contempt, or there are a variety of other penalties which can be imposed aimed at prohibiting future action -- deterring action which has occurred.

Freedom of contract: Freedom of parties to contract independently is a principle provided to all of us in the Constitution. This bill, as written, is overly restrictive of that concept and, in effect, denies one's right to contract freely on this issue. The waiver provision in the bill is extreme. It requires a separate written contract. The bill specifies the wording that must be incorporated, if you want to have a separate written contract not adhering to the provisions in this bill. It requires when that contract must be signed. It can't be signed at the same time as the lease. It has to be a different time.

This does not sound like a freedom of contract, but rather an unconstitutional impairment of the freedom of contract clause, which we suggest would not withstand judicial scrutiny.

This issue involving specific procedures for the distribution of keys, we maintain, would be most effectively

and efficiently dealt with through individual contract agreements with a certain standard of reasonableness as a guide to the courts.

We are not advocating an unbridled right of entry on behalf of the property owner, but would rather seek a middle ground to keep the rights of all parties in balance. This bill before us today abridges the rights of too many people who have an interest in the property.

Just a short comment on what was said. There will always be horror stories on an issue like this, but we do not believe that this bill will in any way obviate those stories. You are still going to have people breaking and entering and harassing somebody, whether or not the key is accessible. This bill is not going to address that issue.

We would be willing to work with the sponsor on some type of legislation to develop some type of guide -- standards of reasonableness to guide the courts.

Thank you very much for your time. Any questions?

ASSEMBLYMAN KELLY: Are there any questions? (no response) Sue Covais, New Jersey Association of Realtors.

S U E C O V A I S: Thank you, Mr. Chairman. My name is Sue Covais. I represent the 47,000-member New Jersey Association of Realtors. We had a statement prepared, but it is not relevant in light of the amendments. So I am just going to address myself to some of the problems we see in the bill which we oppose.

One of the main problems-- I guess I will reiterate what Carol Ann Short say about reasonableness. The way I look at this bill, as presently amended, you need a court order to have an inspection done. If you haven't got a key to a unit, how does DCA come and inspect that building? It would be hard to determine if a life-threatening situation existed, if you hadn't been inspecting the building on a regular basis. I can't see where this bill allows DCA to come in and do an

inspection. Even if they give you three days' notice, if they haven't got a key, they haven't got a key. Would you break down a door? Would you have a court order to do an inspection?

Another very simple problem: If a tenant gets locked out-- The tenant is not required to give the landlord a key, so the landlord has no key. How does the tenant get in? He would have to call up a locksmith. The landlord will not be able to let a tenant into his own apartment if he is not allowed to have a key. To me, that is going a little bit too far in addressing-- I know there may be problems with landlords having keys, but this, I think, is really an inappropriate response. It seems very cumbersome and very, you know-- Even if a child of a tenant gets locked out-- If a tenant can call up the landlord and verbally tell the landlord, "Let my kid into that apartment--" The landlord cannot do it according to this bill. He would need a court order, or something, to let a child of a tenant into the building if the child lost the key. Even in the initial bill, that was not permitted-- That was not a permitted use.

Family members-- If you are not answering your doorbell and a family member goes to the landlord and says, "I think there is something wrong," is that evidence enough to break down the door? Would I, as a landlord, be in violation of the law if I broke down your door, or if I tried to use the key from that sealed envelope? I don't see where this bill allows this. It deleted that part, where the unit is not secure, or they received no response by knocking or ringing your doorbell.

I think a landlord and a superintendent would be so confused as to when they could and when they could not use the key, they would simply not use the key unless there was a fire in that apartment, and then they would have to break down the door.

I really think we have to take a more reasonable look at this issue, and really find out how many problems they are having; how many lawsuits there have been. We have heard about one case. You know, we have to really look at this issue. I am not sure-- We personally at our Association haven't really heard this as a problem from people -- that there is a key problem. I agree with what Assemblyman Zecker said before. If I am a landlord, why would I want any increased liability? I think there is plenty of room for landlord and tenant to agree on what is reasonable when dealing with keys. For example, I believe in New York City they have two locks; the tenant has a key to the top lock; the bottom lock, the landlord has the key. That is not a law over there. It is just the practice they follow. If the tenant doesn't want that landlord in, he just throws the dead bolt. That, to me, is a more reasonable voluntary response than not even allowing a tenant to get in his own unit because they haven't agreed to it in writing, or they haven't signed a waiver, or so on and so forth, or the landlord doesn't have a court order.

I just wanted to bring out those things. We will, of course, give you a written statement once we review the amendments, but that is our position as of right now.

Thank you very much.

ASSEMBLYMAN KELLY: Thank you. If they had a dead bolt, how would DCA get in after the dead bolt was turned?

MS. COVAIS: Well, I guess that may be the same problem. But if, for example, the landlord was able to give notice, then the unit could still be secure, you know, and they would just take the dead bolt off. That might be the same problem. I guess we would have to work that out or something. But I think our problem with this whole bill is, you can't legislate every little thing that happens. I mean, you can't put every instance in here where a landlord would legitimately need to go into a unit. A child is locked out. That is a

legitimate reason to go into a unit. How does this bill allow that landlord to let that child, who is wandering the hallways, who may be cold, who may be hungry, or whatever-- How does this bill allow the landlord to get into that unit? I don't see where it allows him. That is a very simple instance that this bill does not cover.

I think the problem is, you can't legislate everything that happens. I think there has to be more of a voluntary way to do this, or a more flexible way to allow landlords and tenants to decide. If they are having a problem in the building, then yeah, maybe there is some kind of a voluntary way they can solve it. But, to put this kind of law on every landlord, every building in this entire State, I think is really an inappropriate response to some isolated incidences.

ASSEMBLYMAN KELLY: Thank you. Linda Bowker. You represent the NOW organization, Linda?

L I N D A B. B O W K E R: Yes. My name is Linda Bowker, and I am the State President of the National Organization for Women of New Jersey.

Most of my testimony was for the amendments Assemblywoman Bush is including. I have to say that I can approach this as both a tenant and a landlord. I do know all kinds of people who are in the process of selling who are renting in the meantime. I do not think this is overly restrictive. I think it is more important to be looking at the tenants who are living in the apartments.

When our Board of Directors considered this legislation in taking a position, one of the things that came up was latchkey children. Rather than it be a problem that the child can't get in, because neighbors and friends or relatives in the area will generally have a key -- you know you can't trust an eight- or nine- or ten-year-old to hold onto a key; I don't know what they do with them, but I know my nephew goes through keys like they were water -- I think it is more likely that there would be arrangements that that child can get in.

What is a problem, is having a young child in an apartment and having a stranger walk in. I know with my nephew, he is very scary about being home alone. They see so much on TV, that I think they are more afraid today than maybe they were in past years. And to know that someone can walk in on that child is frightening not only for the child, but for the parents.

I think this is a way of solving the problem. I, also, was a victim -- a small victim. The maintenance person came in to paint a balcony -- and I was glad to have my balcony painted. But I didn't know this was going to happen, so the drapes weren't removed from the front of the window. Paint got on the drapes. Now, if they hadn't had a key, or they had notified me to take some precaution, I would have taken the drapes off. That is only minor compared to a major theft or a rape or some of the other serious consequences.

I presented written testimony, so I will not reiterate that. Most of our concerns have been addressed. This has been a longstanding concern of the National Organization for Women. It is not only women, however; it is children and any kind of disabled person, male or female, who would live in fear of what happens to that key.

I urge you to adopt the amendments and to pass this bill out of Committee. Are there any questions?

ASSEMBLYMAN KELLY: No questions. Jacque Eaker, Executive Vice President, New Jersey Council of the Multi-Housing Industry.

J A C Q U E E A K E R: Hello. My name is Jacque Eaker. I am the Executive Vice President of the New Jersey Council of the Multi-Housing Industry.

The MHI, I think, is the largest association that represents just apartment owners in the State of New Jersey. Since the bill has been amended so much, a lot of the remarks I had prepared are somewhat inappropriate, but I will do the best I can with some of the major points.

We vehemently oppose any legislative measure which would place onerous restrictions on the ability of an owner to gain entry to dwelling units he owns, operates, maintains, and is liable for the health, safety, and quiet enjoyment of his residents.

I am sitting here and listening to all the stories on the down side: The reason for the bill; the invasion of privacy. I am having a hard time believing that it happens at the level that would create a response where every apartment owner in the State of New Jersey should be prohibited from having a key. I think, equally and as frequent, is the need to get into these units for emergency and health reasons. I don't see a balancing of the two of these. In the weight of things, they should have an equal amount of weight.

There are specific emergencies which would necessitate us getting in. For us to be advocating that we destroy property in order to get into an apartment that we should have had a key to in order to protect that tenant's welfare to begin with-- It just seems needless.

It would create an unworkable bureaucracy. The idea of a 1000-unit complex having a locked box with 1000 envelopes, and having that maintained on a daily basis, particularly if you have the Department of Community Affairs doing inspections -- if you have local inspections going on; a normal operation of inspections, exterminations, certain maintenance programs that you are trying to call out-- All of this is going on in the context, and you would be in and out of those envelopes, constantly having people come in and out signing the envelopes, opening their envelopes, sending notifications, and counting on the calendar which notification went for which part of the program you are trying to abate. It seems it would be terribly difficult for us to keep control of. We would be jeopardizing the daily maintenance and business practices, and the administration of this proposed law would be a clerical nightmare.

The bill sanctions -- as I said before -- needless property destruction by permitting, under certain circumstances, entry by breaking into the dwelling, in an attempt to appease a tenant's concern for something that might happen.

We are all watching the news. We are all paranoid. We are all concerned. In polling some of the apartment owners in the State prior to coming to this hearing, I specifically asked how many instances they recall having happened on their property dealing with this issue. I made 10 to 15 calls. I am not going to say to you that I called 850 owners or 1000 owners. I made 15 phone calls, and not one had an incident on their property where a person had entered an apartment for purposes other than what he was supposed to be doing. There may be a whole segment of the industry out there that I don't know and I am not operating with, but I find it hard to believe. I am not discounting that it happens. I do not want to minimize the concern over it. I just think this is such an extremely inappropriate way of handling the situation.

I concur with the suggestion by the Builders Association that we should talk about reasonableness -- a system of what is reasonable entry -- but this becomes a little bit of a problem. We believe that situations do occur that necessitate ready access to the dwelling for health and safety reasons. Leaks often occur which not only have the potential of damaging the resident's apartment, but others as well. These are not unusual. Residents smelling gas in the hallways always demand that the leak be checked out immediately, whether or not the occupants are home. Tenants have been known to need medical assistance and are unable to open the door. Each and every instance cited here would require an owner to forcibly enter the apartment if he did not have a key, a needless and traumatic cause of damage.

These and countless other examples demonstrate our belief that access for health and safety reasons far outweighs those instances of potential abuse. We respect the sponsor's attempt to respond to such abuses. However, we believe A-1757 goes beyond providing a solution and, in fact: Erodes a property owner's reasonable access to his property; creates a cumbersome system; increases the potential for health and safety hazards; increases the likelihood of needless property damage; and will potentially suspend any predictable ongoing maintenance of the premises.

Obviously, the bill has been redrafted, but there are certain segments of the old bill that pertain, and I would just like to make some points:

In the section that permitted the owner to enter the apartment if, after a reasonable period of time had elapsed, and after reasonable notice had been given, the tenant and landlord have not come to a mutually agreeable, acceptable time for the landlord to enter, then the landlord may use the sealed key-- I think this is still appropriate in the modifications.

ASSEMBLYWOMAN BUSH: It's dropped.

MS. EAKER: It's dropped entirely?

ASSEMBLYWOMAN BUSH: In terms of all of that section, it has been dropped.

MS. EAKER: Okay. So we couldn't go in under these circumstances.

ASSEMBLYWOMAN BUSH: This bill is only dealing with emergency situations at this time. Nothing is dealing, right now, in terms of-- (remainder of this comment is indiscernible)

MS. EAKER: Okay. Well, then, that gets us into a major problem. Sue mentioned the DCA inspections, which are cyclical inspections every five years. If there are any violations, they have to come back to make sure that the violations have been abated. In the meantime, there may be local inspections which occur. There is an extermination

schedule that many of the properties have. There are plumbers, electricians, and other personnel scheduled on a daily basis to keep up the property, which is required to be kept up by the tenants.

To schedule these people, without having access to a key, would be absolutely impossible.

ASSEMBLYWOMAN BUSH: If I may, Mr. Chairman, sometimes I wonder if I am listening to the same bill, because nothing here denies a landlord access to a key. I am hearing that over and over again. This bill does not deny the landlord access to a key. Many of the emergency situations you indicated, such as gas leaks, etc., etc., are addressed right in the bill. Without amendment, this was addressed in the bill.

MS. EAKER: Okay. It is addressed to the key. However, if previously the landlord violated section 4 in your previous bill, that key would no longer be in his possession, and he would have to break down the door in an emergency situation.

ASSEMBLYWOMAN BUSH: Right. If he has acted illegally in the past, right, right. The "clean hands theory" is what they call it in the practice.

MS. EAKER: That creates problems. The way I am reading the bill, if you have keys they have to be in sealed envelopes, correct?

ASSEMBLYWOMAN BUSH: Unless waived.

MS. EAKER: Unless waived?

ASSEMBLYWOMAN BUSH: Yes.

MS. EAKER: To use the key at that point, you must notify the tenant.

ASSEMBLYWOMAN BUSH: That you have used it under an emergency situation.

MS. EAKER: Okay. So you're saying to me that you cannot use that key under any other circumstances.

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ASSEMBLYWOMAN BUSH: You can notify the tenant that you are coming in and make arrangements in terms of doing it. That you can do. This bill, though, only deals with being able to go into the envelope without permission and doing what you have to do.

MS. EAKER: Okay. What it says to me, then, is I must now-- When the Department of Community Affairs is going to schedule an inspection--

ASSEMBLYWOMAN BUSH: Yes?

MS. EAKER: --I must notify the tenants that an inspection is going to occur.

ASSEMBLYWOMAN BUSH: It is my understanding--

MS. EAKER: Because I wouldn't have a key. It would be in an envelope.

ASSEMBLYWOMAN BUSH: Okay.

MS. EAKER: I can't open that envelope. It is not an emergency.

ASSEMBLYWOMAN BUSH: It is my understanding that within here it also indicates that you still have the rights you do as requires the landlord under city ordinance, Federal, State, etc., to go in to do what is required -- those things. But you could not arbitrarily just say, "Well, I think I'll go in now and see if there are any mice."

MS. EAKER: See, that presents a problem. In going in prior to an inspection to check out the apartments to look to see if I am going to get any violations, is that considered reasonable entry? I don't think so.

ASSEMBLYWOMAN BUSH: Not without the tenant's permission, no.

MS. EAKER: I am not even clear that the--

ASSEMBLYWOMAN BUSH: I'm saying, going in prior to the inspection without the tenant's prior permission would not be considered, but with the tenant's permission, no problem.

MS. EAKER: But I would have to go into the envelope that is sealed.

ASSEMBLYWOMAN BUSH: You go for their permission, and say, "I would like to come in. There is going to be an inspection to see how everything is going."

MS. EAKER: They aren't home during the day.

ASSEMBLYWOMAN BUSH: You can still get their permission. You must have phone numbers, or something of that sort.

MS. EAKER: Correct. But, I am not there, so I must open the envelope-- It has to be in writing?

MS. COVAIS (speaking from audience): The landlord has to request access by writing.

MS. EAKER: Yeah, that is what it says in the bill.

ASSEMBLYWOMAN BUSH: What's wrong with that?

MS. EAKER: Well, it's Monday. DCA calls me up, and says, "Sometime this week, we are going to be on your property."

ASSEMBLYWOMAN BUSH: Well, that is the way it is in the bill now. You would have to have permission from the tenant.

MS. EAKER: Sometimes we don't get notifications of DCA inspections.

ASSEMBLYWOMAN BUSH: That is the way the bill is right now.

MS. EAKER: So, DCA inspectors would come out to the property. They must inspect a certain percentage of them in order to conclude this. If they didn't inspect them, they would have to keep coming back until such time as they inspected the number that they needed. That is the way the practice is.

ASSEMBLYWOMAN BUSH: It is my understanding that with regard to this, you would be able to go in under some type of required inspection by the State, etc. -- go into the envelope, notify the tenant within 24 hours, in writing, as to who would go in and for what purpose.

MS. EAKER: What happens if I don't get notified?

ASSEMBLYWOMAN BUSH: May I finish?

MS. EAKER: I'm sorry.

ASSEMBLYWOMAN BUSH: Okay. Notify them, and then within seven days would have to go back in.

MS. EAKER: But if I don't get notified--

ASSEMBLYWOMAN BUSH: You're talking about -- as you said before -- that you are going in to pre-inspect before DCA comes.

MS. EAKER: I can't do that. We can no longer do that.

ASSEMBLYWOMAN BUSH: With the permission of the tenant.

MS. EAKER: Okay, but if I do that to just do normal routine maintenance, in order to have less violations, because there is a crack here or something -- I need to abate some small things-- If I do that, I have to notify all the tenants. Then I have to be prepared to unseal the envelopes, and then have everybody come back in, in seven days. It is a bureaucratic nightmare just to fulfill a requirement of the State that I get my property inspected every five years.

The Department is having a very difficult time getting these inspections done. They are not being done every five years, because there is a backlog. Now you're saying if we don't have access to enough apartments, they have to keep coming back and coming back until they do, and there are tenants who are just not ever going to let those people in.

ASSEMBLYWOMAN BUSH: I'm saying it is my understanding that in terms of inspection by DCA, that would be no problem. But in terms of you, as the landlord, doing a pre-inspection without DCA, you would need the tenant's permission to do so. With any law, we are trying to weigh the benefit as opposed to the detriment, and it is also a tenant's right to know that someone is coming in, and when.

MS. EAKER: I am going to have to spend a little bit more time looking at the amendments, because we really believe that plumbers--- We will have an impossible time hiring plumbers, electricians, all kinds of tradespeople. It would be impossible. We vehemently oppose the bill.

ASSEMBLYMAN KELLY: Now we have one more. Mr. Clinton Barlowe, will you please come up? Mrs. Gloria Barlowe?

C L I N T O N B A R L O W E: She's not here.

ASSEMBLYMAN KELLY: Okay.

MR. BARLOWE: This matter concerning the bill -- section 15 of the bill--

ASSEMBLYWOMAN BUSH: Oh, section 15?

MR. BARLOWE: Yes.

ASSEMBLYWOMAN BUSH: Do you mean line 15?

MR. BARLOWE: Yes, line 15.

ASSEMBLYWOMAN BUSH: Okay.

MR. BARLOWE: It deals with the same issue of the key, but the landlord didn't provide it to Public Service so they could get in to check the meter. Therefore, her service was cut off, because the key was not provided to Public Service.

My understanding is vice versa. That is what my question is about. How would I support that as a complaint to this Committee?

ASSEMBLYMAN KELLY: Address the lawyer.

ASSEMBLYWOMAN BUSH: What did you say, line 15?

MR. BARLOWE: Yes. It is about providing the key.

ASSEMBLYWOMAN BUSH: It is about putting the key in the envelope and the tenant signing the flap. If the tenant chooses to do this, the tenant can alleviate the problem. If the landlord and tenant agree, they can sign a waiver saying, "I want to give the key directly to the landlord and not deal with this." Then you have no problem.

MR. BARLOWE: Okay, which it was not. Therefore, she was violated. For that matter, Public Service was not issued a

key by the landlord, nor the tenant, because the landlord did not furnish one to the tenant for them to get in and check the service.

ASSEMBLYWOMAN BUSH: Where was the meter, in the tenant's apartment or in the basement?

MR. BARLOWE: In the basement.

ASSEMBLYWOMAN BUSH: Okay, that is not relevant to this.

ASSEMBLYMAN KELLY: That has nothing to do with this bill.

MR. BARLOWE: Oh, but it is dealing with the key on this.

ASSEMBLYWOMAN BUSH: No, this--

ASSEMBLYMAN KELLY: This bill deals only with where the tenant lives. It has nothing to do with where the electric service is.

ASSEMBLYWOMAN BUSH: We're talking about the key to the tenant's apartment.

MR. BARLOWE: Oh, okay, to the tenant's apartment on that?

ASSEMBLYWOMAN BUSH: Right, yeah.

MR. BARLOWE: It's like a dwelling apartment on that?

ASSEMBLYWOMAN BUSH: Right, but it wouldn't be pertinent to what you're talking about.

ASSEMBLYMAN KELLY: This bill would have nothing to do with that at all.

MR. BARLOWE: It would not at all?

ASSEMBLYMAN KELLY: No, it doesn't relate to that. It only relates to where the tenant lives. It has nothing to do with the electric service or the gas service. That is the landlord's-- He has the key to that. Now, I don't know who you sue there, for them not giving the key to Public Service.

MR. BARLOWE: Okay. Even though she lives in the same building?

ASSEMBLYWOMAN BUSH: Yeah, right.

MR. BARLOWE: It is like a three-dwelling building. That matter has to be--

ASSEMBLYMAN KELLY: It has nothing to do with this bill.

MR. BARLOWE: Would Community Affairs be involved? Would I have to go back to Community Affairs on that matter?

ASSEMBLYMAN KELLY: I would get a good attorney, if I were you, or go to Legal Services to see if you could get some assistance.

MR. BARLOWE: Yeah, because I had forwarded it to a House of Representatives committee in Washington. They are looking into the matter.

ASSEMBLYMAN KELLY: Well, I would recommend that you go to Legal Services. Where do you live, in East Orange?

MR. BARLOWE: No, I live in Trenton.

ASSEMBLYMAN KELLY: Trenton? I would go to Trenton Legal Aid. Maybe they can help you. We can't do anything. This bill has nothing to do with that, sir.

MR. BARLOWE: Oh, okay. Thank you.

ASSEMBLYMAN KELLY: Now, Stephanie, I have one thing here. I have a key. This is a master key. It is 18 years old. I have a building with 62 doors in it. Each door has a separate key. There is no way the key can be duplicated. If you look at this key, it can't be duplicated. If ever I lose it, I have to order it from a factory out West somewhere. Every one of the tenants' keys is made identical to that. I have a master key that opens every one of those-- Any door in that building can be opened with that key. What would I do if I had such a system -- if a landlord had such a system as I have?

ASSEMBLYWOMAN BUSH: Hopefully, he would be able to get a waiver from all of the tenants, indicating they were not going to deal with having the key put into an envelope where it has to be--

New Jersey State Library

ASSEMBLYMAN KELLY: It is an extremely expensive system to begin with.

ASSEMBLYWOMAN BUSH: I would tend to think that since the tenants know you have a master key, and if there has been no problem, it would be--

ASSEMBLYMAN KELLY: I have never been in any apartment yet, but there are such keys that exist. To eliminate 100 keys, there is one key.

ASSEMBLYWOMAN BUSH: Right. But then think about in another situation where there is one key, and the landlord, or the people who work for him, are not as good and as nice as you are, and the fear the tenants have.

ASSEMBLYMAN KELLY: I don't have tenants living in it. I don't want you to think these are--

ASSEMBLYWOMAN BUSH: How do we know? We have this on tape.

ASSEMBLYMAN KELLY: Okay, all right. If you want to address us, come on up. (speaking to a member of the audience) We have a few minutes before they arrest us.

S. P A T R I C I A C O M S T O C K: Thank you, Assemblyman Kelly. My name is Trish Comstock. I am President of the Bloomfield Tenant Organization. I am not going to get mixed up with the amendments and the new things. I just want to say basically, I am so surprised to hear -- and I'm sorry that Assemblyman Zecker isn't here -- that he hadn't heard about these abuses, because I can tell you -- and I talk to tenants all the time-- I was at a meeting just last night. It was on Dodd Street, just so you know I am not faking it -- 911 Dodd Street.

ASSEMBLYMAN KELLY: I know where it is.

MS. COMSTOCK: Okay. Standard operating procedure in that building is to come in to do repairs, no notice, no emergency, no anything. Tenants have felt that their privacy was abused. Also, many people now are afraid to complain because of the tight housing situation.

Essentially, no one objects to having inspections and repairs. In fact, in my complex, we beg for repairs and we beg for inspections, and we are ignored. I want to comment also about my own complex -- a large one -- that we know for a fact they have employed work-release prisoners in the past. I don't know if they are still doing that. I have no objection to giving someone a chance who has been in prison. However, to entrust them with keys and so on is something quite different. Someone from the real estate industry talked about breaking and entry, and said that this wasn't going to stop breaking and entry. The point is, these are not breaking and entry thefts. They are gotten in. No tenant who has been away on vacation, or for the weekend, or at work, comes back and finds the door damaged. People have gotten in. Cameras, jewelry, and other things disappear. When this happened and they watched-- Maintenance men know when you are around.

Ten years ago, when we had a series of non break and entry thefts, I installed a chain lock, which is similar to the top lock and the bottom lock in New York. All it means is, "I want notice." I love to have the landlord come in and repair. That is not the problem. I just want to be given 24-hour notice. I think most of the tenants would like the same thing and, in fact, not only would like it, but really are entitled. If we look at the old English law, a person's house is his castle. I think the right to privacy must be honored. I think the owner's right has to be honored, too, but with reasonable notice. If the owner can't find repair people who can work on a schedule, then he better get a new plumber or a new electrician who can work on a schedule.

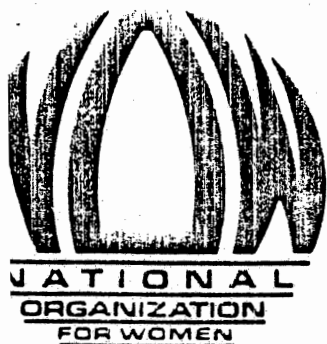
Thank you.

ASSEMBLYMAN KELLY: Thank you.

I think that concludes our hearing. No one else here to testify? (no response) Thank you for coming. Good day.

(HEARING CONCLUDED)

APPENDIX



NOW - NJ

NATIONAL ORGANIZATION FOR WOMEN OF NEW JERSEY

110 W. State Street, Trenton, New Jersey 08608

(609) 393-0156

TESTIMONY OF LINDA B. BOWKER, NOW-NJ PRESIDENT, ON A1757 BEFORE THE NEW JERSEY ASSEMBLY HOUSING COMMITTEE, JUNE 2, 1988

My name is Linda B. Bowker. I am the President of the National Organization for Women of New Jersey.

NOW-NJ has a long-standing position in support of limiting the access of landlords to rental dwellings.

All people have a right to privacy, not just people who own their own residences. Some landlords, if they have a key, will violate a tenant's privacy. The scope of this violation can be very wide: from an annoying inconvenient interruption to rape or theft. With the growing number of "latchkey children", we are also concerned for the trauma experienced by a child home alone when a stranger uses a key to enter the child's home unexpectedly.

While we appreciate the intent of the Tenants' and Landlords' Key Act, we strongly urge that some amendments be made.

Under reason (e) for a landlord using a key to enter a dwelling, there should be a need for immediate entry rather than just a need for entry.

Reason (d) should be omitted completely because it is so vague as to allow the landlord to enter at will. The landlord can just claim the dwelling did not appear secure.

Since the entire envelope system should be voluntary for those tenants who do not want to bear responsibility for paying for a new door which must be broken down for access; the section dealing with a tenant who replaces the lock, should say that a tenant may give a new key to the landlord. The tenant should not be required to replace the key.

Of the highest importance, NOW-NJ believes, is that this law must not require that tenants give landlords a key as a condition of tenancy.

In a world of escalating stress where people feel more and more the lack of control over their own lives, there must be a safe haven. People must be able to feel safe and secure in their homes. Knowing that someone has access to a key to your home - a key that can be used at any time - does not engender feelings of security. Actually, even worse, the requirement that landlords have keys sets up many potential tragedies.

Without amendments, NOW-NJ believes this bill would be harmful to many New Jersey citizens. I strongly urge that this committee amend A1757 to protect tenants and then vote the bill out of committee.



May 27, 1988

Honorable John V. Kelly
Chairman, Assembly Housing Committee
484 Bloomfield Avenue, Suite 11
Montclair, New Jersey 07042

Re: A-1757(88) Tenants' and Landlords' Key Act

Dear John,

I am writing to you on behalf of the New Jersey Council of Savings Institutions regarding A-1757(88), which is scheduled for a public hearing on June 2, 1988. Regretfully, I will be unable to attend this hearing to testify as I will be attending our annual convention at that time. Kindly accept this letter in lieu of oral testimony.

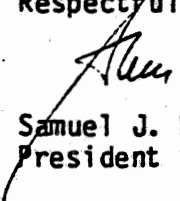
As a lender, a bank as mortgagee relies on its ability to foreclose on a piece of property when a mortgagor has permanently defaulted on a loan obligation. Although lenders only foreclose reluctantly, it is the legal mechanism that permits them to protect their investment portfolios. The courts in New Jersey have recognized this in the case of Guttenburg vs. Rivera as vital to the financial soundness of banking in this state.

This being the case, the Council respectfully requests that an exemption be added for properties in foreclosure. We suggest that the following or similar language be added:

Any interest in any property of a landlord conveyed incidental to the financing of the property, or resulting from the foreclosure of a mortgage, deed of trust, or other instrument encumbering the property, or any deed given in lieu of such foreclosure, is exempt from the provisions of this act.

Thank you for the opportunity to comment on this bill.

Respectfully yours,


Samuel J. Damiano
President

SJD/bs

cc: Assemblywoman Bush