

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

