Tenant-Side Housing Intake: Newark Lockout, Hot Water Outages and Lease Exit

Tenant-Side Housing Law · counsel-led intake · 23 turns · 100 nodes analysed · your edited tree

CODOSSIER
5 NOVEMBER 2026
REF **LS-20261105-9DA1D7**

As of 2026-11-04, the case timeline's date (when the conversation happened, as the record establishes it). Nearest running clock: August rent payment date.

MERIT	CONFIDENCE	URGENCY	ROUTE
Moderate · 58	Moderate · 43 %	This week	Qualify
value-weighted likelihood of the claims	0 of 19 key facts documented	2 day(s) to the nearest running clock	with one urgent step (Next Moves A1)

1 · REALITY CHECK — WHAT WAS ASKED, WHAT IS LIKELY

QUESTION · WHAT THE PARTY EXPECTED	LIKELY ANSWER	SEE
Can I just leave without being chased for the rest of my lease?	**Qualified:** Not by walking away; only a documented surrender or a negotiated termination ends liability.	→ **I2** T1 …
Something for months of full rent without water, plus meals out? *Expected: Some compensation; no amount stated*	An abatement claim exists but has no value yet; its best use is as leverage in a surrender.	→ **I3** T3 …
If I pay, am I saying everything's fine? *Expected: Payment reads as acceptance*	**Reversed:** No. Payment does not waive the abatement or lockout claims; the note is a dated record.	→ **I1** T17 …
If I don't pay, do they file next week? *Expected: Immediate filing that casts client as breaching*	**Qualified:** Moot if rent is paid; removal needs a court case. Prior months' payment status is unverified.	→ **I1** T17 …
What do I do about Saturday?	**Confirmed:** Pay in full on the due date with a written reservation-of-rights note.	→ **I1** T17 …

The conversation to avoid: Do not tell the client exposure is 4 months or about $6,600, or that leaving ends liability. Both rest on an unverified as-of date and an unproven constructive eviction.

2 · THE ISSUES THAT DECIDE IT

I1 Which month is now: rent status and exposure size **SETTLED** Sommer v. Kridel, 74 N.J. 446 (1977) → **A1 · A2 · A3 · D1**

At stake: Sets remaining-rent exposure (7 versus 4 months), whether arrears already exist, and every derived date on the timeline.
Likely: The client's 'August' rent, due 'Saturday', and 'eight more months' to March 31 fit a late-July conversation. The 2026-11-04 as-of is likely wrong. Exposure is about 7 months after August. *Resolves it:* Portal ledger and bank record showing the last rent paid and the month due. T3 · T7 · T17 · T21 · F:f18 …

I2 Whether the exit ends rent liability **SETTLED** Reste Realty Corp. v. Cooper, 53 N.J. 444 (1969); Sommer v. Kridel, 74 N.J. 446 (1977) → **A4 · A6 · D3**

At stake: Decides whether the client owes 0 or up to about $11,550 of remaining rent, less relet credit.
Likely: Constructive eviction is weak. The lockout was cured after 4 days, no written notice was sent, and belongings remain. Without a fixed surrender date, liability runs to term, reduced only by mitigation. *Resolves it:* Signed lease text: early-termination, surrender, repair-notice and liquidated-damages clauses. T9 · T15 · T16 · F:f10 · F:f16 …

I3 Value of tenant's claims as surrender leverage **VERIFY** N.J.S.A. 2A:39-1 et seq.; N.J.S.A. 46:8-21.1; N.J.S.A. 46:8-33 → **A4 · A5 · A6 · D2**

At stake: Lockout, abatement, deposit and registration defects are the currency for a rent release. A general release extinguishes them unpriced.
Likely: The lockout without court process is strong on liability. Abatement and the deposit-transfer and registration defects are unproven. The deposit will be offset against the same relet loss counted in I2. *Resolves it:* Owner of record, registration filing and deposit-transfer record from the sale. T5 · T13 · T15 · T21 · F:f06 …

Every other finding of the review is folded into these issues.

3 · NEXT MOVES

DO NOW, IN THIS ORDER

A1 Fix the conversation date and rent month from the portal ledger and the client's bank records *Both · before advising.* Every exposure figure and clock depends on it. I1

A2 Pay the due rent in full on time with a dated reservation-of-rights note; keep proof *Client · this week.* Forecloses a nonpayment case; preserves claims. I1

A3 Search the Essex Special Civil Part docket; client checks the unit's mail and door *Both · this week.* Client is away; served papers could go unseen. I1

A4 Demand in writing the signed lease, the deposit-holding notice, and the owner's legal name *Counsel · this week.* Exit terms and the deposit claim depend on them. I2

A5 Pull the deed and the landlord registration statement for the post-sale owner *Counsel · before advising.* Identifies the party; tests the registration and deposit-transfer defects. I3

A6 Draft notice and a line-itemed surrender proposal: date, rent release, deposit, no credit reporting, claim carve-outs *Counsel · within 14 days.* A negotiated exit is the middle path to the client's goals. I2

DO NOT

D1 Do not quote the client 4 months or $6,600 as exposure. Rests on the 2026-11-04 as-of; the record points to 7 months. I1

D2 Do not let the client sign any general release or vacate agreement unreviewed. It extinguishes lockout, abatement and deposit claims without pricing them. I3

D3 Do not let the client return keys or remove belongings before notice and a fixed surrender date. An undocumented departure reads as abandonment and leaves liability running to term. I2

4 · CLOCKS — COUNTED BY CODE FROM THE RECORD'S DATES

CLOCK	STARTS	PERIOD	STATUS · LAST DAY	RULE
Landlord deposit-account notice and tenant election to apply deposit to rent *(added)*	Landlord's receipt of the deposit, or transfer on sale	30 days	**May have passed**	N.J.S.A. 46:8-19; 46:8-20 **VERIFY**

CLOCK	STARTS	PERIOD	STATUS · LAST DAY	RULE
Lease end date and landlord's duty to relet *(trigger corrected)*	Term end of the 12-month lease (2027-03-31)	12 months	**Running** · 2028-03-31 (Fri)	Sommer v. Kridel, 74 N.J. 446 (1977) **SETTLED**
Contract and habitability abatement limitation *(added)*	Accrual of each rent overpayment during the hot-water failure	6 years	**Running**	N.J.S.A. 2A:14-1 **VERIFY**

Soft clocks (another party can move at any time): August rent payment date; Constructive eviction: vacate within a reasonable time; Limitation on lockout and forcible entry damages (unknown); Landlord files nonpayment or default action; Legal Services callback and paid consultation.

Dormant until their trigger: Security deposit return, 30 days from Termination of the tenancy.

5 · VALUE — WHAT IS AT STAKE, AND AGAINST WHOM

ASSET OR CLAIM	AT STAKE	THE CLAIM	OUTLOOK	EXPECTED	AGAINST
Security deposit $2,475, held since the sale last fall	$0–$2,475	Security Deposit Act: return within 30 days of termination, double damages if wrongfully withheld **SETTLED**	**Better than even**	$0–$1,856	Current owner (successor to prior owner) and the management company
Remaining rent under the new lease after move-out, lease ending 2027-03-31 *exposure swing*	$0–$6,600	Landlord suit for rent through the term, reduced by the duty to relet (Sommer v. Kridel) **SETTLED**	**Unlikely**	$0–$2,640	Building owner and the management company
Nonpayment summary dispossess and credit or collections consequences *exposure*	$0–$1,650	Landlord files Special Civil Part nonpayment action **SETTLED**	**Remote**	$0–$248	Building owner

Not sized on this record: Rent paid in full during unreliable hot water, plus meals out (against Building owner and the management company), better than even; Lockout claim for the four-day lock change without notice or court process (against Management company, property manager and owner), even. Missing pieces (7) says what sizes them.

Exposure: $0–$2,888 expected against the client.

Remaining rent after paying August, September through March: `months_after_august * rent` = **$12k**

Client's stated exposure, eight months incl. August: `months * rent` = **13,200**

Exposure net of forfeited deposit, before relet credit (client's decision rule): `months_after_august * rent - deposit` = **$9,075**

Cash after rent and consult: `cash - rent - consult` = **$2,400**

6 · WHO ELSE IS ON THE OTHER SIDE

Management company (legal name not stated). Runs the portal and the new leases, never delivered the lease copy, and is the likely lockout actor. *Next:* Unknown. It may respond to the reservation-of-rights note, or contest notice and the move-out date once a notice letter arrives. T7 · T11 · T15 …

Property manager. Moved reporting from the portal to texts and called the lock change a 'security upgrade'; his texts show notice but no admission. *Next:* Unknown; he is the likely witness on notice and on the lockout. T11 · T13 · T15

Prior owner (the seller). Held the original deposit and was required to transfer it, with interest, to the buyer on the sale. *Next:* None expected; may become relevant if the deposit was not transferred. T5 · N:63c56b27

7 · MISSING PIECES — RANKED BY WHAT THEY MOVE

#	WHAT TO GET	MOVES	STATE
1	The lockout.	$825 · 2 claims	Claimed
2	Signed lease text; Lease term and end date; No formal written notice; The company said it would email a copy of the lease and never did. Client asked twice by text. Client does not know the fine print on repairs or leaving; Move out date.	$825	Claimed · Not asked
3	Security deposit; Deposit custody; Termination date.	$433	Claimed · Not asked
4	Rent due and July paid; Client will pay August on Saturday with a short written note saying it is paid under a reservation of rights and does not waive the hot water or the lockout; Client does not know about a grace period, never got a copy of the lease, has never paid late here, and does not know how fast the manager acts on late rent.	$83	Claimed · Not asked
5	Remaining rent exposure.	gates all	Claimed

10 further undocumented fact(s) move no claim's value and gate nothing.

8 · THE RECORD AND THE AUTHORITIES

The file rests on 19 key facts: 16 claimed, 3 not asked.

Read from the governing text in this run: N.J.S.A. 2A:18-61.1 **SETTLED** (law.justia.com) Justia reproduces the 2013 version. The section limits removal by the Superior Court to enumerated good-cause grounds. The excerpt does not itself address lockouts or self-help, so that proposition is not confirmed. Check the current text.

Also relied on, from memory: Marini v. Ireland, 56 N.J. 130 (1970); Berzito v. Gambino, 63 N.J. 460 (1973); 46:8-19; N.J.S.A. 2A:18-61.1(a); N.J.S.A. 46:8-20; 46:8-28; 46:8-33.

Scores and dates are code's arithmetic on the record and the ranges above, not calibrated against outcomes. Only authorities marked read were read from their text in this run; confirm every other citation before reliance.