

**NEPTUNE TOWNSHIP RENT LEVELING BOARD
MEETING MINUTES**

March 2, 2023

The Rent Leveling Board Attorney, Gene Anthony, called the Rent Leveling Board Meeting to order at 6:00pm and requested the Secretary, Dainene Roberts, to call the roll. The following members were present: Stephen Lella, Naomi Riley, Wendel Thomas, and Jim Webb. Members Absent: Jim Manning.

FLAG SALUTE

The Rent Leveling Board President, Stephen Lella, stated an 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.

APPROVAL OF MINUTES

January 5, 2023

Offered by:	<u>Wendel Thomas</u>	Seconded by:	<u>Stephen Lella</u>
Stephen	Naomi	James	Wendel
<i>Vote:</i> Lella	X Riley	X Manning	ABSENT Thomas
			X Webb
			X

CONSUMER PRICE INDEX:

The January's Consumer Price Index was at 318.151. The area prices are up 0.8 percent over the month and up 18 percent over the close of the year.

RESOLUTION(S):

Resolution #23-04: Resolution Approving the Decision of the Rent Leveling Board for the Complainant Maria Kapetanovich

James Manning was called into the Rent Leveling Board Meeting at 6:08pm

**THE TOWNSHIP OF NEPTUNE
RENT LEVELING BOARD**

RESOLUTION NO. 23-04

**RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD
OF TENANT'S COMPLAINT OF MARIA KAPETANOVICH**

WHEREAS, the Neptune Township Rent Leveling Board was presented with a Complaint dated August 16, 2022; filed September 26, 2022, by Maria Anka Kapetanovich, residing at 43 Webb Avenue, Apt. E, Ocean Grove, 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 December 1, 2022 and continued on January 5, 2023, after service was made upon the Landlord, Gerald Profita, c/o McNeely Property Management, as submitted by the Tenant, within the time period prescribed by local ordinance;

and,

WHEREAS, on December 1, 2022 and January 5, 2023, the Complainant, Maria Anka Kapetanovich, hereinafter referred to as the (Tenant or Complainant) appeared before the Neptune Township Rent Leveling Board and testified, and the attorney for the Landlord, namely, Michael Mirne, Esq., with offices located at 3200 Sunset Avenue, Ocean Township, New Jersey 07712, appeared on behalf of the Landlord and acknowledged service and receipt of the Complaint in this matter, and cross-examined the Complainant and Complainant's two witnesses; namely Jamie Cowling, a resident at 43 Webb Avenue, Apt. D, Ocean Grove, NJ and Complainant's boyfriend, Steven Wiscowski, residing at a different location in a different municipality, and presented the Landlord's witnesses, namely, Dean White, of B Gone Exterminator and Barbara Elmer, Manager at the apartment complex, without challenge to the fact 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 has resided at 43 Webb Avenue, Apartment E, in Ocean Grove, NJ, under the most recent Lease Agreement, dated March 21, 2022, and the subject building consists of 6 rental units, and that her apartment dating back to April 13, 2022 had evidence of bedbugs, for which she gave the Landlord notice through the Property Manager, McNeely Property Management, specifically the Manager, Barbara Elmer, by phone calls on April 19, 2022 (Exhibit C-6) and that the Complainant testified that she spoke to Barbara Elmer, of the Landlord's Management Co., and was told not to say anything to other tenants, but no inspection was done by the Management Company or any professional company.
 - a. The Complainant testified and submitted a timeline where she received more severe bites due to bed bugs on May 5, 2022 and captured and retained bugs on her couch on May 9, 2022 of which she texted pictures of said beg bugs to Barbara Elmer, and found bedbugs in the bathroom on May 23, 2022 and texted Barbara Elmer and finally the Landlord has a bedbug dog sniff for bed bugs on May 26, 2022; for which the Landlord blamed the Complainant exclusively for the bed bugs (Exhibit C-6, C-3 and C-5).
 - b. Barbara Elmer, according to testimony of the Complainant, told her that she had to pay for an exterminator through the Landlord, and had to wait until June 2nd so a routine inspection could be done. Complainant called B Gone Exterminator to come that day and treat her apartment, and it was treated for the first time on May 27, 2022.
 - c. On June 13, 2022, bed bugs were found all over the bathroom, living room ceiling and living room couch, and the Complainant called for a second treatment by B Gone Exterminator.
 - d. On June 19, 2022, Barbara Elmer was contacted by text asking when the repair of holes in the bathroom walls, floors and windows were to be taken care of, since it had been determined earlier that bedbugs were coming from those areas.
 - e. On June 22, 2022, the Complainant started spraying and filling cracks on her own since no action was taken by the Landlord.
 - f. On June 25, 2022, bed bugs were found in the closet, and more on the walls in the bathroom. Complainant called B Gone Exterminator for a third time.
 - g. On July 7, 2022, the Complainant complained to the Landlord in a text about bedbugs coming out of everywhere. The Landlord merely blamed the Complainant's boyfriend.
 - h. On July 8, 2022, the Complainant texted pictures of bedbugs to Barbara Elmer on living room ceiling and bathroom doorway.

- i. On July 9, 2022, Complainant found bed bugs crawling on walls outside her bedroom and doorway and sent more pictures via text to the Landlord.
 - j. On July 13, 2022, Complainant received a phone call from Barbara Elmer seeking a second opinion from B Gone Exterminator, who reached the conclusion that the bedbugs were present for a long period of time and that the source was the apartment below Complainant's apartment, where Elmer admitted at the time the bug sniffing dog obviously "screwed up" in the inspection of the building.
 - k. On July 17, 2022, Complainant texted Barbara Elmer complaining about bed bug problems continuing.
 - l. On August 1, 2022, the Complainant found bed bugs under her blankets in the morning and texted the Landlord.
 - m. On August 2, 2022, the Complaint found beg bugs in the kitchen and texted the Landlord with pictures.
 - n. On August 9, 2022, the Landlord indicated that she wanted to have the Complainant's boyfriend's home inspected for bed bugs. On August 14, 2022, B Gone inspected Complainant's boyfriend's house located in Belmar and found no trace of bed bugs.
 - o. On August 17, 2022, the Health Department inspected the property.
 - p. On August 23, 2022, B Gone appeared and treated Complainant's apartment for the fifth time.
 - q. On August 31, 2022, Complainant found another bed bug in her bathroom and forwarded a picture of the same to the Landlord.
 - r. On September 8, 2022, B Gone began an inspection of the entire building for bed bugs. On September 10, 2022, Complainant found a bed bug on the bedroom wall and forwarded a picture to the Landlord. During the aforesaid time period, Complainant testified that she moved out of her apartment to live with her boyfriend, as well as other friends from June 15, 2022, through September 26, 2022; going back to the apartment merely to check on the apartment, the condition of the apartment and feeding her cats. Returning on September 26, 2022, she did receive bites on November 22, 2022, and November 26, 2022. The Board of Health notified and did a report on the apartment. (Exhibit C-9)
2. The Landlord's representative, Barbara Elmer, did not contradict the testimony of the Complainant, but did indicate that the Tenant was given a rent credit of \$871.66 in July of 2022 and paid only \$635.42 in August 2022 and did not pay rent in September and October of 2022, which according the Complainant was withheld and paid in full in November 2022. The Complainant's rent is \$1,500.00 per month; though she made an advance on the rent to reduce it to \$1,270.83 a month.
 3. The exterminator, Dean White, of B Gone, testified on behalf of the Landlord, verifying the dates of inspection and his conclusion that although the majority of bedbug cases arise as a result of purchasing of used furniture, he concluded that in this case the bedbug problem was caused by the apartment below the Complainant's apartment, not due to the Complainant or the Complainant's boyfriend. The Complainant's boyfriend testified and verified that the Complainant had moved in with him for a period of time as set forth in testimony by the Complainant, that she lived with him as well in her car and with other friends during the time period stated. Jamie Cowling testified for the Complainant and verified the existence of bed bugs in the building and the apartment; having had bedbugs herself and having filed a Complaint against the Landlord previously.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling

Board, that the Neptune Township Rent Leveling Board has found the following facts:

1. That the Board finds that appropriate due process notice was given to the Landlord appropriate notice acknowledge by the Landlord through the Landlord's representative 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).
2. 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 within the time period required and unit is one of 6 residential units in the apartment complex; thus, qualifying for rent control jurisdiction.
3. The Board finds it is unrefuted that bedbug infestation existed in the subject unit and within the apartment complex. The Board also finds that the bedbug infestation does represent a significant deficiency and that the Landlord was given adequate notice by phone and text on numerous occasions as set forth above and per the above Exhibits to the Complaint. The Board further finds that the Landlord did respond; not necessarily within a reasonable time, but certainly not in an effective manner and that the Complainant is credible and correct in her testimony which is really unrefuted in terms of bedbug infestation and the time period in which she did not reside in the property.

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, Maria Anka Kapetanovich, shall be entitled to credits towards rents due and owing in the future, as set forth below.

BE IT ORDERED AND DETERMINED, as follows:

Based on the original monthly rent of \$1,500.00, which was only reduced by upfront payments by the Tenant, the Board finds bedbug infestation as a significant deficiency in the subject unit; resulting in a reduced rental value from April 19, 2022, through November 26, 2022, as follows:

- April 19 to June 14, 2022, or 56 days = 75% credit or **\$2,100.00**
- June 15 to September 26, 2022 (*where there was no occupancy in the subject property by the Tenant because of bedbug infestation*), or 103 days = 100% credit or **\$5,150.00**
- September 27, 2022, to November 26, 2022, or 60 days = 75% credit or **\$2,250.00**

Total credits due and owing: **\$9,500.00**

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the Landlord, Gerald Profita and Property Management Company, McNeely Property Management, through their attorney, Michael Mirne, Esq., with offices located at 3200 Sunset Avenue, Ocean Township, New Jersey 07712, and the Tenant, Maria Anka Kapetanovich, residing at 43 Webb Avenue, Apt. E, Ocean Grove, New Jersey, 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:	<u>James Manning</u>	Seconded by:	<u>Naomi Riley</u>
Stephen	Naomi	James	Wendel
<i>Note:</i> Lella	<u>X</u> Riley	<u>X</u> Manning	<u>X</u> Thomas
		<u>ABSTAIN</u>	Webb <u>ABSTAIN</u>

Resolution #23-05: Resolution Authorizing the Ninth Amendment to the Rules and Regulations of the Rent Leveling Board

**THE TOWNSHIP OF NEPTUNE
RENT LEVELING BOARD**

RESOLUTION NO. 23-05

**RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD
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. The Rules and Regulations were amended on November 3, 2016, to provide for a Hardship Application Form, and again on February 2, 2017, to provide for a Capital Improvement Form. Thereafter, on March 1, 2018, it was amended to provide for a specific amount of copies to be provided to the Rent Board Secretary, and on May 3, 2018 it was amended with regard to the Landlord’s Application for a Hardship or Capital Improvement, including in addition to the original application, attachments and exhibits, copies of the application and all attachments and exhibits are to include copies of all applications and attachments and exhibits for all regular members of the Rent Leveling Board, as well as additional copies for all appointed alternate members and a copy for the Board Attorney. Thereafter, on August 1, 2019, there was an amendment to Clause VII, entitled “Notice” to add (E.) to place responsibility on the landlord for notifying both tenants and the municipality of any change of address, and that failure to do so will deny the landlord the argument on appeal that the landlord was not properly served with notice at their most recent address. On February 6, 2020, there was a further amendment the Rules and Regulations to amend provisions concerning deposits for appeals to the Mayor and Township Committee to raise said deposits for hearing transcripts with regard to hearings involving Capital Improvement Applications or Hardship Applications made by Landlords to Three Thousand Dollars (\$3,000.00) and all other applications raised to One Thousand Dollars (\$1,000.00) in order to better cover the cost of said transcripts if final payment is not made by certain applicants. The last amendment occurred on August 6, 2020, amending Section XIII, entitled, “Procedure for Appeals” Subparagraph C, entitled “Requirements of Notice of Appeal” to add (1) which indicated that no appeal shall be heard if outstanding fees are due and owing from the applicant either on the instant matter filed or any prior matter filed by the applicant with regard to the present complex owned by the applicant or any other apartment complex owned by the applicant in the Township of Neptune. On October 20, 2022, this Board further amended the Rules and Regulations, Section IX, entitled “Determinations” so as to add subparagraph (D) entitled, “Reduced Services – Continued Credits” to establish a procedure for a Landlord to discontinue continued credits to a Tenant for deficiencies that have been corrected, and allow the Tenant a procedure to oppose said application should the deficiencies not be corrected; and,

WHEREAS, there is now a need to further amend the Rules and Regulations, Section IX, entitled “Determinations” so as to amend subparagraph (D) entitled “Reduced Services – Continued Credits” to clarify the effective date of discontinued credits when a Landlord files a Motion to Discontinue Credits, and the same is granted by the Board in part or in total; and,

NOW, THEREFORE, BE IT RESOLVED, that the Neptune Township Rent Leveling Board of the Township of Neptune hereby amends the Rules and Regulations, Section IX, entitled “Determinations” so as to amend subparagraph (D) entitled “Reduced Services – Continued Credits” to clarify the effective date of any discontinued credits that may be determined by the Rent Leveling Board, as set forth more fully in the copy of the Rules and Regulations attached to this Resolution; and,

BE IT FURTHER RESOLVED, that any amendment to these Rules and Regulations upon determination by the Rent Leveling Board shall be submitted to the Clerk of the Municipality for future reference.

Offered by:	<u>Wendel Thomas</u>	Seconded by:	<u>Jim Webb</u>		
Stephen	Naomi	James	Wendel	Jim	
<i>Vote:</i> Lella	<u>X</u> Riley	<u>X</u> Manning	<u>ABSENT</u> Thomas	<u>X</u> Webb	<u>X</u>

DISCUSSION ITEMS

There were no discussion items during the meeting

PUBLIC PARTICIPATION

There was no public participation during the meeting.

ADJOURNMENT

Stephen Lella offered a motion, moved, and seconded by Naomi Riley to adjourn the meeting. All were in favor and James Manning was absent. The meeting was adjourned at 6:30pm. The next Rent Leveling Board meeting will be held on Thursday, April 6, 2023, at 6:00pm.

Dainene Roberts, Rent Leveling Board Secretary