

**NEPTUNE TOWNSHIP RENT LEVELING BOARD**

**Minutes - January 20, 2022**

Mrs. Johnson, Chairperson, called the meeting to order at 6:00 pm and requested the Secretary to call the roll. The following members were present: Ruth Johnson, James Manning, Wendel Thomas, Stephen Lella, and Alternate #1 Jeff Klein. Absent: William Whitley and Naomi Riley.

Mrs. Johnson 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.

**APPROVAL OF MINUTES**

**December 2, 2021**

Mr. Manning offered a motion to approve the minutes, moved and seconded by Mr. Thomas all were in favor.

**RESOLUTIONS**

**RESOLUTION #22-01**

**RESOLUTION APPOINTING CHAIRPERSON  
FOR THE NEPTUNE TOWNSHIP RENT LEVELING BOARD**

WHEREAS, the Neptune Township Rent Leveling Board selects a Chairperson among its members during its Reorganization Meeting held in January of each year.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that the Board hereby selects Naomi Riley to serve as the Chairperson of the Neptune Township Rent Leveling Board for the year 2022.

**OFFERED BY BOARD MEMBER:** Jeff Klein

**SECONDED BY BOARD MEMBER:** James Manning

**AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:**

**ROLL CALL**

**Affirmative:** Johnson, Manning, Lella, Klein, Thomas

**Negative:**

**Abstain:**

**Absent:** Riley, Whitley

**RESOLUTION #22-02**

**RESOLUTION APPOINTING VICE-CHAIRPERSON  
FOR THE NEPTUNE TOWNSHIP RENT LEVELING BOARD**

WHEREAS, the Neptune Township Rent Leveling Board selects a Chairperson and Vice- Chairperson among its members during its Reorganization Meeting held in January of each year.

NOW, THEREFORE, BE IT RESOLVED, by the Neptune Township Rent Leveling Board that the Board hereby selects Stephen Lella to serve as the Vice-Chairperson of the Neptune Township Rent Leveling Board for the year 2022.

**OFFERED BY BOARD MEMBER:** James Manning

**SECONDED BY BOARD MEMBER:** Ruth Johnson

**AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:**

**ROLL CALL**

**Affirmative:** Johnson, Manning, Lella, Klein, Thomas

**Negative:**

**Abstain:**

**Absent:** Riley, Whitley

**RESOLUTION #22-03**

**RESOLUTION ESTABLISHING REGULAR AND SPECIAL MEETING DATES OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD AND SETTING FORTH PROCEDURES THEREFORE**

WHEREAS, it is incumbent upon the Neptune Township Rent Leveling Board to reaffirm by annual resolution, the time and place of its regular meetings and its executive sessions to be held throughout the ensuing calendar year, as established in its adopted rules and regulations; and

WHEREAS, there was effective on January 19, 1976, throughout the State of New Jersey, the "Open Public Meetings Act" (NJS.A, 10:4-6 et seq) commonly referred to as the "Sunshine Law" requiring notification, publication and airing of all acts taken by the Rent Leveling Board of this municipality; and

WHEREAS, the Neptune Township Rent Leveling Board desires to implement the said act.

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

1. Regular meetings of the Neptune Township Rent Leveling Board for the year 2022 will be held at 6:00 p.m. on the second floor in the Township Committee Chambers, Neptune Township Municipal Building, 25 Neptune Blvd., Neptune Township, New Jersey, or any other designated location on the following meeting dates: February 3, 2022; March 3, 2022; April 7, 2022; May 5, 2022; June 2, 2022; July 7, 2022; August 4, 2022; September 1, 2022; October 20, 2022; November 3, 2022; December 1, 2022 and the Reorganization Meeting for the year 2022 will be January 5, 2023.
2. Special meetings and executive sessions of the Neptune Township Rent Leveling Board shall be at the call of the Chairperson or upon the vote of the membership at a prior regular meeting or by motion to follow any particular regular meeting.
3. This notice shall be posted upon the public bulletin board in the main entranceway of the Township Municipal Building and shall remain so posted for at least one month.
4. A copy of this resolution shall be mailed by the secretary of the Rent Leveling Board or the attorney of the Rent Leveling Board to the official newspapers of the Township of Neptune and the Neptune Township Rent Leveling Board.

5. The secretary, on behalf of the Rent Leveling Board, shall be authorized to direct that any other necessary action be performed by the appropriate officials or employees of the Borough to fulfill the mandates of the "Open Public Meetings Act" insofar as the same is applicable to the work and activities of the Rent Leveling Board.
6. This notice shall be published in the official newspapers of the Township of Neptune and the Neptune Township Rent Leveling Board within seven (7) days from the date hereof.

**OFFERED BY BOARD MEMBER:** James Manning

**SECONDED BY BOARD MEMBER:** Wendel Thomas

**AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:**

**ROLL CALL**

**Affirmative:** Johnson, Manning, Lella, Klein, Thomas

**Negative:**

**Abstain:**

**Absent:** Riley, Whitley

**RESOLUTION #22-04  
RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF  
TENANT'S COMPLAINT OF JAMIE COWLING**

WHEREAS, the Neptune Township Rent Leveling Board was presented with a Complaint on June 1, 2021, by Jamie Cowling, residing at 43 Webb Avenue, 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 October 14, 2021 and continued on November 4, 2021, after service was made upon the Landlord, Gerald Profita, and Property Management Company, McNeely Property Management, as submitted by the Tenant, within the time period prescribed by local ordinance; and

WHEREAS, on October 14, 2021 and November 4, 2021, the Complainant, Jamie Cowling, appeared before the Neptune Township Rent Leveling Board and testified, and the attorney for the Landlord, namely, Michael Mime, 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 presented the Landlord's witnesses, Francine Simonson and Barbara Elmer, and did not question 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 in Ocean Grove, NJ since March, 2018, and the subject building consists of 6 rental units, and that her apartment dating back to the third week of July, 2020 has severe evidence of bed bugs, for which she gave the Landlord notice by text streams on July 29, 2020 (Exhibit

P-1) and by letter mailed to the Landlord by Certified Mail/RRR on August 4, 2020 (Exhibit P-6) and that the Complainant testified that she spoke to Barbara Elmer, of the Landlord's Management Co., and was told that the Landlord would send someone over the next day; but that the Complainant refused to allow Precise Pest Services in her unit because her investigation indicated that the service was not certified, but as important, was aware of the fact that there were bed bugs for some time in other units in the building, and this service was unable or to exterminate the pests completely throughout the building, and therefore was not competent to perform the service in her unit. Complainant secured her own pest control service through Pride Pest Services, LLC of Oceanport, NJ, but the Landlord refused to accept such services (Exhibit D-1, D-2)

a. The Landlord's witness presented evidence that their pest control company was certified (Exhibit D-1) and through testimony of Francine Simonson indicated that the Complainant had indicated to Ms. Simonson that on July 29, 2021 the Complainant said she was alone in the unit and was not going to allow a "black guy" to enter her apartment. In response to the aforesaid accusation, the Complainant emphatically denied that she was "racist."

b. The Landlord's representative, Barbara Elmer, testified that in fact there was a history of bedbug infestation in the apartment complex, and that bedbugs were discovered as early as March 16, 2020 in Unit A; April 2, 2020 in Unit C; July 15, 2020 in Unit E and July 30, 2020 in Units E and B, and that obviously the Landlord's exterminating company, Precise Pest Services, was having a hard time controlling the spread of the pest infestation with 4 out of 6 units infested with bedbugs and no notification of the other tenants of the condition, since, according to the Landlord's representative, the Landlord had no policy with regard to notifying Tenants, and Ms. Elmer stated she and the Landlord did not want to create "mass hysteria" through notification of the condition to the Tenants.

c. The Complainant testified that as a result of the bedbug infestation, she resided with relatives for 30 days and disposed of her mattress and other furnishings in the unit. The Complainant further indicated that the Landlord's pest control company in the past had entered her unit to exterminate bugs in general, but was never treated for bedbugs.

2. The Complainant complained that her stove was deficient in that it caused shocks upon touching for a period of two years, and that the Landlord provided attempted service to correct the problem within 3 months; unsuccessfully, but did not replace the stove until 8 months after notification on March, 2019 and clearly by letter of August 4, 2020; with the stove being replaced in April, 2021; 8 months after written letter notice was given on August 4, 2020.

a. The Landlord's representatives testified that the stove was difficult to replace because of the pandemic and because of the type and size of the existing stove.

3. Complainant complained that the fire exit was not according to Code, however there was no Zoning or Code Violation filed, nor evidence of Notices of Violation issued against the Landlord.

4. The Complaint complained of exposure to lead paint on the window sills in the unit as early as August 4, 2020. The windows were contained through painting on March 15, 2021; 7 months later.

a. The Landlord's representative argued that the paint issue may have been caused by the air conditioners; causing condensation on the window sills. However, this was speculation, and the Landlord had no policy concerning the proper use of air conditioners by the Tenants.

5. The Complainant complained that the front door of the common area leading to the 6 units was not secured. Notice was given to the Landlord of this in the written letter of August 4, 2020 and to the present day, continues to be an off and on problem with the door not properly secured for closing; depending on the time, and correction by the Landlord seemed to be erratic.

a. The Landlord claimed that the door issue was mainly cosmetic and that every time a Complaint was raised, the Landlord attempted to correct the problem, but the Landlord refused to replace the door.

6. The Complainant complained of outdoor garbage in the form of mattresses and other appliances and other furniture dumped as a result of the bedbug infestation and not removed. This appeared to be in a common area where the Landlord would have had constructive notice.

a. The Landlord indicated it did not obstruct or provide a safety hazard to the Tenants.

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, 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).

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 for over a year, and the unit is one of 6 residential units in the apartment complex; thus qualifying for rent control jurisdiction.

1. 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 text on July 29, 2020 (Exhibit P-1) and by written letter sent by Certified Mail/RRR on August 4, 2020 (Exhibit P-6). The Board further finds that the Landlord did respond within a reasonable time, but not with a responsible contractor, and that the Complainant is credible and correct in denying entrance to a contractor that has been unsuccessful in exterminating bedbugs since March of the same year, and the Landlord did not notify its Tenants of the problem because of the lack of policy and concern over hysteria, and that the Landlord's representations of the reason for Complainant's refusal was not factually credible in light of the surrounding, established and unrefuted facts.

2. The Board finds that the condition concerning the stove was a significant deficiency, and that the Landlord was put on notice, which was acknowledged by the Landlord and that although there were service calls made, that the condition was not corrected for 8 months from the written notification to the Landlord of August 4, 2020. Therefore, the Landlord's response was not within a reasonable time or effective.

3. The Board finds no deficiency with regard to the issue of the fire exit, since there was no documentation that there was a Code Violation concerning the fire exit and denies that this was a significant deficiency, which is actionable by the Board.

4. The Board finds that the exposure to the lead paint was not a significant deficiency, and that the Landlord acted within a reasonable time period to contain the lead, if, in fact, lead existed.

5. The Board finds that the front door deficiency was a significant deficiency, that the Landlord was put on notice by letter of August 4, 2020, and that the Landlord to date, has not responded in a reasonable fashion to correct the problem.

6. The Board finds that the outdoor garbage and mattress situation is not a significant deficiency, and did not block ingress and egress or cause a safety issue and was not subject to a Code Violation, and therefore not a deficiency subject to the action of the Board.

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, Jamie Cowling, shall be entitled to credits towards rents due and owing in the future, as set forth below.

BE IT ORDERED AND DETERMINED, as follows:

Bedbug Infestation: That based on a monthly rent of \$1,071.00 that Board finds bedbug infestation as a significant deficiency in the subject unit; resulting in a reduced rental value from July 30, 2021 for 21 days. The Board determined 21 days based on the fact that although the Tenant was out of the unit for 30 days, that length of time was not necessary to both have the condition corrected and the unit cleaned and furnishings replaced, but that less than 21 days would also be unrealistic. Based on the number of days and the rent, the Board found 100% reduced rental value for 21 days, or a total credit of \$749.27.

Stove Issue: The Board finds that the stove issue was indeed a significant deficiency from August 4, 2020 through April 2021, but concluded that the Landlord did attempt to correct the situation in the first three months and that as of the date of the hearing the unreasonable delay amounted to 5 months' reduced rental value of 5%, or a credit of \$267.75. The stove was replaced in April, 2021 and no further credits are needed.

Door Issue: The Board finds that the front door situation was a significant deficiency from August 4, 202 to the present; representing a reduced rental value of 1% or \$160.65 for 15 months through October, 2021 and \$10.71 per month beginning November, 2021 and continuing until the door issue is corrected.

Total Credits:

Total credits for which the Landlord may deduct from Tenant's next month's rent is as follows:

Bedbugs:	\$749.27
Stove:	267.75
Door:	<u>160.65*</u>
	\$1,177.67

\*Front door reduction of \$10.71 per month to continue each month and until the door issue is corrected.

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 Mime, Esq., with offices located at 3200 Sunset Avenue, Ocean Township, New Jersey 07712, and the Tenant, Jamie Cowling, residing at 43 Webb Avenue, 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 BOARD MEMBER:** Stephen Lella

**SECONDED BY BOARD MEMBER:** Ruth Johnson

**AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:**

## **ROLL CALL**

**Affirmative:** Johnson, Manning, Lella, Klein, Thomas

**Negative:**

**Abstain:**

**Absent:** Riley, Whitley

## **DISCUSSION ITEMS**

Mr. Anthony stated he received a letter from Mr. Mirne regarding the Cowling matter and he wanted to know how the board came about their decision. He also stated there was a slight difference in the amount that Ms. Cowling was credited for.

Mr. Anthony also announced that the meeting for February would have to be canceled if it was okay with the board.

## **PUBLIC PARTICIPATION**

None

Mrs. Johnson offered a motion, moved and seconded by Mr. Thomas to adjourn the meeting. All were in favor. The next meeting will be held on Thursday, March 3, 2022 at 6pm.

Pamela D. Howard Secretary