

NEPTUNE TOWNSHIP RENT LEVELING BOARD - AGENDA AUGUST 1, 2019- 6pm

Naomi Riley, Chairperson calls the meeting to order and requests the Secretary to call the roll:

ROLL CALL:

Catherine McAphee _____ Connie Holmes _____ James Manning, Jr. _____
Ruth Johnson _____ Naomi Riley _____ Alternate #1 Jeff Klein _____

Flag Salute

Chairperson Riley announces that the notice requirements of R.S. 10:4-18 have been satisfied by the publication of the required advertisement in The Coaster, 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 [June's price index was 278.802, **Area prices up 0.3 percent over the month and 1.7 percent over the year**]

Action Items:

Approval of Minutes – June 6, 2019.

Offered by: _____ Seconded by: _____

Vote:

McAphee _____; Holmes _____; Manning _____; Johnson _____; Riley _____;
Klein _____

Resolutions

Resolution #19- 07 – Resolution of the Neptune Township Rent Leveling Board of Tenants
Complaint of Rose Seward.

Offered by: _____ Seconded by: _____
Vote:

McAfee _____; Holmes _____; Manning _____; Johnson _____; Riley _____;
Klein _____

Resolution #19- 08 – Amend Rules and Regulations for the Rent Leveling Board.

Offered by: _____ Seconded by: _____
Vote:

McAfee _____; Holmes _____; Manning _____; Johnson _____; Riley _____;
Klein _____

DISCUSSION ITEMS:

A. Appeal of Harlee Gardens - (Jadus McIntyre)

PUBLIC PARTICIPATION:

ADJOURNMENT (Time): _____

Offered by: _____ Seconded by: _____

Vote:

McAfee _____; Holmes _____; Manning _____; Johnson _____; Riley _____;
Klein _____

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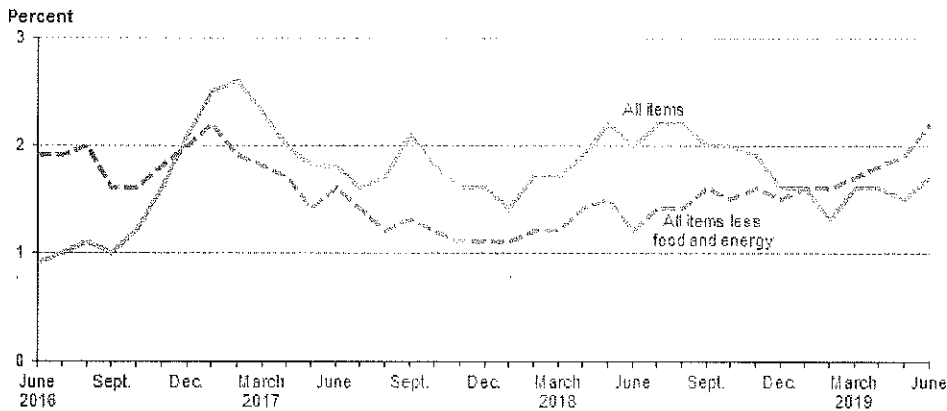
Consumer Price Index, New York-Newark-Jersey City – June 2019

Area prices up 0.3 percent over the month and 1.7 percent over the year

Prices in the New York-Newark-Jersey City area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), rose 0.3 percent in June after edging up 0.2 percent in May, the U.S. Bureau of Labor Statistics reported today. Chief Regional Economist Martin Kohli attributed the rise to higher prices for energy, food, and other items. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

Over the year, the CPI-U increased 1.7 percent. The index for all items less food and energy advanced 2.2 percent. (See [table A](#) and [chart 1](#).) Price increases for shelter drove the 12-month change in both indexes. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, New York-Newark-Jersey City, June 2016–June 2019



Source: U.S. Bureau of Labor Statistics.

Food

The food index increased 0.6 percent after decreasing 0.2 percent during each of the prior two months. A 0.9-percent jump in prices for food at home led to the upturn, with price increases of at least 2.0 percent in three of the six grocery groups. Juices and drinks, cheese, and uncooked beef roasts were among the groceries with higher prices in June. Prices for food away from home rose 0.2 percent.

For the year ended in June 2019, the food index increased 1.7 percent. Food-away-from-home prices rose 2.2 percent, while food-at-home prices increased 1.3 percent.

Energy

The energy index rose 1.4 percent, following increases of 1.7 percent in May and 1.9 percent in April. Prices for household energy climbed 4.9 percent, primarily due to an 8.9-percent seasonal jump in electricity charges. In contrast, gasoline prices fell 3.0 percent, following three consecutive months with price increases exceeding 5.0 percent.

From June 2018 to June 2019, the energy index declined 4.1 percent. Area gasoline prices dropped 5.0 percent, and household energy prices were down 3.4 percent. Among prices for household energy items, natural gas and electricity were each down, -3.9 percent and -2.6 percent, respectively.

All items less food and energy

News Release Information

19-1283-NEW
Thursday, July 11, 2019

Contacts

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Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, New York-Newark-Jersey City, NY-NJ-PA, not seasonally adjusted (1982-84=100 unless otherwise noted)

| Item and Group | Indexes | | | Percent change from- | | |
|--|------------|-----------|-----------|----------------------|------------|----------|
| | April 2019 | May 2019 | June 2019 | June 2018 | April 2019 | May 2019 |
| Expenditure category | | | | | | |
| All items | 277.441 | 278.068 | 278.802 | 1.7 | 0.5 | 0.3 |
| All items (1967=100) | 802.042 | 803.857 | 805.977 | | | |
| Food and beverages | 270.123 | 269.707 | 271.178 | 1.7 | 0.4 | 0.5 |
| Food | 270.294 | 269.643 | 271.257 | 1.7 | 0.4 | 0.6 |
| Food at home | 258.348 | 256.611 | 258.911 | 1.3 | 0.2 | 0.9 |
| Cereals and bakery products | 300.794 | 306.056 | 303.424 | -0.8 | 0.9 | -0.9 |
| Meats, poultry, fish, and eggs | 254.478 | 249.685 | 255.910 | 1.3 | 0.6 | 2.5 |
| Dairy and related products | 227.752 | 224.001 | 228.473 | 3.5 | 0.3 | 2.0 |
| Fruits and vegetables | 325.386 | 328.599 | 326.234 | 1.4 | 0.3 | -0.7 |
| Nonalcoholic beverages and beverage materials ⁽¹⁾ | 255.104 | 251.206 | 261.808 | 3.5 | 2.6 | 4.2 |
| Other food at home | 229.749 | 226.441 | 225.216 | 0.1 | -2.0 | -0.5 |
| Food away from home | 294.575 | 295.465 | 296.138 | 2.2 | 0.5 | 0.2 |
| Alcoholic beverages | 263.215 | 266.044 | 265.516 | 1.5 | 0.9 | -0.2 |
| Housing | 302.413 | 302.192 | 303.608 | 1.8 | 0.4 | 0.5 |
| Shelter | 384.220 | 384.085 | 384.598 | 2.4 | 0.1 | 0.1 |
| Rent of primary residence | 398.932 | 399.681 | 400.852 | 3.4 | 0.5 | 0.3 |
| Owners' equivalent rent of residences ⁽²⁾ | 389.944 | 389.868 | 389.878 | 1.8 | 0.0 | 0.0 |
| Owners' equivalent rent of primary residence ⁽²⁾ | 389.461 | 389.385 | 389.395 | 1.8 | 0.0 | 0.0 |
| Fuels and utilities | 192.664 | 190.433 | 198.596 | -2.8 | 3.1 | 4.3 |
| Household energy | 183.483 | 181.053 | 189.944 | -3.4 | 3.5 | 4.9 |
| Energy services | 174.095 | 171.555 | 181.158 | -3.0 | 4.1 | 5.6 |
| Electricity | 175.302 | 172.359 | 187.778 | -2.6 | 7.1 | 8.9 |
| Utility (piped) gas service | 162.164 | 160.395 | 160.454 | -3.9 | -1.1 | 0.0 |
| Household furnishings and operations | 109.450 | 110.371 | 110.192 | 1.7 | 0.7 | -0.2 |
| Apparel | 120.552 | 122.042 | 122.340 | 0.4 | 1.5 | 0.2 |
| Transportation | 223.336 | 226.897 | 224.883 | -0.7 | 0.7 | -0.9 |
| Private transportation | 210.603 | 212.972 | 210.569 | -1.2 | 0.0 | -1.1 |
| New and used motor vehicles ⁽³⁾ | 91.015 | 90.026 | 89.297 | -2.5 | -1.9 | -0.8 |
| New vehicles ⁽⁴⁾ | 204.534 | 204.301 | 202.513 | 0.8 | -1.0 | -0.9 |
| Used cars and trucks ⁽⁴⁾ | 270.612 | 267.819 | 270.613 | 1.1 | 0.0 | 1.0 |
| Motor fuel | 225.223 | 238.052 | 230.968 | -5.0 | 2.6 | -3.0 |
| Gasoline (all types) | 224.169 | 236.979 | 229.914 | -5.0 | 2.6 | -3.0 |
| Gasoline, unleaded regular ⁽⁴⁾ | 223.441 | 236.450 | 229.090 | -5.2 | 2.5 | -3.1 |
| Gasoline, unleaded midgrade ⁽⁴⁾⁽⁵⁾ | 228.991 | 241.485 | 235.762 | -4.8 | 3.0 | -2.4 |
| Gasoline, unleaded premium ⁽⁴⁾ | 231.591 | 242.951 | 237.990 | -3.7 | 2.8 | -2.0 |
| Motor vehicle insurance ⁽⁴⁾ | 763.145 | 761.868 | 760.120 | 2.7 | -0.4 | -0.2 |
| Medical care | 504.551 | 505.462 | 510.146 | 5.2 | 1.1 | 0.9 |
| Recreation⁽³⁾ | 125.593 | 126.044 | 126.225 | 1.9 | 0.5 | 0.1 |
| Education and communication⁽³⁾ | 144.143 | 144.380 | 144.133 | 1.9 | 0.0 | -0.2 |
| Tuition, other school fees, and child care ⁽⁴⁾ | 1,204.276 | 1,205.871 | 1,205.806 | 3.4 | 0.1 | 0.0 |
| Other goods and services | 433.891 | 435.631 | 436.126 | 0.7 | 0.5 | 0.1 |
| Commodity and service group | | | | | | |
| All items | 277.441 | 278.068 | 278.802 | 1.7 | 0.5 | 0.3 |
| Commodities | 191.104 | 192.610 | 192.396 | 0.1 | 0.7 | -0.1 |
| Commodities less food and beverages | 143.619 | 145.914 | 144.943 | -1.2 | 0.9 | -0.7 |
| Nondurables less food and beverages | 183.761 | 187.698 | 186.153 | -1.6 | 1.3 | -0.8 |
| Durables | 92.979 | 93.358 | 93.064 | -0.3 | 0.1 | -0.3 |
| Services | 350.122 | 350.182 | 351.598 | 2.3 | 0.4 | 0.4 |
| Special aggregate indexes | | | | | | |

Footnotes

(1) Indexes on a December 1977=100 base.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

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Consumer Price Index - New York-Newark-Jersey City, NY-NJ-PA (1982-84 = 100)

All Items (1982-84=100)

All Urban Consumers - (CPI-U)

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Avg |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1989 | 127.0 | 127.6 | 128.9 | 129.5 | 130.2 | 130.5 | 130.6 | 130.9 | 132.2 | 132.8 | 133.2 | 133.3 | 130.6 |
| 1990 | 135.1 | 135.3 | 136.6 | 137.3 | 137.2 | 137.1 | 138.4 | 140.0 | 140.8 | 141.6 | 141.5 | 141.6 | 138.5 |
| 1991 | 143.0 | 143.6 | 143.4 | 143.7 | 144.0 | 144.6 | 145.2 | 145.4 | 145.8 | 145.7 | 146.6 | 146.6 | 144.8 |
| 1992 | 147.3 | 148.0 | 149.1 | 149.2 | 148.9 | 149.5 | 149.9 | 150.8 | 151.4 | 152.1 | 152.2 | 151.9 | 150.0 |
| 1993 | 153.0 | 153.6 | 154.1 | 154.0 | 153.8 | 154.2 | 154.3 | 155.3 | 155.3 | 155.5 | 155.4 | 155.6 | 154.5 |
| 1994 | 156.0 | 157.4 | 157.9 | 157.7 | 157.3 | 157.8 | 158.2 | 159.1 | 159.0 | 159.5 | 159.4 | 158.9 | 158.2 |
| 1995 | 159.9 | 160.3 | 160.9 | 161.4 | 161.8 | 162.2 | 162.3 | 162.8 | 163.2 | 163.6 | 163.8 | 163.7 | 162.2 |
| 1996 | 164.8 | 165.7 | 166.5 | 166.0 | 166.4 | 166.5 | 166.7 | 167.2 | 168.2 | 168.2 | 168.4 | 168.5 | 166.9 |
| 1997 | 169.1 | 170.1 | 170.7 | 170.2 | 169.9 | 170.3 | 170.8 | 170.8 | 171.7 | 172.3 | 172.0 | 171.9 | 170.8 |
| 1998 | 172.1 | 172.7 | 173.0 | 173.0 | 173.0 | 173.1 | 173.6 | 174.2 | 174.4 | 174.8 | 174.7 | 174.7 | 173.6 |
| 1999 | 175.0 | 175.1 | 175.5 | 176.0 | 176.1 | 176.8 | 177.2 | 177.6 | 178.2 | 178.9 | 178.8 | 178.6 | 177.0 |
| 2000 | 179.3 | 180.5 | 181.5 | 181.4 | 181.4 | 182.0 | 182.8 | 183.1 | 184.4 | 184.6 | 184.6 | 184.2 | 182.5 |
| 2001 | 184.9 | 185.3 | 186.4 | 186.6 | 187.3 | 188.3 | 187.8 | 188.1 | 188.0 | 187.8 | 187.8 | 187.3 | 187.1 |
| 2002 | 188.5 | 189.9 | 191.1 | 191.8 | 191.4 | 191.5 | 192.0 | 193.1 | 193.3 | 193.7 | 193.4 | 193.1 | 191.9 |
| 2003 | 194.7 | 196.2 | 197.1 | 196.7 | 196.8 | 196.9 | 197.7 | 199.1 | 199.6 | 200.0 | 199.4 | 199.3 | 197.8 |
| 2004 | 199.9 | 201.1 | 203.4 | 204.0 | 204.4 | 206.0 | 205.5 | 205.7 | 205.9 | 207.3 | 207.2 | 206.8 | 204.8 |
| 2005 | 208.1 | 208.9 | 212.4 | 212.5 | 211.4 | 210.7 | 212.5 | 214.1 | 215.8 | 216.6 | 215.3 | 214.2 | 212.7 |
| 2006 | 215.9 | 216.4 | 218.2 | 220.2 | 221.6 | 222.6 | 223.1 | 224.1 | 222.9 | 221.7 | 220.9 | 221.3 | 220.7 |
| 2007 | 221.767 | 223.066 | 224.551 | 225.780 | 227.146 | 228.258 | 228.628 | 228.326 | 228.308 | 228.552 | 229.504 | 229.395 | 226.940 |
| 2008 | 229.869 | 231.020 | 233.122 | 233.822 | 236.151 | 238.580 | 240.273 | 240.550 | 240.089 | 238.403 | 234.498 | 233.012 | 235.782 |
| 2009 | 233.402 | 234.663 | 235.067 | 235.582 | 235.975 | 237.172 | 237.600 | 238.282 | 238.568 | 238.380 | 238.777 | 238.427 | 236.825 |
| 2010 | 238.970 | 238.862 | 240.101 | 240.529 | 241.075 | 240.817 | 241.147 | 241.569 | 241.485 | 241.981 | 241.960 | 241.874 | 240.864 |
| 2011 | 242.639 | 243.832 | 245.617 | 246.489 | 248.073 | 248.505 | 249.164 | 250.058 | 250.559 | 250.051 | 249.317 | 248.307 | 247.718 |
| 2012 | 249.322 | 250.285 | 251.887 | 252.349 | 252.652 | 252.406 | 252.016 | 253.472 | 254.554 | 254.277 | 254.285 | 253.555 | 252.588 |
| 2013 | 254.807 | 256.234 | 256.589 | 255.967 | 256.270 | 256.911 | 257.326 | 257.659 | 258.504 | 257.069 | 257.377 | 257.284 | 256.833 |
| 2014 | 259.596 | 259.019 | 259.971 | 259.985 | 261.225 | 261.350 | 261.498 | 261.075 | 261.074 | 260.500 | 259.382 | 258.080 | 260.230 |
| 2015 | 258.376 | 259.240 | 259.647 | 259.959 | 261.066 | 261.512 | 261.199 | 261.347 | 261.887 | 261.515 | 261.009 | 259.941 | 260.558 |
| 2016 | 260.342 | 260.875 | 261.508 | 262.619 | 263.312 | 263.877 | 263.722 | 264.160 | 264.602 | 264.738 | 265.203 | 265.421 | 263.365 |
| 2017 | 266.917 | 267.662 | 267.582 | 267.948 | 268.183 | 268.666 | 268.051 | 268.657 | 270.059 | 269.575 | 269.381 | 269.564 | 268.520 |
| 2018 | 270.771 | 272.214 | 272.196 | 272.950 | 274.001 | 274.170 | 274.073 | 274.441 | 275.455 | 275.101 | 274.478 | 273.836 | 273.641 |
| 2019 | 275.144 | 275.823 | 276.570 | 277.441 | 278.068 | 278.802 | | | | | | | |

Urban Wage Earners and Clerical Workers - (CPI-W)

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Avg |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1989 | 125.1 | 125.5 | 126.8 | 127.5 | 128.2 | 128.7 | 128.7 | 128.9 | 130.3 | 130.8 | 131.3 | 131.3 | 128.6 |
| 1990 | 133.0 | 133.1 | 134.5 | 135.0 | 134.9 | 135.0 | 136.0 | 137.4 | 138.7 | 139.5 | 139.5 | 139.5 | 136.3 |
| 1991 | 140.3 | 140.6 | 140.5 | 141.0 | 141.4 | 142.1 | 142.3 | 142.6 | 143.2 | 143.0 | 144.0 | 143.9 | 142.1 |
| 1992 | 144.4 | 144.8 | 145.8 | 145.9 | 145.8 | 146.5 | 146.6 | 147.6 | 148.3 | 149.1 | 149.2 | 149.1 | 146.9 |
| 1993 | 149.9 | 150.3 | 150.7 | 150.7 | 150.4 | 150.7 | 150.7 | 151.7 | 151.8 | 152.1 | 152.0 | 152.1 | 151.1 |
| 1994 | 152.4 | 153.5 | 154.0 | 153.9 | 153.6 | 154.2 | 154.4 | 155.3 | 155.5 | 156.0 | 155.9 | 155.4 | 154.5 |
| 1995 | 156.3 | 156.6 | 157.1 | 157.5 | 158.0 | 158.4 | 158.3 | 158.9 | 159.5 | 159.7 | 159.9 | 159.9 | 158.3 |
| 1996 | 160.9 | 161.7 | 162.5 | 162.2 | 162.8 | 162.8 | 162.8 | 163.3 | 164.4 | 164.4 | 164.7 | 164.7 | 163.1 |
| 1997 | 165.1 | 166.2 | 166.6 | 166.1 | 166.0 | 166.2 | 166.6 | 166.7 | 167.7 | 168.1 | 168.0 | 167.7 | 166.8 |
| 1998 | 167.7 | 168.2 | 168.2 | 168.5 | 168.6 | 168.8 | 169.1 | 169.7 | 169.9 | 170.5 | 170.5 | 170.5 | 169.2 |
| 1999 | 170.8 | 170.6 | 170.8 | 171.3 | 171.5 | 172.1 | 172.5 | 173.2 | 173.9 | 174.5 | 174.6 | 174.3 | 172.5 |
| 2000 | 174.7 | 176.0 | 176.7 | 176.8 | 177.0 | 177.6 | 178.4 | 178.5 | 179.9 | 180.2 | 180.1 | 180.0 | 178.0 |
| 2001 | 180.6 | 180.8 | 181.8 | 181.9 | 183.0 | 183.8 | 183.5 | 183.5 | 183.6 | 183.3 | 183.3 | 182.8 | 182.7 |

Source: U.S. Bureau of Labor Statistics (BLS).

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 15th 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 |
| | | | TOTAL CREDIT | \$5,433.00 |

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.

- 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 | \$32.97 | \$1.65 | 31 | \$51.00 |

| | | | | |
|----------|---------|--------|---------------------|-----------------|
| 2018 | | | | |
| 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 |
| | | | TOTAL CREDIT | \$612.00 |

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 15th 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

NAOMI RILEY,
CHAIRWOMAN

ATTEST:

PAM HOWARD, Secretary

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

TENANT COMPLAINT HEARING

The hearing for (19-03) Rose Seward, residing at 1516 Monroe Avenue, Apt. 18A, Neptune Township vs Harlee Gardens was held. Ms. Seward came before the Board for a reduction in services. She did not have a witness and the landlord was not in attendance but proof was provided that notice was served.

Ms. Seward has resided at the address since February 1, 2016, at a present rent of \$1,142.00 per month, of which, all rent is paid by "Sandy Funds" until her home is repaired.

Ms. Seward's complaint pertained to floors lifting up and mold and mildew which has caused her to have asthma, coughing and sneezing spells and difficulty breathing at times. She also stated that the bathroom ceilings needed repairing as well as the chain guard on the front door. She testified that she's made complaints with the Code Enforcement Department.

The Board found it difficult to act under the ordinance to provide relief sought under the Reduction of Service Clause of the Rent Control Ordinance, the only relief under the clause for reduced services is a reduction or credit to rent due and owing and/or paid by the tenant but the tenant is not paying the rent. The attorney, Mr. Anthony stated there was a possible remedy under the Penalty Clause of the Rent Control Ordinance which provides for a recommendation by the Rent Leveling Board to the Township Committee to pass a Resolution ordering the Code Enforcement Department to issue Summonses for violation of the Rent Control Ordinance.

The Board found that despite the fact that it could request the Township Committee to require Code Enforcement to issue Summonses for violations of the Rent Control Ordinance, and may have to do so in the future, the Code Enforcement Department has already issued Notices of Violations . It was decided by the Board that it might be appropriate to allow the Code Enforcement Department to finalize its legal actions before the Rent Board takes any action with regard to violation of the Rent Control Ordinance.

PUBLIC HEARING

NONE

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

RESOLUTIONS

Resolution # 2019-07

**RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF
TENANT'S COMPLAINT OF ROSE SEWARD**

WHEREAS, the Neptune Township Rent Leveling Board was presented with a complaint by ROSE SEWARD, residing at 1516 Monroe Avenue, Apt. 18A, 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 June 6, 2019, after service was made upon the Landlord, namely, Harlee Garden Neptune Housing, 4403 15th Avenue, Suite 192, Brooklyn, NY 11219, as submitted by the Complainant, within the time period prescribed by local ordinance; and

WHEREAS, on June 6, 2019, the Complainant, ROSE SEWARD appeared before the Neptune Township Rent Leveling Board and testified, with no one appearing on behalf of the Landlord and no witnesses; 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 she has lived in the complex since February 1, 2016 and has had complaints with the Township of Neptune Code Enforcement Department resulting in Notices of Violation since December of 2018 for various maintenance issues, and has during the time period allowed by the Rent Leveling Board Ordinance, had problems concerning mold and mildew, floors arising up, which has caused the Complainant who has asthma, coughing and sneezing spells and difficulty breathing at times
2. That the Complainant has made Complaints with the Neptune Township Code Enforcement Department, who issued a Notice of Violation and Order to Correct, dated December 26, 2018 concerning leaks in the bathroom ceiling and the need to replace bathroom ceiling tiles, buckling floor in the hallway between the bathroom and the bedroom, and the need to repair chain guard on the front door, with a further violation issued on January 28, 2019 for the same offenses.

3. That the Complainant indicated that the rent from February 1, 2016 through 2018 was \$1,095.00 per month, and commencing January 1, 2019 was \$1,142.00 per month, but that she does not pay rent and that a sponsor pays the rent under the category of "Hurricane Sandy Victim," which allows housing to take place on a temporary basis until her house is rebuilt, which is expected within this year.

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 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, ROSE SEWARD, has occupied a unit at 1516 Monroe Avenue, Apt. 18A, Neptune, New Jersey, since February 1, 2016, at a present rent of \$1,142.00 per month, of which, all rent is paid by "Sandy Funds" and the Complainant has alleged reduction in services not yet totally resolved.

With regard to reduced services above the Board finds:

2. The Board finds that it is unrefuted that there is mold and mildew issues in the subject property and based on the Notices of Violation by the Code Enforcement Department of Neptune Township, a leak in the bathroom ceiling and floor buckling in the hallway between the bathroom and the bedroom and repair needed to the chain guard on the front door.
2. The Board finds it difficult to act under the Ordinance with regard to relief sought by the Complainant. Under the Reduction of Service Clause of the Rent Control Ordinance, the only relief under the said clause for reduced services is a reduction or credit to rent due and owing and/or paid by the tenant. In the instant matter, the tenant/Complainant is not paying the rent. There is a possible remedy under the Penalty Clause of the Rent Control Ordinance which provides for a recommendation by the Rent Leveling Board to the Township Committee to pass a Resolution

ordering the Code Enforcement Department to issue Summonses for violation of the Rent Control Ordinance. Such Summonses would be heard by the Municipal Court of Neptune Township, which may result in an issuance of fines and other penalties

3. The Board however finds that despite that fact that it could request the Township Committee to require Code Enforcement to issue Summonses for violations of the Rent Control Ordinance, and may have to do so in the future, the Code Enforcement Department has already issued Notices of Violation and apparently Summonses against the Landlord for violations of the Property Maintenance Ordinance, which in some cases overlaps in terms of what the violation is in the Reduced Services Clause of the Rent Control Ordinance, but is treated separate and distinct in terms of Ordinance violations, and therefore, it might be appropriate to allow the Code Enforcement Department of the Township of Neptune to finalize its legal actions before the Rent Board takes any action with regard to violation of the Rent Control Ordinance.

The Neptune Township Rent Leveling Board hereby finds that it would be most appropriate to allow the Code Enforcement Department of Neptune Township to complete its investigation and legal action against the Landlord with regard to similar violations related to the Property Maintenance Ordinance of the Township of Neptune, rather than the Rent Control Ordinance of Neptune Township, to determine whether those actions may result in remedies for the tenant/Complainant and remediation of the apartment before any further action be taken by the Rent Leveling Board of Neptune Township, and that the Neptune Township Rent Leveling Board shall stay any further action with regard to the Complaint filed by the tenant/Complainant, ROSE SEWARD, Case No. 19-03, filed on March 29, 2019, until the Code Enforcement Department completes its actions, but shall retain jurisdiction to hear this matter further upon complete adjudication of the Neptune Township Code Enforcement Department's Complaint, Summons No. SC-019077, with the understanding that the Board does find that the allegations

made by the tenant/Complainant represent reduced services, but postpones its decision concerning relief under the Rent Control Ordinance at this time.

IT IS FURTHER ORDERED AND DETERMINED, that the municipal attorney is hereby authorized to provide the Landlord, Harlee Garden Neptune Housing, 4403 15th Avenue, Suite 192 Brooklyn, NY 11219, with a new address of 5308 13th Avenue, Ste. 469, Brooklyn, NY 11219, and the tenant/Complainant, ROSE SEWARD, 1516 Monroe Avenue, Apt. 18A, 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: August 1, 2019

NAOMI RILEY,
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 August 1, 2019.

ATTEST:

PAM HOWARD, Secretary

**RESOLUTION 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. There is now a need to further amend the Rules and Regulations to amend 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.

NOW, THEREFORE, BE IT RESOLVED, that the Neptune Township Rent Leveling Board of the Township of Neptune hereby amends the Rules and Regulations as set forth more fully in the attached copy of the Rules and Regulations to this Resolution, to provide that Clause VII, entitled "Notice" (E.) 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.

A true copy of the Rules and Regulations, and in particular the Amendment to Paragraph VII, entitled "Notice" (E.) is attached to the within Resolution as Exhibit A.

OFFERED BY BOARD MEMBER:

SECONDED BY BOARD MEMBER:

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative:

Negative:

Abstain:

Absent:

Dated: August 1, 2019

NAOMI RILEY, 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 August 1, 2019.

ATTEST:

PAM HOWARD, Secretary

**RULES AND REGULATIONS
OF THE
RENT LEVELING BOARD
OF THE
TOWNSHIP OF NEPTUNE**

I. MEETINGS

A. The Rent Leveling Board [hereinafter "Board"] shall meet for one Agenda Meeting and one public meeting [hereinafter "Regular Meeting"] each month.

B. To convene a meeting of the Board, a quorum of the Board's members must be present.

C. The Board may meet at such additional times as it deems necessary. Any such additional meetings shall be advertised by public notice in the official newspaper(s) of the Township and announced at the regularly scheduled meeting preceding the additional meeting.

D. The Agenda Meeting and Regular Meeting will be held in the Township Committee Chambers, on the second floor of the municipal building on the 1st Thursday of each month, with the Agenda Meeting commencing at 6 p.m., and the Regular Meeting commencing immediately thereafter.

E. All Regular Meetings and Agenda Meetings are open to the public and are subject to the Open Public Meetings Act, N.J.S.A. 10:4-12.

F. The Agenda Meeting shall be for the sole purpose of establishing the agenda for the following Regular Meeting and no formal determinations may be made thereat.

G. Executive sessions closed to the public are allowed only upon motion made and passed by the Board pursuant to and in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b) which provides specific items that can be discussed in closed session.

II. OFFICERS

A. The presiding officer of the Board shall be the Chair who shall preside at all meetings.

B. The duties of the Chair shall be as follows:

1. To preside at all meetings of the Board;
2. To sign all formal decisions and resolutions of the Board on behalf of the Board;

3. To ensure that the Rules and Regulations of the Board and the terms of the Neptune Township Rent Control Ordinance are observed and adhered to in the conduct of the business of the Board;

4. To perform all other duties incidental to the office of the Chair as may, from time to time, be required.

C. The Chair shall serve for the balance of the year of initial organization and thereafter serve for a term of one year, commencing with the organizational meeting each January and shall serve until election or reelection of any particular chairperson to the Rent Leveling Board by the Board. There is no limitation of terms for the election or reelection of any particular Chair to the Rent Leveling Board by the Board.

D. The Chair shall be elected by majority vote of the Board at the initial organizational meeting and the annual reorganizational meeting of the Board each January. If no candidate for the office of Chair receives a majority of the Board's member's votes, a runoff election between the two members receiving the highest number of votes shall be held and the winner shall assume the office of Chair. If, because of a tie vote, two runoff candidates cannot be ascertained, the two candidates receiving the highest vote totals and having the longest term of service on the Board shall be runoff candidates.

E. In the absence of the Chair, the member present having the longest term of service on the Board shall preside.

III. ORDER OF BUSINESS

A. The order of business at the Board's Agenda Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;
3. Approval of minutes and any amendments thereto;
4. Reading of Consumer Price Index;
5. Old business: continuation of hearings on complaints previously filed and acted upon and other carry-over business;
6. New business: review of new complaints received by the Board;
7. Public participation;
8. Announcement of Decontrols;
9. Approval of vouchers;
10. Any other items before the Board;
11. Adjournment.

B. The order of business at the Board's Regular Meetings shall be as follows:

1. Roll call;
2. Reading of Sunshine Law;

3. Establishment of Regular Meetings for the year at the Re-organization Meeting;
4. Appointment of Chairperson at the Re-organization Meeting;
5. Approval of minutes and amendments thereto;
6. Reading of Consumer Price Index;
7. Old business: continuation of hearings previously commenced on complaints filed and other continued business;
8. New business; hearing and adjudication of new cases based on complaints filed and other new business;
9. Discussion of other pertinent and timely matters raised by Board Members;
10. Hearing of public comments and questions;
11. Reading of decontrols;
12. Approval of vouchers;
13. Adjournment.

As appropriate, the Agenda for the Regular Meeting may designate matters under the categories of "Old Business" and "New Business".

IV. TENANT'S COMPLAINTS

A. A tenant may institute a proceeding by signing a complaint and presenting it to the Board in person or by mail. This complaint shall be on the Board's prescribed complaint form available at Township Hall and each filed complaint shall be numbered consecutively as received and filed. The complainant shall signify his intent to testify at the public hearing on the complaint and will sign any complaint submitted.

B. At the hearing on any complaint, the complainant shall be required to submit either copies of the written leases pertaining to the rented premises or other proof of present and previous rent charges. The original documents will be made available for examination and inspection and, if appropriate, entered into evidence at the public hearing.

C. The Board may, in its discretion, group similar complaints involving the same issues and landlord, in an effort to expedite disposition of cases.

D. For purposes of control, if a complaint is presented to the Board at its Regular Meeting, the date of said meeting shall be the filing date for the complaint. If a complaint is filed other than at a Regular Meeting of the Board, the filing date shall be the date in which the Board Secretary received the Complaint for filing.

E. No relief shall be granted by the Board to the extent that a complaint seeks relief for any period more than one year prior to the filing of the complaint.

V. LANDLORD'S APPLICATION

- A. A landlord may apply to the Board for an additional rental increase based upon the grounds set forth in section 4 of the Ordinance.
- B. The application may be presented to the Board during any Regular Meeting of the Board. The Board shall number the applications consecutively as they are received and filed.
- C. The Board shall schedule hearing dates for applications received and advise applicant of said hearing date.
- D. All Hardship Applications shall make use of the Hardship Application attached hereto as Exhibit A.
- E. All Capital Improvement Applications shall make use of the Capital Improvement Application attached hereto as Exhibit B.
- F. All Landlord Applications for Hardship or Capital Improvements shall include in addition to the original application and attachments/exhibits provided to the Board Secretary, copies of the application and all attachments/exhibits for all Regular Members of the Rent Leveling Board, as well as additional copies for all appointed Alternate Members, and a copy shall be mailed or delivered directly to the Board Attorney.

VI. BOARD INITIATED HEARINGS

- A. Any board member may initiate a complaint by introduction of a motion which must be duly seconded and adopted by a majority of those members present.
- B. Said motion shall include a statement of the pertinent facts warranting the initiation of the complaint and a hearing thereon.
- C. Written notice of the action of the Board initiating a complaint and the stated facts thereof shall be provided to the landlord and any affected tenants. If, by virtue of the number of affected tenants, individual notice to tenants is not practicable, the Board shall, in its notice to the landlord, require the landlord to post a copy of the notice in a conspicuous public place at the premises, not later than fifteen (15) days preceding the date set forth in the notice for the hearing on the complaint.

VII. NOTICE

- A. Tenant Complaint: Notice shall be served upon a landlord either personally or by Certified Mail/RRR along with a copy of the complaint and exhibits, if any, not less than fifteen (15) days prior to the scheduled hearing date.

B. Landlord Application: Upon the filing of an application by a landlord, notice shall be given the tenant(s) by Certified Mail/RRR or personal service within the fifteen (15) day time period, and per the requirements of Section VII, D below.

C. Upon initiation of a hearing by the Board, notice will be served upon the landlord and affected tenant(s) in the manner prescribed in VI. C. above.

D. Any notice required by this section shall include for each affected party a copy of the filed complaint or application and all attached exhibits that were part of the filed complaint or application and notice of the date, time and place that the matter is scheduled for hearing.

E. Notice provided to the landlord shall be sent and/or served at the address last provided to tenant(s) in their Lease Agreement or by separate certified notification. The landlord is responsible to advise the tenant(s) and the municipality of any change of address from that in municipal records by copying the tenant and the municipality with any amended Registration Statement required to be filed with the State of New Jersey or the municipality. Failure to comply with this provision shall serve as the basis for dismissing any motion or appeal by a landlord stating that the landlord failed to obtain notice due to a change in address.

VIII. HEARING AND ADJUDICATION

A. The Board will not entertain any issues not in the written complaint or application.

B. A hearing on any complaint or application shall be opened by introduction of parties and their representatives, followed by identification of pertinent documents and other papers.

C. In connection with a landlord's application as provided in V. above, the following must be submitted by the landlord to the Board in addition to his application:

1. Legible profit and loss statement;
2. Balance sheet;
3. Copies of invoices and/or contracts evidencing major expenditures;
4. A computation of projected rent increases as authorized by the Ordinance for a twelve (12) month period (for purposes of this projection, a uniform lease expiration ate may be used);
5. A statement sufficient to identify expenses that may fall into the capital improvement category;
6. Sufficient copies as listed in Paragraph V(F) above;
7. Request for hearing (shall be made at least thirty (30) days prior to requested hearing date;
8. Proof of service upon tenants (may be provided at time of hearing);

9. Landlord's affidavit attesting to the accuracy of the profit and loss statement and the balance sheet submitted and that the line items contained therein are true and accurate.

D. In cases where a tenant's personal appearance at the hearing constitutes a hardship to the tenant/complainant, the Board may waive the requirement of personal appearance, provided the complainant has a personal representative with knowledge of the relevant facts appear and state the complainant's case, or the complainant has fully explained the case in writing in detail sufficient to permit the Board to render a decision.

E. The order of the proceedings shall be:

1. Opening statements;
2. Introduction of documents;
3. Examination of witnesses;
4. Cross examination of witnesses;
5. Questioning by Board members;
6. Presentation of exhibits;
7. Final summation.

The complainant or applicant shall proceed first. The order of presentation may be varied by the Board when it deems it advisable to do so.

F. Proceedings before the Board shall be informal in that strict adherence to the rules of evidence shall not be required provided, however, that in each instance, the evidence presented must be relevant to the issues before the Board.

IX. DETERMINATIONS

A. The Board shall send written notice of its final determination to the complainant and the landlord.

B. The Board shall provide the Governing Body with the determination of the Board when requested to do so.

C. All determinations of the Board shall be a matter of public record and shall be part of the minutes of the hearings.

X. ENFORCEMENT OF BOARD DECISIONS

A. In cases where a landlord or tenant is in willful wanton and intentional violation of a Board decision or in violation of any aspect of the "Open Housing Practices; Rent Control; Protective Tenancy" ordinance, the Board, by resolution, pursuant to Sections 4-32.1 and 4-32.2 of the Rent Control ordinance may make a recommendation to the Township Committee that the violation be prosecuted by the

Township Code Enforcement Officer by signing a complaint within fifteen (15) days after Township Committee authorization by resolution.

B. Prior to any recommendation being made to the Mayor and Township Committee concerning a violation of a Board decision or a violation of the Rent Control ordinance, the Board shall authorize the Board Attorney to put the violating landlord or tenant on written notice of the alleged violation by mailing a letter by certified mail, return receipt requested, and regular mail to the violator and demand that the violator cease his violation within ten (10) days of receipt of the aforesaid notice or a time period that the Board Attorney feels would be reasonable under the circumstances with regard to cessation or remediation of the violation and should said violation not cease, or is remediated, within the time period prescribed by the notice the Board's recommendation may at that time be forwarded to the Mayor and Township Committee. The Board may authorize the notice and recommendation to the Mayor and Township Committee simultaneously under the same resolution with the provision that the recommendation be made subject to the violator failing to cease his violation or failure to remediate within the time period prescribed by the notice.

C. The enforcement procedure stated in Paragraphs (A) and (B) above shall not be considered either exclusive or mandatory in nature and the Board may pursue any and all existing means of enforcement allowed by the Rent Control Ordinance and by law within the authority and powers granted to the Rent Control Board.

XI. DOCUMENTATION

A. Minutes will be recorded by the Board Secretary and shall be posted in Township Hall.

B. All Regular Meetings will be tape recorded to provide a verbatim account of said meetings.

C. The transcript of any hearing will be provided to anyone requesting it in writing. The request must be accompanied by a check or money order to cover the deposit required.

1. A one hundred (\$100.00) Dollar deposit is required for each tape hour of each transcript or that amount required by an outside contractor, if any, either contracted for by the Board or requestor.

2. The cost of a transcript will be \$7.50 per typed page or that amount required by an outside contractor, if any, either contracted for by the Board or requestor. The cost will be deducted from the deposit and adjustments made when the transcript has been compiled.

3. Additional copies of the transcript will be provided at a cost of fifty (\$.50) cents per page per copy or that amount required by an outside contractor, if any, either contracted for by the Board or requestor.

D. All matters coming before this Board, including but not limited to documents, evidence, testimony, applications, complaints, etc., shall be a matter of public record.

E. The Minutes of the Board shall be a permanent record of the Board and maintained on file at Township Hall for such time as the Governing Body or Township Clerk, as appropriate, shall determine, or as otherwise provided by law.

XII. DETERMINATION OF PROTECTED TENANT STATUS

All applications made to the Board for protected status under the Senior Citizen and Disabled Protected Tenancy Act [“the Act”] shall be referred by the Board to the Board’s attorney for his review and determination of eligibility. If the Board attorney concludes that any application is incomplete, he shall notify the applicant in writing of the nature of the incompleteness and request that any information or documentation necessary to render the application complete be provided to him within the time prescribed by the Act. Upon receipt of a complete application, the Board attorney shall promptly review the application and supporting documentation and render a decision thereon concerning the applicant’s eligibility under the Act. The Board attorney’s decision concerning eligibility shall be made within the time prescribed by the Act, provided, however, that the Board attorney shall reduce his eligibility determination to the form of a written resolution which shall be presented to the Board for adoption as soon as practicable and unless the Board adopts a resolution contrary to the Board attorney’s determination, the eligibility determination of the Board attorney shall be deemed final for all purposes of the Act.

XIII. PROCEDURE FOR APPEALS

A. Time for appeal – Both landlord and tenant may appeal a decision, resolution or action of the Board within twenty (20) days from the date of the determination.

B. How to appeal – An appeal from a decision of the Board is taken by serving a copy of the Notice of Appeal and a Request for Transcript upon all parties appearing in the action and the Board with the original Notice of Appeal to the Mayor and Township Committee and the original Request for Transcript to the Secretary of the Board within the time period prescribed by XII. A.

C. Requirements of Notice of Appeal – The Notice of Appeal shall set forth the name of the party taking appeal (appellant) and his address or the address of his attorney, if represented, the names of all parties to the action and to the appeal, and shall designate the decision, action or rules appealed from with an attached copy of the written decision, action or rule or, if not in writing, description of the same.

D. Request for transcript – A request for transcript shall be filed not later than the time of the Notice of Appeal with the original filed with the Board’s Secretary and a copy to all parties and to the Mayor and Township Committee. Said request for transcript shall state the names of all parties to the action, date or dates of hearing and be accompanied with a deposit as prescribed by XC(1). If no verbatim record was made the proceedings, the appellant shall within fourteen (14) days of the filing of the Notice of Appeal serve upon all parties a statement of the evidence and proceedings prepared from the best available sources including his recollection. The respondent may within fourteen (14) days after service, serve upon the Appellant, the Mayor and Township Committee and the Board any proposed objection or amendment. Within fourteen (14) days after objections have been filed or if no objection within sixty (60) days of the Notice of Appeal, the Board shall file with the Mayor and Township Committee its settled statement of proceedings and provide copies to all parties.

If a verbatim record made of the proceedings has been lost, destroyed or otherwise is unavailable, the Board will supervise the reconstruction of the record. In such a case, the Board’s Secretary will advise the parties within fourteen (14) days of service of the request of transcript of the need to reconstruct the record. At such time, the applicant shall have fourteen (14) days to file his statement of evidence and proceedings prepared from the best available sources including his recollection. The respondent shall have fourteen (14) days after service of appellant’s statement to service upon the appellant, Mayor, Township Committee and Board any proposed objections or amendments. Within sixty (60) days of the filing of the Notice of Appeal, the Board based on the statements, amendments and objections, if any, of the parties along with its own evidence and recollection shall submit to the Mayor and Township Committee with copies to the respective parties a written statement as to the reconstructed record of the hearing which is the subject of the appeal.

E. Decision of appeal – The Mayor and Township Committee shall hold a hearing on the appeal and schedule the same upon receipt of both the Notice of Appeal and transcript or statement or reconstruction of proceedings.

F. Copies of transcript or statement or reconstruction of proceedings – Appellant must provide an original and six (6) copies of the transcript, if available, to the Mayor and Township Committee with a copy to all parties in the action and a copy to the Board at his own cost and expense.

G. The Appellant shall provide all affected parties written notice of the appeal at least ten (10) days prior to the hearing before the Mayor and Township Committee by Certified Mail/RRR or personal service, which shall include the Notice of Appeal, the date, time and place of the hearing and shall indicate to the affected parties the availability of the transcript and all documentation utilized for the appeal at a location convenient, on site with regard to the apartment complex, which can be inspected by the affected party or for which copies can be purchased at a rate which is the same as that of the municipal rate for copies.

XIV. BOARD VACANCIES AND REMOVAL OF BOARD MEMBERS

Pursuant to N.J.S.A. 40A:9-12.1 the following grounds shall establish the existence of a vacancy on the Rent Leveling Board or the legal basis for seeking a removal of a Board member:

- A. Upon it's being so declared by judicial determination;
- B. Upon the filing by such member of his written resignation;
- C. Upon refusal of a person designated for appointment for such office to qualify or serve;
- D. Upon the determination of the appointment authority that such officer shall have become physically or mentally incapable of serving;
- E. Upon the death of such of such member;
- F. In this case of a member of the board without being excused by a majority of the authorized members of such body, failing to attend and participate at meetings of such body for a period of eight consecutive weeks or for four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period provided that such body shall notify the Township Committee of the Township of Neptune in writing of such determination; provided, further, that the Board may refuse to excuse only with respect to those failures to attend and participate which are not due to legitimate illness.
- G. Upon the removal of such officer for cause in accordance with the law or any other reason prescribed by law.

XV. RULES AND REGULATIONS

- A. A copy of these Rules and Regulations shall be filed with the Township Clerk.
- B. These Rules and Regulations may be amended by a majority vote of the Board.
- C. All amendments to these Rules and Regulations shall be presented at a Regular Meeting of the Board for public discussion and Board vote, prior to adoption.

Dated: December 17, 2013; amended November 3, 2016; February 2, 2017; March 1, 2018; May 3, 2018; August 1, 2019