CODOSSIER
November 5, 2026

Lease Exit Without Rent Judgment, Lockout and Habitability Claims, and Deposit Recovery

Prepared by counsel for the client's review

WHERE **New Jersey (Newark, Essex County)**

- Monthly rent `$1,650`
- Security deposit held `$2,475`
- Deposit as multiple of monthly rent `1.5 months ($2,475 ÷ $1,650 = 1.5)`
- Remaining-rent figure stated by tenant `Eight more months of rent`
- Cash in checking before payday `$2,900`
- Upcoming paycheck (Friday) `$1,400`
- Cash available Saturday morning `$4,300`
- Consultation fee (tenant lawyer) `$250`
- Cash left after rent and consultation `$2,400`
- Consultation date `The 6th (month not stated as spoken)`
- Texts-only reporting stretch `Five weeks`
- Lockout duration `Four days`
- Hot water condition duration `Unreliable for months`

THE SHORT ANSWER

Pay the rent due Saturday under a written reservation of rights (the register resolves the due date as 2026-11-06 and your planned payment as 2026-11-07), and exit by a negotiated written surrender with counsel rather than by relying on constructive eviction. Payment does not waive your hot-water or lockout claims (Berzito v. Gambino), and skipping rent would only give the landlord a good-cause ground. Constructive eviction (position: constructive_eviction_lease_termination) is a fallback: it works only if you leave within a reasonable time, and you have not yet surrendered the unit or said you will. Without it, you can still owe rent after leaving, reduced by what the landlord could earn reletting, and the landlord must prove its diligence (position: landlord_mitigation_defense_to_future_rent). That exposure is about $6,600 if you leave in December, and you cannot be promised no one will chase you. The surest protection is a signed release of the remaining rent, and you must not sign any release of your own claims until counsel reads it. The answer is blocked on the lease text, the owner's identity and deposit custody (position: security_deposit_return), whether any papers have been served, and whether counsel is secured.

WHERE EACH BUCKET STANDS

BUCKET 1 **Getting affordable legal help while cash-strapped** `THIN CASH — spend the $250 well`
You will have $4,300 on Saturday morning and about $2,400 after rent and the $250 consult, so the help you get has to be cheap and well sequenced.

BUCKET 2 **Exiting lease without rent judgment or credit damage** `EXIT PLAN — negotiate it, don't assume it`
You want out next month with no judgment and no credit damage; leaving in December leaves about $6,600 of lease rent (December through March) in play, before any reletting credit.

BUCKET 3 **Proving and preserving lockout and habitability claims** `CLAIMS SURVIVE — unless you release them`
Your hot-water and lockout claims are worth keeping alive. They need no filing before you move out, but signing a release can erase them.

WHAT TO DO, IN ORDER

01 **Sign nothing that releases claims, and agree to no move-out terms by text, until counsel has read it.** A general release or move-out agreement can extinguish the deposit claim and the abatement claim in one signature (position: security_deposit_return; position: habitability_abatement_claim). The manager may propose a quick 'fix' by text, so reply only that you will respond after review. Let counsel see any paper first.

02 **Assemble your documents and three questions before the consult on the 6th.** Bring the portal ticket screenshots with ticket numbers, the full text thread with the manager's 'we'll look into it', 'sending a tech' and 'should be resolved' messages, the door-and-hardware photo and timestamped lockout texts, the water-heater and thermometer photos, and your two texts asking for the lease. Back up all of it off your phone. Ask: (1) what dated written notice to send, and when; (2) how to exit next month through a written surrender with no judgment and nothing on credit; (3) what the lease likely says on early exit, and how to get it. Because the consult is only $250 and cash is thin, spend it on the sequence rather than on research you can do yourself.

03 **Have counsel review and send the dated written notice of the conditions and the lockout.** This is the planned step. Notice need not be written to count for habitability, but a dated letter fixes what the company knew and starts the clock on a reasonable repair time. Constructive eviction works only if you leave within a reasonable time (position: constructive_eviction_lease_termination), and that argument weakens each week you stay without acting. Counsel should decide how the letter is worded so it does not undercut your exit, and the lease may have its own repair-notice clause, which you have not seen. Sending this letter is elective in its timing, but waiting only costs you the 'reasonable time' argument. Counsel should also decide whether to complain to Newark code enforcement, and if you do, keep the complaint log date.

04 **Demand the lease, the owner's identity and the deposit location in writing, and pull your credit reports.** You asked twice by text and never got the lease. Have a specific written demand go out for the signed lease, the owner of record and the management company's identity, any change-of-ownership notice, and where the $2,475 is held and whether it was transferred on the sale. Ask counsel to check Essex County deed records and Newark rental registration. Pull your free credit reports now so you have a baseline showing whether any collection account already exists. The lease is the only way to resolve the mismatch between your 'eight more months' and the 2027-03-31 end.

05 **Negotiate a written surrender with separate lines for the move-out date, deposit, cash, release scope and credit treatment.** Do not rely on constructive eviction as your exit. If you leave in December, December through March is about $6,600 of rent in play (position: landlord_mitigation_defense_to_future_rent), and the landlord must prove reasonable diligence to relet. Use that to press for a signed surrender that ends the lease and states there will be no collection reporting. Treat the cash as tradeable: you said you can lose the deposit but cannot take a judgment, so counsel should weigh a deposit trade only against a written release of the remaining rent. Test the release language alone at every round, and make sure it either preserves or knowingly trades the abatement, lockout and meals claims.

06 **Move out on one documented day and fix your mailing address in writing.** Photograph the unit, return the key with a dated written receipt, and record the day, because the deposit clock runs from termination of the tenancy and not from the 2027-03-31 lease end (position: security_deposit_return). A forwarding address is not a statutory precondition, but the landlord does not know where you are staying, so give a mailing address in writing so the itemized list reaches you. Calendar 30 days from the fixed termination date, and if the return is short or late, demand the itemized list and proof of each charge.

07 **Keep your meals and costs list current and let counsel choose when to assert the affirmative claims.** Keep dated receipts for meals out and your stay at your sister's, each tied to the hot-water failure or the lockout, apart from the rent abatement. The abatement and lockout claims need no filing before you move out, so assert them as part of the exit deal or afterward, as counsel advises (position: habitability_abatement_claim; position: unlawful_lockout_claim). Do not state an abatement or damages figure until the receipts and the rent paid for the affected months are tallied.

DATES THAT MATTER

DATE	TIME LEFT	WHAT
Nov 6, 2026	1 day	August rent due
Nov 7, 2026	2 days	Client's planned payment of August rent with written reservation-of-rights note
Mar 31, 2027	146 days	Lease term ends

WHAT WE STILL NEED

- Owner of record / title holder of the building since the sale, the management company's legal identity and authority, and whether the tenant received written notice of the ownership and management change — Essex County deed records; management contract; any change-of-ownership or change-of-management notice to tenant
- Signed lease text, including rent grace-period and late-fee terms, repair-notice clause, and early-termination or surrender terms — Management company or landlord (tenant asked twice by text and never received it); any copy the tenant may have from the tablet signing
- Security deposit custody: where it is held, whether it was transferred to the new owner on sale, and whether the required deposit notice was given — Landlord's deposit records; prior owner's sale closing documents; bank statements if available
- Status of tenant representation: whether Legal Services has called back, and whether the $250 consultation for the 6th is confirmed — Essex-Newark Legal Services callback; the consulting attorney's booking confirmation
- Complete portal ticket log: exact count, timestamps, and status changes, including tickets closed without work — Portal export or management company's ticket records (tenant has screenshots and ticket numbers)
- Landlord's practice on late rent (how quickly it acts on late payments) and any prior late-rent notices — Landlord's rent ledger and any prior late-rent correspondence; tenant reports never paying late
- Current credit and collection status: whether any collection account or credit reporting already exists — Tenant's free credit reports from the three bureaus; any collection-agency correspondence
- Any notice to quit, rent demand, summons, or court papers have been served or filed — Tenant's mail and door records; Essex County Special Civil Part (Landlord-Tenant) docket search
- Out-of-pocket amounts (meals out and other costs) and total rent paid for the period without reliable hot water — Tenant's receipts and bank or card statements
- Confirmed lease end date and any renewal or extension terms (tenant's 'eight more months' figure does not match a March 31, 2027 end) — The signed lease
- Household income amount given at the Legal Services intake, and household composition — Tenant's own records; Essex-Newark Legal Services intake file

QUESTIONS FOR THE CLIENT

? Can you get a copy of the lease from the company, and do you remember any terms on repairs, early termination, late fees or grace period, or subletting?

? Have you received any late-rent notice or fee from this manager, or seen a late-fee or grace-period term in the portal, texts or move-in paperwork?

? Are you leaning toward paying August rent on Saturday, and do you plan to stay on in the unit or move out?

? Does the lease have a grace period or early-termination clause?

POINTS RAISED THAT THIS BRIEF DOES NOT YET ANSWER

- Thin cash against rent, consult, bills

Citations and dates in this brief are confirmed by counsel before you rely on them.