

**RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF  
TENANTS'S COMPLAINT OF MAURICE AND LEONIE EVERETT**

WHEREAS, the Neptune Township Rent Leveling Board was presented with a complaint by MAURICE AND LEONIE EVERETT, residing at 1514 Monroe Avenue, Apt. 22B 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 April 7, 2016, after service was made upon the landlord by Certified Mail/Return Receipt Requested, namely, Neptune Housing Associates, LLC, 691 Elizabeth Avenue, Ste. 2, Newark, New Jersey, as submitted by the tenants, within the time period prescribed by local ordinance; and

WHEREAS, on April 7, 2016 the Complainants, MAURICE AND LEONIE EVERETT, 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 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 tenants moved into the subject unit on December 1, 2014 and since December 1, 2015 through January 14, 2016 the bathroom toilet did not work in an efficient fashion, often staying open and running constantly, with the chain being fixed by the landlord only on January 15, 2016. Five days later, on January 20, 2016, the toilet broke down completely and clogged and would not flush, and remained in this condition without repair through March 22, 2016, during which time the Complainants had to use a bag to go to the bathroom, or use outside facilities. The toilet issue was corrected in part on March 23, 2016, but from that date, continued to have toilet chain problems similar to the initial problems of December, 2015 through January 2016 to the present date. The Complainants notified the landlord according to testimony on numerous occasions, mostly verbally, and in some cases by text messages, but actions by the landlord as noted above were either delayed or not totally fulfilled.
2. That the kitchen cabinets do not close, and the countertops and cabinets have wood damage and the countertops are rough and not finished, despite promises by the landlord's Property Manager from

the beginning of occupancy that new countertops that are finished would be delivered. The kitchen sink sprayer does not work, causing difficulties in using the sink. The landlord was notified of the above issues since the beginning of occupancy and promised to correct, but has not done so despite numerous verbal and text message notices.

3. That the kitchen sink does not work correctly, causing water to seep below the sink with the alleged development of mold or fungus. Complainants notified the Property Manager and in particular Eli Frischman less than five months ago, and continued to verbally notify the landlords Property Manager either by phone, text or in person at the office without correction.
4. That the bathroom tub backed up and continues to have trouble backing up since March 22, 2015 until December 31, 2015 when it was corrected by the Complainants, not the landlord. The Complainants notified the Property Manager, Eli Frischman, and the landlord in general on numerous occasions verbally, left messages by voicemail and also spoke to an employee, Keith, but to date, no action has been taken by the landlord.
5. That the windows in the kitchen and bathroom are cracked and have been since the first day of occupancy. There have been text notices and verbal notices to both the prior Property Manager, Eli Frischman, and employee, Keith, but with no reaction.
6. That a panel in the bedroom door is falling off, and was defective from January 15, 2016 to March 22, 2016, when it was corrected. The landlord was notified, including Eli Frischman in the past, and Keith in the present concerning the matter.
7. That the Complainants discovered bed bugs and mice in March of 2015, and the Complainants admit that they never notified the landlord concerning the bed bugs, which were apparently eradicated by actions of the Complainants, but did notify the landlord concerning the mice issue and were given special tape strips to catch the mice, which seemed to work.
8. That the Complainants contend that they either had little or no heat in the months of January and February, 2016 in the bedrooms, bathroom and living room, and used space heaters to keep warm, and notified both Eli Frischman in January concerning the problem and later, Keith by verbal notification. The Complainants could not provide evidence concerning what the temperature was in the apartment during January and February, 2016, and did not move out of the apartment during that time.
9. That the parking lot was not shoveled during a snowstorm that occurred on the weekend of January 22, 2016 and that the parking lot was not cleared until Wednesday, January 26, 2016, when the tenants were able to leave for work. The landlord was notified of the condition on Monday, January 24, 2016.

During cross examination by the landlord's attorney, it was noted: that mold or fungus underneath the sink was never professionally tested to determine whether it is mold or fungus; the tenants did not have any evidence concerning the temperature in the unit during January and February, and that the tenants never lived outside of the apartment due to conditions except the first week they moved in in 2014, which is beyond the one year requirement for review by the Rend Board, and that there are forms in the office to proceed with a work order, but according to the Complainants, office hours are not posted and access is allegedly difficult.

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 by Certified Mail/Return Receipt Requested 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 tenants and landlord, and the tenants/Complainants have been tenants in the subject apartment complex since December 1, 2014, and the tenants/Complainants' unit is one of well over five (5) residential units in the apartment complex.
  - ii. That the tenants, MAURICE AND LEONIE EVERETT, have occupied a unit at 1514 Monroe Avenue, Apt. 22B, Neptune, New Jersey, and have since December 1, 2014.
1. The Board finds with regard to the bathroom toilet major significant deficiencies, varying in degrees of severity from running toilet on December 1, 2015 through January 14, 2016, total lack of use of the toilet from January 20, 2016 through March 22, 2016, and return of a problem with the chain and running of the toilet from March 23, 2016 to the present. It is clear that any tenant who cannot use the toilet or has difficulties using the toilet, and in this case allegedly had to use outside facilities or a bag has a vital facility which is severely deficient. The Board also finds that the Complainants made reasonable attempts to notify the landlord concerning this condition, and that the reaction by the landlord was unreasonably delayed and/or not appropriately corrected.
  2. That the Board finds that the kitchen cabinets and countertops, which existed the way they are now from the beginning of the tenancy, as well as the sink sprayer, is an inconvenience and a minor deficiency, but does not reach the level of significant deficiency providing for credits.
  3. That the Board finds that whatever leaking is occurring resulting in some sort of unnecessary growth or condition under the sink is a significant deficiency and has been for the last 8 months, which the Board determines to begin on September 1, 2015 and continues to the present date. The Board finds that the landlord was properly notified verbally, but did not respond and has not responded in a reasonable or effective manner to remediate the condition.
  4. That the Board finds sufficient evidence that the bathroom tub in the Complainants bathroom is a significant deficiency as it has experienced continued backup since March 22, 2015 through December 31, 2015 and that the matter has only been corrected by the Complainants, not the landlord, and that the landlord was provided with reasonable and sufficient notification, but has not to date, nor did he ever, provide a reasonable or effective response to remediate the condition.
  5. That the Board finds that there is unrefuted evidence that the kitchen and bathroom windows are cracked as a significant deficiency, as they

have been cracked since at least March 22, 2015 to the present, and that the landlord was notified of the same from the beginning and took absolutely not action to remediate the condition.

6. That the Board finds that the panel in the bedroom door panel issue was an inconvenience and aesthetically unpleasant, but not a significant deficiency. This is not a reduced service allowing for a reduced rental value.
7. That the Board finds the landlord was not notified of any bedbug situation, and therefore action cannot be taken by this Board concerning bedbugs. The Board also finds that the mice situation did exist, but was addressed by the landlord and apparently remediated within a reasonable amount of time in an effective manner.
8. That the Board finds insufficient evidence as to what the heat situation was in the subject unit, and finds no action can be taken at this time with regard to allegations of lack of heat in January and February, 2016.
9. The Board finds that in light of the requirements of local ordinance for shoveling, which indicates a certain period of time which snow must be removed by the owner/landlord, in light of the fact that the snow fell and stopped within a weekend and there was a State of Emergency declared by the Governor, which prevented certain services from being performed, and in light of the fact that the snow was finally plowed by Wednesday, approximately the third day after the snow ceased, that there is insufficient evidence to provide for credits for lack of snowplowing with regard to this particular snow event.

The Neptune Township Rent Leveling Board hereby finds that some of the above referenced reduced services represent a reduced rental value, as set forth below and that the tenants, Complainants, MAURICE AND LEONIE EVERETT, 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 bathroom toilet was a significant deficiency in the subject unit, though broken into different periods depending on severity. The bathroom toilet resulted in a reduction on rental value from December 1, 2015 to January 15, 2016 of five percent (5%) of the total base rent of \$1,050.00 a month or based on an apportion of rent per day for the month December, 2015 of \$33.87, and for January, 2016 of \$33.87 per day (through January 15) represents \$1.69 a day for the month of December, 2015 for a total credit of **\$52.39** and January, 2016 (through January 15) \$1.69 a day for a total credit of **\$25.35 for a total credit of \$77.74**

The Board finds increased severity of the significant deficiency on January 20 through March 22, 2016 when the toilet was not useable, and found a reduced rental value during that period of time of twenty-five percent (25%) or based on an apportion of rent per day for the month January, 2016 (11 days) of \$33.87, and for February, 2016 of \$36.21 per day (through January 15) represents \$33.87 a day for the month of March, 2016 (22 days) and at a reduction of 25%, represents \$8.47 a day for the month of January, 2016 (11 days) for a total credit of **\$93.17**; \$9.05 a day for the month of February, 2016 for a total

credit of **\$262.45**; \$8.47 a day for the month of March, 2016 (22 days) for a credit of **\$186.34**, representing a total credit of **\$541.96**.

The Board further found that the deficiency was reduced but not eliminated on March 22, 2016 and continues to the present at a five percent (5%) reduced rental value represents \$33.87 a day for the month of March, 2016 (9 days) and a reduction of 5% for the month of April, 2016 of \$35.00 per day (7 days), represents \$1.69 a day for the month of March, 2016 (9 days) for a total credit of **\$15.21**; \$1.75 a day for the month of April, 2016 (7 days) for a total credit of **\$12.25**; for a total credit of **\$27.46**.

Total credit for all toilet issues: **\$647.16**

2. Kitchen cabinets, countertops and sprayer – not significant deficiencies; no reduced rental value.
3. The Board finds that the issue concerning the kitchen sink was a significant deficiency in the subject unit, resulting in a reduction rental value from September 1, 2015 to April 7, 2016 and continuing until corrected at a reduced rental value of five percent (5%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of September, 2015 of \$35.00; October, 2015 of \$33.87, November, 2015 of \$35.00, December, 2015 of \$33.87; January, 2016 of \$33.87; for February, 2016, \$36.21 per day and for March, 2016, \$33.87 per day and for April, 2016, \$35.00 (7 days) and at a reduction of 5%, represents \$1.75 a day for the month of September, 2015 or **\$52.50**; \$1.69 a day for the month of October, 2015 or **\$52.39**; \$1.75 a day for the month of November, 2015 or **\$52.50**; \$1.69 a day for the month of December, 2015 or **\$52.39**; \$1.69 a day for the month of January, 2016 or **\$52.39**; \$1.81 a day for the month of February, 2016 or **\$52.49**; \$1.69 a day for the month of March, 2016 or **\$52.39** and \$1.75 per day for the month of April, 2016 (7 days) or **\$12.25**; for a grand total credit based on the bathroom sink deficiency of **\$379.30**.
4. The Board finds that the issue concerning the bathroom tub is a significant deficiency from March 22, 2015 to December 31, 2015 at a reduced rental value of ten percent (10%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of March, 2015 (9 days) of \$33.87 per day; April, 2015 of \$35.00; May, 2015 of \$33.87; June, 2015 of \$35.00; July, 2015 of \$33.87; August, 2015 of \$33.87 September, 2015 of \$35.00; October, 2015 of \$33.87, November, 2015 of \$35.00, December, 2015 and at a reduction of 10%, represents \$3.39 a day for the month of March, 2015 (9 days) or **\$30.51**; \$3.50 a day for the month of April, 2015 or **\$105.00**; \$3.39 a day for the month of May, 2015 or **\$105.09**; \$3.50 a day for the month of June, 2015 or **\$105.00**; \$3.39 a day for the month of July, 2015 or **\$105.09**; \$3.39 a day for the month of August, 2015 or **\$105.09**; \$3.50 a day a day for the month of September, 2015 or **\$105.00**; \$3.39 a day for the month of October, 2015 or **\$105.09**; \$3.50 a day for the month of November, 2015 or **\$105.00**; \$3.39 a day for the month of December, 2015 or **\$105.09**. The Board therefore finds a grand total credit based on the bathroom tub deficiency from March 22, 2015 through December 31, 2015 of **\$975.96**.
5. The Board finds significant deficiency with regard to cracked windows from March 22, 2015 (9 days) to the present, resulting in a reduction of rental value of one percent (1%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of March, 2015 (9 days) of \$33.87 per day; April, 2015 of \$35.00; May,

2015 of \$33.87; June, 2015 of \$35.00; July, 2015 of \$33.87; August, 2015 of \$33.87 September, 2015 of \$35.00; October, 2015 of \$33.87, November, 2015 of \$35.00, December, 2015 of \$33.87; January, 2016 of \$33.87; for February, 2016, \$36.21 per day and for March, 2016, \$33.87 per day and for April, 2016, \$35.00 (7 days) and at a reduction of 10%, represents \$.34 a day for the month of March, 2015 (9 days) or **\$3.06**; \$.35 a day for the month of April, 2015 or **\$10.50**; \$.34 a day for the month of May, 2015 or **\$10.54**; \$.35 a day for the month of June, 2015 or **\$10.50**; \$.34 a day for the month of July, 2015 or **\$10.54**; \$.34 a day for the month of August, 2015 or **\$10.54**; \$.35 a day a day for the month of September, 2015 or **\$10.50**; \$.34 a day for the month of October, 2015 or **\$10.54**; \$.35 a day for the month of November, 2015 or **\$10.50**; \$.34 a day for the month of December, 2015 or **\$10.54**; \$.34 a day for the month of January, 2016 or **\$10.54**; \$.36 a day for the month of February or **\$10.44**; \$.34 a day for the month of March, 2016 or **\$10.54** and \$.35 a day for the month of April, 2016 (7 days) **\$2.45**. The Board therefore finds a grand total credit based on the window deficiency of **\$131.73**.

6. The door panel issues was found to not result in reduced rental value; no credit.
7. Bed bug issue was never indicated to landlord and mice situation under control; no credit.
8. Not enough evidence with regard to lack of heat; no credit.
9. Snow situation was during a State of Emergency; no credit.

All of the aforesaid deficiencies found by the Board amount to **\$2,134.15** which will be applied to the reducing of rent for the month of June, 2016 as a full credit of **\$1,050.00**; a full credit for the month of July, 2016 of **\$1,050.00** and a partial credit in the amount of **\$34.15** for the month of August, 2016.

IT IS FURTHER ORDERED AND DETERMINED at follows:

1. That with regard to the toilet issue, should the landlord not correct the toilet situation as set forth above, and if it is not corrected after April 7, 2016, the tenants shall continue to receive a five percent (5%) credit on rent for each and every day since April 8, 2016 that the toilet situation has not been remediated, and the tenants may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
2. Kitchen cabinets, countertop, kitchen sprayer – no significant deficiency.
3. That with regard to the kitchen sink issue, should the landlord not correct the floor situation as set forth above, and if it is not corrected after April 7, 2016, the tenants shall continue to receive a five percent (5%) credit on rent for each and every day since April 8, 2016 that the kitchen sink situation has not been remediated, and the tenants may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
4. Bathroom tub issues – remediated by the Complainants.
5. That with regard to the cracked window issue, should the landlord not correct the window situation as set forth above, and if it is not corrected after April 7, 2016, the tenants shall continue to receive a one percent

(1%) credit on rent for each and every day since April 8, 2016 that the window situation has not been remediated, and the tenants may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.

6. Bedroom door issue; no continued credit.
7. Bed bugs; no continued credit. However, a new complaint is allowed with more sufficient evidence if the condition continues.
8. Heat; no continued credit. However, a new complaint is allowed with more sufficient evidence if the condition continues.
9. Snow removal; no continued credit.

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 tenants, MAURICE AND LEONIE EVERETT, 1514 Monroe Avenue, Apt. 22B, 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 tenants shall have a right within twenty (20) days of the date 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: May 5, 2016

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RUTH JOHNSON,  
CHAIRWOMAN

ATTEST:

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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 May 5, 2016.

ATTEST:

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PAM HOWARD, Secretary