CODOSSIER
November 5, 2026
REF LT-20261105-9DA1D7

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

Prepared for counsel

FORUM **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) ← *Security deposit $2,475; Monthly rent $1,650*
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 ← *Checking $2,900; Friday paycheck $1,400*
Consultation fee (tenant lawyer) $250
Cash left after rent and consultation $2,400 ← *Cash available $4,300; Monthly rent $1,650; Consultation fee $250*
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
Lease term began 2026-04-01 · PAST
Lockout: locks changed without notice 2026-10-21 · PAST
Legal Services intake took name and income; callback promised 2026-11-03 · PAST
August rent due 2026-11-06 · IMMINENT · 1 days
Client's planned payment of August rent with written reservation-of-rights note 2026-11-07 · IMMINENT · 2 days
Lease term ends 2027-03-31 · LATER · 146 days

> *This matter resolves how the tenant can leave the apartment next month without a judgment for remaining rent or damage to their credit, while preserving lockout and habitability claims for compensation and obtaining affordable legal help on limited cash.*

THE BOTTOM LINE

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.

WHAT WAS ASKED — WHAT THIS PLAN ANSWERS

If I pay, am I saying everything's fine?
No. Paying rent does not waive your hot-water or lockout complaints, and you can still recover rent paid above what the unit was worth (Berzito v. Gambino, 63 N.J. 460 (1973)). A short note saying you pay under a reservation of rights still records your position, so send it, but the claim does not depend on it.

If possible, something for months of full rent without reliable water, plus meals out.
Possibly. You may recover part of the full rent you paid while the hot water was unreliable (an abatement), and separately your out-of-pocket losses such as meals out, if each is tied by receipt to the hot-water failure or the lockout. Notice need not be written, so your dated tickets and texts can show when the company was told. These claims need no filing before you move out, but a release in any move-out deal can erase them. I cannot put a number on it without your receipts and the rent paid for the affected months.

What do I do about Saturday?
Pay the $1,650 on or before the due date, which the record resolves as 2026-11-06 with your planned payment on 2026-11-07. Pay by a method that leaves a record, and include a short note that you pay under a reservation of rights without waiving the hot-water and lockout issues. Do not say you are leaving. Your $4,300 covers rent and the $250 consult with about $2,400 left, then keep calling Legal Services and book the consult for the 6th.

If I don't, do they file next week and make me the one who broke the lease?
The record does not show how quickly this landlord acts on late rent, and no notice, summons or filing has been served so far. Nonpayment is a statutory ground for removal in your building, so skipping rent would give the landlord a case and the 'broke the lease' story. Since you plan to pay, the better course is to pay. If the landlord ever files, your habitability claims still stand and survive a dropped case.

Can I just leave without being chased for the rest of my lease?
Not automatically. Leaving does not by itself end rent. If you leave without proving constructive eviction, you can still owe rent after you go, reduced by what the landlord would earn reletting, and the landlord must prove it tried reasonably to relet. Constructive eviction could end the rent, but only if you leave within a reasonable time, and you have not yet surrendered the unit or said you are leaving. If you leave in December, December through March is about $6,600 before any reletting credit. Your 'eight more months' does not match a lease ending 2027-03-31, so check the lease. Your best protection is a written surrender agreement reviewed by counsel.

PRESCRIPTIONS — 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 & POSITIONS

None of these periods rests on a signed rule in this knowledge base — confirm each before relying on it.

POSITION	LAST DAY	ACT BY	BASIS
Unlawful lockout claim	—	—	
Habitability abatement claim	—	—	
Habitability and registration defense to summary dispossess	—	—	
Constructive eviction lease termination	—	—	
Landlord mitigation defense to future rent	—	—	
Security deposit return	—	—	
August rent obligation paid under reservation	—	—	

BUCKET 1 OF 3

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.

Related — Bucket 1 (Getting affordable legal help while cash-strapped): Saturday's rent decision and the lease-exit questions the consult must address
Related — Bucket 2 (Exiting lease without rent judgment or credit damage): the documents and evidence to bring, and the notice awaiting lawyer review

BUCKET 2 OF 3

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.

Related — Bucket 2 (Exiting lease without rent judgment or credit damage): the repair and lockout record, and the reservation-of-rights note's role in preserving those claims
Related — Bucket 3 (Proving and preserving lockout and habitability claims): cash limits bearing on Saturday's payment, and who will review the lease questions

ACROSS THIS BUCKET — also drawn from Good cause required regardless of city registry

HOW TO WIN

+ The statewide good-cause protection applies without any municipal ordinance, so a city-registry check need not be finished before notice timing is worked out (Anti-Eviction Act good cause).
+ Your lease and rent payments cannot show whether the landlord registered the building; only the landlord's filings can. Until the registration history or the owner registration statement is in hand, or confirmation none exists, treat coverage as unconfirmed.

BLIND SPOTS

– A city rule does not displace the statewide Anti-Eviction Act, which applies regardless of any municipal ordinance, so skipping a city-registry check does not leave the file running on the wrong controlling rule — under Anti-Eviction Act good cause.
– The registration history may be obtainable from public registration records or the landlord; make a specific written demand early.

PROPOSITION 2.1 Moving out ends rent only if timely

CONSTRUCTIVE EVICTION — fallback, not plan

Moving out over the hot water and lockout could end rent for the rest of the lease, but only if you leave within a reasonable time. You have not yet moved out or said you will, so rent keeps running.

HOW TO WIN

+ A landlord who substantially deprives you of the benefit of the home commits a constructive eviction (Reste Realty Corp. v. Cooper, 53 N.J.). *
+ The 30-day deposit period runs from termination of the tenancy, not the lease end of 2027-03-31; if a judge must settle a disputed move-out day, the day you actually left replaces the lease end date for the deposit deadline and related timing. *

BLIND SPOTS

– Because you have not surrendered the unit or said you are leaving, rent keeps accruing on this ground. Waiting weakens the 'reasonable time' argument, so this decays with each week you stay. *
– The landlord may argue you did not leave within a reasonable time after the hot-water failure and the lockout of about two weeks ago, or that you left for other reasons. *
– If the termination date is not fixed, the landlord may count the 30-day deposit period from the 2027-03-31 lease end instead of your earlier exit, and whether double damages for wrongful withholding apply turns on which date controls. Put your move-out date in writing. *
– A judge will not infer your move-out date from silence. Key return, belongings and move-out timing must all line up on one documented day.
– Ask whether the landlord keeps any inspection log or key-receipt papers; if so, keep your own dated photos and texts to compare.

PROPOSITION 2.2 Deposit return deadline after tenancy ends

DEPOSIT CLOCK — not yet started

Your $2,475 deposit is covered by New Jersey's deposit law. The 30-day return clock starts only when the tenancy ends, and rent claimed after move-out can be set against it.

HOW TO WIN

+ The Security Deposit Act excludes only owner-occupied buildings with two or fewer rental units. Your four-unit house is covered (N.J.S.A. 46:8-26), so return, interest, account-notice and transfer rules govern the $2,475. *
+ The 30-day return period runs from termination of the tenancy. Delivery goes to your last known mailing address, and a forwarding address is not required (N.J.S.A. 46:8-21.1).
+ Within 30 days of termination the landlord must return the deposit with accrued interest, less lawful charges, with an itemized list sent by personal delivery or registered or certified mail (N.J.S.A. 46:8-21.1). *
+ The landlord must hold the deposit in an insured account and give you written notice of the institution, account type and amount (N.J.S.A. 46:8-19). Ask in writing where yours is held. *
+ On the sale last fall, the prior owner had to transfer the deposit and interest to the buyer and notify you (N.J.S.A. 46:8-20). Counsel should confirm that happened before anyone directs a demand. *

BLIND SPOTS

– Rent lost after you move out may properly appear on the deduction list, but only if the landlord proves reasonable reletting efforts, and future rent is reduced by what reletting would yield (Sommer v. Kridel, 74 N.J. 446 (1977)).
– If you leave without proving constructive eviction, you may still owe rent after leaving, reduced by reletting, and a judge does not automatically strike it (Sommer v. Kridel, 74 N.J. 446 (1977); Reste Realty Corp. v. Cooper, 53 N.J. 444 (1969)).
– The landlord's rent record may run a few days past the day you left, and those days could be added to the deduction. Watch for any rent line covering time after move-out.
– The landlord need not attach receipts to its deposit list, so a list can look complete with nothing behind it. Ask for proof of every charge.

BUCKET 3 OF 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.

Related — Bucket 1 (Getting affordable legal help while cash-strapped): whether to pay Saturday and what the notice gap means for exiting the lease
Related — Bucket 3 (Proving and preserving lockout and habitability claims): the lawyer review that gates the written notice

PROPOSITION 3.1 Itemized consequential losses need dated receipts

OUT-OF-POCKET — receipts decide it

Losses such as meals out can be claimed as their own damages, apart from the rent reduction, but you have no amounts yet and every item needs a dated receipt tied to the hot water or lockout.

HOW TO WIN

+ Out-of-pocket losses caused by the hot-water failure and the lockout, such as meals out, are claimed item by item with dated receipts tied to each breach, apart from the abatement, without proving constructive eviction. *

BLIND SPOTS

– If your losses are never listed separately with receipts and a clear link to the lockout or the failures, they can disappear into the rent-reduction figure. Start the list now.
– Expect the landlord to demand itemized receipts and dates for every meal, stay and belonging. Any item you cannot prove may be pushed back into the rent reduction.
– Expect challenges on whether your sister's home was a fair substitute, whether you stayed longer than needed, and whether these costs are already counted in the abatement.

PROPOSITION 3.2 Rent reduction for unreliable hot water

ABATEMENT — real claim, unquantified

You may recover part of the full rent you paid while the hot water was unreliable, measured by lost value after the company knew and had time to fix it; no figure can be stated until you have receipts and payment records.

HOW TO WIN

+ You hold an unasserted affirmative claim against the owner and management company for abatement of rent paid above the premises' reasonable value, with notice resting on the portal record; it does not depend on the landlord filing a possession action. *
+ Abatement is measured by the reduced value of the home for the period the hot-water failure continued after notice and a reasonable time to repair. *
+ The limitations period on this contract claim is long (N.J.S.A. 2A:14-1), so no filing is needed before you move out to keep it. *
+ A building of three or more units is a multiple dwelling under the Hotel and Multiple Dwelling Law, which sets hot-water and maintenance standards. *
+ A landlord may not retaliate, including by eviction or by substantially altering lease terms, for a good-faith complaint to a government authority. *
+ Get the enforcing agency's complaint log to fix your report date, and keep portal tickets and texts as proof; an inspection report recording the date, violated hot-water standard, and service on the owner or manager is admissible as a public record. *
+ Abatement runs from the company's notice of the failure plus a reasonable time to repair (Marini v. Ireland, 56 N.J. 130 (1970); Berzito v. Gambino, 63 N.J. 460 (1973)), and it turns on notice, not on written notice. Your timestamped portal tickets are the core proof. *

BLIND SPOTS

– A court needs proof the problem mattered: how often the water failed, how long each failure lasted, and how it affected daily life.
– Dismissal of a possession action does not end the abatement claim (Berzito v. Gambino, 63 N.J. 460 (1973)), but a settlement or move-out release can. Before you sign anything, counsel must confirm whether the release reaches rent paid without reliable hot water. This closes the moment you sign. *
– The landlord will likely attack notice first, pointing to the absence of any formal written notice. The forum findings answer that notice need not be written, so dated tickets and texts can already fix when the company was told, and abatement runs from notice plus a reasonable time to repair. A dated written letter after counsel's review still removes the argument.
– Counting the same bad-water period twice, once to cut rent owed and again to recover rent already paid, can reduce the award. Keep paid months and owed months separate in your records.
– An inspector's report proves the problem only as of the visit and shows the city was involved from then. Your earlier tickets and texts must prove the company was told before that.

PROPOSITION 3.3 Lock change without court process is unlawful

LOCKOUT — unlawful, evidence in hand

Changing your lock with no notice or court process, then taking four days to supply a key, was an unlawful exclusion whether or not rent was late; the claim is unasserted and your photo and texts are the proof.

HOW TO WIN

+ No one may take possession of real property except as the law allows and then only peaceably. A tenant is removed only on a judgment for possession and a warrant of removal executed by a court officer (N.J.S.A. 2A:39-1). *
+ You hold an unasserted claim against the owner and management company for the lock change and the four days without a key. Under N.J.S.A. 2A:39-1 the exclusion was unlawful regardless of rent status. Counsel decides whether and when to assert it. *
+ The claim turns on when the lock changed, that management acted without notice or court process, and that a key took four days. Preserve the door-and-hardware photo and the timestamped texts, including the manager's 'security upgrade' message. *
+ Evicting or attempting to evict an occupant, including by changing locks, without a judgment executed by a court officer is an offense (N.J.S.A. 2C:33-11.1). Leave any use of this to counsel. *

BLIND SPOTS

– No court case or officer visit exists, so no court paper will record the lock change. Keep every notice, key, tag and message about it yourself.

** rests on law no one has signed in this knowledge base — confirm the authority before relying on it.*

OPEN QUESTIONS — WHAT DECIDES THIS MATTER AND WHO CAN ANSWER IT

WHAT DECIDES THIS MATTER

? 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? · *blocks part of this analysis*
? 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? · *blocks part of this analysis*
? Are you leaning toward paying August rent on Saturday, and do you plan to stay on in the unit or move out? · *blocks part of this analysis*
? What is the move-out date, and does a forwarding-address precondition apply? · *blocks part of this analysis*
? Does a qualifying condition exist and has written notice been given? · *blocks part of this analysis*
? Was the landlord given notice and a chance to repair the hot water? · *blocks part of this analysis*
? Does the client hold receipts for lodging, meals and belongings? · *blocks part of this analysis*
? What move-out date and consideration will the client propose? · *blocks part of this analysis*
? Who are the statute's prescribed notice recipients here? · *blocks part of this analysis*
? Was the payment kept, deposited, posted, or returned? · *blocks part of this analysis*
? Will the municipal office actually inspect, and when? · *blocks part of this analysis*
? Does the missing lease contain a non-waiver clause? · *blocks part of this analysis*
? Will the client reach a lawyer before the 6th? · *blocks part of this analysis*
? Does the lease have a grace period or early-termination clause?

QUESTIONS ONLY YOU CAN ANSWER

? What is Signed lease text, including rent grace-period and late-fee terms, repair-notice clause, and early-termination or surrender terms? The record does not supply it; likely source: Management company or landlord (tenant asked twice by text and never received it); any copy the tenant may have from the tablet signing. · *blocks part of this analysis*
? What is Status of tenant representation: whether Legal Services has called back, and whether the $250 consultation for the 6th is confirmed? The record does not supply it; likely source: Essex-Newark Legal Services callback; the consulting attorney's booking confirmation. · *blocks part of this analysis*
? What is Complete portal ticket log: exact count, timestamps, and status changes, including tickets closed without work? The record does not supply it; likely source: Portal export or management company's ticket records (tenant has screenshots and ticket numbers). · *blocks part of this analysis*
? What is Current credit and collection status: whether any collection account or credit reporting already exists? The record does not supply it; likely source: Tenant's free credit reports from the three bureaus; any collection-agency correspondence. · *blocks part of this analysis*
? Whether any notice to quit, rent demand, summons, or court papers have been served or filed? The record does not supply it; likely source: Tenant's mail and door records; Essex County Special Civil Part (Landlord-Tenant) docket search. · *blocks part of this analysis*
? What is Out-of-pocket amounts (meals out and other costs) and total rent paid for the period without reliable hot water? The record does not supply it; likely source: Tenant's receipts and bank or card statements. · *blocks part of this analysis*
? What is Household income amount given at the Legal Services intake, and household composition? The record does not supply it; likely source: Tenant's own records; Essex-Newark Legal Services intake file. · *blocks part of this analysis*

FACTS THE RECORD STILL NEEDS

? What is 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? The record does not supply it; likely source: Essex County deed records; management contract; any change-of-ownership or change-of-management notice to tenant. · *blocks part of this analysis*
? What is 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? The record does not supply it; likely source: Landlord's deposit records; prior owner's sale closing documents; bank statements if available. · *blocks part of this analysis*
? What is Landlord's practice on late rent (how quickly it acts on late payments) and any prior late-rent notices? The record does not supply it; likely source: Landlord's rent ledger and any prior late-rent correspondence; tenant reports never paying late. · *blocks part of this analysis*
? What is 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 record does not supply it; likely source: The signed lease. · *blocks part of this analysis*

QUESTIONS OF LAW

? What is Municipal code-enforcement, inspection, and rental-registration history for the building, including any hot-water complaints? The record does not supply it; likely source: City of Newark code-enforcement and rental-registration records; tenant's own complaints to the city. · *blocks part of this analysis*

RAISED AT INTAKE, NOT PLACED IN THIS ANALYSIS

· Thin cash against rent, consult, bills (under Getting affordable legal help while cash-strapped)