2010
BOROUGH OF DUMONT
ORDINANCE

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CARRICK	✓			
CASPARE	✓			
FREEMAN	✓			
MANNA	✓			
STYLIANOU	✓			
ZAMECHANSKY	✓			
MAYOR MCHALE				
TOTALS	6			

Offered by: Manna
Seconded by: Freeman

Ordinance No. 1414
Date: August 17, 2010
Page: 1 of 7
Subject: Rent Control
Purpose: Approval
Account No.
Contract No.
Dollar Amount:
Prepared By: Gregg Paster, Esq.

Certified as a true copy of an Ordinance adopted at 2nd reading by the Borough of Dumont on the above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Borough Clerk
Borough of Dumont, Bergen County, New Jersey

RENT CONTROL ORDINANCE

The Governing Body of the Borough of Dumont, in the County of Bergen, in the State of New Jersey does ordain:
Chapter 322, Rent Control, shall be deleted and replaced and amended in its entirety so as to read:

RENT CONTROL

§ 322-1. Definitions.
§ 322-2. Rent Leveling Board; membership;
§ 322-7. Maintenance of standards.
§ 322-8. Maintenance of services

powers.
§ 322-3. Determination of rents
§ 322-4. Notice of rent increase; notice of intent to vacate
§ 322-5. Rent increases for vacated housing space
§ 322-6. Appeals; hardship applications.
§ 322-9. Procedure for filing a complaint
§322-10 Violations and penalties
§322-11 Construction of article

[HISTORY: Adopted by the Mayor and Council of the Borough of Dumont by Ord. No. 877 (Secs. 11A-1 through 11A-9 of the 1970 Revised Ordinances): Amendments noted where applicable.]

---

§ 322-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

AVAILABLE FOR RENT TO TENANT- Fit for habitation as defined by the Housing Inspection Code and occupied or unoccupied and offered for rent.

DWELLING- For the purposes of this article shall mean any building, structure or trailer park containing two or more residential rental units, exempted from this article are owner-occupied two-family houses.

HOUSING SPACE- Includes that portion of a dwelling, rented or offered for rent for living and dwelling purposes, together with all privileges, services, furnishings, furnishings requirement, facilities and improvements connected with the use or occupancy of such portion of the property.

EXEMPTIONS- Exempt from this ordinance are motels, hotels and similar type buildings which up to one-third of the occupied floor space is commercial, and housing units of two units or less in which the owner of the premises resides, housing units, newly constructed and rented for the first time are exempted, and the initial rent may be determined by the landlord. All subsequent rents will be subject to the provisions of this ordinance.

§ 322-2. Rent Leveling Board; membership; powers. [Amended by Ord. No. 1004]

A. The Rent Leveling Board shall consist of two landlord representatives, two tenant representatives and one resident homeowner appointed by the Mayor with consent of the Borough Council, except for the resident homeowner, who is to be appointed by the Mayor in his sole discretion. In addition to the five regular members, there shall be three alternate members of the Rent Leveling Board [one tenant, one homeowner, and one landlord]. Said alternates shall be appointed in the same manner as the regular members of the Rent Leveling Board and shall have voting powers upon the absence of a regular member for the category to which they are appointed as alternate. The Chairman of the Rent Leveling Board shall be the homeowner member of the Board.

B. The term of office, as designated by the Mayor, with consent of the Borough Council, for the members of the Rent Leveling Board shall be for a period of three (3) years, ending on December 31st, or until a successor is appointed and qualified. Terms of office for all new Board members shall be staggered. On the first Rent Leveling Board, two members shall serve for three years, two members shall serve for two years, and one member shall serve for a one year term. The members shall serve until their successors are appointed and have qualified for the office. The interim between the appointment of the members of the first Board and the next January shall be in addition to the aforesaid term of office.

C. When a member, without being excused by a majority of the authorized members, fails to attend and participate at meetings for a period of 8 consecutive weeks, or for four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period, upon written notification to the Mayor and Council, the Rent Leveling Board shall remove said member. The Board may refuse to excuse an absence only with respect to those failures to attend and participate which are not due to legitimate illness.

D. The Rent Leveling Board is hereby granted and shall have and exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purposes of this article, including but not limited to the following:

(1) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this article, which rules and regulations shall have the force and effect of law until revised, repealed or amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Borough Clerk.

(2) To supply information and assistance to landlords and tenants to help them comply with the provisions of this article.

(3) To hold hearings and adjudicate applications from landlords for additional rental as determined by Section 11A of this article and to hold hearings and adjudicate complaints by tenants concerning violations of rental provisions of this article. The Rent Leveling Board shall give reasonable opportunity to be heard both to landlord and tenant before making any determination in this Paragraph (3).

(4) To review charges of tenant harassment.

E. Both the landlord and the tenant may appeal the findings of the Rent Leveling Board to the Mayor and Council. Any appeal to the Governing Body must be done within 20 days from the date of the said determination and request a hearing.

§ 322-3. Determination of rents. [Amended by Ord. No. 925; Ord. No. 947; Ord. No. 1004]

Establishment of rents between a landlord and tenant to whom this article is appropriate shall be determined by the purposes of this section. No landlord shall increase the rental of any housing space more than once in a twelve-month period, except for as provided in Section 322-4 hereof. The maximum increase for a twelve-month period shall be five percent (5%) of the current rent or the percentage increase of the Consumer Price Index ("CPI"), whichever is less for all dwelling units covered by Chapter 11A of the Revised Ordinances of the Borough of Dumont. The CPI shall be established and published on the Borough website by the Rent Leveling Board, on a bi-annual basis, on January 1st and July 1st of each calendar year, based upon an average of the CPI as is determined by the U.S. Department of Labor Statistics for the New York, New York-northeastern New Jersey area, or its successor.

§ 322-4. Notice of rent increase; notice of intent to vacate.

A. Any landlord seeking an increase in rent shall notify the tenant of the rent increase and also notify the tenant of the calculations involved in computing the increase. Copy of said notices are to be served upon the tenant at least 60 days prior to the expiration of a periodic lease or, if on a month-to-month tenancy, 60 days prior to the date on which the landlord seeks the rental increase to be effective. All landlords shall also forward a copy of notices of any and all increases to the Rent Leveling Board.

B. A tenant shall have the obligation and responsibility of advising his landlord, at least 30 days prior to the expiration of a periodic lease or a month-to-month tenancy, of his or her intention not to renew the lease or tenancy contract.

§ 322-5. Rent increases for vacated housing space. [Amended by Ord. No. 925; Ord. No. 1101]

Notwithstanding any limitations upon permissible rent increases under any other provision of this article, upon the voluntary, uncoerced vacation of any housing space regulated by this article, the landlord may increase the rent for such housing space up to the fair market value. Fair market value shall be defined as an estimate of the market value of a property, based on what a knowledgeable, willing, and unpressured buyer would likely pay for similarly situated units in the near vicinity and surrounding area. There shall be only one such increase per housing space in any twelve-month period. When the housing space is re-rented, it shall be subject to the provisions of this article.

A. To qualify for such increase, the landlord shall first file with the Rent Leveling Board a written statement, signed by the vacating tenant, certifying to the Board that vacation of the housing space was voluntary and not the result of any harassment, coercion or pressure by the landlord. Such certification shall not be required if

(1) The rental increase does not exceed the total of all permissible increases authorized by other provisions of this article;

(2) The tenant has moved without notice to the landlord;

(3) The housing space has been vacated pursuant to court order; or

(4) The tenant has refused to sign such certification, in which case the landlord shall file a statement with the Board setting forth the circumstances under which the tenant vacated the housing space.

B. Upon vacation of any housing space hereafter, the landlord shall file a statement with the Rent Leveling Board, certifying to the Board:

(1) The apartment and building numbers of such housing space.

(2) The rent paid by the vacating tenant.

(3) The maximum rent increase which would be permissible under the provisions of this article.

(4) The number of days such apartment remains vacant.

(5) The rent agreed to by the new tenant for such apartment.

(6) That the vacation of such apartment was the voluntary act of the vacating tenant and that such vacation was not the result of landlord harassment or pressure upon such vacating tenant.

(7) The name and forwarding addresses, if known, of the vacating tenant.

§ 322-6. Appeals; hardship applications.

A. In the event that a landlord cannot meet his mortgage payments and maintenance costs, or he cannot realize a reasonable profit from his investment in his property, he may appeal to the Rent Leveling Board for increased rental. The Board may grant the landlord a hardship rent increase to meet these payments. However, the Board will not consider a hardship application unless the applying landlord has been the owner of the property in question for a least one year.

B. Prior to granting any increase, the Rent Leveling Board shall require complete financial disclosure, including statements of income and expenses and current cash flow statements and any other evidence deemed necessary for the Board to render a decision in connection with all such applications, and, prior to the granting of any increases, the Rent Leveling Board shall give at least 10 days' notice of public hearing thereon.

§ 322-7. Maintenance of standards.

During the term of this article, the landlord shall maintain the same standards of service, maintenance, furniture, furnishings or equipment in the building complex as s/he provided or was required to do by law or lease at the date the lease or tenancy was entered into.

§322-8. Maintenance of services.

A tenant shall be entitled to an application for a decrease in rent when the property owner performs any construction in the residential building which results in there being a separate apartment unit meter and billing for any utility service including but not limited to heat, hot water, water, and sewerage. The Rent Leveling Board shall prepare the necessary forms and regulations to implement this section.

Determinations in this paragraph shall be made by the Rent Leveling Board. The Rent Leveling Board shall allow a reduction in rent which reduces the tenant's rent by the amount of the average monthly tenant's utility charge which was previously provided as a common utility charge for the entire building.

This Ordinance contains no additional provision dealing with utilities.

§ 322-9. Procedure for Filing a Complaint.

If a tenant believes that his/her landlord is in violation of the provisions of this Ordinance, s/he may complete a Tenant Complaint Form, which may be obtained from the Borough Clerk's Office, during normal business hours, or on the Borough website at www.dumontnj.gov . The Complaint Form shall be filled out in its entirety and submitted along with a nominal processing fee of five dollars ($5.00), to the Dumont Borough Clerk's Office, Attn: Rent Leveling Board, 50 Washington Avenue, Dumont, New Jersey. The tenant shall serve his/her landlord with the completed Complaint Form, via certified mail, and Tenant shall retain proof of service receipt(s).

Upon receipt of the Complaint Form, the Board shall review the Complaint Form and the matter shall be scheduled for a hearing. The Board shall notify the parties of a briefing schedule, pursuant to which, the Landlord may submit an objection, and pursuant to which the Tenant may submit a further reply. Upon submission of written statements by the Tenant and Landlord, the Board shall hold an impartial hearing to determine the merits of the Complaint Form. Unless the parties enter into a settlement agreement, the Board will issue a written decision granting or denying the requested relief in the Complaint Form.

If no objection is filed or if the Tenant does not request a hearing and the Board determines that a decision can be rendered without testimony, the Complaint Form will be decided administratively, without a hearing.

§322-10. Violations and penalties.

A violation of the ordinance is a municipal ordinance violation and is punishable by a fine, possible jail time, or community service.

A willful violation of any provision of this article including, but not limited to the willful filing with the Rent Leveling Board of any material misstatement of fact, shall be punishable by a fine not to exceed one thousand dollars ($1,000.00), and/or community service for a period not to exceed 60 days, and/or imprisonment for a period not to exceed 30 days

The provisions of this Ordinance shall be enforced by the Code Official or other competent official of the Borough of Dumont Building Department. Said Official shall issue summons(es) and notice(s) of violations in accordance with the provisions of this Ordinance.
In addition, treble damages may be sought in a court of competent jurisdiction. Such penalty, and/or damages shall be computed on the basis of a separate violation as to each leasehold. In addition to the rights conferred on a tenant herein, a tenant may seek redress against a landlord pursuant to the provisions of the Consumer Fraud Act, N.J.S.A. 56:8-1 et. seq. if a landlord shall overcharge rent. The Consumer Fraud Act shall act as an enforcement mechanism to an individual tenant who may seek redress by an award of reasonable attorneys' fees and treble damages for a successful suit against a landlord for overcharging of rent as mandated by said Act.

§ 322-11. Construction of article.

This Article, being necessary for the welfare of the Borough and its inhabitants, shall be liberally construed to effectuate the purposes thereof. The provisions of this ordinance are intended to provide an equitable basis for the establishment of rents, taking into consideration, taxes, major capital improvements, hardships and other pertinent factors. The general standards of this ordinance are intended to have flexibility and are not so specified as to eliminate the exercise of discretion on the part of the Rent Leveling Board.

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Matthew P. McHale, Mayor

Attest:

Susan Connelly, RMC
Borough Clerk

Introduced: July 20, 2010
Adopted: August 17, 2010