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SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0007-22

ADANNA BANKS,

Plaintiff-Respondent,

v.

TUNKO SERAZI,

Defendant-Appellant.

Argued September 28, 2023 – Decided October 12, 2023

Before Judges Mayer and Enright.

On appeal from the Superior Court of New Jersey, Law Division, Union County, Docket No. DC-007033-21.

Eric Chung argued the cause for appellant (The Law Offices of Eric Chung, LLC, attorneys; Eric Chung, on the briefs).

Adanna Banks, respondent, argued the cause pro se.

PER CURIAM

Defendant Tunko Serazi appeals from a July 29, 2022 order granting summary judgment to her former roommate, plaintiff Adanna Banks. We

reverse.

I.

We discern the following facts from the motion record. In July 2020, the parties agreed to enter into a lease with Bozzuto Management Company (BMC) for the rental of an apartment in Roselle. The lease ran from July 13, 2020, to July 12, 2021.

According to defendant, throughout the tenancy, plaintiff "engaged in an escalating course of harassment" against her. Defendant specifically contends that on March 7, 2021, plaintiff, "screamed obscenities at [her], made implicit threats that [plaintiff] would bring strangers to [the] house to intimidate and physically hurt [defendant], and repeatedly screamed, 'let's go,' . . . to incite [defendant] to . . . engage in mutual combat." Defendant also claims plaintiff was "screaming and spitting in[her] face while . . . repeatedly berating [her and] calling [her] obscene names."

In the days following the incident, defendant contacted a local domestic violence hotline numerous times. She also spoke with a police officer on March 8, who explained defendant's domestic violence rights to her and offered to assist her in obtaining a temporary restraining order (TRO) against plaintiff. Additionally, the officer filed a "domestic violence report" about the incident.

Defendant declined a TRO at the time but later claimed the March 7 incident "crystallized . . . the threat that [plaintiff's] ongoing campaign of harassment . . . posed to [defendant's] well-being."

On March 10, defendant emailed the property manager at BMC, stating she wanted to terminate her obligations under the lease. In her email, she cited the New Jersey Safe Housing Act (Act), N.J.S.A. 46:8-9.4 to -9.12, and included a "link" to "New Jersey [l]aws concerning [d]omestic [a]buse cases." Defendant also advised the property manager she was "living in [her] apartment in constant anxiety and would like to move out as soon as possible." She relocated from the apartment that week, but plaintiff remained in the apartment.

On March 15, defendant sought and obtained a TRO against plaintiff. Thereafter, the parties entered into an agreement containing civil restraints, and the TRO was dissolved.

Two days after she secured the TRO, defendant delivered a copy of the filed police report to BMC's management office and a written notice of lease termination. The property manager confirmed receipt of these documents. Defendant also turned over her apartment keys and requested a refund of her security deposit. In May 2021, defendant sued BMC to extinguish any remaining financial liability she had under the lease.

Two months later, plaintiff filed a separate action against defendant for breach of contract, alleging defendant owed her additional money for rent and other shelter expenses plaintiff exclusively paid between April and July 2021. In August 2021, the trial court consolidated the two lawsuits. Months later, defendant and BMC resolved their case with a stipulation of dismissal.

In June 2022, plaintiff and defendant each moved for summary judgment. The trial court heard argument on their cross-applications on July 15, 2022. Plaintiff was self-represented at the hearing; counsel appeared for defendant.

During argument, the judge questioned whether the police report defendant submitted to BMC satisfied the requirement under N.J.S.A. 46:8-9.6(b)(3) that a law enforcement officer either "document[] the domestic violence, or certify[] that the tenant [was] a victim of domestic violence." Defendant's attorney argued the police report met this requirement and nothing in the plain language of the statute compelled a police officer filing a domestic violence report to include "documentation of eyewitness testimony" or a statement that "the police officer [saw] physical violence."

The judge disagreed. In an oral opinion rendered at the conclusion of argument, the judge initially stated she did not "recall anyone ever invoking the . . . Act." However, she acknowledged the Act provided "a way to give relief

to a domestic violence victim who is no longer able to live [at the leased premises] and should not be held to the requirements of a lease agreement . . . because of some extenuating circumstance unrelated to the actual lease agreement."

In finding that the police report defendant produced to BMC failed to satisfy the requirements under N.J.S.A. 46:8-9.6(b)(3), the judge explained:

[T]he police report does not certify that domestic violence occurred or that [defendant] was a victim of domestic violence.

Although a domestic violence complaint was filed and a temporary restraining order was [obtained], both were dismissed and vacated after the parties entered into a consent agreement with civil restraints. There is no document within defendant's moving papers evidencing that she was, indeed, a victim of domestic violence. The vacation of the temporary restraining order in the [F]amily [P]art matter between the parties is significant because . . . the legislative intent behind the . . . Act is to ensure that a victim of domestic violence can be excused from [their] lease and vacate the premises as soon as possible in the interest of safety if the alleged victim can provide [a] certification that domestic violence occurred.

Similar[] to having a police report drafted, seeking a temporary restraining order does not require any evidence be considered before it is granted.^[1]

¹ This statement is inaccurate. At an initial hearing for a TRO, an "oath shall be administered to the [alleged victim] and testimony shall be taken regarding

And . . . the process is carried out ex parte. A permanent restraining order, on the other hand, requires that the matter go before a judge and an evidentiary threshold be met before it is granted. This is noteworthy because the language of the . . . Act specifically requires a permanent restraining order and not a temporary restraining order be in place . . . to vacate the lease.

Additionally, the other subsections of N.J.S.A. 46:8-9.6 require that either [a] certification be provided or a confirmed finding of domestic violence be documented, whether it is by the police, medical profession[al] . . . or . . . [a] licensed social worker in order to terminate a lease by law. The intent behind the rule is to ensure that a tenant does not take advantage of the . . . Act and engage in a unilateral action towards terminating a lease by alleging domestic violence occurred without it being confirmed by any court document or certification by a reputable third party, leaving the co-tenant alone to take on the previously shared obligations under the lease in the absence of any documentation certifying that domestic violence occurred. That it is precisely . . . what has occurred here.

[(Emphasis added).]

[various factors, including]: [t]he relationship between the parties; the alleged domestic violence; the past history of domestic violence between the parties, if any; and the reason the [alleged victim's] life, health, or well-being is endangered." Sup. Ct. of N.J. & Off. of the Att'y Gen., State of New Jersey Domestic Violence Procedures Manual § IV(C)(3)(a) (2022). Only "[a]fter hearing testimony from the" alleged victim, will a judge or Domestic Violence Hearing Officer "issue or deny the TRO, setting forth the reasons on the record" for the decision. Id. at § IV(C)(3)(c).

Based on her analysis, the judge concluded defendant "was not legally permitted to terminate the lease in March of 2020" and plaintiff was entitled to summary judgment, as long as she provided a "breakdown of the[] payments" plaintiff claimed defendant owed her. On July 29, 2022, the judge entered a conforming order granting plaintiff summary judgment.²

II.

On appeal, defendant argues: (1) the judge erred in finding the Act required her to submit "documentation from someone with personal knowledge of the domestic violence"; (2) the judge's conclusion that the term, "documentation" required someone with personal knowledge to document a police report "is at odds with the plain meaning of the term, 'documenting' used in the . . . Act"; (3) "[r]equiring only persons with personal knowledge to document police reports renders the . . . Act internally inconsistent"; (4) the judge "erred by not construing the . . . Act in [defendant's] favor[,] given [its] status as remedial legislation requiring a liberal construction"; and (5) the judge based her decision on preventing fraud, "ignoring the good faith requirement already imposed by the [L]egislature to address fraudulent applications."

² The order did not include a disposition of defendant's cross-motion for summary judgment.

Because we are satisfied the judge too narrowly construed the term, "documenting," under the Act, thereby depriving defendant of her statutory right to terminate the lease under the statute, we are constrained to reverse.

"We review a grant of summary judgment de novo, applying the same standard as the trial court." Norman Int'l, Inc. v. Admiral Ins. Co., 251 N.J. 538, 549 (2022) (quoting Woytas v. Greenwood Tree Experts, Inc., 237 N.J. 501, 511 (2019)). Therefore, we "consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Samolyk v. Berthe, 251 N.J. 73, 78 (2022) (quoting Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995)).

Summary judgment must be granted "if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law." R. 4:46-2(c). "The filing of a cross-motion for summary judgment generally limits the ability of the losing party to argue that an issue raises questions of fact, because the act of filing the cross-motion represents to the court the ripeness of the party's right to prevail as a matter of law." Spring Creek Holding Co. v.

Shinnihon U.S.A. Co., 399 N.J. Super. 158, 177 (App. Div. 2008) (citations omitted). "If there is no genuine issue of material fact, we must then 'decide whether the trial court correctly interpreted the law.'" DepoLink Ct. Reporting & Litig. Support Servs. v. Rochman, 430 N.J. Super. 325, 333 (App. Div. 2013).

"To interpret the meaning and scope of a statute, we look for the Legislature's intent." State v. McCray, 243 N.J. 196, 208 (2020) (citing Sussex Commons Assocs., LLC v. Rutgers, 210 N.J. 531, 540-41 (2012)). "We start with 'the statute's plain language, which is typically the best indicator of intent.'" Ibid. (quoting In re T.B., 236 N.J. 262, 274 (2019)). "If the language is clear, our task is complete." Ibid. (citation omitted).

"[I]t is not our role to . . . presume that the Legislature intended something other than that expressed by way of the plain language [nor to] add to or detract from the clear meaning of the statute." Jablonowska v. Suther, 195 N.J. 91, 114 (2008) (internal quotation marks omitted). Moreover, it is not our function to write into a statute a requirement the Legislature chose not to include. Lippman v. Ethicon, Inc., 222 N.J. 362, 388 (2015).

When seeking to effectuate the Legislature's intent, we recognize we must consider "the entire scheme of which a provision is 'a part.'" N.J. Dep't of Child. & Families, Div. of Youth & Fam. Servs. v. I.S., 214 N.J. 8, 30 (2013) (quoting

Headen v. Jersey City, 212 N.J. 437, 451 (2013)); see also Boardwalk Regency Corp. v. N.J. Casino Control Comm'n, 352 N.J. Super. 285, 300 (App. Div. 2002) ("Legislative intent is to be gleaned from the entire statute, . . . read so that each provision aligns with the intent of the entire act."). We also "avoid constructions that make statutory provisions redundant or meaningless." State v. Wright, 107 N.J. 488, 502-503 (1987) (citations omitted).

In that regard, we understand when we interpret a statute that "[t]he word 'and' carries with it natural conjunctive import while the word 'or' carries with it natural disjunctive import." State v. Duva, 192 N.J. Super. 418, 421 (App. Div. 1983). Therefore, "[t]he word 'or' is a disjunctive term that permits a person to satisfy statutory conditions by meeting one, rather than all, of the identified conditions." Meehan v. Antonellis, 226 N.J. 216, 238 (2016).

Applying these principles, we first highlight the following findings and declarations set forth in the Act:

- a. Domestic violence is a serious crime that materially affects the health and safety of numerous New Jersey tenants and there are thousands of persons in this State who are regularly beaten, tortured, sexually assaulted and, in some cases, killed by their spouses or cohabitants;
- b. The inability to terminate a lease and its corresponding financial obligations may prevent domestic violence victims from leaving abusive

relationships and seeking help;

c. Domestic violence victims require an efficient method of terminating their lease obligations to escape abuse without that damaging their credit and rental history and, consequently, their ability to secure other safe housing; and

d. The assistance and cooperation of the entire community, including landlords, neighbors, and employers, is necessary to reduce . . . domestic violence in our State.

[N.J.S.A. 46:8-9.5.]

To attain the Legislature's goal of reducing incidents of domestic violence in New Jersey, the Act also provides, in part:

[a] tenant may terminate any lease of a residential property that has been leased and used by the tenant solely for the purpose of providing a dwelling place for the tenant, or for the tenant's family, prior to the expiration date thereof, if the tenant fulfills all requirements and procedures as established by [the Act] and provides the landlord with:

a. written notice that the tenant or a child of the tenant faces an imminent threat of serious physical harm from another named person if the tenant remains on the leased premises;^[3] and

b. any of the following:

(1) a certified copy of a permanent restraining order issued by a court pursuant to . . . the

³ The parties do not dispute defendant met this requirement under the Act.

"Prevention of Domestic Violence Act of 1991, [(PDVA) N.J.S.A. 2C:25-17 to -35]," . . . and protecting the tenant from the person named in the written notice;

(2) a certified copy of a permanent restraining order from another jurisdiction, issued pursuant to the jurisdiction's laws concerning domestic violence, and protecting the tenant from the person named in the written notice;

(3) a law enforcement agency record documenting the domestic violence, or certifying that the tenant . . . is a victim of domestic violence;

(4) medical documentation of the domestic violence provided by a health care provider;

(5) [a] certification, provided by a certified Domestic Violence Specialist, or the director of a designated domestic violence agency, that the tenant or a child of the tenant is a victim of domestic violence; or

(6) other documentation or certification, provided by a licensed social worker, that the tenant . . . is a victim of domestic violence.

[N.J.S.A. 46:8-9.6 (emphasis added).]

The Act also states "[a] lease terminates under . . . [N.J.S.A.] 46:8-9.6 only if the victim of domestic violence acts in good faith and fulfills all requirements and procedures as established by . . . [N.J.S.A.] 46:8-9.6 in terminating the lease." N.J.S.A. 46:8-9.7(b).

The Act is one of several laws that provides protection to domestic violence victims in need of safe housing. For example, the PDVA's "plain language authorizes New Jersey courts to protect domestic violence victims seeking shelter." State v. Reyes, 172 N.J. 154, 167 (2002) (citing N.J.S.A. 2C:25-28(a)). Thus, under N.J.S.A. 2C:25-29(b)(2), a Family Part judge can issue an order granting exclusive possession of a residence to a protected party or require the restrained party to pay the protected party's rent if it is not possible for the protected party to remain in the residence previously shared by the parties. Also, under N.J.S.A. 2C:25-29(b)(8), a judge can issue an order requiring the restrained party to "make rent or mortgage payments on the residence occupied by the [protected party]." Further, N.J.S.A. 2C:25-28.1 prohibits in-house restraining orders to ensure a domestic violence victim is protected in their home.

Additionally, under N.J.S.A. 40:55D-66.1, "community shelters for victims of domestic violence . . . shall be a permitted use in all residential districts of a municipality." Also, based on the Legislature's recognition that "persons attempting to escape from actual or threatened domestic violence" frequently establish new addresses to escape detection from their abusers, domestic violence victims are statutorily entitled to have their addresses remain

confidential. See N.J.S.A. 47:4-2.

Therefore, it is without question that "New Jersey has a strong policy against domestic violence." Cesare v. Cesare, 154 N.J. 394, 400 (1998). Indeed, the PDVA makes clear it was enacted "to assure . . . victims of domestic violence the maximum protection from abuse the law can provide," N.J.S.A. 2C:25-18, and

it is the responsibility of the courts to protect victims of violence that occurs in a family or family-like setting by providing access to both emergent and long-term civil and criminal remedies and sanctions, and by ordering those remedies and sanctions that are available to assure the safety of the victims and the public.

[Ibid.]

Given New Jersey's longstanding commitment to protecting domestic violence victims, we are persuaded the Act — much like the PDVA and similar laws enacted in our State to protect domestic violence victims — is "remedial in nature" and "is to be liberally construed to achieve its salutary purposes." Cesare, 154 N.J. at 400. One such purpose is expressly stated in the Act, i.e., to "reduce the incidence of domestic violence in our State." N.J.S.A. 46:8-9.5.

Accordingly, based on our liberal construction of the Act, we are convinced the judge misinterpreted the Legislature's intent by finding "defendant . . . did not satisfy the requirements of N.J.S.A. 46:8-9[(b)(3)]" and


"was not legally permitted to terminate the lease in March of 2020" because "the police report [she produced did] not certify that domestic violence occurred or that [defendant] was a victim of domestic violence." We disagree with the judge's understanding of N.J.S.A. 46:8-9(b)(3) because it would have us interpret the statute as if the conjunctive, "and," appears in place of the disjunctive, "or." Stated differently, the judge's interpretation of N.J.S.A. 46:8-9(b)(3) would compel a tenant providing their landlord with "a law enforcement agency record documenting the domestic violence," to ensure the record additionally — rather than alternatively — certified "the tenant . . . is a victim of domestic violence." Ibid. Because we assume the Legislature meant what it said when it included the disjunctive, "or," in the statute, we are convinced there is no need for a tenant to both document the domestic violence and have a third party certify the tenant is a domestic violence victim.

We recognize the term, "documenting," is not defined under the Act. However, given the Act's remedial purpose, it should be liberally construed to include its ordinary meaning of "record[ing] the details of an event." Cambridge Dictionary, <https://dictionary.cambridge.org/us/dictionary/english/documenting> (last visited Oct. 3, 2023). We also are persuaded that "certifying," as referenced in N.J.S.A. 46:8-9.6(b)(3), is generally understood to mean

"say[ing] in a formal or official way, usually in the form of an official document, that something is true or correct." Cambridge Dictionary, <https://dictionary.cambridge.org/us/dictionary/english/certify?q=certifying> (last visited Oct. 3, 2023). In sum, considering the plain language of N.J.S.A. 46:8-9.6(b)(3), we are persuaded defendant met her burden under the Act. Accordingly, we reverse the July 29, 2022 order and remand for the trial court to enter summary judgment in defendant's favor.

Reversed and remanded. We do not retain jurisdiction.

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


CLERK OF THE APPELLATE DIVISION