

NEPTUNE TOWNSHIP RENT LEVELING BOARD

Minutes – March 10, 2016

Ruth Johnson , Chairperson, called the meeting to order at 6:10 pm and requested the Secretary to call the roll. The following members were present: James Manning, Jr., Morrel Massicot, Ruth Johnson and Connie Holmes. Charles Woolfolk absent.

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 [January's Index was 263.342, up 0.2% over the month and up to 0.8% over the year].

APPROVAL OF MINUTES

Mr. Manning offered a motion, moved and seconded by Mrs. Holmes to approve the minutes of the meeting for January 7, 2016; all were in favor.

Hearing – Stacy Walker #16-01 vs Neptune Housing Associates

Andrew Sobel, attorney for Neptune Housing Associates was in attendance for this hearing. Also present was Stacy Walker who resides at 2016 Stratford Avenue and her witnesses Doug Proctor (2012 Stratford Avenue) and Paula Sloan (2020 Stratford Avenue). Mr. Sobel offered to give Ms. Walker another apartment with staff from the apartment complex assisting her in the move. Ms. Walker declined.

Ms. Walker and her witnesses provided testimony for her reduced service complaint and the Board finds that the issue of noise was a significant deficiency in the subject unit, resulting in reduction in rental value from December 1, 2015 through March 10, 2016 at a reduced rental value of twenty five percent (25%) of the total base rent stipulated between the landlord through his attorney and the tenant at \$1,100.00 per month, at a daily reduced rental value from December 1, 2015 to March 10, 2016, or based on apportioned rent per day for the month of December, 2015 of \$35.48 and January, 2016 at \$35.48, a apportioned rent in February, 2016 of \$37.93 and March, 2016 of \$35.48, a twenty five percent (25%) reduction in rental value represents the months of December, 2015; January, 2016; and March, 2016 (10 days) a credit of \$8.87 a day, and for the month of February, 2016 a credit of \$9.48 a day; for a grand total credit based on noise of \$913.56 (\$274.97, December, 2015; \$274.97, January, 2016; \$274.92, February, 2016; \$88.70, ten days of March, 2016). 2. The Board finds a significant deficiency with regard to the condition of the bathroom tub as testified to by the Complainant, resulting in reduced rental value that was subject to notification to the landlord who did not respond in a reasonable and efficient fashion, resulting in a reduced rental value of ten percent (10%) from January 21, 2016 to February 8, 2016, and three percent (3%) from February 9, 2016 to March 10, 2016, with a three percent (3%) reduction in rental value continuing if not corrected for all days for which such condition continues after March 10, 2016, which considering a rental amount chargeable to the tenant for each day in January, 2016 at \$35.48 a day and \$37.93 for each day in February and \$35.48 a day in March, 2016 (for 10 days) shall

result in a credit to the tenant from January 21 – January 31, 2016 of \$3.54 a day, or \$39.03 for the month of January; from February 1 – February 8 of \$3.97 a day, or \$30.34; from

February 9 – February 29, 2016 at a three percent reduction (3%) in rental value of \$1.14 a day, or \$23.94; and from March 1 – March 10 at a three percent reduction (3%) of \$1.06 a day, or \$10.64, for a total credit of \$103.95. 3. The Board finds that the lack of sufficient heat legally required by law is a significant deficiency resulting in rental value reduction for the months of January and February at fifty percent (50%) of the rental value; the base rent of \$35.48 a day in January, 2016 and \$37.93 a day in February; resulting in a credit for January 1 – 31, 2016 of \$17.74 a day, and a credit for February 1 – 29, 2016 of \$18.97 a day, or for a total credit of \$1,100.07. 4. The Board finds that the outdoor step deficiency represents a significant deficiency, resulting in reduced rental value of two percent of the base rent from May 1, 2015 through March 10, 2016 based on the base rent of \$1,100.00 per month, represents a credit for the month of May, 2015 of \$22.01, June, 2015 of 21.90; July, 2015 of \$22.01; August, 2015 of \$22.01; September, 2015 of \$21.90; October, 2015 of 22.01; November, 2015 of \$21.90; December 31, 2015 of \$22.01; January, 2016 of \$22.01; February of 2016 of \$22.04 and March, 2016 (ten days) of \$7.10 for a credit of \$226.90. 5. The Board finds that the broken window in the bedroom and bathroom represents a significant deficiency, resulting in a reduced rental value of one percent (1%) from the date of occupancy on December 1, 2015 through March 10, 2016, with a credit for the month of December, 2015 of \$10.85; the month of January, 2016 of \$10.85; the month of February, 2016 of 11.02 and the month of March (10 days) of \$3.50, for a total credit of \$36.22. 6. Total credits due and owing with regard to all of the aforesaid deficiencies noted by the Board amount to \$2,380.70, which will be applied to reduction of rent for the month of May, 2016 as a full credit of \$1,100.00; a full credit for the month of June in the amount of \$1,100.00 and a partial credit in the month of July, 2016 of \$180.70; that is no rent will need be paid for the months of May and June, 2016 and a partial credit in the month of July, 2016.

1. That with regard to the noise issue, should the landlord not correct the noise situation from March 11, 2016 through September 30, 2016, the tenant shall continue to receive a twenty-five percent (25%) credit on rent for each day in which the noise nuisance continues during the aforesaid months. It is, however, recognized that the landlord as of the day of the hearing offered the tenant reasonable relocation to another apartment of comparable size, location and price, and if the parties cannot resolve relocation issues or discontinue the noise issue by September 30, 2016, then all credits shall discontinue under this particular Order without prejudice. Should the noise situation cease at any time between March 11, 2016 and September 30, 2016, tenant may not take credits of twenty-five percent (25%) for those days in which no noise condition exists. 2. That should the landlord not correct the bathroom tub issue beyond March 10, 2016, the tenant shall be entitled to a credit of three percent (3%) of the base rent per day for each day in which the condition continues. 3. That if the landlord does not correct the heating situation anytime between March 11, 2016 through May 1, 2016, and during that time the heating situation is not in compliance with State Statute and local ordinance, the tenant shall have a right to a credit of the base rent of fifty percent (50%) for each day in which there is a heating violation. After May 1, 2016, and beginning October 1, 2016, should the heating condition still exist, the tenant shall have the right to file a new complaint for reduced services for heat violation after October 1, 2016. 4. That if the landlord does not correct the outdoor step issue after March 10, 2016, the tenant shall be entitled to a two percent (2%) credit of the base rent per day until the condition is corrected. 5. That if the

landlord does not correct the broken window condition after March 10, 2016, the tenant shall be entitled to a one percent (1%) credit per day for each day that the condition exists.

Mr. Manning offered a motion to close the hearing, moved and seconded by Mrs. Holmes; all were in favor.

The Board decided to reschedule Paula Sloan's hearing to March 30th at 6pm.

PUBLIC PARTICIPATION

There were none.

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

Pamela D. Howard

Secretary