

## NEPTUNE TOWNSHIP RENT LEVELING BOARD

### Minutes – October 14, 2021

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, Naomi Riley, William Whitley and Alternate #1 Jeff Klein. Absent: James Manning and Alternate #2 Wendel Thomas.

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.

Mrs. Johnson announced that the Consumer Price Index [September's price index was 295.488 area prices up 0.5 percent over the month and up 3.8 percent over the year.

### APPROVAL OF MINUTES – August 5, 2021

Mrs. Riley offered a motion to approve the minutes, moved and seconded by Mrs. Johnson all were in favor. Mr. Whitley abstained due to the fact that he was absent for the meeting.

### RESOLUTIONS

#### RESOLUTION #21-04

#### **RESOLUTION OF THE NEPTUNE TOWNSHIP RENT LEVELING BOARD OF TENANT'S CONTINUING COMPLAINT OF DELROY KERR**

**WHEREAS**, the Neptune Township Rent Leveling Board was presented with a Complaint by DELROY KERR, residing at 248-250 Myrtle Avenue, Apt. 9, Neptune Township, New Jersey, filed on June 7, 2021 under Case No. 21-01 alleging an illegal rent increase, effective May 1, 2021, and reduced 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 August 5, 2021, after service was made upon the Landlord, namely, Ashbrook Properties, PO Box 1448, Jackson, New Jersey 08727, as submitted by the Complainant, within the time period prescribed by local ordinance; and

**WHEREAS**, on August 5, 2021, the Complainant, DELROY KERR 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 request for relief:

1. The Complainant received a Notice and new Lease providing a 30 day Notice to Quit with an increase in rent of \$9.00 effective May 1, 2021 in the Notice and \$17.00 in the Lease, in an apartment complex with the number of units which makes it subject to the Rent Control Ordinance.

2. The Complainant has noticed mold on the outside of the apartment, and the entrance to the front door since June 7, 2020 and has smelled mold in his apartment in a closet.
3. The Complainant has broken floor tiles in the bathroom, which stick to his feet and shoes.
4. The Complainant provide no Notice to the Landlord on mold, but placed the Landlord on Notice on the tile problem in the bathroom by text on October 9, 2020 and again on October 28, 2020, which he provided as an exhibit to the Board, for which the Landlord has not corrected nor responded to date; and

**WHEREAS**, the Neptune Township Rent Leveling Board, based on the aforesaid grievances and request for relief, made the following determinations:

1. That the Board found 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).
2. That the Neptune Township Rent Leveling Board had subject matter jurisdiction over the Tenant and Landlord, and the Tenant/Complainant's unit was one of three or more units in the apartment complex, which makes it subject to the Rent Control Ordinance.
3. That the Complainant, DELROY KERR, has occupied a unit at 248-250 Myrtle Avenue, Apt. 9, Neptune, New Jersey, for over a year with the present rent of \$836.00 per month, and was given an improper Notice of Increase to \$853.00; which is hereby found to be illegal, and had alleged reduction in services; not yet resolved.
4. That the allegation of mold, even though it may be considered a deficiency, was not acted upon by proper Notice to the Landlord, and therefore, cannot be remedied by this Board at this time.
5. The Board does find that the broken tiles in the bathroom are a significant deficiency and dangerous to the Tenant/Complainant, and that proper Notice was given of the tile situation discovered on October 9, 2020 with appropriate text Notice on October 9, 2020 and again on October 28, 2020; without response by the Landlord.

**NOW, THEREFORE, BE IT ORDERED AND DETERMINED**, by the Neptune Township Rent Leveling Board, that the Neptune Township Rent Leveling Board hereby determines as follows:

1. The Notice of Increased Rent was improper in that under the Rent Control Ordinance, 60 days' Notice must be provided for any annual rent increase, and a Notice must provide the calculations as to how the amount of increase was arrived at based on the Rent Control Ordinance, and that the rent increase from \$836.00 to \$853.00 was an illegal rent increase based on improper Notice, and that the Tenant/Complainant is entitled to a credit of \$17.00 per month for each month the increase was paid, and shall continue to pay \$836.00 per month until proper Notice with the proper rent calculation increase is received; and

2. That the tile issue in the bathroom is a significant deficiency, which resulted in a reduced rental value from October 9, 2020 through the date of the hearing of August 5, 2021 of 10% of the total base rent of the subject unit, with a present monthly rent of \$836.00; or a credit of \$83.60 per month; for a total credit to the date of the hearing of August 5, 2021 of \$836.00 (10 months) and a continued 10% credit for the month of August, 2021 and continuing for each month until the bathroom tile floor situation is completely remediated.
3. The Tenant/Complainant may deduct the aforesaid credits towards future rental payments.

**IT IS FURTHER ORDERED AND DETERMINED**, that the municipal attorney is hereby authorized to provide the Landlord, ASHBROOK PROPERTIES, LLC, with an address of PO Box 1448, Jackson, New Jersey 08527 and the Tenant/Complainant, DELROY KERR, with an address of 248-250, Apt. 9, Myrtle Avenue, Neptune Township, 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/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: Riley

SECONDED BY BOARD MEMBER: Johnson

AND ADOPTED ON ROLL CALL BY THE FOLLOWING VOTES:

ROLL CALL

Affirmative: Johnson, Riley, Klein

Negative:

Abstained: Whitley

Absent: Manning, Thomas

**DISCUSSION ITEMS**

Hearing – 21-2 Jamie Cowling vs Gerald Profita Property Management Co. McNeely Property Management. Present were Ms. Cowling, her witness Tina Patlais and on behalf of the landlord Francine Simonson, Barbara Elmer and Michael Mirne, Esq.

Ms. Cowling was sworn in and stated she was a resident of 43 Webb Avenue in Ocean Grove since March of 2018. She testified that her apartment had bed bugs dating back to the third week in July 2020 and she notified the landlord initially by phone. She spoke to Barbara Elmer and was told that she would send someone over because they were doing routine pest control. Their guy stopped by and sprayed a liquid in her kitchen and walked in her bedroom then walked out. She stated later she called regarding the bed bug issue and the landlord offered to send their guy over but they wouldn't be able to do anything for 48 hours. She did not recall if they came over or if she allowed them to come in. She stated she paid to have her own exterminator to come in and spray.

Exhibit P1 dated July 29 was the notification of the problem with the bed bugs.

Exhibit P2 itemization list

Exhibit P3 & P4 pest control bills

Ms. Cowling stated she lived in a hotel for 1 month from July 29, 2020-August 28, 2020. She stated she also had to live with her brother and a friend. She replaced her couch, bed frame, mattress, box spring and had to have her clothes professionally cleaned.

Ms. Cowling also stated that her oven shocked her for over two years, beginning in March 2019. She stated it has been replaced within the last six months.

Exhibit P6 certified letter for stove date August 4, 2020-April 2021.

Ms. Cowling stated the fire escape was not up to code per the Department of Consumer Affairs. The building was sited. The inspector was not allowed to issue her the summons only the property owner. It's currently still in the same condition since August 2020.

Ms. Cowling discussed the lead paint in her apartment that's been there since August 2020 Exhibit P7. On August 4, 2020 she notified the landlord of the condition of the door and how unsafe it was on August 4, 2020 Exhibit P8.

Ms. Cowling also discussed the condition of the storage area in the building.

Mrs. Johnson offered a motion to end this portion of the meeting, moved and seconded by Mrs. Riley; all were aye. Mr. Whitley left at this time.

#### **PUBLIC PARTICIPATION**

None

Mrs. Riley offered a motion, moved and seconded by Mrs. Johnson to adjourn the meeting. All were in favor. The next meeting will be held on Thursday, November 4, 2021 at 6pm.

Pamela D. Howard Secretary