

**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 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 unpleasing, 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