

## NEPTUNE TOWNSHIP RENT LEVELING BOARD

### Minutes – June 6, 2019

Mrs. Riley called the meeting to order at 6:00 pm and requested the Secretary to call the roll. The following members were present: Ruth Johnson, Connie Holmes, Catherine McAphee, and Naomi Riley. Absent: James Manning Jr. and Jeff Klein.

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

Mrs. Riley announced the Consumer Price Index [April's price index was 277.441, area prices up 0.3 percent over the month and up 1.6% over the year].

### APPROVAL OF MINUTES

Mrs. Holmes offered a motion, moved and seconded by Mrs. Riley to approve the minutes of the meeting for May 2, 2019; all that were eligible to vote were in favor.

### RESOLUTIONS

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

Resolution #2019-06

### RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT'S COMPLAINT OF JADUS McINTYRE

**WHEREAS**, the Neptune Township Rent Leveling Board was presented with a complaint by JADUS McINTYRE, residing at 1516 Monroe Avenue, Apt. 19A, Neptune Township, New Jersey, alleging reduction in services in violation of Section 4-30.9, entitled, "Standards of Service" of the Neptune Township Rent Control Ordinance, and sought relief as a result thereof; and

**WHEREAS**, a hearing on the complaint was scheduled and heard on May 2, 2019, after service was made upon the Landlord, namely, Harlee Garden Neptune Housing, 4408 15<sup>th</sup> Avenue, Suite 192, Brooklyn, NY 11219, as submitted by the Complainant, within the time period prescribed by local ordinance; and ( a motion was offered by Mrs. Johnson, moved and seconded by Mrs. Riley to change the address from 4408 to 4403; all were in favor)

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

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

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

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

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

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

- i. That the Board finds that appropriate due process notice was given to the Landlord. Appropriate notice was made in accordance with the law set forth more fully in the case of Ivy Hill Park, Section 3 v. Abutidze, 371 N.J. Super. 103 (2004), as indicated by certified mail receipts attached to the Complaint.
- ii. That the Neptune Township Rent Leveling Board has subject matter jurisdiction over the tenant and Landlord, and the tenant/Complainant has been a tenant in the subject apartment complex, and the tenant/Complainant's unit is one of well over five (5) residential units in the apartment complex.
- iii. That the Complainant, JADUS McINTYRE, has occupied a unit at 1516 Monroe Avenue, Apt. 19A, Neptune, New Jersey, since 1997, at a present rent of \$1,022.00 per month, and has alleged reduction in services not yet totally resolved.

With regard to reduced services above the Board finds:

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

The Neptune Township Rent Leveling Board hereby finds that the above referenced reduced services represent a reduced rental value, as set forth below and that the Complainant, Complainant, JADUS McINTYRE, shall be entitled to credits towards rents due and owing in the future, as set forth below.

**BE IT ORDERED AND DETERMINED, as follows:**

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

Month	Apportionment of Rent Per Day	50% Reduced Rental Value Per Day	Total Number of Days	Credit (rounded to nearest dollar)
Jun 2018	\$34.06	\$17.03	17	\$290.00
Jul 2018	\$32.97	\$16.48	30	\$511.00
Aug 2018	\$32.97	\$16.48	31	\$511.00
Sep 2018	\$34.06	\$17.03	30	\$511.00

Oct 2018	\$32.97	\$16.48	31	\$511.00
Nov 2018	\$34.06	\$17.03	31	\$511.00
Dec 2018	\$32.97	\$16.48	30	\$511.00
Jan 2019	\$32.97	\$16.48	31	\$511.00
Feb 2019	\$36.50	\$18.25	28	\$511.00
Mar 2019	\$32.97	\$16.48	31	\$511.00
Apr 2019	\$34.06	\$17.03	31	\$511.00
May 2019	\$32.97	\$16.48	2	\$33.00
			<b>TOTAL CREDIT</b>	<b>\$5,433.00</b>

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

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

Month	Apportionment of Rent Per Day	5% Reduced Rental Value Per Day	Total Number of Days	Credit (rounded to nearest dollar)
May 2018	\$32.97	\$1.65	29	\$48.00
Jun 2018	\$34.06	\$1.70	30	\$51.00
Jul 2018	\$32.97	\$1.65	30	\$51.00
Aug 2018	\$32.97	\$1.65	31	\$51.00
Sep 2018	\$34.06	\$1.70	30	\$51.00
Oct 2018	\$32.97	\$1.65	31	\$51.00
Nov 2018	\$34.06	\$1.70	31	\$51.00
Dec 2018	\$32.97	\$1.65	30	\$51.00
Jan 2019	\$32.97	\$1.65	31	\$51.00
Feb 2019	\$36.50	\$1.82	28	\$51.00
Mar 2019	\$32.97	\$1.65	31	\$51.00
Apr 2019	\$34.06	\$1.70	31	\$51.00
May 2019	\$32.97	\$1.65	2	\$3.00

			<b>TOTAL CREDIT</b>	<b>\$612.00</b>
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That the Board finds that the above issue concerning the kitchen floor is a significant deficiency in the subject unit and the tenant shall continue to be entitled to a credit of \$48.00 for the month of May, 2019 and \$51.00 per month thereafter (apportioned per day) continuing until said kitchen floor issue has been totally remediated by the Landlord.

**IT IS FURTHER ORDERED AND DETERMINED** at follows:

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

**IT IS FURTHER ORDERED AND DETERMINED**, that the municipal attorney is hereby authorized to provide the Landlord, Harlee Garden Neptune Housing, 4408 15<sup>th</sup> Avenue, Suite 192 Brooklyn, NY 11219, and the tenant/Complainant, JADUS McINTYRE, 1516 Monroe Avenue, Apt. 19A, Neptune Township, NJ 07753, with a written notice of this decision by copy of this resolution effective the date of execution of this resolution by supplying the same pursuant to Ordinance and that either the Landlord or the tenant/Complainant shall have a right within twenty (20) days of the date of receipt of the determination in accordance with the Neptune Township Rent Control Ordinance, Rules And Regulations of the Neptune Township Rent Leveling Board to file an appeal before the Neptune Township Committee.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Absent:

Dated: June 6, 2019

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NAOMI RILEY,  
CHAIRWOMAN

ATTEST:

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PAM HOWARD, Secretary

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

PUBLIC PARTICIPATION

None

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

Pamela D. Howard  
Secretary