

# NEPTUNE TOWNSHIP RENT LEVELING BOARD

P.O. Box 1125  
Neptune Township, NJ 07754-1125  
732-988-5200, Ext. 235

## CAPITAL IMPROVEMENT APPLICATION

### Definitions/Instructions

**Capital Improvement:** is an improvement, which permanently enhances the value of the property, is not merely routine repair or maintenance, and is recognized by the Internal Revenue Services for allowance and depreciation for Federal Income Tax purposes.

In addition to the percentage of rent increase and tax surcharge herein provided for, the landlord may seek additional rent for capital improvements made by him/her in the dwelling or attributable to the dwelling. The landlord shall compute the average cost of this improvement per year of useful life by dividing the cost of the completed capital improvement by the number of years of useful life of the improvement allowed by the Internal Revenue Service for said capital improvement, provided that said period shall not be less than one (1) year. No increase shall be permitted for capital improvements completed more than twenty-four (24) months prior to the date upon which notice to the Board of said improvements has been provided by the landlord.

The amount of the monthly increase which a landlord may charge shall be prorated among all tenants benefiting from said improvements by dividing one-twelfth (1/12) of the annual cost of the capital improvements by the total monthly rent roll of the units affected by the improvement in the dwelling, occupied or unoccupied, and that product shall be multiplied by the monthly rent paid by each tenant to establish the amount of capital improvement increase that each tenant shall be required to pay.

No tenant shall be liable for a capital improvement increase if he/she receives no benefit from the improvement, nor if he/she benefits, shall he/she be liable for an increase exceeding the percentage of rent paid by him/her as calculated above, and all such rent increase shall be charged for no period greater than the depreciation period of said improvements.

The landlord shall notify the Board and tenants at least thirty (30) days before the effective date of the increase. The notice to the Board shall, on forms provided by the Board, include the amount of increase, a description of the improvement, and the figures used to compute the increase. A rent amount must be listed for all apartments if vacant, owner occupied or occupied by a superintendent.

**DO NOT MAIL APPLICATION:** *Please call Pam Howard, Deputy Clerk and Rent Leveling Board Secretary at 732-988-5200, ext. 235, for a date to have your submissions reviewed. Please provide sufficient copies for all Board Members in addition to the filed original.*

**NEPTUNE TOWNSHIP RENT LEVELING BOARD**

P.O. Box 1125  
Neptune Township, NJ 07754-1125  
732-988-5200, Ext. 235

**CAPITAL IMPROVEMENT APPLICATION**

\_\_\_\_\_  
DATE APPLICATION ACCEPTED

1. NAME, ADDRESS, TELEPHONE NO. AND EMAIL ADDRESS OF OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. NAME, ADDRESS, TELEPHONE NO. AND EMAIL ADDRESS AND TITLE OF PERSON PREPARING THIS APPLICATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. ADDRESS OF SUBJECT PROPERTY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. NUMBER OF RESIDENTIAL UNITS: \_\_\_\_\_

5. NUMBER OF COMMERCIAL UNIT: \_\_\_\_\_ \*

\*THE COMMERCIAL RENTALS, IF APPLICABLE, OF SAID DWELLING CONSISTS OF \_\_\_\_\_ PERCENTAGE OF THE BUILDING.

\*WAS THIS PERCENTAGE DERIVED FROM THE INCOME FROM THE ENTIRE PREMISES, OR WAS THIS PERCENTAGE DERIVED FROM THE SQUARE FOOTAGE OF THE ENTIRE PREMISES?

EXPLAIN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF THE COMMERCIAL RENTALS OF THE BUILDING BENEFIT FROM THE CAPITAL IMPROVEMENT, SUBTRACT THE PERCENTAGE OF THE COMMERCIAL RENTALS FROM THE COST OF THE CAPITAL IMPROVEMENT.

**LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT**

**Property Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

6. DESCRIBE IN DETAIL THE CAPITAL IMPROVEMENT THAT WAS MADE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. HOW DOES THE TENANT(S) BENEFIT FROM THIS CAPITAL IMPROVEMENT?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. HOW MANY YEARS OF USEFUL LIFE WAS THIS CAPITAL IMPROVEMENT CLAIMED FOR INCOME TAX DEPRECIATION PURPOSES? OR WILL BE CLAIMED FOR? \_\_\_\_\_ YEARS.

9. THE COST OR PROJECTED COST OF THE CAPITAL IMPROVEMENT IS: \$ \_\_\_\_\_; DATE PAID, OR DATED PROJECTED TO BE PAID: \_\_\_\_\_.

10. DATED WORK BEGAN: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_.  
DATE WORK ANTICIPATED TO BEGIN: \_\_\_\_\_  
DATE WORK ANTICIPATED TO BE COMPLETED: \_\_\_\_\_  
(A CAPITAL IMPROVEMENT MUST COMMENCE AND BE COMPLETED AND PAID FOR NOT MORE THAN TWO (2) YEARS FROM THE DATE APPLICATION IS ACCEPTED BY THE NEPTUNE TOWNSHIP RENT LEVELING BOARD)

11. WITH YOUR APPLICATION, PLEASE ATTACH IN CHRONOLOGICAL ORDER, LEGIBLE COPIES OF ALL BILLS, RECEIPTS, STATEMENTS AND CANCELLED CHECKS. ANY CANCELLED CHECK MUST BE ATTACHED TO THE CORRECT BILL FOR THE CANCELLED CHECK. YOU SHOULD RETAIN THE ORIGINALS. YOUR APPLICATION WILL NOT BE ACCEPTED WITHOUT PROOF OF THE COST TO YOU FOR THE CAPITAL IMPROVEMENT.

(A) FOR APPLICATIONS BEFORE CONSTRUCTION, PLEASE PROVIDE COPIES OF ALL CONTRACTS AND COST PROPOSALS AS PART OF THE APPLICATION.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT, AS DESCRIBED IN THE RENT CONTROL ORDINANCE OF THE TOWNSHIP OF NEPTUNE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Petitioner:  
Print title of Petitioner:

**LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT**

Property Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**It is understood that no tenant shall be charged for a capital improvement increase for any period greater than the depreciation period of the said capital improvement. The capital improvement increase is a separate increase, and shall not be included in the base rent when determining the annual increase for the following upcoming year.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Print name of Petitioner:  
Print title of Petitioner:

**It is understood that the landlord is responsible to give written notice to the Neptune Township Rent Leveling Board two (2) months prior to the end of the depreciation period, and he/she will cease to collect this capital improvement increase, and that he/she will notify each tenant of the effective date that the depreciation period ends.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Print name of Petitioner:  
Print title of Petitioner:

**LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT**

Property Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CAPITAL IMPROVEMENT APPLICATION CALCULATIONS**

1. COST OR ANTICIPATED COSTS OF CAPITAL IMPROVEMENT:  
\$ \_\_\_\_\_
  
2. LINE 1, LESS \$ \_\_\_\_\_ FOR COMMERCIAL RENTALS, EQUALS  
\$ \_\_\_\_\_ COST OF THE CAPITAL IMPROVEMENT FOR  
ALLOCATION TO RESIDENTIAL TENANTS.
  
3. YEARS OF DEPRECIATION OF CAPITAL IMPROVEMENT: \_\_\_\_\_
  
4. THE COST, OR ANTICIPATED COST, OF THE CAPITAL IMPROVEMENT  
DIVIDED BY YEARS OF DEPRECIATION IS \$ \_\_\_\_\_
  
5. LINE 4, DIVIDED BY 12 MONTHS EQUALS \$ \_\_\_\_\_, THE  
MONTHLY AMOUNT ALLOCATED FOR THE RESIDENTIAL TENANTS.
  
6. THE MONTHLY INCREASE AMOUNT DIVIDED BY THE TOTAL MONTHLY  
RENT ROLL ON PAGE 5 IN THE AMOUNT OF \$ \_\_\_\_\_  
EQUALS THE FACTOR: \_\_\_\_\_ %.

**(THIS PERCENTAGE FACTOR MULTIPLIED BY THE BASE RENT THAT  
EACH TENANT PAYS EQUALS THE CAPITAL IMPROVEMENT INCREASE  
ALLOCATED TO EACH TENANT.)**

LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

% FACTOR: \_\_\_\_\_

TENANT INFORMATION

TENANT'S FULL NAME	APT. #	PRESENT RENT	DATE OF LAST ANNUAL INCREASE	AMT. OF LAST ANNUAL INCREASE	CAP=15% OF PRESENT RENT	AMOUNT OF CAP. IMP. INCREASE DUE	NEW RENT

TOTAL \$ \_\_\_\_\_ THIS TOTAL IS NOT MORE THAN THE INCREASE AMOUNT ON PAGE 4 (Copy and add pages if necessary)

**LANDLORD APPLICATION FOR CAPITAL IMPROVEMENT**

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**LIST RENT INCREASES/DECREASES AND EFFECTIVE DATE**

<b>HARDSHIP</b>	_____	\$ _____	_____ %
	<b>Date</b>	<b>Amount</b>	<b>Percentage</b>
<b>CAPITAL IMPROVEMENT</b>	_____	\$ _____	_____ %
	<b>Date</b>	<b>Amount</b>	<b>Percentage</b>
<b>ANNUAL INCREASE</b>	_____	\$ _____	_____ %
	<b>Date</b>	<b>Amount</b>	<b>Percentage</b>
<b>OTHER</b>	_____	\$ _____	_____ %
	<b>Date</b>	<b>Amount</b>	<b>Percentage</b>

**FOR THE PURPOSE OF DETERMINING WHETHER THE RENT INCREASE EXCEEDS FIFTEEN PERCENT (15%) OF THE MONTHLY RENT, ALL THE INCREASES (ANNUAL RENT INCREASES) (CAPITAL IMPROVEMENTS) (LANDLORD HARDSHIPS) OCCURRING WITHIN TWELVE (12) MONTHS PRIOR TO THE EFFECTIVE DATE OF THE INCREASE IN THIS APPLICATION SHALL BE ADDED TO DETERMINE IF THE AMOUNT EXCEEDS FIFTEEN PERCENT (15%) OF THE PRIOR MONTHLY RENT.**