

**NOT FOR PUBLICATION WITHOUT THE  
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court."  
Although it is posted on the internet, this opinion is binding only on the  
parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION  
DOCKET NO. A-4403-16T4

HADDON TOWNSHIP HOUSING  
AUTHORITY – ROHRER TOWERS I,

Plaintiff-Respondent,

v.

WILLIAM KIGGINS,

Defendant-Appellant.

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Argued May 2, 2018 – Decided May 14, 2018

Before Judges Alvarez and Geiger.

On appeal from Superior Court of New Jersey,  
Law Division, Special Civil Part, Camden  
County, Docket No. LT-002908-17.

Sonia L. Bell argued the cause for appellant  
(South Jersey Legal Services, Inc., attorneys;  
Sonia L. Bell, on the brief).

Charles I. Nathanson argued the cause for  
respondent.

PER CURIAM

Plaintiff Haddon Township Housing Authority – Rohrer Towers  
I (HA) served a February 13, 2017 notice to quit and demand for  
possession on defendant William Kiggins. The notice said he was

being evicted because his conduct "disturbs the livability of the housing development" and "interferes with the management of the premises." The notice alleged that Kiggins had attached a note to his rent check stating "KEEP PLAYING WITH ME AND YOU WILL GET HURT." He had caused HA employees to feel "threatened and fearful, all of which is in violation of N.J.S.A. 2A:18-61.1(p)."

The notice did not include any language required by 24 C.F.R. 966.4(1)(3)(ii) to -(iv) as to the availability of a grievance process, prior to eviction, for noncriminal conduct, or 24 C.F.R. 966.4(1)(3)(v) as to the fact arbitration was not required on the alleged criminal conduct. After trial on HA's complaint for possession, judgment entered and a warrant of removal issued. We granted a stay and expedited the appeal. Because we now conclude that the omission of language in the notice as mandated by federal law deprived the trial court of jurisdiction, we reverse.

After hearing testimony from HA's employees regarding Kiggins's disruptive behavior and the inclusion of the note with his rent check, as well as from Kiggins himself, the judge made detailed findings of fact. He opined that Kiggins intended to intimidate the employees, disrupt the day-to-day functioning of management, and intended to offend. For that reason, he granted judgment of possession.

HA on appeal argues that because Kiggins previously entered into a consent order in a prior eviction proceeding, and multiple notices have been served on him, he waived the application of federal law to his situation. He made no express waiver, however. See Willingboro Mall, Ltd. v. 240/242 Franklin Ave., LLC, 215 N.J. 242, 258 (2013) (holding waiver is the voluntary and intentional relinquishment of a known right where a party, with full knowledge of the right, clearly, unequivocally, and decisively surrenders the right).

Indeed, the trial judge notes in his findings of fact that Kiggins entered into a consent order in a prior proceeding. That order provided that any additional incidents would result in the application for a judgment of possession and the issuance of a warrant of removal. But the prior complaint and consent order were to be marked dismissed if no further application was made by December 15, 2016.

The judge said:

The first part of testimony that we hear based upon the particular witnesses is December 27th. So [twelve] days after we lift up the cage door, the defendant is free to fly again, we have testimony as to an incident at a Christmas party concerning his conduct, going back for seconds.

As the judge observed, because the complaint was dismissed, his violation of lease terms or other improper conduct was no longer

subject to the terms of the consent order. Effectively, the HA was starting over.

It is well-established that strict compliance with statutory provisions regarding notice requirements is necessary in order for the court to have jurisdiction to decide landlord-tenant matters. Housing Auth. of the City of Newark v. Raindrop, 287 N.J. Super. 222, 227 (App. Div. 1996). Because HA did not strictly comply with the statutory notice requirements, the trial judge simply lacked jurisdiction over this proceeding. Ibid. "Under federal law, an owner landlord is required to satisfy specific requirements when attempting to terminate a subsidized tenancy. We have held federal requirements to be jurisdictional prerequisites to the establishment of good cause for eviction in state court." Riverview Towers Assocs. v. Jones, 358 N.J. Super. 85, 88 (App. Div. 2003).

That Kiggins previously agreed to waive notice in an earlier action, as HA claims, is not relevant. That complaint and consent order were dismissed before this matter was heard, and the judgment for possession issued May 4, 2017. It should not have been issued.

Reversed.

I hereby certify that the foregoing is a true copy of the original on file in my office.



CLERK OF THE APPELLATE DIVISION