SUPERIOR COURT OF NEW JERSEY

APPELLATE DIVISION

KTWE GROUP, LLC Plaintiff-Respondent, vs. SIMON BALAJ, URVAT BALAJ Defendant-Appellant,	Docket No. A-000273-24 CIVIL ACTION ON APPEAL FROM SUPERIOR COURT OF NEW JERSEY, SPECIAL CIVIL PART - BERGEN COUNTY Sat Below: Honorable Kelly A. Conlon, J.S.C.

BRIEF

FOR

APPELLANTS SIMON BALAJ, URVAT BALAJ

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LIST OF PARTIES

Party Name	Appellate Party Designation	Trial Court / Agency Party Role	Trial Court / Agency Party Status
Simon Balaj	Appellant	Defendant	Participated Below
Urvat Balaj	Appellant	Defendant	Participated Below
Ktwe Group LLC	Respondent	Plaintiff	Participated Below

TABLE OF TRANSCRIPTS

Proceeding Type	Proceeding Date	Transcript Number
Trial	09/16/2024	1T
Order to Show Cause	10/03/2024	2T

PRELIMINARY STATEMENT

This is an action seeking to evict a residential tenant and his family for refusing to sign a proposed lease pursuant to N.J.S.A. § 2A:18-61.1 (i). Significant jurisdictional issues mandate reversal and dismissal of Plaintiff's complaint. (1a - 38a).[1]

On November 17, 2023, Plaintiff served Defendants with a proposed lease renewal by transmitting same electronically, via e-mail. (54a – 61a). There were no notices to terminate the pre-existing tenancy, served on Defendants included with the electronically-transmitted lease. Plaintiff failed to comply with N.J.S.A. § 2A:18-61.1 et seq. (also referred to as the "Anti-Eviction Act"), specifically § (1) (i), which specifically provides that the lease changes must be at the "termination of a lease." Without a Notice to Quit, the pre-existing tenancy would not be terminated. Landlord-tenant law is highly technical, requiring precise compliance with statutory requirements. Courts must strictly construe the notice requirements for terminating a tenancy. Therefore, to maintain an action for eviction where there are substantive changes in a proposed lease, the landlord must first serve a one month notice to terminate the preexisting tenancy and give the tenant the opportunity to accept all the changes under subsection 1i of the Anti-Eviction Act, and then give a full

[1] The appendix shall be cited as follows: (1a – 38a) means appendix page number.

month's notice to terminate under subsection 2e of the same. However, the trial court erred in determining that Plaintiff properly served Defendants with a Notice to Quit pursuant to N.J.S.A. § 2A:18-61.2e, by relying on a notice that was served May 24, 2024, seven months *after* the proposed lease had been transmitted. The trial court failed to recognize the notice requirements of these two subsections are substantially different and that each requirement must be independently satisfied.

Defendants refused to sign a lease renewal because it contained unreasonable terms. First, the lease shifted the long-established warranty of habitability from Plaintiff's obligation to Defendants, which is in violation of the warranty of habitability and Marini doctrine. The trial court erred in determining that Plaintiff's position was reasonable, where Plaintiff's position was that it did not want to make repairs given its desire to demolish the premises and not invest money into repairing any major systems in the property. Second, Plaintiff unconscionably raised the rent by seventy-five percent (75%) from $2,850.00 to $5,000.00. The trial court erred in determining that the rent increase to $5,000.00 in rent after the natural expiration was reasonable in light of market rates without satisfying the Fromet factors. Third, the trial court erred in determining that the new lease set forth terms of seven (7) months with intent to demolish the premises was reasonable, as the Anti-Eviction Act provides no statutory basis to do so. Lastly, the trial court also erred in determining that Defendants have not established that the new lease was

unreasonable shifting the statutory burden contained in N.J.S.A. § 2A:18-61.1 (i) out of Plaintiff's hands and into Defendants'. This ruling inappropriately expanded Plaintiff's rights under the Anti-Eviction Act while depriving Defendants of their statutory rights and privileges.

The court entered judgment of possession in favor of Plaintiff. (39a – 42a). A warrant of removal was issued, with a lock out scheduled for Thursday, October 10, 2024. (75a – 76a). This Court has stayed the lockout pending disposition of this Appeal. (77a - 82a). Defendants respectfully request this Court to reverse the trial court's decision to enter judgment of possession in favor of Plaintiff and dismiss the complaint.

PROCEDURAL HISTORY

This is an appeal from a final judgment of the Special Civil Part granting Plaintiff a judgment for possession in a residential eviction action pursuant to N.J.S.A. § 2A:18-61.1(i) for refusal to sign a proposed lease. (39a – 42a). The complaint was filed on July 24, 2024. (1a - 38a). The parties appeared before the trial court on September 16, 2024 for a non-jury trial.

On September 17, 2024, the trial court entered Judgment for Possession in favor of Plaintiff. (39a – 42a). On September 27, 2024, a Warrant of Removal was issued. (75a – 76a). Defendants filed a Notice of Appeal on September 27, 2024. (83a – 104a). Defendants subsequently filed for a Stay to the trial court by way of

Order to Show Cause on October 1, 2024. (112a – 144a). This application was denied on October 3, 2024 because the trial court found it could not be brought via Order to Show Cause. (43a - 45a) (2T38-11 to 2T39-24)[2]. On October 3, 2024, Defendants then filed a stay pending appeal to the trial via motion. However, the warrant of removal was posted on Defendants' door, scheduling the lockout for October 10, 2024. (75a – 76a). On October 4, 2024, Defendants requested that the trial court entertain the Motion for a Stay on short notice. The trial court failed to address Defendants' request, necessitating the October 7, 2024 filing of an application to this Court for permission to file an Emergent Motion for a Stay Pending Appeal. On October 7, 2024, this Court entered an Order Granting Permission to file this Emergent Motion. On October 10, 2024, Defendants filed a Motion for Emergent Relief. On October 22, 2024, this Court granted the Emergent Motion to Stay the Warrant of Removal pending Appeal. (77a – 82a).

STATEMENT OF FACTS

On or about November 2023, Plaintiff purchased a single-family house at 374 N. Monroe Street, Ridgewood, New Jersey. ("The Premises") (1T10-25). Defendants have been tenants in the premises since 2020. (1T62-13) (2a). They currently reside there with their two school-aged children. (1T62-15 to 1T62-16).

[2] Citations to transcript shall be as follows: "1T" refers to September 16, 2024 transcript of Trial and "2T" refers to October 03, 2024 transcript of Order to Show Cause.

Defendants had a pre-existing lease with the previous owner, which expired on August 1 2022. (1T14-8 to 1T14-22) (62a – 72a). On November 17, 2023, Plaintiff electronically served Defendants with a proposed lease renewal via e-mail for a term of seven (7) months. (52a – 53a) (1T11-18). At that time, Defendants were month-to-month tenants under their pre-existing lease. (1T14-21) (62a – 72a). There were no notices to terminate the pre-existing tenancy served on Defendants included with the electronically-transmitted lease. (1T32-4).

On November 21, 2023, Plaintiff contacted Defendants to discuss the lease renewal. (1T63-2 to 1T63-14). The lease was proposed to start on November 17, 2023 and Plaintiff demanded Defendants to sign the lease on November 21, 2023. (1T63-2 to 1T63-14). Subsequently, Defendants refused to sign the lease renewal because it contained unreasonable terms. (1T63-14 to 1T63-18). Plaintiff emphasized that the lease renewal was a standard lease and there is nothing wrong with it. (1T63-20 to 1T63-22). Even though Defendants asked Plaintiff to use their pre-existing lease as a template, Plaintiff refused. (1T64-2 to 1T64-5). Instead, Plaintiff demanded Defendants to sign the lease immediately. (1T64-25 to 1T65-2).

The proposed lease renewal shifted the long-established warranty of habitability from Plaintiff to Defendants. (54a, 57a, 61a) It raised the rent by seventy-five percent (75%) from $2,850.00 to $5,000.00 at the expiration of the proposed lease if Defendants remain in possession. (54a, 58a). The seven (7) months

term was given as a courtesy to allow Defendants' children to complete the school term. (54a, 55a, 56a). Plaintiff justified these positions because it allegedly planned on tearing down the house at the end of the lease. (1T114-6 to 1T114-21) (54a, 56a, 58a). After Defendants refused to sign the proposed lease, Plaintiff commenced this summary action for possession. (1a - 38a).

LEGAL ARGUMENT

STANDARD OF REVIEW

A trial court's interpretation of a statute is subject to de novo review on appeal, with no deference to the trial court's interpretation of same. Manalapan Realty, L.P. v. Twp. Comm. of Twp. of Manalapan, 140 N.J. 366, 378 (1995); see 30 River Court E. Urban Renewal Co. v. Capograsso, 383 N.J. Super. 470, 476 (App. Div. 2006) (citing Rova Farms Resort, Inc. v. Investors Ins. Co. of Am., 65 N.J. 474, 483–84 (1974). The Anti-Eviction Act, and relevant case-law, are controlling law in Defendants' appeal.

A. The trial court erred in finding that Plaintiff properly terminated the pre-existing tenancy pursuant to N.J.S.A. 2A:18-61.1(i) given Plaintiff's failure to serve a one-month Notice to Quit before offering the proposed lease. (1T114-22 to 1T115-2).

The Anti–Eviction Act, N.J.S.A. 2A:18–61.1 to –61.12, was enacted in 1974 to address a "severe shortage of housing statewide, a shortage that continues to exist

today." 447 Assocs. v. Miranda, 115 N.J. 522, 527 (1989) (citing A.P. Dev. Corp. v. Band, 113 N.J. 485, 492, 550 (1988)).

The Anti–Eviction Act was "designed to limit the eviction of tenants to 'reasonable grounds' and to provide for 'suitable notice' of tenants in the event of an eviction proceeding." 447 Assocs., supra, 115 N.J. at 527 (citing A.P. Dev. Corp. v. Band, 113 N.J. at 492). The Anti–Eviction Act is remedial legislation, establishing tenants' rights to continued occupancy of their rental dwellings, and is "deserving of liberal construction." 447 Assocs., 115 N.J. at 529 (citing A.P. Dev. Corp. v. Band, 113 N.J. at 506; Cima v. Elliott, 224 N.J. Super. 436 (Law Div.1988); Royal Assocs. v. Concannon, 200 N.J. Super. 84, 93 (App. Div. 1985)).

The Act provides "'residential tenants the right, absent good cause for eviction, to continue to live in their homes without fear of eviction ... and thereby to protect them from involuntary displacement.' " 224 Jefferson St. Condo. Ass'n v. Paige, 346 N.J. Super. 379, 383 (App. Div. 2002) certif. denied, 172 N.J. 179 (2002). (quoting Morristown Mem'l Hosp. v. Wokem Mortgage Realty Co., 192 N.J. Super. 182, 186, (App. Div. 1983)).

"The purpose of the [Act] was not to eliminate evictions but to limit them to reasonable grounds." Les Gertrude Associates v. Walko, 262 N.J. Super. 544, 548 (1993). Finally, "the dominating principle in construing the Act [is] that it must be construed liberally with all doubts construed in favor of a tenant." 224 Jefferson St.

Condo. Ass'n, 346 N.J. Super. at 389.

When the proposed lease changes are submitted to a tenant, a one-month notice must be served to terminate the pre-existing tenancy to give the tenant an opportunity to accept the proposed changes, pursuant to N.J.S.A.2A:18-61.1(i). Lowenstein v. Murray, 229 N.J. Super. 616 (Law Div. 1988). Without that notice, the tenancy continues on the same terms, but on a month-to-month basis. Harry's Village, Inc. v. Egg Harbor Tp., 89 N.J. 576, 583 (1982); N.J.S.A. 2A:18-61.3. The plain language of N.J.S.A. 2A:18-61.1(i), supports this principle, as this provision states:

> [t]he landlord or owner proposes, at the **termination of a lease**, reasonable changes of substance in the terms and conditions of the lease, including specifically any change in the term thereof, which the tenant, after written notice, refuses to accept; provided that in cases where a tenant has received a notice of termination pursuant to subsection g. of section 3 of P.L.1974, c.49 (C.2A:18-61.2).

Emphasis added.

If the tenant refuses to accept the proposed lease changes within that one month, then a full month's notice must be given to terminate the resulting month-to-month tenancy, pursuant to N.J.S.A. 2A:18-61.2(e) prior to the institution of the action. Lowenstein v. Murray, 229 N.J. Super at 621.

N.J.S.A. 2A:18-61.2(e) states:

> No judgment of possession shall be entered for any premises covered by section 2 of this act [2A:18-61.1], except in non-payment of rent under paragraph a. or f. of section 2, unless the landlord has made

> written demand and given written notice for delivery of possession of the premises. The following notice shall be required . . .
>
> e. For an action alleging refusal of acceptance of reasonable lease changes under paragraph i of section 2, one month's notice prior to institution of the action . . .

The statute specifically provides that the lease changes must be at the "termination of a lease." Without a Notice to Quit, the pre-existing tenancy would not be terminated. When N.J.S.A. 2A:18-61.1(i) is harmonized with N.J.S.A. 2A:18-61.2(e), the landlord must provide two separate notices. Thus, to enforce a cause of action for refusal to accept a proposed lease, a landlord must first serve a Notice to Quit. In this notice, the landlord must terminate tenant's pre-existing lease, and offer to continue renting the premises at the new rent or under the new lease terms. To be enforceable, the notice must meet the statutory criteria by including essential elements such as tenant's name and address, termination date, and reason for termination. Harry's Village, Inc. v. Egg Harbor Tp., 89 N.J. 576, 583 (1982).

In addition, the public policy underlying the Anti-Eviction Act requires strict compliance with its notice and procedural requirements before a landlord may evict a tenant. 224 Jefferson St. Condo. Ass'n, 346 N.J. Super at 383. "In any instance in which a Notice to Quit is required as a prerequisite to the entry of a judgment of possession, the notice must be facially accurate in every substantial respect." Bayside Condos., Inc. v. Mahoney, 254 N.J. Super. 323, 326 (App. Div. 1992). A notice must be specific and detailed in order to provide the defendant with adequate

opportunity to prepare a defense. Ivy Hill Park Apts. v. GNB Parking Corp., 236 N.J. Super. 565, 570 (Law Div. 1989), aff'd, 237 N.J. Super. 1 (App. Div. 1989). Failure to provide a Notice to Quit that is factually and formally sufficient deprives the court of jurisdiction to enter a judgment of possession. Bayside Condos., 254 N.J. Super. at 326.

Here, Defendants' pre-existing tenancy continued on November 17, 2023 and Plaintiff presented to them a new lease for term of seven (7) months on November 17, 2023 without serving a separate statutory Notice to Quit. (54a - 61a). Instead, Plaintiff only sent one email with the lease renewal attachment. (1T11-18) (52a – 53a). In the email, Plaintiff did not include the essential elements of a Notice to Quit mandated by Harry's Village, such as tenant's name and address, termination date, and the reason for termination. The email did not say that Defendants must either sign a new lease by a certain date or else move out by the date Defendants' present lease expires, or that Defendants' failure to renew lease will put Plaintiff on notice that Defendants intend to move out at the end of the lease period. Moreover, during the trial, Plaintiff admitted that they did not serve a separate Notice to Quit when the new lease renewal was sent on November 17, 2023. (1T32-4). Nonetheless, the trial court erred by holding that Plaintiff had complied with both N.J.S.A. 2A:18-61.1(i) and N.J.S.A. 2A:18-61.2(e) by serving two Notices to Quit dated May 1, 2024 and May 24, 2024. (47a and 49a). The trial court missed the critical issue of the timing

of the notices. It was not enough that two notices were served. The court needed to evaluate the timing and the record indisputably established that Plaintiff never served a Notice to Quit *before* offering the proposed lease. It should be noted that the first Notice to Quit dated May 1, 2024 did not even give a full month's notice to Defendants which was also acknowledged by Plaintiff at the trial. (1T27-7 to 1T27-8) (47a). Plaintiff's failure to comply with the statutorily-mandated notice requirements standing alone, supports a dismissal of the summary action for possession.

B. The trial court erred in finding the proposed lease reasonable where it shifted responsibility for repairing any defects in the premises from Plaintiff to Defendants in violation of the warrant of habitability and Marini doctrine. (1T114-13 to 1T114-21).

Assuming arguendo that a Plaintiff has properly terminated an existing tenancy and offered a proposed lease, the plain language of N.J.S.A. 2A:18-61.1(i) makes clear that this lease proposal is not a "take it or leave it" proposition forced onto Defendants, as the proposed lease must be *reasonable.* N.J.S.A. 2A:18-61.1(i) provides that

> [t]he landlord or owner proposes, at the termination of a lease, **reasonable changes of substance in the terms and conditions of the lease**, including specifically any change in the term thereof, which the tenant, after written notice, refuses to accept; provided that in cases where a tenant has received a notice of termination pursuant to subsection g. of section 3 of P.L.1974, c.49 (C.2A:18-61.2).

Plaintiff bears the burden of proof with regard to the reasonableness of any proposed lease changes. Hale v Farrakhan, 390 N.J. Super. 335, 340 (App. Div. 2007); (further citing Vill. Bridge Apartments v. Mammucari, 239 N.J. Super. 235, 240 (App. Div. 1990)). The failure of a Plaintiff to prove that the changes in a proposed new lease are all reasonable is a sufficient ground to warrant dismissal of an eviction complaint under N.J.S.A. 2A:18-61.1(i) for lack of jurisdiction. See Sudersan v. Royal, 386 N.J. Super. 246, 251 (App. Div. 2005).

However, in the case at hand, the trial court erred in finding the proposed lease reasonable given that it shifted responsibility for repairing the premises from Plaintiff to Defendants in contravention of more than a half-century of tenant protections (39a and 42a) (1T114-13 to 1T114-21). As explained below, shifting the warranty of habitability is a patently unreasonable lease term which on its face, fails to meet N.J.S.A. 2A:18-61.1(i)'s statutory mandate that any proposed lease changes be reasonable.

For more than fifty years, New Jersey has imposed on landlords the duty to maintain their rental property in a safe and decent condition. This legal requirement, commonly known as the "implied warranty of habitability," became the law in New Jersey through seminal decisions made by the New Jersey Supreme Court in the early 1970s. See Marini v. Ireland, 56 N.J. 130 (1970); Berzito v. Gambino, 63 N.J. 460 (1973). The warranty of habitability has been held to include keeping the basic

elements of tenant's housing unit in good condition. To comply with this warranty, the landlord must ensure the unit has heat, electricity, and hot water, among other things needed for the property to be "habitable." The landlord has a duty to fix any problem that reasonably impacts the tenant's ability to reside in the rental unit. In light of this, rental agreements are not allowed to include any provisions that waive the tenant's right to live in a habitable residence.

In Marini v. Ireland, the Court recognized an implied covenant of habitability and livability fitness for residential dwellings. It was characterized as:

> a covenant that at the inception of the lease, there are no latent defects in facilities vital to the use of the premises for residential purposes because of faulty original construction or deterioration from age or normal usage. And further it is a covenant that these facilities will remain in usable condition during the entire term of the lease. In performance of this covenant the landlord is required to maintain those facilities in a condition which renders the property livable.

[Id. at 144.]

The purpose of the covenant is to bestow upon a tenant an additional remedy for a breach. Historically, if a landlord did not honor their obligation to make repairs, the tenant's remedy was to claim breach of the covenant to make repairs. Id. at 145. In view of the tenant's mutual covenant to pay rent, the tenant had to either claim constructive eviction and vacate the premises or seek to compel the landlord to make the repairs. Id. at 145-46. Thus, Marini afforded tenants the additional remedy of "terminating the cause of the constructive eviction where . . . the cause is the failure

to make reasonable repairs." Id. at 146. The added remedy permits the tenant to remain in possession, make reasonable repairs, and deduct the cost of the repairs from future rents. Id. The tenant's recourse to self-help has been extended to permit a reduction in the rent until repairs are made. Berzito, 63 N.J. at 469.

Notwithstanding the myriad of protections imposed by our Supreme Court, the Legislature and the municipality preserving a tenant's right to decent, safe and habitable housing, Plaintiff in this matter proposed a new lease agreement, which at paragraph five provides that:

> [s]hould any system in the home fail, including, but not limited to, heat, plumbing, roof, that would then render the home uninhabitable, Tenant understands that Landlord will not address same as the home is being torn down at the end of the lease. Accordingly, in that event, the lease will be immediately terminated."

Additionally, paragraph 37 states that:

> All appliances and other contents of the property are "AS IS." Landlord will not be responsible for any repairs to any items in the home including appliances.

Not only is it a violation of the Marini doctrine, but also, under the Multiple Dwelling Code, which applies to almost all buildings containing three apartments or more, from October 1 to May 1, the landlord must provide sufficient heat so that the temperature in the apartment is at least 68 degrees between 6 a.m. and 11 p.m. Between the hours of 11 p.m. and 6 a.m., the temperature in the apartment must be at least 65 degrees. N.J.A.C. 5:10-14 et seq. The state Housing Code, a model code

which has been adopted by many towns to cover one and two-unit rental buildings, has the same requirements. N.J.A.C. 5:28-1.12(m). (56a).

Equally, of significance, on the municipal level, the Village of Ridgewood, New Jersey Housing Standards, states:

> A. It shall be the duty of every person who shall have contracted or shall be otherwise bound or legally obligated to heat or to furnish heat for any building, part of any building, apartment or space occupied as a home or place or residence of one or more persons or as a business establishment where one or more persons are employed to so heat or to so furnish heat to every occupied portion of such building so that a minimum temperature of 68° F. is maintained therein at all times, provided that the provisions of this section shall not apply to buildings or parts thereof used and occupied for trades, business or occupations where high or low temperatures area essential and unavoidable.
>
> B. At no time, however, shall the minimum temperature be permitted to fall below 65° F. in any building, apartment, part of any building or apartment or other space wherein or wherefore there shall be any obligation to furnish heat. It shall be the duty of every person who shall have such obligation to so furnish such heat to so maintain the same in accordance with this and all the other sections of this article pertaining to heating.
>
> [Amended 12-11-1984 by Ord. No. 1956]
>
> Ord. No. 1541 as § 175-2 of the 1974 Code.

Because residential leases in New Jersey contain an implied warranty of habitability, these particular provisions in Plaintiff's proposed lease agreement unlawfully waive Defendants' right to live in a habitable residence by shifting the repair obligations to Defendants. Plaintiff cannot skirt its obligations just because it

one day hopes to demolish the premises. Allowing this tactic as a justification to avoid maintaining the premises will clearly give landlords license to let buildings fall into states of disrepair to force tenants to move. This clearly runs counter to the very reasoning the Supreme Court utilized in finding a warranty of habitability existed, as the Court did not want to limit a tenant's options to declaring a constructive eviction to end the tenancy. See Marini, 56 N.J. at 146. It has been more than fifty years since our Supreme Court moved away from the premise that if a tenant's apartment is substandard, they may end the lease and move out. However, Plaintiff's proposed lease returns us to a standard not seen in New Jersey since the 1960s, namely if the tenant is unhappy with the conditions of the premises, either repair it yourself, or leave. This is clearly at odds with the Anti-Eviction Act and long-established precedent. Berzito, supra 63 N.J. at 469; Marini, supra 56 N.J. at 145.

At trial, Plaintiff's expert, a real estate agent, testified that it is very common for Defendants to absorb any repair cost in single-family house in Ridgewood. (1T56-6 to 1T56-14). However, this opinion clearly runs counter to the requirements in the Municipal Code of the Village of Ridgewood, as well as New Jersey Housing Standards, cited supra. Unfortunately, the trial court found reasonable Plaintiff's position that it did not want to make repairs given its desire to demolish the premises and not invest money into repairing any major systems in the property. (1T114-13

to 1T114-21). Defendants respectfully submit that Plaintiff cannot use its desire to demolish the premises as justification to unilaterally shift the warranty of habitability from itself to Defendants.

C. The trial court erred in finding that the intended rent increase from $2,850.00 to $5,000.00 was reasonable. (1T114-6 to 1T114-12).

Under the Anti-Eviction Act, a landlord cannot raise the rent to such a degree that it would constitute an unconscionable increase, meaning that it is extremely harsh or so unreasonable as to be shocking. N.J.S.A. 2A:18-61.1(f). The burden of proof is on the landlord to show that the rent increase is fair and not unconscionable. Fromet Properties, Inc. v. Buel, 294 N.J. Super. 601, 613 (App. Div. 1996). The Fromet Properties court also concluded that the court should consider the following factors when determining whether a rent increase in unconscionable: (1) the size of the increase in rent; (2) the landlord's expenses and profitability; (3) how the existing and proposed rents compare to those charged at other similar rental properties in the area; (4) the relative bargaining position of the parties; and (5) based on the judge's general knowledge, whether the rent increase would 'shock the conscience of a reasonable person.' Id. at 604. In all cases, the landlord must show that the large increase sought is justified because his expenses are more than his rental income, or that he is making an insufficient profit during the present year as well as prior years. Once the landlord comes forward with proof that the rent increase is fair and not

unconscionable, a tenant can dispute the accuracy of the landlord's statements and try to show that the increase simply is not fair.

Additionally, Harry's Village makes it clear that in all rent increase matters, the landlord must first serve upon the tenant a Notice to Quit, which must "terminate" the tenancy while also offering the tenant a "new tenancy" at the increased rent. Harry's Village, 89 N.J. at 576. See also, Prospect Point Gardens, Inc. v. Timoshenko, 293 N.J. Super. 459, 464 (Law. Div. 1996). It is essential to serve the notice of rent increase in the same manner set forth in N.J.S.A. 2A:18-61.2, which requires service by hand delivery or by certified mail. In the case at hand, Plaintiff failed to serve a Notice to Quit terminating the existing tenancy before seeking to impose a rent increase. Clearly, Plaintiff cannot automatically increase the rent after the natural expiration of tenancy without serving a proper Notice to Quit.

Here, the proposed lease agreement provides that the rent will be automatically raised more than seventy-five percent (75%) from $2,850.00 to $5,000.00 after the natural expiration of the tenancy. (58a). During the trial, Plaintiff failed to meet the Fromet factors to prove that its proposed seventy-five percent (75%) rent increase was not unconscionable. Instead, Plaintiff's expert, Ms. Amanda testified that $5,000.00 is fair market value in Ridgewood because they are known for the school districts, and a lot of people will come and pay the money. (1T57-19

to 1T57-25). Both Plaintiff and Plaintiff's expert, Ms. Amanda failed to testify as to Plaintiff's expenses and profitability, including operating expenses, real estate taxes, insurance, or utilities. This is significant given the size of the increase, which at seventy-five percent (75%) can be viewed as shocking in and of itself.

In assessing the Fromet factor regarding the relative bargaining portion of the parties, tenants routinely find themselves in a weaker bargaining position vis-à-vis their landlords. Here, at the time Defendants were presented with the proposed lease, Defendant Simon Balaj handled the discussion without counsel, attempting to negotiate with Plaintiff, a business entity that owns residential properties. Defendants asked Plaintiff to use the pre-existing lease as a template because it contained reasonable terms. (1T64-2 to 1T64-4). However, Plaintiff refused to do so and demanded Defendants to sign the lease right away, asserting significant pressure on Defendants. (1T64-25 to 1T65-3).

Although the Fromet factors favored Defendants in this matter, the Court erred in finding the proposed increase valid given both the failure to serve a jurisdictionally appropriate notice before offering the increase and given Plaintiff's failure to carry its burden as required by Fromet.

D. The Court erred in determining that the new lease set forth terms of seven (7) months with intent to demolish the premises was reasonable. (1T114-2 to 1T114-8).

The Anti-Eviction Act does not permit a landlord to evict a residential tenant so that the landlord may demolish the housing unit, except in particular circumstances. N.J.S.A. § 2A:18-61.1g provides that:

> The landlord or owner (1) seeks to permanently board up or demolish the premises because he has been cited by local or State housing inspectors for substantial violations affecting the health and safety of tenants and it is economically unfeasible for the owner to eliminate the violations.

There is nothing in the record to establish that Plaintiff was cited by local or State housing inspectors for substantial violations affecting the health and safety of tenants and the city never determined that it is economically unfeasible for the owner to eliminate the violations. Plaintiff's compliance with the Anti-Eviction Act was never adjudicated as the Court held that seven (7) month term was given to allow Defendants' children to finish the school term given as a courtesy. (1T114-2 to 1T114-5). Demolition of the premises is not ground for eviction under the Anti-Eviction Act, unless Plaintiff strictly complies with both the statutory requirements required by 61.1(g) and has also satisfied the notice provisions contained in N.J.S.A. 2A:18-61.2. Plaintiff has done neither and the Court thus erred in using this demolition contention as a cornerstone to uphold the reasonableness of the proposed

lease.

E. The trial court erred in determining that Defendants have not established that the new lease was unreasonable. (1T113-10 to 1T113-22).

The trial court erred as a matter of law in granting judgment of possession in favor of Plaintiff. In summary dispossess proceedings, Plaintiff has the burden to prove every element of the claim by the greater weight of the credible evidence. Vill. Bridge Apts. v. Mammucari, 239 N.J. Super. At 240. The Appellate Division in Village Bridge Apts. v. Mammucari held that:

> A landlord may not evict a residential tenant "except upon establishment of one of the following grounds as good cause:" N.J.S.A. 2A:18-61.1. The quoted language places the burden of proof on the landlord to established the existence of good cause. 447 Associates v. Miranda, 115 N.J. 522 , 531 (1989). It places no burden on the residential tenant, a person who ordinarily is not represented at trial, who is not in the business of renting apartments and is not as likely to know the law, and who does not have access to the landlord's records.
>
> Id.

Contrary to this Court's holding, however, the trial court determined that *Defendants* have not established that the new lease was unreasonable. (1T113-20 to 1T113-22). This is plainly inconsistent with the burden imposed on Plaintiff by the Anti–Eviction Act. The trial court incorrectly relieved Plaintiff of its burden and instead placed that burden on Defendants to establish that the new lease was unreasonable.

Defendants testified that they told Plaintiff that the new lease is unreasonable,

but they would sign one that is reasonable. (1T63-11 to 1T64-22). Plaintiff never gave Defendants any other revised lease. (1T87-23 to 1T88-6). During the trial, the trial court shifted the burden by only questioning Defendant, Simon Balaj. Inquiring whether he had discussed what he felt was onerous to Plaintiff. The Court questioned, "Did you ever mark up the lease that they proposed to let him know what you believed to be unfair?" (1T70-11).

The trial court found that he did not approach Plaintiff to speak with them regarding the specific provisions of the lease that he felt were unreasonable and rather just told them that the entirety of the lease was unreasonable. (1T113-12 to 1T113-16). Contrary to the trial court's finding, a plain reading of the Anti–Eviction Act provides no requirement that the tenant approach the landlord to speak with them regarding the specific provisions of the lease that the tenant felt were unreasonable. On the other hand, the trial court failed to address whether Plaintiff had attempted to revise the new lease terms or whether Plaintiff had provided any other revised lease to Defendants. The trial court erred in interpreting the Anti-Eviction Act, a statute designed to protect tenants, as placing the burden on tenants to approach the landlord, discuss all the terms that are unreasonable in the lease and "mark up" the lease to note objections thereto. The trial court found Defendants did not take issue with the continuation of the monthly rent at $2,850.00 and certain other provisions because Defendants allegedly failed to respond to Plaintiff, Defendants have not

established that the new lease was unreasonable. (54 a) (1T113-17 to 1T113-22). Plaintiff was thus relieved of its obligation to prove the proposed lease was reasonable, with the burden instead placed squarely on Defendants' shoulders.

CONCLUSION

For the foregoing reasons, Appellants respectfully request that the judgment of possession be reversed and the complaint be dismissed.

Respectfully submitted,

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Dated: December 9, 2024

Appellate Division Docket Number: A-000273-24 **Respondent Brief**

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION

KTWE GROUP, LLC *Plaintiff/Respondent*, vs. SIMON BALAJ, URVAT BALAJ *Defendants/Appellants*.	DOCKET NO. A-000273-24 Civil Action On Appeal From the Superior Court of New Jersey, Law Division, Bergen County SAT BELOW: Hon. Kelly A. Conlon, J.S.C.

BRIEF OF PLAINTIFF-RESPONDENT

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INDEX TO APPENDIX

Respondent shall rely upon the Petitioner/Appellant's Appendix and the Index to same set forth in the Petitioner's brief.

PRELIMINARY STATEMENT

This brief is submitted on behalf of Plaintiff-Respondent, KTWE GROUP, LLC, in opposition to the appeal filed by Defendants-Appellants, Simon Balaj and Urvat Balaj, as articulated in their Amended Appellate Brief dated December 9, 2024. This brief responds directly to the appellants' legal arguments while reaffirming that the trial court's Judgment of Possession should be upheld.

The Defendants-Appellants/Tenants (hereinafter "Appellants") seek to overturn the trial court's Judgment of Possession by alleging procedural and substantive errors in their Amended Appellate Brief. However, their arguments mischaracterize the facts, misapply the law, and ignore their own failures to engage constructively with Respondent/Landlord (hereinafter "Respondent"). The record demonstrates that Respondent complied with the Anti-Eviction Act, N.J.S.A. 2A:18-61.1 *et seq*., and the trial court correctly found that Appellants' refusal to accept a reasonable proposed lease justified eviction.

Appellants' claims hinge on: (1) an alleged failure to serve a one-month Notice to Quit before offering the proposed lease; (2) assertions that the lease unreasonably shifted repair responsibilities; (3) a misrepresentation of the rent terms; (4) a contention that a seven-month lease tied to demolition plans is unlawful; and (5) an erroneous claim that the trial court shifted the burden of proof. As detailed below, each argument fails.

First, Respondent terminated Appellants' month-to-month tenancy upon taking title on November 17, 2023, by offering a new lease (Tr. 11:2-18), followed by a proper Notice to Quit on May 24, 2024 (Tr. 24:13-25)—providing over sixty (60) days' notice before filing the eviction complaint. Second, the proposed lease's repair provisions were reasonable for a short-term tenancy, and Appellants never identified habitability issues (Tr. 82:7-25), retaining their statutory protections regardless of lease language. Third, the rent remained $2,850.00 during the seven-month term (Tr. 20:7-9), with a potential increase to $5,000.00 only if Appellants held over (Tr. 21:13-22)—a fair market adjustment supported by expert testimony (Tr. 57 6-9). Fourth, the seven-month term was a reasonable accommodation (Tr. 20:23-21:10), and demolition plans did not require statutory violations under N.J.S.A. 2A:18-61.1(g). Finally, the trial court properly placed the burden on Respondent, which was met through evidence (Tr. 107:22-108:13), while Appellants offered no specific objections to the lease's reasonableness (Tr. 93:23-94:2).

Appellants' strategy appears designed to exploit the appellate process, delaying eviction while paying below-market rent. The Anti-Eviction Act protects tenants from arbitrary eviction, not from the consequences of their own intransigence. Respondent respectfully requests the trial court's decision be affirmed.

PROCEDURAL HISTORY

Respondent adopts the procedural history from Appellants' Amended Appellate Brief (pages 3-4), with additions for clarity. The eviction complaint was filed on July 24, 2024, following Appellants' refusal to sign the proposed lease served on November 17, 2023 (Tr. 15:2-11) with notice of Respondent as the new owner, and a proper Notice to Quit on May 24, 2024 (Tr. 24:13-25). Trial occurred on September 16, 2024, resulting in a Judgment of Possession on September 17, 2024 (39a). A Warrant of Removal issued on September 27, 2024 (75a), prompting Appellants' appeal and stay requests. Their initial Order to Show Cause in the trial court was denied on October 3, 2024 (43a), and a subsequent Motion for Stay Pending Appeal was filed on October 4, 2024 (77a), and submitted to the Court on or about October 15, 2025 (77a-82a). This Court granted an emergent stay on October 21, 2024 (77a-82a), pending this appeal.

STATEMENT OF FACTS

Respondent disputes Appellants' portrayal of the facts (Amended Brief, pages 4-5) and offers the following based on the trial record. On November 17, 2023, Respondent purchased 374 N. Monroe Street, Ridgewood, New Jersey (Tr. 9:10-10:1), where Appellants had resided since 2020 under a lease expiring August 1, 2022, thereafter continuing as month-to-month tenants (Tr. 14:8-22; 62a). That same

day, Respondent emailed Appellants a proposed seven-month lease at $2,850.00 monthly—the same rent they had paid since 2020 (Tr. 15:2-11; 52a; 54a). A week later, Respondent's manager, Moses Wendel, met Appellants in person, delivering a hard copy and explaining the termination of their prior tenancy and the new offer (Tr. 11:16-25; Tr. 12:1-8; Tr. 16:14-25; Tr. 17: 1-19; Tr. 32 8-13). Appellant Simon Balaj rejected the lease as "unreasonable" but refused to specify objectionable terms (Tr. 16:21- Tr. 17:19), despite his sophistication as a commercial real estate broker (Tr. 80 18-24).

On May 1, 2024, Respondent served a Notice to Quit (Tr. 27:7-13; 46a), followed by another proper notice on May 24, 2024, providing sixty (60) days' notice to vacate by July 24, 2024 (Tr. 24:13-25; 48a). Appellants neither responded nor vacated (Tr. 28:1; Tr. 100:9-11), leading to the July 24, 2024 eviction filing (39a). At trial, Respondent's expert, Amanda Sarhan Pi, testified that $5,000.00 was the fair market rent in Ridgewood (Tr. 57:6-9), yet the proposed lease maintained $2,850.00 for seven months, with an increase only if Appellants held over (Tr. 20:8-25; Tr. 21:13-22; 54a). Appellants presented no evidence of habitability issues or counteroffers (Tr. 86:13-87:25), admitting they rejected the lease outright (Tr. 93:23-94:2). On September 17, 2024, Judge Kelly A. Conlon entered Judgment of Possession, finding Respondent's actions lawful and the lease reasonable (Tr. 107:18-115:5; 39a).

LEGAL ARGUMENT

STANDARD OF REVIEW

This Court reviews the trial court's statutory interpretation *de novo*, Manalapan Realty, L.P. v. Twp. Comm. of Twp. of Manalapan, 140 N.J. 366, 378 (1995), but defers to its factual findings if supported by substantial credible evidence, Rova Farms Resort, Inc. v. Investors Ins. Co. of Am., 65 N.J. 474, 483-84 (1974). Here, the trial court's conclusions align with both the Anti-Eviction Act and the record (Tr. 107:18-115:5).

POINT I

THE TRIAL COURT CORRECTLY FOUND THAT RESPONDENT PROPERLY TERMINATED THE PRE-EXISTING TENANCY

Appellants argue (Amended Brief, pages 6-11) that Respondent failed to serve a one-month Notice to Quit before offering the proposed lease, violating N.J.S.A. 2A:18-61.1(i). This misreads the statute and the facts. Under N.J.S.A. 2A:18-61.1(i), a landlord may evict if a tenant refuses reasonable lease changes "at the termination of a lease" after written notice. N.J.S.A. 2A:18-61.2(e) requires one month's notice prior to filing an eviction action for such refusal. Respondent satisfied both.

Appellants' prior lease expired on August 1, 2022, transitioning to a month-to-month tenancy (Tr. 14:8-22; 62a). On November 17, 2023, Respondent, as new owner, terminated that tenancy by offering a new lease via email (Tr. 15:2-11; 52a), acknowledged by Appellants (Tr. 91:15-19). A face-to-face meeting confirmed this intent (Tr. 16:15-17:6). Six months later, on May 24, 2024, Respondent served a Notice to Quit with over sixty (60) days' notice (Tr. 24:13-25; 48a), far exceeding the statutory minimum, before filing the complaint on July 24, 2024 (1a). The Supreme Court in Chase Manhattan Bank v. Josephson, 135 N.J. 209, 220 (1994), held that notices under N.J.S.A. 2A:18-61.2 must clearly communicate termination and allow sufficient time, standards met here by Respondent's May 24, 2024 Notice to Quit, which provided over sixty (60) days before the eviction filing (Tr. 24:13-25; 48a). Appellants' reliance on Lowenstein v. Murray, 229 N.J. Super. 616 (Law Div. 1988), is misplaced; that case involved an existing landlord, not a new owner terminating a tenancy upon title transfer (Tr. 10:24-11:18), and is not binding. The trial court correctly found compliance with notice requirements (Tr. 114:22-115:2), supported by Harry's Village, Inc. v. Egg Harbor Tp., 89 N.J. 576, 583 (1982), which recognizes termination via new lease offers in such contexts. Similarly, in RWB Newton Assocs. v. Gunn, 224 N.J. Super. 704, 710 (App. Div. 1988), the Appellate Division affirmed that a new owner may terminate a month-to-month tenancy by

offering a new lease, provided statutory notice requirements are met, as Respondent did here with over sixty (60) days' notice (Tr. 24:13-25; 48a).

POINT II

THE PROPOSED LEASE WAS REASONABLE AND DID NOT VIOLATE THE WARRANTY OF HABITABILITY OR MARINI DOCTRINE

Appellants contend (Amended Brief, pages 11-16) that the proposed lease unreasonably shifted repair responsibilities, violating the warranty of habitability and Marini v. Ireland, 56 N.J. 130 (1970). This argument distorts the lease and ignores Appellants' failure to raise specific objections.

The lease states that if major systems fail, rendering the home uninhabitable, it terminates immediately, as Respondent plans demolition post-term (54a, ¶ 5), and that appliances are "as is" with no landlord repair obligation (57a, ¶ 37). These terms are reasonable for a seven-month lease on a property slated for demolition (Tr. 111:9-11), where Appellants had lived since 2020 without unresolved issues (Tr. 13:4-15). The implied warranty of habitability, per Marini and Berzito v. Gambino, 63 N.J. 460 (1973), remains intact regardless of lease language, allowing Appellants to withhold rent or seek repairs if conditions deteriorate—protections they never invoked. Moreover, in Trentacost v. Brussel, 82 N.J. 214, 225 (1980), the Supreme Court reaffirmed that the implied warranty of habitability is non-waivable, ensuring

tenants like Appellants could seek remedies for uninhabitable conditions, a right they failed to exercise despite no evidence of habitability issues (Tr. 82:16-25; Tr. 83: 1-8). Appellants offered no evidence of habitability problems at trial (Tr. 82:16-25; Tr. 83: 1-8), undermining their claim.

The trial court found these terms reasonable given Respondent's demolition intent and the short term (Tr. 114:13-21), a finding consistent with N.J.S.A. 2A:18-61.1(i)'s reasonableness standard. Municipal codes (e.g., N.J.A.C. 5:10-14) apply but were not violated, as no defects were alleged (Tr. 82:16-25; Tr. 83: 1-8). Appellants' rejection without specificity further weakens their position (Tr. 93:23-25; Tr. 97:7-25; Tr. 98; Tr. 99: 11-20). In C.F. Seabrook Co. v. Beck, 174 N.J. Super. 577, 583 (App. Div. 1980), the Appellate Division upheld lease terms as reasonable when aligned with the landlord's legitimate objectives, such as Respondent's planned demolition, supporting the trial court's finding that the lease's repair provisions were appropriate for a short-term tenancy (Tr. 114:13-21).

POINT III

THE TRIAL COURT PROPERLY UPHELD THE REASONABLENESS OF THE RENT TERMS

Appellants misrepresent (Amended Brief, pages 17-19) that the lease raised rent from $2,850.00 to $5,000.00, claiming it unconscionable. The lease clearly

maintains $2,850.00 for the entire term of seven months (Tr. 20:3-9; 54a), with $5,000.00 applying only if Appellants hold over (Tr. 21:13-22; 58a). Expert Amanda Sarhan Pi testified that $5,000.00 reflects Ridgewood's fair market value (Tr. 57:6-9), a finding the trial court credited (Tr. 114:8-12).

Under Fromet Properties, Inc. v. Buel, unconscionability considers factors like increase size and market comparables. Fromet Properties, Inc. v. Buel, 294 N.J. Super. 601, 683 A.2d 1187 (App. Div. 1996). Simply, the court must consider all the relevant circumstances and factors, including but not limited to a comparison of the rent with that charged for comparable rental units in the same market area. Id. Here, no increase occurred during the term (Tr. 20:3-9), and the post-term adjustment aligns with market rates (Tr. 57 6-9), unrefuted by Appellants. Their claim of inadequate notice fails, as the May 24, 2024 Notice to Quit (Tr. 24:12-25; 48a) provided ample warning, satisfying N.J.S.A. 2A:18-61.2. (Tr. 114: 22-25; Tr. 115 1-4).

Moreover, in Harry's Village, Inc. v. Egg Harbor Twp., it was found that the notice to quit protects the interests of both landlord and tenant. The months' notice provides the landlord with time to find another tenant and also gives tenants a month to decide whether to accept changes in the rental terms or to seek alternative living arrangements. Harry's Village, Inc. v. Egg Harbor Twp., 89 N.J. 576, 446 A.2d 862 (1982). Thus, although the issue was not before the Supreme Court in Harry's

Village, Inc., the Supreme Court upheld that valid of changes to the lease and valid notice to quit are required for a dispossess action pursuant to N.J.S.A. 2A:18-61.1. Id. In this case, it is clear that Appellants received the new lease and understood the new terms; it is clear that they purposefully did not communicate their objections to same; and, it is clear that they received, at the very least, sixty (60) days' notice from the date of the last proper Notice to Quit to the commencement of the eviction action. Thus, the changes in the proposed lease were reasonable based on the circumstances and the specific modifications, and the trial court recognizing same, along with the proper and sufficient notice provided, ruled that a Judgment of Possession in favor of the Respondent against the Appellants was proper.

POINT IV

THE SEVEN-MONTH LEASE TERM WITH INTENT TO DEMOLISH WAS REASONABLE AND CONSISTENT WITH LAW

Appellants assert (Amended Brief, pages 20-21) that the seven-month term tied to demolition violates N.J.S.A. 2A:18-61.1(g). This misapplies the statute, which allows eviction for demolition only if violations render repairs unfeasible—a separate ground not invoked here. In Hale v. Farrakhan, 390 N.J. Super. 335, 342 (App. Div. 2007), the Appellate Division clarified that eviction grounds under N.J.S.A. 2A:18-61.1 are independent, and Respondent's reliance on refusal of

reasonable lease changes (N.J.S.A. 2A:18-61.1(i)) does not require compliance with demolition-specific provisions, contrary to Appellants' claim (Tr. 109:17-22). Respondent relied on N.J.S.A. 2A:18-61.1(i), permitting eviction for refusal of reasonable lease changes (Tr. 109:7-23; Tr. 110: 7-25; T111 – 113; T114: 1-5;), not demolition *per se*.

The seven-month term, offered as a courtesy for Appellants' children's school year (Tr. 20:23-21:10), is a reasonable duration, with no statutory minimum term mandated. Post-term demolition plans do not negate the lease's validity (Tr. 111:9-11), and Appellants could extend tenancy at market rent (Tr. 21:11-22; 54a). In Morrocco v. Felton, 112 N.J. Super. 226, 231 (Law Div. 1970), the court upheld short-term lease provisions tied to a landlord's property plans as reasonable, supporting Respondent's seven-month lease designed to accommodate Appellants' school-year needs while planning demolition (Tr. 20:23-21:10). The trial court correctly upheld this as reasonable (Tr. 114:2-8), supported by the record.

POINT V

THE TRIAL COURT CORRECTLY PLACED THE BURDEN ON RESPONDENT, AND APPELLANTS FAILED TO DEMONSTRATE UNREASONABLENESS

Appellants argue (Amended Brief, pages 21-23) that the trial court improperly shifted the burden to them to prove the lease's unreasonableness. This misreads the record. N.J.S.A. 2A:18-61.1 requires Respondent to prove good cause, which it did through testimony and exhibits showing the lease's reasonableness (Tr. 107:22-108:12-16; Tr. 56:3-14; Tr. 57 6-9; 54a). Village Bridge Apartments v. Mammucari, 239 N.J. Super. 235 (App. Div. 1990), confirms this burden, met here by Respondent. Likewise, in reviewing cases founded on challenges to lease changes, it will be important for trial courts both to examine the manner by which the lease changes were accomplished and to weigh the arguments supporting the lease changes as against tenants' claims of hardship. The trial court should make detailed factual findings and relate them to the applicable law. 447 Associates v. Miranda, 115 N.J. 522, 531, 559 A.2d 1362 (1989); *See also*, C.F. Seabrook v. Beck, 174 N.J. Super. 577, 595 (App.Div. 1980). Here the trial court did so, and its findings should not be disturbed. (Tr. 110 7-23; 111-113; 114 1-21).

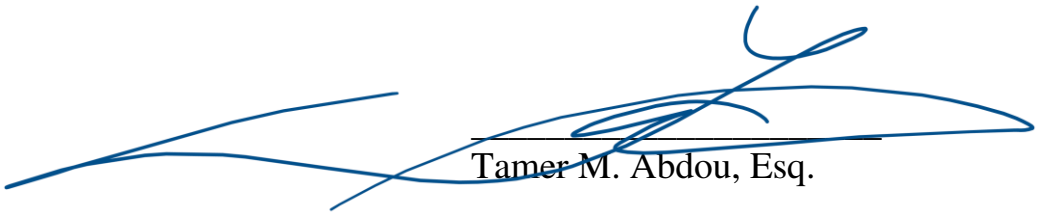
Appellants' blanket rejection without specifying objectionable terms (Tr. 93:23-94:2; Tr. 97:19-98:20) left the trial court to assess their inaction, not to shift the burden (Tr. 113:10-22). Their failure to counteroffer or negotiate (Tr. 91:23-92:6; Tr. 94:1-15) does not impose a duty on Respondent to revise unilaterally. The trial court's findings align with the Anti-Eviction Act's intent (Tr. 114:22-115:5). The Supreme Court in Green v. Morgan Properties, 215 N.J. 431, 448 (2013),

emphasized that the Anti-Eviction Act protects against arbitrary evictions, not tenants' refusal to engage with reasonable lease offers, as Appellants did here by rejecting the lease without specific objections (Tr. 93:23-94:1-15; Tr. 96; Tr. 97:19-98:20). In fact, the Appellant testified, "I don't need to specify." (Tr. 94: 11-12). Yet, without advising Respondent as to the basis for which they rejected the Lease, Appellants are now audaciously seeking statutory protection; notwithstanding that Respondent demonstrated to the trial court that it met its burden of proper notice and reasonableness of the proposed Lease. Thus, Appellants' misuse of the statutory protections should not be allowed, and the trial court's determination should be affirmed.

CONCLUSION

For the foregoing reasons, Respondent respectfully requests that this Court affirm the trial court's Judgment of Possession and dismiss Appellants' appeal. The trial court correctly applied the Anti-Eviction Act, and Appellants' arguments lack merit in law and fact.

Respectfully submitted,



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