NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA JUNE 6, 2019- 6pm

Naomi Riley, Chairperson calls the meeting to order and requests the Secretary to call the roll:

ROLL CALL:

Catherine McAphee _____Connie Holmes _____ James Manning, Jr. _____

 Ruth Johnson _____
 Naomi Riley _____
 Alternate #I Jeff Klein _____

Flag Salute

Chairperson Riley announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster, 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 [April's price index was 277.441, **Area prices up 0.3 percent over the month and 1.6 percent over the year**]

Action Items:

Approval of Minutes – May 2, 2019.

Offered by:_____ Seconded by:_____

Vote:

McAphee _____; Holmes _____; Manning _____; Johnson _____; Riley _____;

Klein _____

Resolutions

Resolution #19- 06 – Resolution of the Neptune Township Rent Leveling Board of Tenants Complaint of Jadus McIntyre.

Offered by:_____ Seconded by:_____ Vote:

McAphee _____; Holmes _____; Manning _____; Johnson _____; Riley _____;

Klein _____

DISCUSSION ITEMS:

A. TENANT COMPLAINT HEARING (S) -

#19-03 – ROSE SEWARD – Harlee Gardens

PUBLIC PARTICIPATION:

ADJOURNMENT (Time): _____

Offered by: _____ Seconded by: _____

Vote:

McAphee ____; Holmes ____; Manning ____; Johnson ____; Riley ____;

Klein _____

MINUTES

NEPTUNE TOWNSHIP RENT LEVELING BOARD

<u>Minutes – May 2, 2019</u>

Mrs. Riley called the meeting to order at 6:04 pm and requested the Secretary to call the roll. The following members were present: Ruth Johnson, Connie Holmes, Catherine McAphee, James Manning Jr., Naomi Riley and Jeff Klein.

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

Mrd. Riley announced the Consumer Price Index [March's price index was 276.570, area prices up 0.3 percent over the month and up 1.6% over the year].

APPROVAL OF MINUTES

Mrs. Johnson offered a motion, moved and seconded by Mrs. Holmes to approve the minutes of the meeting for April 4, 2019; all that were eligible to vote were in favor.

RESOLUTIONS

Mr. Manning offered the following resolution, moved and seconded by Mrs. Johnson:

Resolution #19-05

<u>RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF</u> <u>TENANT'S COMPLAINT OF RHONDA ROBINSON</u>

WHEREAS, the Neptune Township Rent Leveling Board was presented with a Complaint by RHONDA ROBINSON, residing at 3633 Highway 33, Apt. 295, 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 sought relief as a result thereof; and

WHEREAS, a hearing on the Complaint was scheduled and heard on April 4, 2019, after service was made upon the Landlord by Certified Mail/Return Receipt Requested, namely, J. B. Neptune Holdings, LLC, 3633 Highway 33, Suite 317, Neptune Township, New Jersey 07753, as submitted by the Tenant (hereinafter referred to as the "Complainant") within the time period prescribed by local ordinance; and

WHEREAS, on April 4, 2019 the Complainant, RHONDA ROBINSON, appeared before

the Neptune Township Rent Leveling Board and testified, and the Property Manager, Robert

Russo, appeared on behalf of the Landlord, J. B. Neptune Holdings, LLC, 3633 Highway 33,

Suite 317, Neptune Township, New Jersey 07753 and testified; and

WHEREAS, the Neptune Township Rent Leveling Board, per the aforesaid Complaint,

received the following grievances and requests for relief:

- 1. That the Complainant, who had been living in the subject unit since October, 2013 had lack of adequate heat, with temperatures at 65 degrees to 69 degrees from January 1, 2019 through February 2, 2019 in the kitchen and bedroom, with the heat on in the living room on and off at 70 degrees and the bathroom at 69 degrees, with general temperature approximately 65 degrees for the aforesaid period. The Complainant did not present any proof of what the actual temperature was at any point in time anywhere in the apartment and did not have evidence from Municipal Code Enforcement or witnesses.
- 2. That the electrical system with regard to the thermostats, which are in each room, did not work properly and caused the circuit breaker to cut off occasionally or cause variation of heat in each room; even though all thermostats were set at the same temperature. On both the heating and electrical system there was testimony which is unrefuted that the Landlord has acted to address these problems on a continuous basis, but the Complainant has not presented any witnesses concerning an electrical contractor or report to assist us in determining the electrical problem.
- 3. The Complainant complained that when the upstairs neighbor was using his washing machine it causes a rocking of the Complainant's apartment ceiling and other portions of the apartment. Testimony was unrefuted that the Office Manager appeared a number of times at the upstairs Tenant's apartment to determine the problem, and has been unable to determine any problem with regard to the washing machine or dryer.

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

1. 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 <u>Ivy Hill Park, Section 3 v. Abutidze, 371 N.J. Super.</u> 103 (2004), as acknowledged by the Landlord's attorney, at the address provided to all Tenants.

- 2. That the Neptune Township Rent Leveling Board has subject matter jurisdiction over the Complainant and Landlord, and the Complainant has been a Tenant in the subject apartment since October, 2013, and the Complainant's unit is one of well over five (5) residential units in the apartment complex.
- 3. That the Complainant, RHONDA ROBINSON, has occupied the unit at 3633 Highway 33, Apt. 295, Neptune Township, New Jersey, since October, 2013, and has experience heat, electrical and upstairs neighbor noise since at least January 1, 2019 and has been paying rent in the amount of \$1,020.00 a month and has notified the Landlord of the heating, electrical and neighborhood problems, and the Landlord has, on numerous occasions addressed said problems; though apparently has not found a satisfactory solution to any of them to date.
- 4. That the Board finds that the Complainant provided insufficient evidence as to the lack of sufficient heat in the subject property and even with her testimony indicated that the heat levels were between 65 and 70, which are at levels allowed by the State of New Jersey during the subject months, and therefore, find no basis for a reduction in services at this time with regard to heat, but encourages the Landlord to address the issue of multiple thermostats, and how to maintain heat evenly throughout the apartment unit.
- 5. That the Board finds that there was insufficient evidence establishing what the electrical problem was, but that one does exist; though no rental value can be determined, and finds that the Landlord needs to address the electrical problem in the near future by hiring an electrical contractor to address the wiring of thermostats, but cannot provide any relief in the form of reduced services to the Tenant at this time.
- 6. That the Board finds that the problem with the upstairs neighbor is one beyond the scope of the Board's ability to remedy and represents a contractual issue between the Tenant and the Landlord for peaceful and quiet habitation.

The Neptune Township Rent Leveling Board hereby finds that the above referenced

alleged reduced services do not represent a reduced rental value, as set forth above, and that the

Complainant, RHONDA ROBINSON, shall not be entitled to credits towards rents due and owing in the future or at present at this time.

IT IS FURTHER ORDERED AND DETERMINED, that no credits shall be assessed in favor of the Complainant due to the reasons set forth more fully above. However, it is strongly suggested that some of the deficiencies, though not significant or subject to sufficient evidence, may be more than merely inconveniences, and that the Landlord should correct and address those issues as soon as possible so as to avoid a future complaint with sufficient evidence on the part of the Complainant.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the Landlord, J. B. Neptune Holdings, through its Property Manager, Robert Russo, LLC, 3633 Highway 33, Suite 317, Neptune Township, New Jersey 07753, and the Complainant, RHONDA ROBINSON, 3633 Highway 33, Apt. 295, 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 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.

The resolution was adopted on the following vote: McAphee, Aye; Holmes, Aye; Manning, Aye; Johnson, aye; Riley, aye; Klein, Aye.

<u>TENANT COMPLAINT HEARING</u>

The hearing for (19-02) Jadus McIntyre, residing at 1516 Monroe Avenue, Apt. 19A, Neptune Township vs Harlee Gardens was held. Mr. McIntyre came before the Board for a reduction in services. His witness was Ms. Yolanda Brown. The landlord was not in attendance but proof was provided that notice was served.

Mr. McIntyre stated he had issues with his bathroom. The Bathroom floor has mold growing in the sheet rock and he's lived there since 1997. The leaks started to occur in June 2018. He stated there was mold in his son's bedroom and the hall closet. He reported it on October 12, 2018 and they responded on November 1st and paint treatment was put on top of the mold. He discussed the buckling of the floors.

Mr. Anthony questioned whether after the treatment did it remediate the problem.

Ms. Brown stated no because they had to do the floors three times.

Mr. Klein questioned whether there was a basement or crawl space below them.

Both Mr. McIntyre and Ms. Brown stated there was.

Mr. McIntyre and Ms. Brown provided photo's of the mold on the walls and on shoes. He also stated as a result of work performed in the kitchen to replace the flooring due to leaks mold, the kitchen floor was not properly repaired or replaced with regard to the subflooring, and trip hazards were still present.

Mr. McIntyre stated he felt the mold issue may be caused by improper dumping of sewer and water in the crawl space below the apartment. He stated he told the landlord about it and they had someone remove items as well as plastic bags from the crawl space and he did not believe they were certified. He's stated he's complained to Code Enforcement on numerous occasions and provided documentation.

The Board voted and agreed that there were leaks in the kitchen in June, 2018, but that the leaks were corrected.

The Board voted and agreed that as a result of leaks and improper disposal of water and sewerage, a mold condition had developed in all rooms in the apartment, especially the hallway closet, both bedrooms, the kitchen and bathroom and that complaints had been filed with the Code Enforcement Department of Neptune Township concerning these issues since June 13, 2018 with complaints and reports submitted by Code Enforcement and submitted into evidence as T-9; that the Landlord was contacted verbally through the Maintenance Department as early as June 13, 2018 with the last discussion on March 28, 2019, and that the Landlord has responded and provided some remediation, which appears to be insufficient and not certified as proper remediation for elimination of the mold, and that the Board finds that the mold condition has existed from as least June 13, 2018 to the present date, and proper notice was provided to the

Landlord and that the Landlord responded within a reasonable time but has not acted in a reasonable fashion to eliminate the condition.

The Board voted and agreed that the kitchen floor replacement as a result of both mold and leaks was appropriately reported to the Landlord and that the Landlord responded and did floor replacement, but said replacement has not been a reasonable replacement and the floor continues to be a hazard and a trip situation with possible mold in the subflooring with regard to the kitchen as reported by the Code Enforcement Officer of Neptune Township's Complaint of December 28, 2018 and February 28, 2019 submitted into evidence as T-9 and said conditions have existed since May 2, 2018.

The Board voted and agreed that the leaks in the bathroom and the replacement of the flooring was also a deficiency, but that the Landlord was notified and acted within a reasonable time period and has corrected and therefore is no longer an actionable matter.

The Board voted and agreed that the issue concerning mold is a significant deficiency in Mr. McIntyre's apartment and has existed throughout the unit resulting in a reduced rental value from June 13, 2018 to the present hearing date of May 2, 2019 and is continuing until corrected at a reduced rental value of 50% of the total base rent of \$1,022.00 per month or based on an apportionment of rent per day.

The Board voted and agreed that the issue concerning mold is a significant deficiency in the apartment and the tenant shall continue to be entitled to a credit of \$478.00 for the month of May, 2019 and \$511.00 per month thereafter (apportioned per day) continuing until said mold has been totally eradicated by the Landlord by a certified remediation.

The Board voted and agreed the issue concerning improper flooring in the kitchen is a significant deficiency in the apartment and has existed throughout the unit resulting in a reduced rental value from May 2, 2018 to the present hearing date of May 2, 2019 and is continuing until corrected at a reduced rental value of 5% of the total base rent of \$1,022.00 per month or based on an apportionment of rent per day

The Board agreed that the issue concerning the kitchen floor is a significant deficiency in the apartment and the tenant shall continue to be entitled to a credit of \$48.00 for the month of May, 2019 and \$51.00 per month thereafter (apportioned per day) continuing until said kitchen floor issue has been totally remediated by the Landlord.

The noted deficiencies noted will result in continued credits until eradicated by the Landlord with proof of remediation and correction to the Board by separate application by the Landlord.

Mr. McIntyre has not paid four (4) month's rent, therefore the Landlord will be entitled deduction of \$4,088.00.

The Board made a motion to close the hearing; offered by Mrs. Riley, seconded by Mrs. Johnson; all were in favor. The Board recommended postponing the second hearing until the next meeting on June 6th.

PUBLIC HEARING

NONE

Mr. Manning offered a motion to adjourn the meeting, moved and seconded by Mrs. Johnson; all were in favor.

RESOLUTIONS

Resolution #2019-06

<u>RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF</u> <u>TENANT'S COMPLAINT OF JADUS McINTYRE</u>

WHEREAS, the Neptune Township Rent Leveling Board was presented with a complaint by JADUS McINTYRE, residing at 1516 Monroe Avenue, Apt. 19A, 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 sought relief as a result thereof; and

WHEREAS, a hearing on the complaint was scheduled and heard on May 2, 2019, after service was made upon the Landlord, namely, Harlee Garden Neptune Housing, 4408 15th Avenue, Suite 192, Brooklyn, NY 11219, as submitted by the Complainant, within the time period prescribed by local ordinance; and

WHEREAS, on May 2, 2019, the Complainant, JADUS McINTYRE and witness YOLANDA BROWN, appeared before the Neptune Township Rent Leveling Board and testified, with no one appearing on behalf of the Landlord; and

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

- 1. That the Complainant's unit is one of 12 units in the apartment complex, and has lived in the complex since 1997 and has had complaints with the Township of Neptune Code Enforcement Department resulting in Notices of Violation since 2017 for various maintenance issues, and has during the time period allowed by the Rent Leveling Board Ordinance, had leaks in the bathroom since June of 2018 resulting in the buckling of the bathroom floor. The Complainant contacted the Landlord's representative by phone on June 11, 2018 concerning the aforesaid leak and the Landlord undertook repairs to the floor for two days starting June 15, 2018. Although the floor has been for the most part replaced, it still is soft and appears to not have been a complete repair; though the leaks in the bathroom have been stopped.
- 2. That the Complainant on October 12, 2018 noticed a leak in his son's bedroom and hallway closet. On November 1, 2018 the Complainant contacted the Landlord concerning a mold issue arising from the hallway closet and son's bedroom for which the Complainant provided photographs with regard to mold identified by the Board as T-1A,B,C&D, and further mold in Complainant's own bedroom, resulting in mold

showing up on Complainants stored shoes for which evidence was submitted in the form of photographs identified as T-7C&D is believed by the Complainant that as a result there is a mold problem throughout the apartment, and it was determined that the mold problem may be arising from the crawl space underneath the subject apartment, where the Landlord's representative admitted that plumbing was apparently being dumped in the crawl space instead of the sewer system. The Complainant has contacted the Landlord through the Maintenance Manager, Lester, on numerous occasions and since November 1, 2018 and there has been attempts made to remediate the mold issue by cleaning the closet and painting over the mold, but no evidence of effective remediation or hiring of a certified mold remediation contractor to remediate mold either in the apartment or in the crawl space. Conversations with the Maintenance Manager, Lester, continued through March 28, 2019 concerning the mold problem without complete remediation, and both Complainant's son and Yolanda Brown, who testified suffer from chronic asthma and have presented evidence of needing medical care for the same.

- 3. That the Complainant indicated that as a result of work performed in the kitchen to replace the flooring due to leaks and apparent mold, the kitchen floor was not properly repaired or replaced with regard to the subflooring, and trip hazards continue to the present day, as evidenced by photographs and exhibits submitted into evidence as T-2A,B; T-3A,B,C&D; T-4A,B,C&D; T-5A,B&C; T-6A,B,C&D; T-7A&B.
- 4. That the Complainant has complained that much of the mold issue may be caused by improper dumping of sewer and water in the crawl space below the apartment, which was brought to the attention of the Landlord and resulted in an non-certified company removing material from the crawl space in plastic bags, demonstrated by T-8A,B,C&D, but without proof of complete remediation.

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

 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 <u>Ivy Hill Park, Section 3 v. Abutidze</u>, 371 <u>N.J. Super.</u> 103 (2004), as indicated by certified mail receipts attached to the Complaint. 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, JADUS McINTYRE, has occupied a unit at 1516 Monroe Avenue, Apt. 19A, Neptune, New Jersey, since 1997, at a present rent of \$1,022.00 per month, and has alleged reduction in services not yet totally resolved.

With regard to reduced services above the Board finds:

- 1. The Board finds that it is unrefuted that there were leaks in the kitchen in June, 2018, but that the leaks were corrected.
- 2. The Board finds that apparently as a result of leaks and improper disposal of water and sewerage, a mold condition has developed in all rooms in the apartment, especially the hallway closet, both bedrooms, the kitchen and bathroom and that complaints have been filed with the Code Enforcement Department of Neptune Township concerning these issues since June 13, 2018 with complaints and reports submitted by Code Enforcement and submitted into evidence as T-9; that the Landlord was contacted verbally through the Maintenance Department as early as June 13, 2018 with the last discussion on March 28, 2019, and that the Landlord has responded and provided some remediation, which appears to be insufficient and not certified as proper remediation for elimination of the mold, and that the Board finds that the mold condition has existed from as least June 13, 2018 to the present date, and proper notice was provided to the Landlord and that the Landlord responded within a reasonable time but has not acted in a reasonable fashion to eliminate the condition.
- 3. The Board finds that the kitchen floor replacement as a result of both mold and leaks was appropriately reported to the Landlord and that the Landlord responded and did floor replacement, but said replacement has not been a reasonable replacement and the floor continues to be a hazard and a trip situation with possible mold in the subflooring with regard to the kitchen as reported by the Code Enforcement Officer of Neptune Township's Complaint of December 28, 2018 and February 28, 2019 submitted into evidence as T-9 and said conditions have existed since May 2, 2018.
- 4. That the Board finds that the leaks in the bathroom and the replacement of the flooring was also a deficiency, but that the Landlord was notified and acted within a reasonable time period and has corrected and therefore is no longer an actionable matter.

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, JADUS McINTYRE, 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 mold is a significant deficiency in the subject unit and has existed throughout the unit resulting in a reduced rental value from June 13, 2018 to the present hearing date of May 2, 2019 and is continuing until corrected at a reduced rental value of 50% of the total base rent of \$1,022.00 per month or based on an apportionment of rent per day as follows:

Month	Apportionment of	50% Reduced Rental	Total Number of	Credit
	Rent	Value	Days	(rounded to nearest dollar)
	Per Day	Per Day		uonar)
Jun	\$34.06	\$17.03	17	\$290.00
2018				
Jul	\$32.97	\$16.48	30	\$511.00
2018				
Aug	\$32.97	\$16.48	31	\$511.00
2018				
Sep	\$34.06	\$17.03	30	\$511.00
2018				
Oct	\$32.97	\$16.48	31	\$511.00
2018				
Nov	\$34.06	\$17.03	31	\$511.00
2018				
Dec	\$32.97	\$16.48	30	\$511.00
2018				
Jan	\$32.97	\$16.48	31	\$511.00
2019				
Feb	\$36.50	\$18.25	28	\$511.00
2019				
Mar	\$32.97	\$16.48	31	\$511.00
2019				
Apr	\$34.06	\$17.03	31	\$511.00
2019				
May	\$32.97	\$16.48	2	\$33.00
2019				
			TOTAL	

			CREDIT	\$5,433.00		
	That the Bo	pard finds that the above i		,		
	deficiency in the subject unit and the tenant shall continue to be entitled to					
	a credit of \$478.00 for the month of May, 2019 and \$511.00 per month					
	thereafter (apportioned per day) continuing until said mold has been					
	totally eradicated by the Landlord by a certified remediation.					
	2. The Board	finds that the issue conce	rning improper floorii	ng in the kitchen		
	is a significant deficiency in the subject unit and has existed throughout					
	the unit resulting in a reduced rental value from May 2, 2018 to the					
		ring date of May 2, 2019				
		ntal value of 5% of the tot		.00 per month or		
		n apportionment of rent po		P		
Month	Apportionment of	5% Reduced Rental	Total Number of	Credit		
	Rent	Value	Days	(rounded to nearest dollar)		
	Per Day	Per Day		,		
May	\$32.97	\$1.65	29	\$48.00		
2018						
Jun	\$34.06	\$1.70	30	\$51.00		
2018	+					
Jul	\$32.97	\$1.65	30	\$51.00		
2018	* 22.07		21	\$7 1.00		
Aug	\$32.97	\$1.65	31	\$51.00		
2018	\$24.06	\$1.70	30	\$51.00		
Sep 2018	\$34.06	\$1.70	50	\$51.00		
Oct	\$32.97	\$1.65	31	\$51.00		
2018	\$52.97	\$1.05	51	\$31.00		
Nov	\$34.06	\$1.70	31	\$51.00		
2018	ψ37.00	φ1.70	51	Φ51.00		
Dec	\$32.97	\$1.65	30	\$51.00		
2018	+ • - • •	+				
Jan 2019	\$32.97	\$1.65	31	\$51.00		
Feb	\$36.50	\$1.82	28	\$51.00		
2019						
Mar	\$32.97	\$1.65	31	\$51.00		
2019						
Apr	\$34.06	\$1.70	31	\$51.00		
2019						
May	\$32.97	\$1.65	2	\$3.00		
2019			momit			
			TOTAL	(10 00)		
			CREDIT	\$612.00		

That the Board finds that the above issue concerning the kitchen floor is a significant deficiency in the subject unit and the tenant shall continue to be entitled to a credit of \$48.00 for the month of May, 2019 and \$51.00 per month thereafter (apportioned per day) continuing until said kitchen floor issue has been totally remediated by the Landlord.

IT IS FURTHER ORDERED AND DETERMINED at follows:

- 1. That all of the aforesaid deficiencies noted above result in continued credits until eradicated by the Landlord with proof of such remediation and correction to the Board by separate application by the Landlord.
- 2. It is also noted that the Complainant has not paid four (4) month's rent, therefore the Landlord will be entitled deduction of \$4,088.00 from the above credit of \$6,045.00.
- 3. Total credits provided above = \$6,045.00, less the \$4,088.00 due and owing to the Landlord shall be deducted from each month's rent due and owing until the total credits (\$1,957.00) are exhausted. Thereafter, credits of \$562.00 (\$511.00 mold and \$51.00 floor, respectively) per month shall continue until complete remediation has occurred and has been demonstrated to the Rent Leveling Board, who shall have continuing jurisdiction over this matter.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the Landlord, Harlee Garden Neptune Housing, 4408 15th Avenue, Suite 192 Brooklyn, NY 11219, and the tenant/Complainant, JADUS McINTYRE, 1516 Monroe Avenue, Apt. 19A, 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: June 6, 2019

ATTEST:

NAOMI RILEY, CHAIRWOMAN

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 6, 2019.

ATTEST:

PAMELA D. HOWARD, SECRETARY