

New Jersey Rent Increase Notice Laws: How Much Notice to Give

Summary for landlords and property managers. Last reviewed October 29, 2026. Full guide: <https://www.generationadvisory.com/laws/new-jersey-rent-increase-notice>

A New Jersey landlord cannot raise rent in the middle of a lease. To change the rent, the landlord ends the current term with a written notice to quit and offers a new tenancy at the new rent, and the increase must not be unconscionable or break a local ordinance.

Key points

- There is no statewide percentage cap, but a rent increase used to end a tenancy must not be unconscionable, and courts weigh the size of the increase, the landlord's costs and local market rents.
- A landlord may not evict, change lease terms or refuse to renew because a tenant enforced legal rights, made a good faith complaint to a government agency or joined a tenant group.
- To raise rent, the landlord serves a written notice ending the current term and offering a new tenancy at the higher rent, generally at least one month before the change takes effect.

New Jersey at a glance

Rule	New Jersey	Law
Notice before a rent increase	To raise rent, the landlord serves a written notice ending the current term and offering a new tenancy at the higher rent, generally at least one month before the change takes effect.	N.J.S.A. 2A:18-61.1(f) (Anti-Eviction Act)
Statewide cap on increases	There is no statewide percentage cap, but a rent increase used to end a tenancy must not be unconscionable, and courts weigh the size of the increase, the landlord's costs and local market rents.	N.J.S.A. 2A:18-61.1(f) (Anti-Eviction Act)
Retaliation protection	A landlord may not evict, change lease terms or refuse to renew because a tenant enforced legal rights, made a good faith complaint to a government agency or joined a tenant group.	N.J.S.A. 2A:42-10.10 (reprisal law)

Mistakes to avoid

- Raising rent during a fixed term without a clause that allows it.
- Sending the notice by text or email when the lease or the law calls for written delivery another way.
- Increasing rent right after a repair request or complaint.
- Not keeping proof of when the notice was delivered.

Verify current law

Laws named in this summary:

- N.J.S.A. 2A:18-61.1(f) (Anti-Eviction Act)
- N.J.S.A. 2A:42-10.10 (reprisal law)
- Inganamort v. Borough of Fort Lee (N.J. 1973) and municipal ordinances

Official sources:

- New Jersey Department of Community Affairs: Truth in Renting guide:
https://www.nj.gov/dca/codes/publications/pdf_lti/t_i_r.pdf
- New Jersey Department of Community Affairs: landlord tenant information:
<https://nj.gov/dca/home/landlord-tenant.shtml>
- New Jersey Office of the Attorney General: Fair Chance in Housing Act:
<https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/know-the-law/fair-chance-in-housing>
- New Jersey Legislature: statutes: <https://www.njleg.state.nj.us/>
- New Jersey Courts: landlord tenant: <https://www.njcourts.gov/courts/civil/landlord-tenant>

General information, not legal advice. Check current law and talk to a New Jersey attorney before you act. Last reviewed October 29, 2026.