

NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA NOVEMBER 3, 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 [September's price index was 264.602, area prices up 0.2 percent over the month and up 1.0 % over the year.

Action Items:

1. Approval of Minutes – October 13, 2016.

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; _____; Johnson _____; McAphee _____;
Klein _____

2. Approve Resolution Amending Rules and Regulations of the Rent Leveling Board

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; _____; Johnson _____; McAphee _____;
Klein _____

Old Business:

DISCUSSION ITEMS:

PUBLIC PARTICIPATION:

ADJOURNMENT (Time): _____

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Johnson _____; McAphee _____;

Klein _____

NEPTUNE TOWNSHIP RENT LEVELING BOARD

Minutes – October 13, 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: Ruth Johnson, Catherine McAphee, Connie Holmes, James Manning, Jr. and Jeff Klein. Morrell Massicot. was 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 [August's price index was 264.306, area prices up 0.2 percent over the month and up 1.1% over the year].

APPROVAL OF MINUTES

Mrs. Holmes offered a motion, moved and seconded by Mrs. Johnson to approve the minutes of the meeting for September 1, 2016; all that were eligible to vote were in favor.

RESOLUTIONS

Initially a motion failed to pass this resolution because both Mrs. Johnson and Mr. Klein were not in favor but after further discussion between Mr. Klein, Mrs. Johnson and Mr. Anthony the Board decided to revote and the vote was as follows: Mrs. Johnson offered a motion, moved and seconded by Mrs. Holmes to approve the following resolution; Holmes, aye; Manning, abstained; Johnson, aye; McAphee, aye; Klein, aye.

**RESOLUTION OF TENANT COMPLAINT
OF SUE JOHNSON**

WHEREAS, Sue Johnson (hereinafter referred to as “Complainant”) resides at 2009 Milton Avenue, Neptune, New Jersey, and filed a tenant complaint on August 3, 2016, under Case No. 16-17, alleging an illegal increase in rent in violation of Section 4-30.2 of the Township of Neptune’s Rent Control/Protective Tenancy Ordinance, and demanding relief pursuant to the aforesaid ordinance for an illegal increase in rent; and

WHEREAS, a hearing on the aforesaid complaint was scheduled and heard on September 1, 2016, after appropriate notice was provided to the Landlord by the Complainant

pursuant to the notice and time requirements of the Neptune Township Rent Control Ordinance;
and

WHEREAS, the Landlord, Neptune Housing Associates, was represented by legal counsel, Alvin Kim, Esq., of the Law Firm of Sobel Han, LLP, during said hearing, with the Complainant, Sue Johnson, present during the said hearing, and the Complainant provided testimony during the aforesaid hearing with an opportunity for cross-examination by the Board and the Landlord's attorney; and

WHEREAS, the issues raised in the aforesaid complaint were namely an alleged illegal rent increase, insufficient notice, and based on the testimony, the applicability of a Consent to Enter Judgment for Possession that was entered between the parties on July 15, 2016;
and

WHEREAS, the Complainant was paying a rent of \$979.00 per month, and during an eviction proceeding the parties reached a settlement with a rent increase effective August 15, 2016 at \$1,003.48.

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 moved into the subject unit in 2008 and was paying rent in 2014 in the amount of \$979.00, when the Complainant received a Notice to Quit and to Increase Rent from \$979.00 to \$1,003.48. Based on the testimony of the Complainant and the Complainant's son, Mario Johnson, apparently the increase never went into effect due to the fact that Complainant's son was serving as a manager at the subject property. In any case, the Landlord never enforced the increase, and allowed the Complainant to continue at \$979.00. Apparently upon the son being dismissed as the manager, the Landlord brought

an action for possession based on non-payment of part of the rent in the past; namely the difference between \$979.00 and \$1,003.48, as a result of the Notice to Quit and Increase Rent dated February 13, 2014, but never followed through until 2016. The Complainant, during a hearing with regard to possession and with Legal Aid Counsel reached an agreement and Stipulation by way of Consent to Enter Judgment whereby the Landlord apparently waived all past rent increases and late charges and legal fees in return for a new Lease Agreement beginning August 15, 2016 at \$1,003.48. It was clear that the Legal Aid Attorney was not aware of the existence of a Rent Control Ordinance in Neptune Township at the time of the settlement, and the Stipulation was not reviewed or approved as part of a hearing by the Court.

2. The Neptune Township Rent Leveling Board determined by motion and by a vote of 3 to 2 that the past rent increase cited in the Notice to Quit and to Increase Rent of February 13, 2014 was waived by the Landlord by its conduct in not enforcing the increase and allowing continuation of the rent due to the Complainant's son serving as a manager. The Neptune Township Rent Leveling Board further found by same motion that the Stipulation of Settlement reached between the parties by Consent to Enter Judgment was still subject to the Rent Control Ordinance of Neptune Township and was entered into illegally, since it circumvented the notice requirements and the increase of rent requirements of the Neptune Township Rent Control Ordinance. Therefore, the Rent Leveling Board moved not to recognize the Stipulation entered into between the parties.
3. As a result of the aforesaid position of the Neptune Township Rent Leveling Board, the Rent Leveling Board has factually determined that the proposed increase by the Landlord from \$979.00 to \$1,003.48 a month, for an increase of

\$24.48 was per month, was inappropriate and in violation of the Neptune Township Rent Control Ordinance. The Board finds that due to the proper reading of the New York/Northern New Jersey Consumer Price Index from April 1, 2015 to April 1, 2016, there should be a proposed increase as set forth more fully below:

Anniversary date of original tenancy relationship was reestablished by the Landlord as the first of August for Rent Control purposes only;

CPI published April 1, 2016 – 262.6.
CPI published January 1, 2015 – 259.9
Difference in CPI – 2.7
Percentage change per Rent Control Ordinance – 2.7 divided by 259.9 = .01
\$979.00 (current rent) x .01 = \$9.79 per month.
New rent rounded to the nearest dollar – is the past rent of \$979.00 + \$9.79 = \$988.79 or rounded off to <u>\$989.00</u> per month, which shall continue for no less than one year after appropriate notice is given to the Complainant.

4. The Neptune Township Rent Leveling Board hereby finds that the Board did have jurisdiction over the Landlord through service of process and subject matter jurisdiction with regard to the subject apartment unit being subject to the Rent Control Ordinance. The Board has made a determination that the appropriate rent increase is based on the traditional anniversary date of the first of August of each year as based on the history of the Landlord.
5. The Neptune Township Rent Leveling Board also found that notice was insufficient to the Complainant by the Landlord in that it was less than the sixty

(60) day requirement under the Ordinance, and therefore, the rent increase aforesaid will only be provided to the Landlord upon the requirement of the Landlord of 60 day's written notice to the Complainant of the increase set forth in this Resolution, with a demonstration of the formula for arriving at the aforesaid increase as set forth in this resolution.

IT IS ORDERED AND DETERMINED, that the Municipal Attorney is hereby authorized to provide the Landlord, Neptune Housing Associates, through its attorney, Alvin Kim, Esq., with a mailing address of Sobel Han, LLC, 120 Sylvania Avenue, Ste. 304, Englewood Cliffs, NJ 07632 and the tenant, Sue Johnson, at a mailing address of 2009 Milton Avenue, Neptune Township, New Jersey 07753, with written notice of the decision of the Neptune Township Rent Leveling Board effective the date of execution of this Resolution by supplying the Landlord and the tenant with a copy of the Resolution provided by the Board pursuant to Section 4-30.7 of the Rent Control Ordinance, and that the Landlord shall have the right of an appeal in writing of the Board's decision to the Neptune Township Committee within twenty (20) days of the date of receipt of the determination.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: October 13, 2016

RUTH JOHNSON,
CHAIRWOMAN

ATTEST:

PAM HOWARD, Secretary

DISCUSSION ITEMS

The Board discussed the proposed amendment to the Rent Control Ordinance – Hardship Application.

Mr. Klein stated they could not ask a person to purchase property with expenses to go up without them getting proper returns and suggested they have a two person committee to go over the ordinance and send suggestions to Mr. Anthony and then the entire Board could look at it.

Mr. Anthony stated the Board did not get involved with legislative changes. He stated he brought this to the Board because the ordinance was currently deficient.

Mr. Klein stated everything was being based on gross annual income and he did not feel that it was fair.

Mr. Anthony stated he wanted to make sure that the landlord could get a proper review.

Mr. Klein stated based on this the landlords would start to pocket the rent and the property would go down.

Mr. Anthony responded to Mr. Klein by stating there was no evidence to establish what he was saying was true.

An ongoing discussion continued between Mr. Anthony and Mr. Klein in which Mr. Klein stated he felt that rent increases should be 3% and Mr. Anthony stated that was not fair.

Mrs. Holmes stated rent control was a good thing because landlords were increasing rent by 35%/40% and that was why they were getting vacant properties.

Mr. Klein explained why homes were being abandoned in Asbury Park.

Mr. Anthony stated he wanted to make sure that they had sufficient information to hear the landlords case.

Mr. Manning stated he was not in support of changing the CPI component but would be willing to sit down with members and go over the ordinance.

Mr. Anthony informed Mr. Klein that he could go before the Township Committee and express his concerns and make his requests.

Mrs. Johnson clarified what she understood it to be.

Mr. Anthony stated he needed the form approved and the recommendation of the ordinance to the Township Committee.

Mrs. Holmes offered a motion to approve the form and recommend the ordinance to the Township Committee, moved and seconded by Mr. Manning. All were in favor with the exception of Mr. Klein who abstained.

Mr. Anthony requested the Secretary to attach the hardship form to the rules and regulations and post online.

PUBLIC PARTICIPATION

Bob Bowne, 23 Ocean Avenue, explained his living conditions and questioned whether he qualified for rent control/rent increases.

Mr. Anthony informed him that he did not fall under the guidelines for Rent Control but stated he could challenge his rent increase if he felt it was unconscionable.

Mr. Klein stated his landlord was not being outrageous in what she was asking for.

Mr. Anthony stated anything under 3% was fair.

There being no further comments, Mr. Manning offered a motion to adjourn the meeting, moved and seconded by Mrs. Holmes; all were in favor.

RESOLUTIONS

**RESOLUTION AMENDING THE RULES
AND REGULATIONS OF THE
RENT LEVELING BOARD**

WHEREAS, the present Rules and Regulations of the Neptune Township Rent Leveling Board were adopted on December 17, 2013, and there is a need to amend the Rules and Regulations to provide for a standardized Hardship Application Form to be used with regard to all Hardship Applications before the Rent Leveling Board of the Township of Neptune.

NOW, THEREFORE, BE IT RESOLVED, that the Neptune Township Rent Leveling Board of the Township of Neptune hereby amends the Rules and Regulations as set forth more fully in the attached copy of the Rules and Regulations to this Resolution, to provide for a standardized Hardship Application Form to be used with regard to all Hardship Applications, which is attached to the Rules and Regulations as Exhibit A, with a copy of the amended Rules and Regulations attached to the within Resolution as Exhibit A.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: November 3, 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 November 3, 2016.

ATTEST:

PAM HOWARD, Secretary

**RULES AND REGULATIONS OF THE
RENT LEVELING BOARD
OF THE TOWNSHIP OF NEPTUNE**

I. MEETINGS

A. The Rent Leveling Board [hereinafter “Board”] shall meet for one Agenda Meeting and one public meeting [hereinafter “Regular Meeting”] each month.

B. to convene a meeting of the Board, a quorum of the Board’s members must be present.

C. The Board may meet at such additional times as it deems necessary. Any such additional meetings shall be advertised by public notice in the official newspaper(s) of the Township and announced at the regularly scheduled meeting preceding the additional meeting.

D. The Agenda Meeting and Regular Meeting will be held in the Township Committee Chambers, on the second floor of the municipal building on the 1st Thursday of each month, with the Agenda Meeting commencing at 6 p.m., and the Regular Meeting commencing immediately thereafter.

E. All Regular Meetings and Agenda Meetings are open to the public and are subject to the Open Public Meetings Act, N.J.S.A. 10:4-12.

F. The Agenda Meeting shall be for the sole purpose of establishing the agenda for the following Regular Meeting and no formal determinations may be made thereat.

G. Executive sessions closed to the public are allowed only upon motion made and passed by the Board pursuant to and in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b) which provides specific items that can be discussed in closed session.

II. OFFICERS

A. The presiding officer of the Board shall be the Chair who shall preside at all meetings.

B. The duties of the Chair shall be as follows:

1. To preside at all meetings of the Board;
2. To sign all formal decisions and resolutions of the Board on behalf of the

Board;

EXHIBIT A

3. To ensure that the Rules and Regulations of the Board and the terms of the Neptune Township Rent Control Ordinance are observed and adhered to in the conduct of the business of the Board;

4. To perform all other duties incidental to the office of the Chair as may, from time to time, be required.

C. The Chair shall serve for the balance of the year of initial organization and thereafter serve for a term of one year, commencing with the organizational meeting each January and shall

serve until election or reelection of any particular chairperson to the Rent Leveling Board by the Board. There is no limitation of terms for the election or re-election of any particular Chair to the Rent Leveling Board by the Board.

D. The Chair shall be elected by majority vote of the Board at the initial organizational meeting and the annual reorganizational meeting of the Board each January. If no candidate for the office of Chair receives a majority of the Board's member's votes, a runoff election between the two members receiving the highest number of votes shall be held and the winner shall assume the office of Chair. If, because of a tie vote, two runoff candidates cannot be ascertained, the two candidates receiving the highest vote totals and having the longest term of service on the Board shall be runoff candidates.

E. In the absence of the Chair, the member present having the longest term of service on the Board shall preside.

III. ORDER OF BUSINESS

A. The order of business at the Board's Agenda Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;
3. Approval of minutes and any amendments thereto;
4. Reading of Consumer Price Index;
5. Old business: continuation of hearings on complaints previously filed and acted upon and other carry-over business;
6. New business: review of new complaints received by the Board;
7. Public participation;
8. Announcement of Decontrols;
9. Approval of vouchers;
10. Any other items before the Board;
11. Adjournment.

B. The order of business at the Board's Regular Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;
3. Establishment of Regular Meetings for the year at the Re-organization Meeting;
4. Appointment of Chairperson at the Re-organization Meeting;
5. Approval of minutes and amendments thereto;
6. Reading of Consumer Price Index;
7. Old business: continuation of hearings previously commenced on complaints filed and other continued business;
8. New business; hearing and adjudication of new cases based on complaints filed and other new business;
9. Discussion of other pertinent and timely matters raised by Board Members;
10. Hearing of public comments and questions;
11. Reading of decontrols;
12. Approval of vouchers;
13. Adjournment.

As appropriate, the Agenda for the Regular Meeting may designate matters under the categories of “Old Business” and “New Business”.

IV. TENANT’S COMPLAINTS

A. A tenant may institute a proceeding by signing a complaint and presenting it to the Board in person or by mail. This complaint shall be on the Board’s prescribed complaint form available at Township Hall and each filed complaint shall be numbered consecutively as received and filed. The complainant shall signify his intent to testify at the public hearing on the complaint and will sign any complaint submitted.

B. At the hearing on any complaint, the complainant shall be required to submit either copies of the written leases pertaining to the rented premises or other proof of present and previous rent charges. The original documents will be made available for examination and inspection and, if appropriate, entered into evidence at the public hearing.

C. The Board may, in its discretion, group similar complaints involving the same issues and landlord, in an effort to expedite disposition of cases.

D. For purposes of control, if a complaint is presented to the Board at its Regular Meeting, the date of said meeting shall be the filing date for the complaint. If a complaint is filed other than at a Regular Meeting of the Board, the filing date shall be the date in which the Board Secretary received the Complaint for filing.

E. No relief shall be granted by the Board to the extent that a complaint seeks relief for any period more than one year prior to the filing of the complaint.

V. LANDLORD’S APPLICATION

A. A landlord may apply to the Board for an additional rental increase based upon the grounds set forth in section 4 of the Ordinance.

B. The application may be presented to the Board during any Regular Meeting of the Board. The Board shall number the applications consecutively as they are received and filed.

C. The Board shall schedule hearing dates for applications received and advise applicant of said hearing date.

D. All Hardship Applications shall make use of the Hardship Application attached hereto as Exhibit A.

VI. BOARD INITIATED HEARINGS

A. Any board member may initiate a complaint by introduction of a motion which must be duly seconded and adopted by a majority of those members present.

B. Said motion shall include a statement of the pertinent facts warranting the initiation of the complaint and a hearing thereon.

C. Written notice of the action of the Board initiating a complaint and the stated facts thereof shall be provided to the landlord and any affected tenants. If, by virtue of the number of affected tenants, individual notice to tenants is not practicable, the Board shall, in its notice to the landlord, require the landlord to post a copy of the notice in a conspicuous public place at the premises, not later than fifteen (15) days preceding the date set forth in the notice for the hearing on the complaint.

VII. NOTICE

A. Tenant Complaint: Notice shall be served upon a landlord either personally or by Certified Mail/RRR along with a copy of the complaint and exhibits, if any, not less than fifteen (15) days prior to the scheduled hearing date.

B. Landlord Application: Upon the filing of an application by a landlord, notice shall be given the tenant(s) by Certified Mail/RRR or personal service within the fifteen (15) day time period, and per the requirements of Section VII, D below.

C. Upon initiation of a hearing by the Board, notice will be served upon the landlord and affected tenant(s) in the manner prescribed in VI. C. above.

D. Any notice required by this section shall include for each affected party a copy of the filed complaint or application and all attached exhibits that were part of the filed complaint or application and notice of the date, time and place that the matter is scheduled for hearing.

VIII. HEARING AND ADJUDICATION

A. The Board will not entertain any issues not in the written complaint or application.

B. A hearing on any complaint or application shall be opened by introduction of parties and their representatives, followed by identification of pertinent documents and other papers.

C. In connection with a landlord's application as provided in V. above, the following must be submitted by the landlord to the Board in addition to his application:

1. Legible profit and loss statement;
2. Balance sheet;
3. Copies of invoices and/or contracts evidencing major expenditures;
4. A computation of projected rent increases as authorized by the Ordinance for a twelve (12) month period (for purposes of this projection, a uniform lease expiration ate may be used);
5. A statement sufficient to identify expenses that may fall into the capital improvement category;
6. Seven (7) copies of each of the above;
7. Request for hearing (shall be made at least thirty (30) days prior to requested hearing date;
8. Proof of service upon tenants (may be provided at time of hearing);
9. Landlord's affidavit attesting to the accuracy of the profit and loss statement and the balance sheet submitted and that the line items contained therein are true and accurate.

D. In cases where a tenant's personal appearance at the hearing constitutes a hardship to the tenant/complainant, the Board may waive the requirement of personal appearance, provided the complainant has a personal representative with knowledge of the relevant facts appear and state the complainant's case, or the complainant has fully explained the case in writing in detail sufficient to permit the Board to render a decision.

E. The order of the proceedings shall be:

1. Opening statements;
2. Introduction of documents;
3. Examination of witnesses;
4. Cross examination of witnesses;
5. Questioning by Board members;
6. Presentation of exhibits;
7. Final summation.

The complainant or applicant shall proceed first. The order of presentation may be varied by the Board when it deems it advisable to do so.

F. Proceedings before the Board shall be informal in that strict adherence to the rules of evidence shall not be required provided, however, that in each instance, the evidence presented must be relevant to the issues before the Board.

IX. **DETERMINATIONS**

A. The Board shall send written notice of its final determination to the complainant and the landlord.

B. The Board shall provide the Governing Body with the determination of the Board when requested to do so.

C. All determinations of the Board shall be a matter of public record and shall be part of the minutes of the hearings.

X. **ENFORCEMENT OF BOARD DECISIONS**

A. In cases where a landlord or tenant is in willful wanton and intentional violation of a Board decision or in violation of any aspect of the "Open Housing Practices; Rent Control; Protective Tenancy" ordinance, the Board, by resolution, pursuant to Sections 4-32.1 and 4-32.2 of the Rent Control ordinance may make a recommendation to the Township Committee that the violation be prosecuted by the Township Code Enforcement Officer by signing a complaint within fifteen (15) days after Township Committee authorization by resolution.

B. Prior to any recommendation being made to the Mayor and Township Committee concerning a violation of a Board decision or a violation of the Rent Control ordinance, the Board shall authorize the Board Attorney to put the violating landlord or tenant on written notice of the alleged violation by mailing a letter by certified mail, return receipt requested, and regular mail to the violator and demand that the violator cease his violation within ten (10) days of receipt of the aforesaid notice or a time period that the Board Attorney feels would be reasonable under the circumstances with regard to cessation or remediation of the violation and should said violation not cease, or is remediated, within the time period prescribed by the notice the Board's recommendation may at that time be forwarded to the Mayor and Township Committee. The

Board may authorize the notice and recommendation to the Mayor and Township Committee simultaneously under the same resolution with the provision that the recommendation be made subject to the violator failing to cease his violation or failure to remediate within the time period prescribed by the notice.

C. The enforcement procedure stated in Paragraphs (A) and (B) above shall not be considered either exclusive or mandatory in nature and the Board may pursue any and all existing means of enforcement allowed by the Rent Control Ordinance and by law within the authority and powers granted to the Rent Control Board.

XI. DOCUMENTATION

A. Minutes will be recorded by the Board Secretary and shall be posted in Township Hall.

B. All Regular Meetings will be tape recorded to provide a verbatim account of said meetings.

C. The transcript of any hearing will be provided to anyone requesting it in writing. The request must be accompanied by a check or money order to cover the deposit required.

1. A one hundred (\$100.00) Dollar deposit is required for each tape hour of each transcript or that amount required by an outside contractor, if any, either contracted for by the Board or requestor.

2. The cost of a transcript will be \$7.50 per typed page or that amount required by an outside contractor, if any, either contracted for by the Board or requestor. The cost will be deducted from the deposit and adjustments made when the transcript has been compiled.

3. Additional copies of the transcript will be provided at a cost of fifty (\$.50) cents per page per copy or that amount required by an outside contractor, if any, either contracted for by the Board or requestor.

D. All matters coming before this Board, including but not limited to documents, evidence, testimony, applications, complaints, etc., shall be a matter of public record.

E. The Minutes of the Board shall be a permanent record of the Board and maintained on file at Township Hall for such time as the Governing Body or Township Clerk, as appropriate, shall determine, or as otherwise provided by law.

XII. DETERMINATION OF PROTECTED TENANT STATUS

All applications made to the Board for protected status under the Senior Citizen and Disabled Protected Tenancy Act [‘the Act’] shall be referred by the Board to the Board’s attorney for his review and determination of eligibility. If the Board attorney concludes that any application is incomplete, he shall notify the applicant in writing of the nature of the incompleteness and request that any information or documentation necessary to render the application complete be provided to him within the time prescribed by the Act. Upon receipt of a complete application, the Board attorney shall promptly review the application and supporting documentation and render a decision thereon concerning the applicant’s eligibility under the Act. The Board attorney’s decision concerning eligibility shall be made within the time prescribed by the Act, provided, however, that the Board attorney shall reduce his eligibility determination to the form of a written resolution which shall be presented to the Board for adoption as soon as

practicable and unless the Board adopts a resolution contrary to the Board attorney's determination, the eligibility determination of the Board attorney shall be deemed final for all purposes of the Act.

XIII. PROCEDURE FOR APPEALS

A. Time for appeal – Both landlord and tenant may appeal a decision, resolution or action of the Board within twenty (20) days from the date of the determination.

B. How to appeal – An appeal from a decision of the Board is taken by serving a copy of the Notice of Appeal and a Request for Transcript upon all parties appearing in the action and the Board with the original Notice of Appeal to the Mayor and Township Committee and the original Request for Transcript to the Secretary of the Board within the time period prescribed by XII. A.

C. Requirements of Notice of Appeal – The Notice of Appeal shall set forth the name of the party taking appeal (appellant) and his address or the address of his attorney, if represented, the names of all parties to the action and to the appeal, and shall designate the decision, action or rules appealed from with an attached copy of the written decision, action or rule or, if not in writing, description of the same.

D. Request for transcript – A request for transcript shall be filed not later than the time of the Notice of Appeal with the original filed with the Board's Secretary and a copy to all parties and to the Mayor and Township Committee. Said request for transcript shall state the names of all parties to the action, date or dates of hearing and be accompanied with a deposit as prescribed by XC(1). If no verbatim record was made the proceedings, the appellant shall within fourteen (14) days of the filing of the Notice of Appeal serve upon all parties a statement of the evidence and proceedings prepared from the best available sources including his recollection. The respondent may within fourteen (14) days after service, serve upon the Appellant, the Mayor and Township Committee and the Board any proposed objection or amendment. Within fourteen (14) days after objections have been filed or if no objection within sixty (60) days of the Notice of Appeal, the Board shall file with the Mayor and Township Committee its settled statement of proceedings and provide copies to all parties.

If a verbatim record made of the proceedings has been lost, destroyed or otherwise is unavailable, the Board will supervise the reconstruction of the record. In such a case, the Board's Secretary will advise the parties within fourteen (14) days of service of the request of transcript of the need to reconstruct the record. At such time, the applicant shall have fourteen (14) days to file his statement of evidence and proceedings prepared from the best available sources including his recollection. The respondent shall have fourteen (14) days after service of appellant's statement to service upon the appellant, Mayor, Township Committee and Board any proposed objections or amendments. Within sixty (60) days of the filing of the Notice of Appeal, the Board based on the statements, amendments and objections, if any, of the parties along with its own evidence and recollection shall submit to the Mayor and Township Committee with copies to the respective parties a written statement as to the reconstructed record of the hearing which is the subject of the appeal.

E. Decision of appeal – The Mayor and Township Committee shall hold a hearing on the appeal and schedule the same upon receipt of both the Notice of Appeal and transcript or statement or reconstruction of proceedings.

F. Copies of transcript or statement or reconstruction of proceedings – Appellant must provide an original and six (6) copies of the transcript, if available, to the Mayor and Township Committee with a copy to all parties in the action and a copy to the Board at his own cost and expense.

G. The Appellant shall provide all affected parties written notice of the appeal at least ten (10) days prior to the hearing before the Mayor and Township Committee by Certified Mail/RRR or personal service, which shall include the Notice of Appeal, the date, time and place of the hearing and shall indicate to the affected parties the availability of the transcript and all documentation utilized for the appeal at a location convenient, on site with regard to the apartment complex, which can be inspected by the affected party or for which copies can be purchased at a rate which is the same as that of the municipal rate for copies.

XIV. BOARD VACANCIES AND REMOVAL OF BOARD MEMBERS

Pursuant to N.J.S.A. 40A:9-12.1 the following grounds shall establish the existence of a vacancy on the Rent Leveling Board or the legal basis for seeking a removal of a Board member:

- A. Upon it's being so declared by judicial determination;
- B. Upon the filing by such member of his written resignation;
- C. Upon refusal of a person designated for appointment for such office to qualify or serve;
- D. Upon the determination of the appointment authority that such officer shall have become physically or mentally incapable of serving;
- E. Upon the death of such of such member;
- F. In this case of a member of the board without being excused by a majority of the authorized members of such body, failing to attend and participate at meetings of such body for a period of eight consecutive weeks or for four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period provided that such body shall notify the Township Committee of the Township of Neptune in writing of such determination; provided, further, that the Board may refuse to excuse only with respect to those failures to attend and participate which are not due to legitimate illness.
- G. Upon the removal of such officer for cause in accordance with the law or any other reason prescribed by law.

XV. RULES AND REGULATIONS

- A. A copy of these Rules and Regulations shall be filed with the Township Clerk.
- B. These Rules and Regulations may be amended by a majority vote of the Board.
- C. All amendments to these Rules and Regulations shall be presented at a Regular Meeting of the Board for public discussion and Board vote, prior to adoption.

Dated: October 17, 2013; amended November 3, 2016

NEPTUNE TOWNSHIP RENT LEVELING BOARD

25 Neptune Blvd.
Neptune Township, NJ 07753
732-988-5200, Ext. 235

HARDSHIP APPLICATION

Dear Owner/Agent:

Attached please find an application for a Hardship Rent Increase. The purpose of such an increase is to secure a "Fair Net Operating Income." The allowed net operating income is at least 40% of the gross annual income.

Please refer to Section 4-30.4, Chapter IV of the Code of Neptune Township for details regarding a Hardship Application. Please file your application with the Rent Leveling Board Secretary. Attach the following documentation to support your application:

DOCUMENTATION REQUESTED FOR THE 12 MONTH PERIOD COVERED BY THE APPLICATION

All documentation for income and expense should relate to the 12 month period prior to the filing of the application (applicable period).

CHECKLIST

1. Copies of deed, mortgage notes, amortization schedule/statement, loan or debt note and title closing statements. _____
2. Tenant's name, apt. #, phone #, number of rooms, and rent for each apartment. _____
3. Monthly rent collection for the applicable 12 month period. _____
4. Copies of real estate tax bills (copy of Tax Assessor's Notice and appeal Judgment, if any) for the applicable 12 month period. _____
5. Copies of water and sewerage bills for the applicable 12 month period. _____
6. Copies of insurance policy and bills for the applicable 12 month period. _____
7. Copies of gas and electric bills for the applicable 12 month period. _____
8. Copies of fuel bills for the applicable 12 month period. _____
9. Proof of payroll for the applicable 12 month period. _____
10. Copies of bills for all claimed expenses, eg. legal, accounting, condo maintenance fees, etc. for the 12 month period. _____
11. Proof of management fee or affidavit of management fee for the applicable 12 month period. _____
12. Proof of payment for all expenses claimed in this application. _____
13. Compilation statement of income & expenses for the subject property during the applicable 12 month period. (include rent from cell phone antennas, income from laundry room services, etc.) _____
14. Copies of Federal Tax Return (Schedule e) relating to the property for the preceding 2 years or the period of Ownership if the property is owned for less than 2 years. _____
15. Copy of sample notice sent to each tenant and affidavit stating that tenants were properly notified by agent or landlord and proof thereof (eg. Certified receipts, proof of mailing, tenant's signed acknowledgement). _____
16. Proof of substantial housing code compliance based on inspection conducted within 6 months prior to the filing of this application. _____
17. Certified appraisal report, where applicable. _____
18. Copy of last filed Landlord Registration. _____
19. Submit 5 sets of the application package to the Board Secretary. _____
20. For sole proprietorship and personal ownership bring official government (Federal, State) identification to the hearing. _____

EXHIBIT A

LANDLORD APPLICATION FOR HARDSHIP

Property Address: _____
City: _____ State: _____ Zip: _____

Landlord's Name and Address:

Name: _____

If business entity, provide name and title of responsible officer/member: _____

Also provide resolution appointing the individual to represent the entity in processing this application.

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax _____

Email: _____

Attorney/Agent's Name and Address:

Name: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax _____

Email: _____

Property Information:

Number of residential units: _____

Number of commercial units: _____

Total number of residential rooms _____

(If apartments have different number of rooms) Provide room count for eat apt. on Page 4.

Total square footage (for residential apartments only, and only if units vary in size and in room count, i.e., number of rooms in each apartment): _____ Square feet. Provide square footage information on Page 4.

Date of purchase: _____

Purchase price: _____

Mortgaged the amount of _____ at ____% for _____ years on a _____ year payout plan. The current mortgage amount/principal is \$ _____.

Property Address:

City: _____ State: _____ Zip: _____

PERIOD OF APPLICATION:

The owner/agent limits this application and its supporting documents to the income and expenses pertaining to the twelve (12) month period commencing on _____ and ending on _____.

(These dates should be the 12 months preceding the filing date of this Hardship Application).

OPERATING STATEMENT: (If application is for a condominium unit, provide the financials, income/expenses and supporting documentation for all the units you own in the condo complex).

1. Operating Expenses:

Property taxes (if not part of mortgage payment)	\$ _____
Water and sewerage	\$ _____
Insurance (if not part of mortgage payment)	\$ _____
Electricity & gas	\$ _____
Fuel	\$ _____
Repairs/maintenance (no capital improvement)	\$ _____
Condo maintenance fees	\$ _____
Payroll (Superintendent, etc.)	\$ _____
Legal fees	\$ _____
Accounting fees	\$ _____
Mortgage payment, possible interest and principal only	\$ _____
Management fee (5% of gross maximized annual income, see Ordinance)	\$ _____
Vacancy Rate Allowance (if any)	\$ _____
Other expenses (explain) _____	\$ _____
_____	\$ _____

Total Operating Expenses: \$ _____

2. Operating Income:

Residential rent (at full occupancy)	\$ _____
Commercial rent (at full occupancy)	\$ _____
Other income (explain) _____	\$ _____
_____	\$ _____

Total Operating Income: \$ _____

Operating Profit/loss (OP or OL) [circle one (total operating income Minus total operating expenses)] Express loss with a negative (-) sign/number. \$ _____

Property Address: _____
City: _____ **State:** _____ **Zip:** _____

Calculating Fair Net Operating Income: Fair Net Operating Income is the amount determined by subtracting reasonable and necessary operations expenses from gross annual income, which amount shall not be less than 40% of the gross annual income. Deduct all operating expenses allowed by the ordinance and law, excluding mortgage, principal or interest payments, depreciation or amortization, computed with the limitations allowed by the Ordinance and Rules and Regulations from gross annual income from the operations of rental property as defined by the Ordinance and Rules and regulations and determine Fair Net Operating Income. If less than 40% of gross annual income, determine difference in income from that determined and 40% and apportion over a 12 month period among the rental units within the property or building.

You may file written objection and supply your own documentation and proof. All objections and supporting documentation must be submitted to the Rent Leveling Board Secretary at least 5 days before the hearing date of the Rent Leveling Board. The landlord is to be given the opportunity to reply to your objection.

Because this application may involve certain legal issues, you are encouraged to seek the advise of a lawyer. Tenants may join together to seek legal representation. You may call Legal Services at 908-776-7733 or the Monmouth Bar Association at 732-431-5544.

Sincerely yours,

Agent's/Landlord's Signature _____ Date: _____

Agent's/Landlord's Name _____ Phone # _____

Address: _____ Email _____

City: _____ State _____ Zip Code _____

Property Address: _____

City: _____ **State:** _____ **Zip:** _____

CERTIFICATION IN SUPPORT OF APPLICATION

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

Having submitted this application and the require documentation, I hereby swear/affirm that to the best of my knowledge, all the information and attachments supplied are accurate and further that there is no attempt on my part to conceal any evidence that may have a bearing on this application.

I further swear/affirm that I am the owner, or the legitimate representative of the owner/owners and that I have been duly appointed to represent the owner/owners in the processing of this Hardship Application.

I also swear/affirm that I have served notice of this application upon each of the tenants as required by Section 4-30.4, Chapter IV of the Neptune Township General Ordinances, and I do hereby attach a true copy of said notice and proof of service to each of the tenants.

Landlord's/Agent's Signature:

_____ **Date:** _____

Landlord's/Agents name: _____

(print name)

SWORN AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20_____

SEAL

Notary Public _____

My Commission Expires: _____