

NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA July 7, 2016 - 6pm

Ruth Johnson calls the meeting to order and requests the Secretary to call the roll:

ROLL CALL:

Connie Holmes _____ James Manning, Jr. _____ Morrel Massicot _____

Ruth Johnson _____ Catherine McAphee _____

Alternate #1 Jeff Klein _____

Flag Salute

Chairperson Johnson announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster on January 28, 2016 posting the notice on the Board in the Municipal Complex, and filing a copy of the said notice with the Municipal Clerk.

Consumer Price Index [May's price index was 263.310, area prices up 0.3 percent over the month and up to 0.9% over the year.

Action Items:

1. Approval of Minutes – June 2, 2016.

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;

McAphee _____; Klein _____

2. Resolution Marva Wright #16-08 vs Neptune Associates

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;

McAphee _____; Klein _____

3. Resolution Cleopatra McGrath #16-12 vs Neptune Associates

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;

McAfee _____; Klein _____

Old Business:

DISCUSSION ITEMS:

1. Hearing – Denise Tuesday, 16-14 vs Neptune Housing Associates
2. Hearing – Sue Johnson, 16-15 vs Neptune Housing Associates

PUBLIC PARTICIPATION:

ADJOURNMENT (Time): _____

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;

McAfee _____; Klein _____

NEPTUNE TOWNSHIP RENT LEVELING BOARD

Minutes – June 2, 2016

Ruth Johnson , Chairperson, called the meeting to order at 6:00 pm and requested the Secretary to call the roll. The following members were present: Morrel Massicot, James Manning, Jr, Ruth Johnson Catherine McAphee, Connie Holmes and Jeff Klein.

Mrs. Johnson stated adequate notice of this meeting as required by P.L. Chapter 231 has been provided by notice in the Coaster on January 28, 2016, which was posted on the bulletin board of the Municipal Complex and filing a said notice with the Municipal Clerk.

Mrs. Johnson announced that the Consumer Price Index [April's price index was 262.619, area prices up 0.4 percent over the month and up to 1.0% over the year].

APPROVAL OF MINUTES

Mrs. Holmes offered a motion, moved and seconded by Mr. Klein to approve the minutes of the meeting for April 7, 2016; all that were eligible to vote were in favor.

RESOLUTIONS

Mrs. Johnson offered a motion, moved and seconded by Mrs. Holmes to approve the following resolution; all were in favor.

RESOLUTION OF NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT COMPLAINT OF MARY EASON

WHEREAS, Mary Eason, residing At 2033 W. Lake Avenue, Neptune Township, New Jersey, filed a tenant Complaint on March 2, 2016, alleging an illegal increase in rent in violation of Section 4-30.2 of the Ordinance amending Chapter IV of the General Ordinance of the Township of Neptune creating Rent Control; Protective Tenancy and a Rent Leveling Board, and demanding relief pursuant to the aforesaid Ordinance for an illegal increase in rent; and

WHEREAS, a hearing on the aforesaid Complaint was heard on May 5, 2016 after appropriate notice was provided to the landlord by the Complainant, Mary Eason, pursuant to the notice and time requirements of the Neptune Township Rent Control Ordinance; and

WHEREAS, present at the hearing was the tenant, Mary Easton, but the landlord nor a representative was not present; and

WHEREAS, the tenant claimed an unfair and illegal lease renewal increase in rent of \$10.00 per month, showing that as a Section 8 Tenant, her HAP Payment was dropped from \$564.00 to \$554.00 due to the fact that there was an increase in income on the part of the tenant. The tenant is a Section 8 tenant, who receives her subsidy through the Neptune Township Housing Authority that pays under the new Lease Agreement \$554.00 per month of the total rent of \$975.00; with a balance now of \$421.00 being paid by the tenant, and it is alleged that the Housing Authority is requiring the additional \$10.00 increase to be paid by the tenant.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board, that based on the testimony and representations made by the respective parties, the Neptune Township Rent Leveling Board has made the following determination:

1. The Neptune Township Rent Leveling Board has factually determined that the Complainant had entered into a tenancy relationship at the subject premises on West Lake Avenue owned by Neptune Housing Associates for the time period necessary for filing this Complaint, and that the apartment complex owned by Neptune Housing Associates consists of a number of units allowing application of the Rent Control Ordinance.
2. The Rent Leveling Board has found that procedurally there was due process of law followed with the landlord properly served with the Complaint, as well as Neptune Township Housing Authority; though a representative from the Neptune Housing Authority was not present, nor did the Housing Authority contact the Board concerning an appearance. However, the attorney for the Rent Leveling Board did speak to the Executive Director, Bart Cook, concerning this particular Complaint.
3. The Board has factually determined that the tenant is a Section 8 subsidized tenant where a tenant is subject to public assisted housing based on tenant based qualifications of HUD. In other words, the tenant is a Section 8 Voucher Tenant in a private apartment complex, owned by Neptune Housing Associates, which clearly received federal subsidies in order to remain and continue under the present contract both with Neptune Housing Associates and with the Neptune Township Housing Authority. The Board has determined that pursuant to 24 C.F.R. Section 246.21 of the United States Code of Federal Regulations, entitled, "Local Rent Control," Federal Law preempts local Rent Control in subsidized, insured projects and Tenant Based Federal Subsidized Housing, and furthermore based on the New Jersey Supreme Court Case of Overlook Terrace Management, 71 N.J. 451 (1976), the Rent Control Board is preempted by Federal Statute in addressing rent increases such as the one which is the subject of this Complaint.
4. Therefore, the aforesaid Complaint is dismissed based on the Rent Leveling Board's lack of jurisdiction to hear the same.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the landlord, Neptune Housing Associates, LLC, through its attorney, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07112, and the tenant, Mary Eason, residing at 2033 W. Lake Avenue, Neptune Township, New Jersey 07753, with a written notice of this decision by copy of this resolution effective the date of execution of this resolution by supplying the same pursuant to the Rent Control Ordinance and that either the landlord or the tenant shall have a right within twenty (20) days of the date of receipt of the determination in accordance with the Rent Control Ordinance, Rules And Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: June 2, 2016

RUTH JOHNSON,
CHAIRWOMAN

ATTEST:

PAM HOWARD, Secretary

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Neptune Township Rent Leveling Board at a meeting held on June 2, 2016.

ATTEST:

PAM HOWARD, Secretary

Mrs. Johnson offered a motion, moved and seconded by Mrs. Holmes to approve the following resolution; all were in favor.

**RESOLUTION OF NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT
COMPLAINT OF LYNETTE THOMAS**

WHEREAS, Lynette Thomas, residing At 2009 W. Lake Avenue, Neptune Township, New Jersey, filed a tenant Complaint on March 3, 2016, alleging an illegal increase in rent in violation of Section 4-30.2 of the Ordinance amending Chapter IV of the General Ordinance of the Township of Neptune creating Rent Control; Protective Tenancy and a Rent Leveling Board, and demanding relief pursuant to the aforesaid Ordinance for an illegal increase in rent; and

WHEREAS, a hearing on the aforesaid Complaint was heard on May 5, 2016 after appropriate notice was provided to the landlord by the Complainant, Lynette Thomas, pursuant to the notice and time requirements of the Neptune Township Rent Control Ordinance; and

WHEREAS, neither the tenant, Lynette Thomas, nor the landlord nor a representative were present at the hearing; and

WHEREAS, the tenant claimed in her Complaint an unfair and illegal lease renewal increase in rent. The tenant is a Section 8 Tenant, who receives her subsidy through the Neptune Township Housing Authority, that pays \$662.00 per month of the total rent of \$975.00 with the balance paid for by the tenant, and it is alleged that there is an increase in the tenant's contribution; though the Housing Authority has advised the Rent Leveling Board Attorney that any increase in the total rent is being paid for by the Housing Authority; not the tenant, and the tenant was so advised previously by the Housing Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board, that based on the evidence before the Board and the representation by the Board Attorney, the Neptune Township Rent Leveling Board has made the following determination:

1. The Neptune Township Rent Leveling Board has factually determined that the Complainant had entered into a tenancy relationship at the subject premises on West Lake Avenue owned by Neptune Housing Associates for the time period necessary for filing this Complaint, and that the apartment complex owned by Neptune Housing Associates consists of a number of units allowing application of the Rent Control Ordinance.
2. The Rent Leveling Board has found that procedurally there was due process of law followed with the landlord properly served with the Complaint, as well as Neptune Township Housing Authority; though a representative from the Neptune Housing Authority was not present, nor did the Housing Authority contact the Board concerning an appearance. However, as aforesaid, the attorney for the Rent Leveling Board did speak to the Housing Authority, and in particular, Executive Director, Bart Cook, concerning this particular Complaint.
3. The Board has factually determined that the tenant is a Section 8 subsidized tenant where a tenant is subject to public assisted housing based on tenant based qualifications of HUD. In other words, the tenant is a Section 8 Voucher Tenant in a private apartment complex, owned by Neptune Housing Associates, which clearly received federal subsidies in order to remain and continue under the present contract both with Neptune Housing Associates and with the Neptune Township Housing Authority. The Board has determined that pursuant to 24 C.F.R. Section 246.21 of the United States Code of Federal Regulations, entitled, "Local Rent Control," Federal Law preempts local Rent Control in subsidized, insured projects and Tenant Based Federal Subsidized Housing, and furthermore based on the New Jersey Supreme Court Case of Overlook Terrace Management, 71 N.J. 451 (1976), the Rent Control Board is preempted by Federal Statute in addressing rent increases such as the one which is the subject of this Complaint.
4. Therefore, the aforesaid Complaint is dismissed based on the Rent Leveling Board's lack of jurisdiction to hear the same, and the tenant's failure to prosecute her case.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the landlord, Neptune Housing Associates, LLC, through its

attorney, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07112, and the tenant, Lynette Thomas, residing at 2009 W. Lake Avenue, Neptune Township, New Jersey 07753, with a written notice of this decision by copy of this resolution effective the date of execution of this resolution by supplying the same pursuant to the Rent Control Ordinance and that either the landlord or the tenant shall have a right within twenty (20) days of the date of receipt of the determination in accordance with the Rent Control Ordinance, Rules And Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: June 2, 2016

RUTH JOHNSON,
CHAIRWOMAN

ATTEST:

PAM HOWARD, Secretary

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Neptune Township Rent Leveling Board at a meeting held on June 2, 2016.

ATTEST:

PAM HOWARD, Secretary

Hearing – Marva Wright #16-08 vs Neptune Housing Associates

Andrew Sobel, attorney for Neptune Housing Associates was not in attendance for this hearing and neither was Avery Hoffman, Property Manager. Marva Wright who resides at 1516 Monroe Avenue, Apt. 16A, Neptune Township, New Jersey, filed a tenant Complaint on March 3, 2016, alleging an illegal rent increase and reduction in services (lack of heat or little to no heat).

Mrs. Wright testified that she received Section 8 and receives her subsidy through the Neptune Township Housing Authority that pays \$813.00 per month of the total rent of \$995.00; and she pays the balance. She stated the landlord has increased her rent and the Housing Authority will not authorize payment of the difference, nor will it allow her to pay the difference without losing her subsidy.

Neptune Township Rent Leveling Board heard Mrs. Wright's testimony regarding her complaint and made the following determination:

1. Mr. Anthony spoke with a representative of Neptune Housing Authority and was informed they will cover any increase in rent for Mrs. Wright. Therefore, the complaint as far as the rent increase was dismissed based on lack of jurisdiction.
2. In regards to reduced services in the form of lack of heat, the Board found that there was a lack of heat on March 6, 2015, and the landlord was notified the same day by the Neptune Township Police Department. The heat was restored within a reasonable time by 4 pm on the date of the complaint. All other allegations of lack of heat were submitted to the Board with insufficient evidence as to dates, times, length of times, temperatures and notification to the landlord. Therefore, the Board Found insufficient evidence to establish significant deficiencies as far as reduced heat for any additional days. The Board denied the entire complaint in this matter with regard to relief being sought.

Hearing – Cleopatra McGrath #16-12 vs Neptune Housing Associates

Cleopatra McGrath who resides at 1819 Bangs Avenue filed a tenant complaint on March 18, 2016 alleging a reduction in services.

Andrew Sobel, attorney for Neptune Housing Associates arrived five minutes into the hearing. In attendance with him was the custodian of the apartments.

Mrs. McGrath testified that since moving in her apartment the bathroom shower drips and leaks constantly and has caused mold to appear in the bathroom. The water also leaks into the downstairs apartment and in the past has caused the ceiling to collapse. She also states that you can smell mold throughout her house but more so in the bathroom and the kitchen. In the kitchen the water drips from the sink to under the cabinet. She went on to state that the cut off valves to the sink in the bathroom were missing and her tub was discolored and chipping. She stated that neither she nor her autistic daughter can sit down in the tub. They can only take a shower. She testified that her daughter's bedroom window is cracked and that there is no heat in the dining room. She stated that the floor in the kitchen is mismatched and the tiles were lifting and were not even. She stated she has made numerous complaints to the former property manager, Eli but they were never corrected. She stated she eventually filed a complaint with the

Code Enforcement Department. Mr. Sobel asked a few questions but the custodian did not supply any testimony.

The Neptune Township Rent Leveling Board heard Mrs. McGrath's testimony regarding her complaint and made the following determination:

The issue concerning the shower pipe leak was a significant deficiency in the unit, resulting in a reduced rental value from March 18, 2015 to June 2, 2016 and continuing until corrected at a reduced rental value of three percent (3%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day.

The issue concerning mold in the bathroom and kitchen was a significant deficiency in the unit, resulting in a reduced rental value from March 18, 2015 to May 15, 2016 at a reduced rental value of five percent (5%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day.

The bathroom sink cutoffs were not a significant deficiency. No reduced rental value.

The issue concerning the kitchen sink leak was a significant deficiency in the unit, resulting in a reduced rental value from March 18, 2015 to May 15, 2016 at a reduced rental value of three percent (3%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day.

The issue concerning the bathroom tub was a significant deficiency in the unit, resulting in a reduced rental value from March 18, 2015 to June 2, 2016 and continuing until corrected at a reduced rental value of ten percent (10%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day.

The issue concerning the bathroom tub was a significant deficiency in the unit, resulting in a reduced rental value from March 18, 2015 to June 2, 2016 and continuing until corrected at a reduced rental value of ten percent (10%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day.

The issue concerning the cracked bedroom window (child's bedroom) was a significant deficiency in the subject unit, resulting in a reduced rental value from March 18, 2015 to June 2, 2016 and continuing until corrected at a reduced rental value of one percent (1%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day.

The issue concerning the lack of heat in the dining room area was a significant deficiency in the subject unit, resulting in a reduced rental value from December 1, 2015 through March 31, 2016 of fifty percent (50%) of the percentage of the entire unit that did not have heat, or in this case, the dining room, representing twenty percent (20%) of the entire unit. Hence, a reduced rental value of twenty percent (20%) of the unit, and fifty percent (50%) of the twenty percent (20%) representing that portion of the unit without heat, or based on an apportionment of rent per day.

The floor having mixed match set of tiles was a significant deficiency in the unit, and that appropriate notice and lack of response did occur with regard to this deficiency, but found that between March 18, 2015 and May 15, 2016 when it was corrected, that there was no reduced rental value as a result of the deficiency. No credit was awarded.

The Board found no jurisdiction as far as the Certificate of Occupancy or CI not being issued because it was proven by Code Enforcement that a Certificate of Occupancy was issued at the time of occupancy.

PUBLIC PARTICIPATION

No comments

Mrs. Johnson offered a motion to adjourn the meeting, moved and seconded by Mrs. Holmes. All were in favor.

Pamela D. Howard
Secretary

RESOLUTION OF NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT COMPLAINT OF MARVA WRIGHT

WHEREAS, Marva Wright, residing at 1516 Monroe Avenue, Apt. 16A, Neptune Township, New Jersey, filed a tenant Complaint on March 3, 2016, alleging an illegal increase in rent in violation of Section 4-30.2 of the Ordinance amending Chapter IV of the General Ordinance of the Township of Neptune creating Rent Control; Protective Tenancy and a Rent Leveling Board, and further alleging reduction in services in violation of Section 4-30.9, entitled "Standards of Service" of the same Neptune Township Rent Control Ordinance, and demanding relief pursuant to the aforesaid Ordinance for the illegal increase in rent and reduction in services; and

WHEREAS, a hearing on the aforesaid Complaint was heard on June 2, 2016 after appropriate notice was provided to the landlord by the Complainant, Marva Wright, pursuant to the notice and time requirements of the Neptune Township Rent Control Ordinance; and

WHEREAS, present at the hearing was the tenant, Marva Wright, but the landlord, Neptune Housing Associates and its attorney, Andrew Sobel, Esq., though indicating he would be present, was not present and did not appear until after the hearing at 7 pm on the aforesaid date; the hearing beginning at 6 pm; and

WHEREAS, the tenant claimed an unfair and illegal lease renewal increase. The tenant is a Section 8 tenant, who receives her subsidy through the Neptune Township Housing Authority that pays \$813.00 per month of the total rent of \$995.00; with the balance paid for by the tenant, and it is alleged that the landlord has increased the tenant's rent and the Housing Authority will not authorize payment of the difference, nor will it allow the tenant to pay the difference without losing her subsidy; and

WHEREAS, the Neptune Township Rent Leveling Board, per the aforesaid Complaint, received the following grievance and request for relief with regard to reduced services:

1. The tenant was without heat on March 6, 2015 and made a Complaint to the Police Department who appeared and prepared a report indicating that responding officer, E. Amadruto, was advised of the heating situation and spoke to Keith Dupal, the Property Manager, who did indicate to the Police Officer that the heat was not working due to the "boiler shutting off" and indicated that he was to restart the heat. Said report would be submitted into evidence during testimony of the tenant as T-1.
 - a. The tenant admits that the heat was restored the same day by 4 pm.
 - b. The tenant further indicated in testimony that there were other dates where there was lack of heat or reduced heat, but had no evidence to back up the dates, times, length of times, notice requirements or temperature in the apartment.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board, that based on the testimony and representations made by the tenant, and the landlord absent, the Neptune Township Rent Leveling Board has made the following determination:

1. The Neptune Township Rent Leveling Board has factually determined that the Complainant had entered into a tenancy relationship at the subject premises

owned by Neptune Housing Associates for the time period necessary for filing this Complaint, which according to testimony by the tenant, was since December 3, 1980, and that the apartment complex consists of a number of units allowing application of the Rent Control Ordinance.

2. The Rent Leveling Board has found that procedurally there was due process of law followed with the landlord properly served with the Complaint, as well as Neptune Township Housing Authority; though a representative from the Neptune Housing Authority was not present, nor did the Housing Authority contact the Board concerning an appearance, but a representative from the Housing Authority did speak to the Rent Leveling Board Attorney and indicated that they would cover any increase in rent with regard to the subject property.
3. The Board has factually determined that the tenant is a Section 8 subsidized tenant where a tenant is subject to public assisted housing based on tenant based qualifications of HUD. In other words, the tenant is a Section 8 Voucher Tenant in a private apartment complex, owned by Neptune Housing Associates, which clearly received federal subsidies in order to remain and continue under the present contract both with Neptune Housing Associates and with the Neptune Township Housing Authority. The Board has determined that pursuant to 24 C.F.R. Section 246.21 of the United States Code of Federal Regulations, entitled, "Local Rent Control," Federal Law preempts local Rent Control in subsidized, insured projects and Tenant Based Federal Subsidized Housing, and furthermore based on the New Jersey Supreme Court Case of Overlook Terrace Management, 71 N.J. 451 (1976), the Rent Control Board is preempted by Federal Statute in addressing rent increases such as the one which is the subject of this Complaint.
4. Therefore, the aforesaid Complaint as it addresses rent increases, is dismissed based on the Rent Leveling Board's lack of jurisdiction to hear the same with regard to rent increases.
5. However, with regard to reduced services, the Board feels that the Federal Government has not preempted the Rent Leveling Board from hearing actions involving reduced services based on the case decision of Housing Authority v. Scott, 137 N.J. Super. 110 (App. Div. 1975), where the court indicated that tenants may enforce the implied warranty of habitability through all means available by law, including seeking an abatement of rent, which also applies to subsidized housing as well as market housing. Therefore, the Board did hear the Complainant's application with regard to reduced services.
6. In regard to reduced services in the form of lack of heat, the Board does find that there was a lack of heat on March 6, 2015, as attested to by the Neptune Township Police Department in a Police Report submitted into evidence as T-1. The Board finds that this Complaint is within the one-year Statute of Limitations imposed under the Board's Rules and Regulations, and finds that it is a significant deficiency. However, the Board finds that the landlord was put on notice the same day by the Neptune Township Police Department, and apparently the heat was restored by 4 pm, which appears to be within a reasonable time for the landlord address the significant deficiency. The Board

also finds that all other allegations of lack of heat were submitted to the Board with insufficient evidence as to dates, times, length of times, temperatures and notification to the landlord.

7. Therefore, the Board finds insufficient evidence to establish significant deficiencies with regard to accusations of reduced heat with regard to all dates, except for March 6, 2015, and finds that although there was a loss of heat on March 6, 2015 and that represented a significant deficiency on that date, that the landlord acted within a reasonable period of time to correct the situation, and that no relief can be awarded to the tenant at this time, and that the entire Complaint in this matter with regard to relief sought must be denied.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the landlord, Neptune Housing Associates, LLC, through its attorney, Andrew B. Sobel, Esq., of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07712, and the tenant, Marva Wright, residing at 1516 Monroe Avenue, Apt. 16A, Neptune Township, New Jersey 07753, with a written notice of this decision by copy of this resolution effective the date of execution of this resolution by supplying the same pursuant to the Rent Control Ordinance, and that either the landlord or the tenant shall have a right within twenty (20) days of the date of receipt of the determination in accordance with the Rent Control Ordinance, Rules And Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: July 7, 2016

RUTH JOHNSON,
CHAIRWOMAN

ATTEST:

PAM HOWARD, Secretary

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Neptune Township Rent Leveling Board at a meeting held on July 7, 2016.

ATTEST:

PAM HOWARD, Secretary

RESOLUTION'S

RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT'S COMPLAINT OF CLEOPATRA MCGRATH

WHEREAS, the Neptune Township Rent Leveling Board was presented with a complaint by CLEOPATRA MCGRATH, residing at 1819 Bangs Avenue, Neptune Township, New Jersey alleging reduction in services in violation of Section 4-30.9, entitled, "Standards of Service" of the Neptune Township Rent Control Ordinance, and an improper rent increase, and sought relief as a result thereof; and

WHEREAS, a hearing on the complaint was scheduled and heard on June 2, 2016, after service was made upon the landlord, namely, Neptune Housing Associates, LLC, 691 Elizabeth Avenue, Ste. 2, Newark, New Jersey, as submitted by the Complainant, within the time period prescribed by local ordinance; and

WHEREAS, on June 2, 2016, the Complainant, CLEOPATRA MCGRATH, appeared before the Neptune Township Rent Leveling Board and testified, and the attorney for the landlord, namely, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07712 appeared at 7 pm, approximately 5 minutes into the hearing, on behalf of the landlord and acknowledged service and receipt of the Complaint in this matter, and that the apartment complex is subject to rent control and the jurisdiction of the Rent Leveling Board; and

WHEREAS, the Neptune Township Rent Leveling Board, per the aforesaid Complaint, received the following grievances and requests for relief:

1. That the Complainant, since moving into the subject premises on or about April, 2014 at a present monthly rent of \$1,275.00 per month, has had a bathroom shower that drips and leaks constantly, allegedly causing mold in the bathroom area and leaking into the downstairs unit, which ultimately caused a ceiling to collapse. Exhibit T-1. The Complainant testified that she spoke to the Property Manager, Eli, at the time that she moved in and numerous times thereafter concerning the problem. The shower continues to leak to the present date, though the Complainant indicated it does not prevent her from taking a shower.
2. That the Complainant has smelled mold throughout the house, but especially in the bathroom and the kitchen area, where water has dripped from the kitchen sink into the cabinet area. Exhibit T-2. The Complainant claims that her 9 year old child, who is autistic, has suffered as a result of the alleged mold, and has seen a doctor who has prescribed Loratadine for her alleged reactions. The mold situation seems to have been corrected by May 15, 2016 when the kitchen sink was corrected and the Complainant has used bleach and other detergents to clear up the mold in the bathroom.
3. That the bathroom sink cutoff valves were missing for at least three days after a Notice of Violation was issued by the Code Enforcement

Department on March 23, 2016, (Exhibits T-3 A, B & C, and T-4) but was corrected after the three-day period. The Complainant admitted that there was no danger from the cutoff valves having missing fixtures, and the matter is now corrected.

4. That the kitchen sink leaked with regards to the under cabinet pipe, requiring the Complainant to place a container underneath the pipe to catch the water and remove the water on a weekly basis. This leak would ultimately result in alleged mold in the under sink area. This problem existed since the Complainant moved into the subject premises and the Property Manager at the time, Eli, was told from the beginning of occupancy through February, 2016 of the problem. Exhibit T-5. The leaky sink, which existed from the date of occupancy was corrected on May 15, 2016 by the landlord.
5. That the bathroom tub, since the first day of occupancy, was discolored and chipping, and through the landlord painted the tub once, the chipping continued within two weeks. The bathroom tub cannot be used for bath bathing by either the Complainant or her child, but has only been used as part of the shower since the beginning of occupancy. Exhibit T-6 A, B & C The Property Manager at the time, Eli, was notified upon occupancy and on number occasions thereafter, leading to the one time in which the tub was painted, unsuccessfully, but no final correction has been made to date.
6. That the Complainant's child's bedroom window, top portion, is cracked and has been cracked since initial occupancy of the premises. The Property Manager at that time, Eli, was advised and advised numerous times, promising to correct the same, but the same remains to the present date. Exhibit T-7.
7. That there is no heat in the dining room, resulting in the necessity of using an electric heater from March, 2015 through May, 2015 and December, 2015 through March, 2016. Complainant especially remembers extreme coldness two weeks in January through February, 2016 and March 27, 2016. Exhibit T-8 A & B and T-9 A, B & C. No relocation was necessary, but the Complainant has experienced high electric bills during the winter months, and the heating situation has not been corrected by the landlord to date.
8. That an allegation in the Complaint that the kitchen door needed fixing was incorrect, and withdrawn by the Complainant.
9. That the floor in the kitchen is mismatched and tiles uplifting and uneven. The Complainant notified the former Property Manager, Eli, when moving into the apartment, but the condition, despite numerous complaints, was not corrected until May 15, 2016. There have been no injuries reported, but the Complainant has suffered scratches on her feet as a result of the condition. Exhibit T-10 A, B & C.

10. That it is noted that a Notice of Violation and Order to Correct was issued by the Township Code Enforcement Department on March 23, 2016 requiring compliance by April 4, 2016 addressing the need for repair with regard to the kitchen sink, bathroom shower, the requirement of replacement of the bathtub and all fixtures associated therein; the correction of all cracked windows; peeling and cracked paint; exterior sanitation and addressing heat supply. Exhibit T-11. However, of all of these items that required compliance by April 4, 2016, the following items have not been corrected: bathroom tub; shower fixtures; bedroom window or heat.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board, that the Neptune Township Rent Leveling Board has found the following facts:

- i. That the Board finds that appropriate due process notice was given to the landlord. Appropriate notice was made in accordance with the law set forth more fully in the case of Ivy Hill Park, Section 3 v. Abutidze, 371 N.J. Super. 103 (2004), as acknowledged by the landlord's attorney, at the address provided to all tenants.
- ii. That the Neptune Township Rent Leveling Board has subject matter jurisdiction over the tenant and landlord, and the tenant/Complainant has been a tenant in the subject apartment complex, and the tenant/Complainant's unit is one of well over five (5) residential units in the apartment complex.
- iii. That the Complainant, Cleopatra McGrath, has occupied a unit at 1819 Bangs Avenue, Neptune, New Jersey, since April, 2014, at a present rent of \$1,275.00 per month, and although the Complainant alleged illegal rent increases, she reported in the beginning of the hearing that the rent increase issue has been resolved.

With regard to reduced services 1 – 10 above the Board finds:

1. The Board finds it is unrefuted that the shower pipe leak is a significant deficiency, that notice had been given to the landlord, but the landlord did not respond in a reasonable time and that the situation has not been corrected to date. The Board finds the condition existing since the time of occupancy, or based on our Statute of Limitations and the fact that the Complaint was filed on March 18, 2016, from March 18, 2015 to the present. Exhibit T-1
2. The Board finds that the mold condition in the bathroom and in the kitchen in the past represented a significant deficiency, and that the landlord was put on notice, but did not act in a reasonable fashion; though the mold condition has been alleviated as of May 15, 2016. T-2
3. That the Board finds that the bathroom sink cutoff valves is not a significant deficiency and is therefore not subject to relief. Exhibits T-3 A, B & C and T-4

4. That the Board finds that the kitchen sink leak with regard to the under cabinet pipe was a significant deficiency, and that the landlord was given notice but did not act in a reasonable fashion, and the condition existed from the time of occupancy or in the case of the allowed lookback from March 18, 2015 until it was corrected on May 15, 2016. Exhibit T-5
5. That the Board finds that the bathroom tub condition is a significant deficiency, and that the landlord had notice of the condition since the date of occupancy, and to date, has not reasonable responded and corrected the situation, and that the condition is subject to relief from March 18, 2015 to the present, and until corrected. Exhibit T-6 A, B & C
6. That the bedroom window crack is a significant deficiency, and that the landlord was put on notice at the time of occupancy and has not acted in a reasonable fashion to date, and that relief is appropriate from March 18, 2015 to the present date and until the condition is corrected. Exhibit T-7
7. That the Board finds that the lack of heat is a significant deficiency and that notice was given to the landlord and that the landlord has not acted in a reasonable fashion to correct the situation to date, and that the Complainant is entitled to relief from December, 2015 through March, 2016. Exhibit T-8 A&B and T-9 A, B & C
8. That the Board finds that the kitchen door issue was withdrawn.
9. That the Board finds that the floor mix-match was a significant deficiency due to the fact that it created a hazardous condition, and that the landlord was given notice and did not correct the situation until May 15, 2016, and that the condition existed from at least March 18, 2015 through May 15, 2016. Exhibit T-10
10. The Notice of Violation to be addressed below. Exhibit T-11

The Neptune Township Rent Leveling Board hereby finds that the above referenced reduced services represent a reduced rental value, as set forth below and that the Complainant, Complainant, Cleopatra McGrath, shall be entitled to credits towards rents due and owing in the future, as set forth below.

BE IT ORDERED AND DETERMINED, as follows:

1. The Board finds that the issue concerning the shower pipe leak was a significant deficiency in the subject unit, resulting in a reduced rental value from March 18, 2015 to June 2, 2016 and continuing until corrected at a reduced rental value of three percent (3%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day as follows:

Month	Apportionment of Rent Per Day	3% Reduced Rental Value Per Day	Total Number of Days	Credit
Mar 2015	\$41.13	\$1.23	14	\$17.22
Apr 2015	\$42.50	\$1.27	30	\$38.10
May2015	\$41.13	\$1.23	31	\$38.13
June2015	\$42.50	\$1.27	30	\$38.10
Jul, 2015	\$41.13	\$1.23	31	\$38.13
Aug 2015	\$41.13	\$1.23	31	\$38.13
Sep 2015	\$42.50	\$1.27	30	\$38.10
Oct 2015	\$41.13	\$1.23	31	\$38.13
Nov 2015	\$42.50	\$1.27	30	\$38.10
Dec 2015	\$41.13	\$1.23	31	\$38.13
Jan 2016	\$41.13	\$1.23	31	\$38.13
Feb 2016	\$43.96	\$1.32	29	\$38.28
Mar 2016	\$41.13	\$1.23	31	\$38.13
Apr 2016	\$42.50	\$1.27	30	\$38.10
May2016	\$41.13	\$1.23	31	\$38.13
Jun 2016	\$42.50	\$1.27	2	\$2.54
			TOTAL CREDIT	\$553.58

2. The Board finds that the issue concerning mold in the bathroom and kitchen was a significant deficiency in the subject unit, resulting in a reduced rental value from March 18, 2015 to May 15, 2016 at a reduced rental value of five percent (5%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day as follows:

Month	Apportionment of Rent Per Day	5% Reduced Rental Value Per Day	Total Number of Days	Credit
March, 2015	\$41.13	\$2.06	14	\$28.84
Apr 2015	\$42.50	\$2.12	30	\$63.60
May 2015	\$41.13	\$2.06	31	\$63.86
June 2015	\$42.50	\$2.12	30	\$63.60
July 2015	\$41.13	\$2.06	31	\$63.86
Aug 2015	\$41.13	\$2.06	31	\$63.86
Sept 2015	\$42.50	\$2.12	30	\$63.60
Oct 2015	\$41.13	\$2.06	31	\$63.86
Nov 2015	\$42.50	\$2.12	30	\$63.60
Dec 2015	\$41.13	\$2.06	31	\$63.86
Jan 2016	\$41.13	\$2.06	31	\$63.86
Feb 2016	\$43.96	\$2.20	29	\$63.80
Mar 2016	\$41.13	\$2.06	31	\$63.86
Apr 2016	\$42.50	\$2.12	30	\$63.60
May 2016	\$41.13	\$2.06	15	\$30.90

			TOTAL CREDIT	\$888.56
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3. As aforesaid, the bathroom sink cutoffs is not a significant deficiency. No reduced rental value.
4. The Board finds that the issue concerning the kitchen sink leak was a significant deficiency in the subject unit, resulting in a reduced rental value from March 18, 2015 to May 15, 2016 at a reduced rental value of three percent (3%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day as follows:

Month	Apportionment of Rent Per Day	3% Reduced Rental Value Per Day	Total Number of Days	Credit
Mar 2015	\$41.13	\$1.23	14	\$17.22
Apr 2015	\$42.50	\$1.27	30	\$38.10
May 2015	\$41.13	\$1.23	31	\$38.13
June 2015	\$42.50	\$1.27	30	\$38.10
July 2015	\$41.13	\$1.23	31	\$38.13
Aug 2015	\$41.13	\$1.23	31	\$38.13
Sep 2015	\$42.50	\$1.27	30	\$38.10
Oct 2015	\$41.13	\$1.23	31	\$38.13
Nov2015	\$42.50	\$1.27	30	\$38.10
Dec 2015	\$41.13	\$1.23	31	\$38.13
Jan 2016	\$41.13	\$1.23	31	\$38.13
Feb 2016	\$43.96	\$1.32	29	\$38.28
Mar 2016	\$41.13	\$1.23	31	\$38.13
Apr 2016	\$42.50	\$1.27	30	\$38.10
May2016	\$41.13	\$1.23	15	\$18.45
			TOTAL CREDIT	\$531.36

5. The Board finds that the issue concerning the bathroom tub was a significant deficiency in the subject unit, resulting in a reduced rental value from March 18, 2015 to June 2, 2016 and continuing until corrected at a reduced rental value of ten percent (10%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day as follows:

Month	Apportionment of Rent Per Day	10% Reduced Rental Value Per Day	Total Number of Days	Credit
Mar 2015	\$41.13	\$4.11	14	\$ 57.54
Apr 2015	\$42.50	\$4.25	30	\$127.50
May 2015	\$41.13	\$4.11	31	\$127.41
June 2015	\$42.50	\$4.25	30	\$127.50
July 2015	\$41.13	\$4.11	31	\$127.41
Aug 2015	\$41.13	\$4.11	31	\$127.41
Sep 2015	\$42.50	\$4.25	30	\$127.50
Oct 2015	\$41.13	\$4.11	31	\$127.41
Nov 2015	\$42.50	\$4.25	30	\$127.50

Dec 2015	\$41.13	\$4.11	31	\$127.41
Jan 2016	\$41.13	\$4.11	31	\$127.41
Feb 2016	\$43.96	\$4.40	29	\$127.60
Mar 2016	\$41.13	\$4.11	31	\$127.41
Apr 2016	\$42.50	\$4.25	30	\$127.50
May 2016	\$41.13	\$4.11	31	\$127.41
June 2016	\$42.50	\$4.25	2	\$ 8.50
			TOTAL CREDIT	\$1,850.42

6. The Board finds that the issue concerning the cracked bedroom window (child's bedroom) was a significant deficiency in the subject unit, resulting in a reduced rental value from March 18, 2015 to June 2, 2016 and continuing until corrected at a reduced rental value of one percent (1%) of the total base rent of \$1,275.00 per month, or based on an apportionment of rent per day as follows:

Month	Apportionment of Rent Per Day	1% Reduced Rental Value Per Day	Total Number of Days	Credit
Mar 2015	\$41.13	\$.41	14	\$ 5.74
Apr 2015	\$42.50	\$.43	30	\$12.90
May 2015	\$41.13	\$.41	31	\$12.71
June 2015	\$42.50	\$.43	30	\$12.90
July 2015	\$41.13	\$.41	31	\$12.71
Aug 2015	\$41.13	\$.41	31	\$12.71
Sep 2015	\$42.50	\$.43	40	\$12.90
Oct 2015	\$41.13	\$.41	31	\$12.71
Nov 2015	\$42.50	\$.43	30	\$12.90
Dec 2015	\$41.13	\$.41	31	\$12.71
Jan 2016	\$41.13	\$.41	31	\$12.71
Feb 2016	\$43.96	\$.43	29	\$12.76
Mar 2016	\$41.13	\$.41	31	\$12.71
Apr 2016	\$42.50	\$.43	30	\$12.90
May 2016	\$41.13	\$.41	31	\$12.71
June 2016	\$42.50	\$.43	2	\$.86
			TOTAL CREDIT	\$185.54

7. The Board finds that the issue concerning the lack of heat in the dining room area was a significant deficiency in the subject unit, resulting in a reduced rental value from December 1, 2015 through March 31, 2016 of fifty percent (50%) of the percentage of the entire unit that did not have heat, or in this case, the dining room, representing twenty percent (20%) of the entire unit. Hence, a reduced rental value of twenty percent (20%) of the unit, and fifty percent (50%) of the twenty percent (20%) representing that portion of the unit without heat, or based on an apportionment of rent per day as follows:

Month	Apportionment of Rent per Day	50% Reduced Rental Value Per Day of 20% of portion of apartment	Total Number of Days	Credit
Dec 2015	\$41.13	\$4.12	31	\$127.72
Jan 2016	\$41.13	\$4.12	31	\$127.72
Feb 2016	\$43.96	\$4.40	29	\$127.60
Mar 2016	\$41.13	\$4.12	31	\$127.72
			TOTAL CREDIT	\$510.76

8. As previously noted, the kitchen door issue was withdrawn by the Complainant.
9. The Board found that the floor having a mixed match set of tiles was a significant deficiency in the subject unit, and that appropriate notice and lack of response did occur with regard to this deficiency, but found that between March 18, 2015 and May 15, 2016 when it was corrected, that there was no reduced rental value as a result of the deficiency and therefore, provided no credit with regard to the floor deficiency.
10. The Board found no jurisdiction with regard to the Certificate of Occupancy or CI not being issued at the time of occupancy and in any case, it was demonstrated by Code Enforcement that a Certificate of Occupancy was issued at the time of occupancy.

Total credits due and owing as to all of the aforesaid deficiencies noted by the Board are as follows:

DEFICIENCY	AMOUNT OF CREDIT
Shower pipe leak	\$553.58
Mold issues	\$888.56
Kitchen sink leak	\$531.36
Bathroom tub	\$1,850.42
Cracked window	\$185.54
Heat issue in dining room	\$510.76
TOTAL CREDITS	\$4,520.22

The aforesaid total credits shall be applied to the month of August, 2016 of \$1,275.00; the month of September, 2016 of \$1,275.00; the month of October, 2016 of \$1,275.00 and the month of November, 2016 in the amount of \$695.22. That is, of the total rent due and owing for August through November, the Complainant shall only owe \$695.22 for the month of November, 2016.

IT IS FURTHER ORDERED AND DETERMINED at follows:

1. That with regard to the shower pipe leak issue, should the landlord not correct the same as set forth above, and if it has not been corrected since June 2, 2016, the Complainant shall continue to receive a three percent (3%) credit on rent for each and every day after June 2, 2016 that the shower pipe leak has not been remediated, and the Complainant may take said credits in addition to those already provided by this resolution by deducting such credits, if any, beginning in August 1, 2016.
2. That with regard to the mold issue, the Complainant has indicated that the mold situation was remediated or is not noticeable as of May 15, 2016, so that should additional mold issues arise, a separate and new Complaint would have to be filed by the Complainant.
3. That the cut-off valves were corrected, and therefore, the Board found no reduced rental value so therefore no continued relief is available.
4. That with regard to the kitchen sink leak, the Complainant indicated that the deficiency was remediated by May 15, 2016 and therefore, should a new leak arise, the Complainant would be required to file a new Complaint.
5. That in regard to the bathroom tub issue, should the landlord not correct the tub situation as set forth above, and if it has not been corrected since June 2, 2016, the Complainant shall continue to receive a ten percent (10%) credit on rent for each and every day after June 2, 2016 that the bath tub issue has not been remediated, and the Complainant may take said credits in addition to those already provided by this resolution by deducting such credits, if any, beginning in August 1, 2016.
6. That with regard to the cracked bedroom window issue, should the landlord not correct the window situation as set forth above, and if it has not been corrected since June 2, 2016, the Complainant shall continue to receive a one percent (1%) credit on rent for each and every day after June 2, 2016 that the bath tub issue has not been remediated, and the Complainant may take said credits in addition to those already provided by this resolution by deducting such credits, if any, beginning in August 1, 2016.
7. In regard to the heat situation, the Board had found the heat situation remediated as of the end of March, 2016 and under State Law, heating requirements ended May 1, 2016. Therefore, should there be a continued heat issue beginning October 1, 2016, the Complainant will have to file a new Complaint with regard to any such deficiency.
8. As aforesaid, the kitchen door matter was withdrawn.
9. As aforesaid, the Board did not find reduced rental value with regard to the floor mix match and therefore no continued relief is available.
10. As aforesaid, the Board did not find jurisdiction with regard to the Certificate of Occupancy issue, and therefore, there is no continued relief.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the landlord, Neptune Housing Associates, LLC, through its attorney, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07712, and the tenant/Complainant, CLEOPATRA MCGRATH, 1819 Bangs Avenue, Neptune Township, NJ 07753, with a written notice of this decision by copy of this resolution effective the date of execution of this resolution by supplying the same pursuant to Ordinance and that either the landlord or the tenant/Complainant shall have a right within twenty (20) days of the date of receipt of the determination in accordance with the Neptune Township Rent Control Ordinance, Rules And Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: July 7, 2016

RUTH JOHNSON,
CHAIRWOMAN

ATTEST:

PAM HOWARD, Secretary

I hereby certify the foregoing to be a true copy of the resolution adopted by the Neptune Township Rent Leveling Board at a meeting held on July 7, 2016.

ATTEST:

PAM HOWARD