

NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA JUNE 2, 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 #II 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 [April's price index was 262.619, area prices up 0.4 percent over the month and up to 1.0% over the year.

Action Items:

1. Approval of Minutes – May 5, 2016.

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;

McAphee _____; Klein _____

2. Resolution Mary Eason #16-06 vs Neptune Associates

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;

McAphee _____; Klein _____

3. Resolution Lynette Thomas #16-07 vs Neptune Associates

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;
McAfee _____; Klein _____

Old Business:

DISCUSSION ITEMS:

1. Hearing – Marva Wright, 16-08 vs Neptune Housing Associates
2. Hearing – Cleopatra McGrath, 16-12 vs Neptune Housing Associates

PUBLIC PARTICIPATION:

ADJOURNMENT (Time): _____

Offered by: _____ Seconded by: _____

Vote:

Holmes _____; Manning _____; Massicot _____; Woolfolk _____; Johnson _____;
McAfee _____; Klein _____

NEPTUNE TOWNSHIP RENT LEVELING BOARD

Minutes – May 5, 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, Ruth Johnson Catherine McAphee, Jeff Klein and Connie Holmes. James Manning, Jr

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 [March's Index was 261.508, up 0.2% over the month and up to 0.7% over the year].

APPROVAL OF MINUTES

Mr. Klein offered a motion, moved and seconded by Mrs. Holmes to approve the minutes of the meeting for April 7, 2016; all that were eligible to vote were in favor.

RESOLUTIONS

Mrs. Holmes offered a motion, moved and seconded by Mrs. Johnson to approve the following resolution; all were in favor.

RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT'S COMPLAINT OF REGINALD RAISIN AND DIANA CUROVIC

WHEREAS, the Neptune Township Rent Leveling Board was presented with a Complaint by REGINALD RAISIN and DIANA CUROVIC, residing at 2021 Milton Avenue, 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 7, 2016, after service was made upon the landlord by Certified Mail/Return Receipt Requested, namely, Neptune Housing Associates, LLC, c/o Avi Frischman, Neptune Housing Associates, 691 Elizabeth Avenue, Ste. 2, Newark, New Jersey 07112, as submitted by the tenants, (hereinafter referred to as the "Complainants") within the time period prescribed by local ordinance; and

WHEREAS, on April 7, 2016 the Complainants, REGINALD RAISIN and DIANA CUROVIC, failed to appear before the Neptune Township Rent Leveling Board to testify or otherwise prosecute their case, and the attorney for the landlord, namely, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07112 did appear on behalf of the landlord; and

WHEREAS, the Complainants did notify the attorney for the Rent Leveling Board that they intended to vacate the premises, and may have vacated the premises as of the time of the hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board, that the Neptune Township Rent Leveling Board has ruled as follows:

1. That the Board dismisses the Complaint of REGINALD RAISIN and DIANA CUROVIC for their failure to prosecute the Complaint filed in this matter, and further, if the Complainants had in fact vacated the unit, the Board no longer has jurisdiction for hearing this matter.

IT IS FURTHER RESOLVED 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 Complainants, REGINALD RAISIN and DIANA CUROVIC, at their last known address of 2021 Milton Avenue, 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.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: May 5, 2016

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 May 5, 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 THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT'S COMPLAINT OF DOMINIQUE TAYLOR

WHEREAS, the Neptune Township Rent Leveling Board was presented with a complaint by DOMINIQUE TAYLOR, residing at 1516 Monroe Avenue, Apt. 18B Neptune Township, New Jersey alleging reduction in services in violation of Section 4-30.9, entitled, "Standards of Service" of the Neptune Township Rent Control Ordinance, and an improper rent increase, and sought relief as a result thereof; and

WHEREAS, a hearing on the complaint was scheduled and heard on April 7, 2016, after service was made upon the landlord by Certified Mail/Return Receipt Requested, namely, Neptune Housing Associates, LLC, 691 Elizabeth Avenue, Ste. 2, Newark, New Jersey, as submitted by the tenant, within the time period prescribed by local ordinance; and

WHEREAS, on April 7, 2016 the Complainant, DOMINIQUE TAYLOR, appeared before the Neptune Township Rent Leveling Board and testified, and the attorney for the landlord, namely, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07712 appeared on behalf of the landlord and acknowledged service and receipt of the Complaint in this matter (Exhibit T-1), and that the apartment complex is subject to rent control and the jurisdiction of the Rent Leveling Board; and

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

1. That the tenant, since moving into the subject premises on or about December 1, 2015 at a monthly rent of \$1,050.00 per month, has had a bathroom tub that did not hold water, making bathing, rather than showering herself and her young child, almost impossible, and also the tub is subject to the chipping off of interior paint, and submitted into evidence pictures of the tub as Exhibits T-2 and T-3. Complainant testified that on numerous occasions she spoke to the Property Manager in December, 2015 and January, 2016 verbally, requesting that the tub issue be addressed, specifically texting Eli Frischman on January 11, 2016 with Eli, the Property Manager, indicating each time that he would take care of the problem, but did not. A photograph of the aforesaid text

submitted into evidence as Exhibit T-4. To date, the bathroom tub has not been repaired or remediated.

- a. Landlord's attorney raised a Motion of Objection to exhibits representing pictures and copies of text messages based on the position that the landlord's attorney was seeing the exhibits for the first time during the hearing, and was not provided the discovery earlier. The attorney for the Board noted that the Rules of Evidence are not strictly followed for the Rent Board as they might be before the Superior Court of New Jersey, that the landlord's attorney did not request discovery, and that in any case the Complainant's exhibit represented pictures of items that she was testifying about, and therefore represented demonstrative evidence.

Therefore, the landlord's attorney's Motion was denied.

2. That the bathroom tile floor is cracking and is not only unsightly, but dangerous to the Complainant and her young child. The Complainant said that the condition existed at the time she moved into the subject unit, and she spoke to Eli at that time and many times thereafter, but no action was taken to correct the situation.
3. That the bathroom sink does not function properly and has no means for retaining water, and is connected to cabinetry that is broken. The Complainant submitted as evidence pictures of the sink and cabinetry as Exhibits T-5 and T-6 respectively. The Complainant also indicated, as in the other cases, that she notified Eli, the Property Manager, when she first moved into the subject unit about the problem, and numerous times thereafter, but no action has been taken to date.
4. That the bathroom door has a hole, which makes opening and closing difficult, is aesthetically displeasing, and causes effort to close and open. The door has also existed in its present condition since the Complainant moved into the unit, and complaints have been made to the Property Manager (Eli Frischman) without success or correction to date. The Complainant submitted as evidence a picture of the aforesaid door as Exhibit T-7.
5. That the dining room window is and has been cracked since the Complainant moved into the subject unit, she has complaint to Eli Frischman about the same, and he has indicated continuously that the window would be fixed, but to date it has not been fixed. A picture of the aforesaid window was submitted as Exhibit T-8.

6. That there are no window guards on the upstairs bedroom windows for her young three year old child for protection as required by law.
7. That there are squirrels and opossums in the attic which causes a great deal of noise as identified as part of a Township of Neptune Code Enforcement Complaint filed March 11, 2016 and submitted into evidence as Exhibit T-9. It was not clear from the testimony whether the landlord was notified concerning the issue of the attic.

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

- i. That the Board finds that appropriate due process notice was given to the landlord. Appropriate notice by Certified Mail/Return Receipt Requested was made in accordance with the law set forth more fully in the case of Ivy Hill Park, Section 3 v. Abutidze, 371 N.J. Super. 103 (2004), as acknowledged by the landlord's attorney, at the address provided to all tenants.
 - ii. That the Neptune Township Rent Leveling Board has subject matter jurisdiction over the 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 tenant, Dominique Taylor, has occupied a unit at 1516 Monroe Avenue, Apt. 18B, Neptune, New Jersey, at a rent of \$1,050.00 per month since December 1, 2015, though it was determined that the Complainant received credit from the landlord for reasons which are unclear when she moved into the subject unit for the month of December, 2015; receiving one month's free rent, which she alleges was due to her delay in being provided the apartment from the time she submitted her application sometime in September, 2015, and the landlord argues that it was a credit due to the condition of the apartment.
1. The Board finds it is unrefuted that the bathroom tub and its inability to hold water to allow for the bathing of either the Complainant or her three year old child, who should not be subject to a shower over a bath, and the chipping of the tub represents a significant deficiency (T-2, T-3), which resulted in numerous complaints to the landlord's then Property Manager, Eli Frischman, verbally, and as evidenced by Exhibit T-4, without remediation to date.
 2. That the Board finds unrefuted evidence that the bathroom floor is cracked as set forth more fully in testimony, and is a significant deficiency and hazard to both the Complainant and her child, and that the tenant made numerous verbal complaints from the time she moved into the unit to the Property Manager, as well as an employee named Keith, without a

reasonable or effective response to remediate the condition, and which remains as such to date.

3. That the Board finds unrefuted evidence that the bathroom sink is a significant deficiency that does not operate as a sink should, and that the cabinetry holding the sink is damaged, and that numerous attempts to complain to the Property Manager and employees were made without any reasonable or effective response to remediate, and that the condition continues to the present date. (Exhibits T-5 and T-6)
4. That the Board finds that the door situation is not a significant deficiency, but merely an inconvenience or aesthetic issue. (Exhibit T-7).
5. That the Board finds unrefuted evidence that the dining room window (Exhibit T-8) is cracked, and may have been cracked since occupancy of the subject unit, and that the same is a significant deficiency. The Board finds that the Property Manager and employees were notified on numerous occasions verbally without any reasonable or effective response in remediating the condition to date.
6. That the Board finds that window guards, which are subject to a Statutory requirement, N.J.S.A. 55:13A-7.13 and N.J.A.C. 5:10-27.1 provides for jurisdiction in the Department of Community Affairs for enforcement and penalties and preempts the local Rent Board from taking action with regard to window guards for the protection of children, and that no action can be taken by the Board with regard to this item.
7. That the Board finds insufficient evidence to establish significant deficiency or notice with regard to pests in the attic.

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 tenant, Complainant, Dominique Taylor, shall be entitled to credits towards rents due and owing in the future, as set forth below.

BE IT ORDERED AND DETERMINED, as follows:

1. The Board finds that the issue concerning the bathroom tub was a significant deficiency in the subject unit, resulting in a reduced rental value from January 1, 2016 to April 7, 2016 and continuing until corrected at a reduced rental value of ten percent (10%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of January, 2016 of \$33.87; for February, 2016, \$36.21 per day and for March, 2016, \$33.87 per day and for April, 2016, \$35.00 (7 days) and at a reduction of 10%, represents \$3.39 a day for the month of January, 2016 for a total credit of **\$105.09**; \$3.62 a day for the month of February, 2016 for a total credit of **\$104.98**; \$3.39 a day for the month of March, 2016 for a total credit of **\$105.09** and \$3.50 per day for the month of April, 2016 (7 days) for a total credit of **\$24.50**; for a grand total credit based on the tub deficiency of **\$339.66**.

2. The Board finds that the issue concerning the bathroom floor was a significant deficiency in the subject unit, resulting in a reduced rental value from January 1, 2016 to April 7, 2016 and continuing until corrected at a reduced rental value of five percent (5%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of January, 2016 of \$33.87; for February, 2016, \$36.21 per day and for March, 2016, \$33.87 per day and for April, 2016, \$35.00 (7 days) and at a reduction of 5%, represents \$1.69 a day for the month of January, 2016 for a total credit of **\$52.39**; \$1.81 a day for the month of February, 2016 for a total credit of **\$52.49**; \$1.69 a day for the month of March, 2016 for a total credit of **\$52.39** and \$1.75 per day for the month of April, 2016 (7 days) for a total credit of **\$12.25**; for a grand total credit based on the bathroom floor deficiency of **\$169.52**.
3. The Board finds that the issue concerning the bathroom sink was a significant deficiency in the subject unit, resulting in a reduced rental value from January 1, 2016 to April 7, 2016 and continuing until corrected at a reduced rental value of five percent (5%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of January, 2016 of \$33.87; for February, 2016, \$36.21 per day and for March, 2016, \$33.87 per day and for April, 2016, \$35.00 (7 days) and at a reduction of 5%, represents \$1.69 a day for the month of January, 2016 for a total credit of **\$52.39**; \$1.81 a day for the month of February, 2016 for a total credit of **\$52.49**; \$1.69 a day for the month of March, 2016 for a total credit of **\$52.39** and \$1.75 per day for the month of April, 2016 (7 days) for a total credit of **\$12.25**; for a grand total credit based on the bathroom sink deficiency of **\$169.52**.
4. The Board finds no reduced rental value for the bathroom door issue.
5. The Board finds that the issue concerning the cracked dining room window was a significant deficiency in the subject unit, resulting in a reduced rental value from January 1, 2016 to April 7, 2016 and continuing until corrected at a reduced rental value of one percent (1%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of January, 2016 of \$33.87; for February, 2016, \$36.21 per day and for March, 2016, \$33.87 per day and for April, 2016, \$35.00 (7 days) and at a reduction of 1%, represents \$.34 a day for the month of January, 2016 for a total credit of **\$10.54**; \$.36 a day for the month of February, 2016 for a total credit of **\$10.44**; \$.34 a day for the month of March, 2016 for a total credit of **\$10.54** and \$.35 per day for the month of April, 2016 (7 days) for a total credit of **\$2.45**; for a grand total credit based on the dining room window deficiency of **\$33.97**.
6. The Board found no jurisdiction with regard to the window guards.
7. The Board found insufficient evidence with regard to pests in the attic.

8. Total credits due and owing to all of the aforesaid deficiencies noted by the Board amount to: \$712.67, which will be applied to the reduction of rent for the month of June, 2016; that is, of the total rent due and owing for June, 2016 of \$1,050.00; the tenant shall only owe \$337.33 for the month of June, 2016.

IT IS FURTHER ORDERED AND DETERMINED at follows:

1. That with regard to the bathroom tub issue, should the landlord not correct the tub situation as set forth above, and if it is not corrected since April 7, 2016, the tenant shall continue to receive a ten percent (10%) credit on rent for each and every day since April 8, 2016 that the bathroom tub situation has not been remediated, and the tenant may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
2. That with regard to the bathroom floor issue, should the landlord not correct the floor situation as set forth above, and if it is not corrected since April 7, 2016, the tenant shall continue to receive a five percent (5%) credit on rent for each and every day since April 8, 2016 that the bathroom floor situation has not been remediated, and the tenant may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
3. That with regard to the bathroom sink issue, should the landlord not correct the sink situation as set forth above, and if it is not corrected since April 7, 2016, the tenant shall continue to receive a five percent (5%) credit on rent for each and every day since April 8, 2016 that the bathroom sink situation has not been remediated, and the tenant may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
4. Again, the Board found no significant deficiency with regard to the door.
5. That with regard to the cracked dining room window issue, should the landlord not correct the window situation as set forth above, and if it is not corrected since April 7, 2016, the tenant shall continue to receive a one percent (1%) credit on rent for each and every day since April 8, 2016 that the window situation has not been remediated, and the tenant may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
6. Again, the Board found no jurisdiction with regard to window guards.
7. Again, the Board found insufficient evidence to establish a significant deficiency with regard to attic pests.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the landlord, Neptune Housing Associates, LLC, through its attorney, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark,

New Jersey 07712, and the tenant, DOMINIQUE TAYLOR, 1516 Monroe Avenue, Apt. 18B, 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 shall have a right within twenty (20) days of the date of the determination in accordance with the Neptune Township Rent Control Ordinance, Rules And Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: May 5, 2016

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 May 5, 2016.

ATTEST:

PAM HOWARD, Secretary

Mrs. Johnson offered a motion, moved and seconded by Mrs. McAphee to approve the following resolution; all were in favor.

RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT'S COMPLAINT OF ALEXANDER MCGRATH

WHEREAS, the Neptune Township Rent Leveling Board was presented with a Complaint by ALEXANDER MCGRATH, residing at 2022 Milton Avenue, 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 7, 2016, after service was made upon the landlord by Certified Mail/Return Receipt Requested, namely, Neptune Housing Associates, LLC, c/o Avi Frischman, Neptune Housing Associates, 691 Elizabeth Avenue, Ste. 2, Newark, New Jersey 07112, as submitted by the tenant, (hereinafter referred to as the "Complainant") within the time period prescribed by local ordinance; and

WHEREAS, on April 7, 2016 the Complainant, ALEXANDER MCGRATH, appeared before the Neptune Township Rent Leveling Board to testify, and the attorney for the landlord, namely, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07112 did appear on behalf of the landlord; and

WHEREAS, the Complainant indicated that there was a pending Eviction Complaint (Complaint for Possession) brought by the landlord, and that in addition to reduced services, he disagreed with the amount of rent that the landlord alleged he owed, and therefore, he would rather have the Superior Court of New Jersey, Special Civil Part, Landlord/Tenant Court hear the matter with regard to rent, as well as reduced services in the form of a habitability hearing, rather than the Neptune Township Rent Leveling Board addressing the reduced service allegations, considering the fact that the Board does not have jurisdiction to hear issues concerning amounts of rent due and owing between a tenant and landlord, and therefore, the Complainant requested withdrawing his Complaint without prejudice.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board, that the Neptune Township Rent Leveling Board hereby allows the Complainant to withdraw his Complaint without prejudice, with no further action taken by the Rent Leveling Board unless a new Complaint is filed by the tenant pursuant to the Rent Control Ordinance of Neptune Township, and pursuant to the Rules and Regulation of the Neptune Township Rent Leveling Board.

IT IS FURTHER RESOLVED 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 Complainant, ALEXANDER MCGRATH, of 2022 Milton Avenue, 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.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: May 5, 2016

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 May 5, 2016.

ATTEST:

PAM HOWARD, Secretary

Mr. Klein offered a motion, moved and seconded by Mrs. Johnson to approve the following resolution; all were in favor.

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

WHEREAS, the Neptune Township Rent Leveling Board was presented with a complaint by MAURICE AND LEONIE EVERETT, residing at 1514 Monroe Avenue, Apt. 22B Neptune Township, New Jersey alleging reduction in services in violation of Section 4-30.9, entitled, "Standards of Service" of the Neptune Township Rent Control Ordinance, and an improper rent increase, and sought relief as a result thereof; and

WHEREAS, a hearing on the complaint was scheduled and heard on April 7, 2016, after service was made upon the landlord by Certified Mail/Return Receipt Requested, namely, Neptune Housing Associates, LLC, 691 Elizabeth Avenue, Ste. 2, Newark, New Jersey, as submitted by the tenants, within the time period prescribed by local ordinance; and

WHEREAS, on April 7, 2016 the Complainants, MAURICE AND LEONIE EVERETT, appeared before the Neptune Township Rent Leveling Board and testified, and the attorney for the landlord, namely, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07712 appeared on behalf of the landlord and

acknowledged service and receipt of the Complaint in this matter, and that the apartment complex is subject to rent control and the jurisdiction of the Rent Leveling Board; and

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

8. That the tenants moved into the subject unit on December 1, 2014 and since December 1, 2015 through January 14, 2016 the bathroom toilet did not work in an efficient fashion, often staying open and running constantly, with the chain being fixed by the landlord only on January 15, 2016. Five days later, on January 20, 2016, the toilet broke down completely and clogged and would not flush, and remained in this condition without repair through March 22, 2016, during which time the Complainants had to use a bag to go to the bathroom, or use outside facilities. The toilet issue was corrected in part on March 23, 2016, but from that date, continued to have toilet chain problems similar to the initial problems of December, 2015 through January 2016 to the present date. The Complainants notified the landlord according to testimony on numerous occasions, mostly verbally, and in some cases by text messages, but actions by the landlord as noted above were either delayed or not totally fulfilled.
9. That the kitchen cabinets do not close, and the countertops and cabinets have wood damage and the countertops are rough and not finished, despite promises by the landlord's Property Manager from the beginning of occupancy that new countertops that are finished would be delivered. The kitchen sink sprayer does not work, causing difficulties in using the sink. The landlord was notified of the above issues since the beginning of occupancy and promised to correct, but has not done so despite numerous verbal and text message notices.
10. That the kitchen sink does not work correctly, causing water to seep below the sink with the alleged development of mold or fungus. Complainants notified the Property Manager and in particular Eli Frischman less than five months ago, and continued to verbally notify the landlords Property Manager either by phone, text or in person at the office without correction.
11. That the bathroom tub backed up and continues to have trouble backing up since March 22, 2015 until December 31, 2015 when it was corrected by the Complainants, not the landlord. The Complainants notified the Property Manager, Eli Frischman, and the landlord in general on numerous occasions verbally, left messages by voicemail and also spoke to an employee, Keith, but to date, no action has been taken by the landlord.

12. That the windows in the kitchen and bathroom are cracked and have been since the first day of occupancy. There have been text notices and verbal notices to both the prior Property Manager, Eli Frischman, and employee, Keith, but with no reaction.
13. That a panel in the bedroom door is falling off, and was defective from January 15, 2016 to March 22, 2016, when it was corrected. The landlord was notified, including Eli Frischman in the past, and Keith in the present concerning the matter.
14. That the Complainants discovered bed bugs and mice in March of 2015, and the Complainants admit that they never notified the landlord concerning the bed bugs, which were apparently eradicated by actions of the Complainants, but did notify the landlord concerning the mice issue and were given special tape strips to catch the mice, which seemed to work.
15. That the Complainants contend that they either had little or no heat in the months of January and February, 2016 in the bedrooms, bathroom and living room, and used space heaters to keep warm, and notified both Eli Frischman in January concerning the problem and later, Keith by verbal notification. The Complainants could not provide evidence concerning what the temperature was in the apartment during January and February, 2016, and did not move out of the apartment during that time.
16. That the parking lot was not shoveled during a snowstorm that occurred on the weekend of January 22, 2016 and that the parking lot was not cleared until Wednesday, January 26, 2016, when the tenants were able to leave for work. The landlord was notified of the condition on Monday, January 24, 2016.

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

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

- ii. That the Board finds that appropriate due process notice was given to the landlord. Appropriate notice by Certified Mail/Return Receipt Requested was made in accordance with the law set forth more fully in the case of Ivy Hill Park, Section 3 v. Abutidze, 371 N.J. Super. 103 (2004), as acknowledged by the landlord's attorney, at the address provided to all tenants.

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

landlord was notified of the same from the beginning and took absolutely not action to remediate the condition.

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

The Neptune Township Rent Leveling Board hereby finds that some of the above referenced reduced services represent a reduced rental value, as set forth below and that the tenants, Complainants, MAURICE AND LEONIE EVERETT, shall be entitled to credits towards rents due and owing in the future, as set forth below.

BE IT ORDERED AND DETERMINED, as follows:

9. The Board finds that the issue concerning the bathroom toilet was a significant deficiency in the subject unit, though broken into different periods depending on severity. The bathroom toilet resulted in a reduction on rental value from December 1, 2015 to January 15, 2016 of five percent (5%) of the total base rent of \$1,050.00 a month or based on an apportion of rent per day for the month December, 2015 of \$33.87, and for January, 2016 of \$33.87 per day (through January 15) represents \$1.69 a day for the month of December, 2015 for a total credit of **\$52.39** and January, 2016 (through January 15) \$1.69 a day for a total credit of **\$25.35 for a total credit of \$77.74**

The Board finds increased severity of the significant deficiency on January 20 through March 22, 2016 when the toilet was not useable, and found a reduced rental value during that period

of time of twenty-five percent (25%) or based on an apportion of rent per day for the month January, 2016 (11 days) of \$33.87, and for February, 2016 of \$36.21 per day (through January 15) represents \$33.87 a day for the month of March, 2016 (22 days) and at a reduction of 25%, represents \$8.47 a day for the month of January, 2016 (11 days) for a total credit of **\$93.17**; \$9.05 a day for the month of February, 2016 for a total credit of **\$262.45**; \$8.47 a day for the month of March, 2016 (22 days) for a credit of **\$186.34**, representing a total credit of **\$541.96**.

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

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

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

of June, 2015 or **\$105.00**; \$3.39 a day for the month of July, 2015 or **\$105.09**; \$3.39 a day for the month of August, 2015 or **\$105.09**; \$3.50 a day a day for the month of September, 2015 or **\$105.00**; \$3.39 a day for the month of October, 2015 or **\$105.09**; \$3.50 a day for the month of November, 2015 or **\$105.00**; \$3.39 a day for the month of December, 2015 or **\$105.09**. The Board therefore finds a grand total credit based on the bathroom tub deficiency from March 22, 2015 through December 31, 2015 of **\$975.96**.

13. The Board finds significant deficiency with regard to cracked windows from March 22, 2015 (9 days) to the present, resulting in a reduction of rental value of one percent (1%) of the total base rent of \$1,050.00 a month, or based on an apportion of rent per day for the month of March, 2015 (9 days) of \$33.87 per day; April, 2015 of \$35.00; May, 2015 of \$33.87; June, 2015 of \$35.00; July, 2015 of \$33.87; August, 2015 of \$33.87 September, 2015 of \$35.00; October, 2015 of \$33.87, November, 2015 of \$35.00, December, 2015 of \$33.87; January, 2016 of \$33.87; for February, 2016, \$36.21 per day and for March, 2016, \$33.87 per day and for April, 2016, \$35.00 (7 days) and at a reduction of 10%, represents \$.34 a day for the month of March, 2015 (9 days) or **\$3.06**; \$.35 a day for the month of April, 2015 or **\$10.50**; \$.34 a day for the month of May, 2015 or **\$10.54**; \$.35 a day for the month of June, 2015 or **\$10.50**; \$.34 a day for the month of July, 2015 or **\$10.54**; \$.34 a day for the month of August, 2015 or **\$10.54**; \$.35 a day a day for the month of September, 2015 or **\$10.50**; \$.34 a day for the month of October, 2015 or **\$10.54**; \$.35 a day for the month of November, 2015 or **\$10.50**; \$.34 a day for the month of December, 2015 or **\$10.54**; \$.34 a day for the month of January, 2016 or **\$10.54**; \$.36 a day for the month of February or **\$10.44**; \$.34 a day for the month of March, 2016 or **\$10.54** and \$.35 a day for the month of April, 2016 (7 days) **\$2.45**. The Board therefore finds a grand total credit based on the window deficiency of **\$131.73**.
14. The door panel issues was found to not result in reduced rental value; no credit.
15. Bed bug issue was never indicated to landlord and mice situation under control; no credit.
16. Not enough evidence with regard to lack of heat; no credit.
17. Snow situation was during a State of Emergency; no credit.

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

IT IS FURTHER ORDERED AND DETERMINED at follows:

8. That with regard to the toilet issue, should the landlord not correct the toilet situation as set forth above, and if it is not corrected after April 7, 2016, the tenants shall continue to receive a five percent (5%) credit on rent for each and every day since April 8, 2016 that the toilet situation has not been remediated, and the tenants may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
9. Kitchen cabinets, countertop, kitchen sprayer – no significant deficiency.
10. That with regard to the kitchen sink issue, should the landlord not correct the floor situation as set forth above, and if it is not corrected after April 7, 2016, the tenants shall continue to receive a five percent (5%) credit on rent for each and every day since April 8, 2016 that the kitchen sink situation has not been remediated, and the tenants may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
11. Bathroom tub issues – remediated by the Complainants.
12. That with regard to the cracked window issue, should the landlord not correct the window situation as set forth above, and if it is not corrected after April 7, 2016, the tenants shall continue to receive a one percent (1%) credit on rent for each and every day since April 8, 2016 that the window situation has not been remediated, and the tenants may take said credits in addition to those already provided by this Resolution by deducting such credits, if any, beginning June, 2016.
13. Bedroom door issue; no continued credit.
14. Bed bugs; no continued credit. However, a new complaint is allowed with more sufficient evidence if the condition continues.
15. Heat; no continued credit. However, a new complaint is allowed with more sufficient evidence if the condition continues.
16. Snow removal; no continued credit.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the landlord, Neptune Housing Associates, LLC, through its attorney, Andrew B. Sobel, of the law firm of Sobel Han, LLP of 691 Elizabeth Avenue, Suite 3, Newark, New Jersey 07712, and the tenants, MAURICE AND LEONIE EVERETT, 1514 Monroe Avenue, Apt. 22B, Neptune Township, NJ 07753, with a written notice of this decision by copy of this resolution effective the date of execution of this resolution by supplying the same pursuant to Ordinance and that either the landlord or the tenants shall have a right within twenty (20) days of the date of the determination in accordance with the Neptune Township Rent Control Ordinance, Rules And Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: May 5, 2016

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 May 5, 2016.

ATTEST:

PAM HOWARD, Secretary

HEARINGS

Hearing – Mary Eason #16-06 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. Ms. Eason who resides at 2033 West Lake Avenue, Neptune provided the following testimony:

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.

The Board dismissed the complaint for lack of jurisdiction.

Hearing – Lynette Thomas #16-07 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. Lynette Thomas resides at 2009 W. Lake Avenue Neptune Township, New Jersey and was not present for the hearing but filed a complaint, claiming illegal rent increase the Board dismissed the complaint for lack of jurisdiction.

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 resides at 1616 Monroe Avenue, Apt 16a Neptune Township, New Jersey filed a complaint, claiming illegal rent increase the Board dismissed the complaint for lack of jurisdiction. The Board agreed to hear Ms. Wright's complaint of little to no heat at the next meeting.

PUBLIC PARTICIPATION

Cleopatra McGrath this was the third time her hearing was being postponed and she had mold in her home with a child that is autistic and she needed the Boards help.

The Board suggested she contact the Board of Health regarding the mold. They assured her that she would be heard on June 2nd.

Mr. Anthony stated he was willing to meet with the attorney and assured her that he would bring up some of the points that were raised.

Stacey Walker stated she was glad there was a board that could help them because people were afraid to complain.

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

Pamela D. Howard

Secretary

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

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