

**THE CITY OF  
EAST ORANGE, NEW JERSEY  
ORDINANCE NO. 47 OF 2015**

**ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 218-1 ET SEQ., OF  
THE CODE OF THE CITY OF EAST ORANGE, ENTITLED “RENT CONTROL  
AND CONVERSIONS”**

**WHEREAS**, Chapter 218-1 et seq., was enacted to create a Rent Control Board and establish the position of the ~~Rent Leveling Administrator~~ Rent Regulation Officer to regulate, control and stabilize rents and address complaints from tenants within the City of East Orange; and

**WHEREAS**, Ordinance No.: 9 of 2010 adopted on July 19, 2010 to amend and supplement Chapter 218-1 et seq., is invalid due to untimely publication; and

**WHEREAS**, The City of East Orange desires to amend and supplement Chapter 218-1 et seq.

**NOW THEREFORE BE IT ORDAINED**, by the City Council of the City of East Orange that:

**SECTION 1:** The Code of the City of East Orange, Chapter 218 is hereby amended and supplemented as follows:

**§ 218-1. Board membership; repealer; effect on prior authority and decisions of Board; meetings of Board.**

A. There shall be a Rent Control Board of seven members as follows: Three must be landlords owning rental property located within the city; three must be tenants living within the city; and the seventh member shall be a homeowner living within and owning property located within the city, which property shall not be subject to the provisions of this chapter. Each member shall be appointed by the Mayor and confirmed by City Council, each for a three-year term, served without compensation.

B. This chapter is intended to repeal and replace Ordinance No. 52 of 1975 and amendments and supplements thereto. Ordinance No. 1 of 1974, Ordinance No. 9 of 1975, Ordinance No. 52 of 1975, Ordinance No. 51 of 1977, Ordinance No. 13 of 1978, Ordinance No. 52 of 1978 and Ordinance No. 42 of 1979 are repealed and replaced by this chapter. However, nothing in this chapter shall abrogate, dissolve or affect any of the powers, rent restrictions, authority or actions heretofore held or

taken by the Rent Control Board created under Ordinance No. 1 of 1973 or Ordinance No. 42 of 1973, which were replaced by Ordinance No. 1 of 1974 and further amended by Ordinance No. 9 of 1975, Ordinance No. 52 of 1975, Ordinance No. 51 of 1977, Ordinance No. 13 of 1978, Ordinance No. 52 of 1978 and Ordinance No. 42 of 1979, and all actions and opinions heretofore taken or made shall remain in full force and effect. The fixing of rents and judgments, findings and conclusions with respect to the control of rents within the City of East Orange shall remain unimpaired under this chapter and shall be subject to this chapter in future determinations.

C. All members of the Board are required to attend all official meetings of the Board. Any Board member who is absent from three or more committee meetings or public hearings during the course of a calendar year shall be subject to removal from the Board by the Mayor.

### **§ 218-2. Powers and duties of Board.**

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

A. To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this act, which rules and regulations shall have the force 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 City Clerk.

B. To supply information and assistance to landlords and tenants to help them comply with the provisions of this chapter.

C. To hold hearings and adjudicate applications from landlords for additional rental as hereinafter provided.

D. To hold hearings and adjudicate applications from tenants as to probable violations of this chapter.

E. As to judicial determinations, to give both landlord and tenant reasonable opportunity to be heard before making any determination.

F. To advise and give direction to the Administrator of the Rent Leveling Board and approve and/or disapprove any determinations outlined under § 218-3 of this chapter.

G. To administer and implement the amendatory and supplementary Act of P.L. 1981, c. 226, EN which provided protection to senior citizens and disabled tenants against rent increases and relocation as a result of rental housing conversion to a condominium or cooperative.

### **§ 218-3. Powers and duties of ~~Rent Leveling Administrator~~ Rent Regulation Officer.**

There is hereby established the position of ~~Rent Leveling Administrator~~ Rent Regulation Officer, who shall perform under the direction of the Rent Control Board and shall have the following powers and functions:

A. To obtain, keep and maintain all relevant records and other data and information.

B. To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of

conflicts between them in order to assist them in complying with the provisions of this chapter.

C. To notify landlords that there is no record of compliance by the landlord with the provisions of § 218-14.

D. To remedy violations of this chapter by ordering rent rebates, deductions and increases and bring appropriate legal charges as provided by this chapter. No order for a rent deduction shall be effective for any period prior to the date the complaint for the deduction was received by the ~~Rent Leveling Administrator~~ Rent Regulation Officer unless the violation has been previously investigated and found to exist by an appropriate city agency. Any order for a rent rebate, deduction or increase issued by the ~~Rent Leveling Administrator~~ Rent Regulation Officer shall be final unless a hearing before the Rent Leveling Board is requested in writing, by the party objecting to it within 30 days of the date of said determination. The refusal of the ~~Rent Leveling Administrator~~ Rent Regulation Officer to order a rent rebate, deduction or increase shall be final unless a hearing before the Rent Leveling Board is requested in writing, by the party objecting to it within 30 days from the date of said refusal. [Amended 3-11-1985 by Ord. No. 2-1985]

E. To accept and process complaints from tenants of illegal rental increases and to investigate said complaints prior to any decision's being rendered.

F. To accept, process, review and investigate applications from landlords for rental increases and/or surcharges under the hardship increase and/or capital improvement recovery sections of this chapter. EN

G. Determinations.

(1) Any rebate ordered by the ~~Rent Leveling Administrator~~ Rent Regulation Officer or the Board shall be considered a penalty by the landlord. If said rebate is not received by the tenant within 30 days of the date of said determination, the tenant may file suit in the Municipal Court against the landlord for violation of this section of this chapter.

(2) Any rental increase granted to the landlord shall be paid the following calendar month rent becomes due from the date of said determination. In the event of failure by the tenant to pay the rents as determined by the Administrator or the Board, the landlord may exercise appropriate legal action in a court of law for nonpayment of rent.

(3) Determinations of the ~~Rent Leveling Administrator~~ Rent Regulation Officer shall be deemed final unless, within 30 days of the date of such determination, an aggrieved party appeals for a hearing before the Rent Control Board under § 218-5 of this chapter.

H. To attend hearings of the Rent Control Board and perform in a secretarial capacity at such hearings in taking minutes and preparing determinations in accordance with decisions made at such hearings.

I. To receive notification from any owner of his/her intention to convert any rental premises to a condominium or cooperative and to thereafter, within 10 days, notify each residential tenant, in writing, of the owner's intention and of the applicability of the provisions of the act.

J. To provide affidavits to the Department of Community Affairs of the compliance with the Act by the owner of any proposed conversion site.

K. To review the applications for protected tenancy status submitted by a tenant and to make a determination of eligibility and ineligibility under the criteria set forth

by the Act and to further solicit any documents and information necessary to establish a tenant's eligibility for a protected tenancy status.

L. To perform such other duties as the Rent Control Board may specifically direct.

#### **§ 218-4. DEFINITIONS.**

In applying and interpreting this chapter, the following definitions shall be used:

**APPLICATION FOR REGISTRATION OF CONVERSION** -- An application for registration filed with the Department of Community Affairs in accordance with the Planned Real Estate Development Full Disclosure Act, P.L. 1977, c. 419 (N.J.S.A. 45:22A-21 et seq.).

**AVAILABLE FOR RENT TO TENANTS** -- Suitable for habitation as defined by the statutes, codes and ordinances in full force and effect in the State of New Jersey and the City of East Orange and occupied or unoccupied and offered for rent.

**COMPLETED HARDSHIP APPLICATION** -- Any application which has not been returned due to deficiency in supportive documentation, i.e., copies of canceled checks, executed statements, proof of expenditures, etc., nor due to a failure of said application to be completed in every section and thereafter dated and duly executed by an authorized agent of a corporate applicant or by an individual applicant. If the application has been returned by the Rent Leveling Board, it shall be deemed incomplete and will not be considered as duly filed until such time as the specified deficiency has been cured.

**CONVERSION RECORDING** -- The recording with the appropriate county officer of a master deed for a condominium or a deed to a cooperative corporation for a cooperative or the first deed of sale to a purchaser of an individual unit for a planned residential development or separable fee simple ownership of the dwelling units.

**CONVERT** -- To convert one or more buildings or structures containing, in the aggregate, not fewer than five dwelling units from residential development separable fee simple ownership of the dwelling units.

**DISABLED TENANT** -- A person who is, on the date of the conversion recording for the building or structure in which is located the dwelling unit of which he is a tenant, totally and permanently unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, including blindness, provided that the building or structure has been the principal residence of the disabled tenant for the two years immediately preceding the conversion recording. For purposes of this section, "blindness" means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20° shall be considered as having a central visual acuity of 20/200 or less.

**DWELLING OR HOUSING SPACE** -- Includes any building or structure rented or offered for rent to one or more tenants or family units, either occupied or unoccupied.

**HOUSING SPACE** -- Includes that portion of a dwelling, rented or offered for rent for living and dwelling purposes to one individual or family unit, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such portion of the property.

**PARKING SPACE** -- Includes all spaces used for the parking of motor vehicles, whether indoor or outdoor, when rented by a tenant from his landlord, landlord's agent, concessionaire or assignee and when such spaces are rented in conjunction with apartment rentals. For the purposes of this chapter, "parking spaces" shall not include spaces owned by and rented to a tenant by persons other than the landlord, landlord's agent, concessionaire or assignee and located at a location different from the rented housing space.

**PROTECTED TENANCY PERIOD** -- The 40 years following the conversion recording for the building or structure in which is located the dwelling unit of the senior citizen tenant or disabled tenant.

**REGISTRATION OF CONVERSION** -- An approval of an application for registration by the Department of Community Affairs in accordance with the Planned Real Estate Development Full Disclosure Act, P.L. 1977, c. 419 (N.J.S.A. 45:22A-21 et seq.).

**REPRISAL** -- Action by a landlord as defined by N.J.S.A. 2A:42-10.10.

**SENIOR CITIZEN TENANT** -- A person who is at least 62 years of age on the date of the conversion recording for the building or structure in which is located the dwelling unit of which he is a tenant, or the surviving spouse of such a person if the person should die after the owner files the conversion recording, provided that the building or structure has been the principal residence of the "senior citizen tenant" or the spouse for the two years immediately preceding the conversion recording or the death, as the case may be.

**TENANT'S ANNUAL HOUSEHOLD INCOME** -- The total income from all sources during the last full calendar year for all members of the household who reside in the dwelling unit at the time the tenant applies for protected tenant status, whether or not such income is subject to taxation by any taxing authority.

**THE ACT** -- The Senior Citizens and Disabled Protected Tenancy Act, P.L. 1974, c. 49, and P.L. 1975, c. 311, and amending and supplementing legislation P.L. 1981, c. 226. EN

#### **§ 218-5. Right to appeal.**

The right of appeal from a decision of the Rent Control Board by either landlord or tenant, or both, to an appropriate court of law shall be reserved as a matter of right. Said appeal shall be filed within the time limitations for appealing municipal administrative rulings as established by the rules governing the courts of the State of New Jersey.

#### **§ 218-6. Diminution of essential services, care or maintenance.** [Amended 3-11-1985 by Ord. No. 2-1985; 6-12-1989 by Ord. No. 5-1989]

A. Whenever essential services, care or maintenance decline in common areas and dwelling units which substantially effects the habitability of a premises, the tenant may file a complaint with the ~~Rent Leveling Administrator~~ Rent Regulation Officer requesting a decrease or reduction in rent. The complaint shall set forth in detail the condition complained of and its duration. The Rent Leveling-Administrator shall immediately order an inspection of the premises and condition complained of. The following factors shall be considered by the ~~Rent Leveling Administrator~~ Rent Regulation Officer before ordering a rent rebate for the diminution of essential services:

(1) Whether the diminution of services complained of substantially affected the habitability of the premises.

- (2) When the condition first occurred.
- (3) The duration of the condition and whether the landlord was responsible for it.
- (4) When the tenant initially notified the landlord and whether any corrective action was taken by him within a reasonable period of time after notice by the tenant and the ~~Rent Leveling Administrator~~ Rent Regulation Officer.
- (5) Whether the condition violates any provision or standard set forth in Chapter 159 entitled "Housing Standards; Property Maintenance" of the Code of the City of East Orange.
- (6) The reasonable percentage of rental income allocated by the landlord for the service complained of as determined by the ~~Rent Leveling Administrator~~ Rent Regulation Officer.
- (7) Any other factors reasonably related to the habitability and value of the rented premises.

B. Essential services shall include but not be limited to general maintenance, heat, air conditioning, hot and cold water, elevators/escalators, electricity, gas, furniture, furnishings and equipment, as provided for in Chapter 159 of this Code.

C. After the above factors and standards are considered, the ~~Rent Leveling Administrator~~ Rent Regulation Officer shall grant a reasonable rent rebate to the tenant for the diminution of essential services. In no event shall the rent rebate exceed 30% of the tenant's monthly rental for each condition complained of.

#### **§ 218-7. Excessive rent.**

No landlord shall, after the effective date of this chapter, charge any rents in excess of what he was receiving from the effective date of this chapter, except for increases as permitted by this chapter or as heretofore provided in this chapter from the effective dates of Ordinance No. 1 of 1973, Ordinance No. 42 of 1973, Ordinance No. 1 of 1974 and Ordinance No. 52 of 1975.

#### **§ 218-8. Exemptions; new tenant rent limitations and prohibitions.**

A. Exempt from this chapter are the following types of dwellings:

- (1) Dwellings containing three or fewer separate living units. [Amended 10-24-1988 by Ord. No. 28-1988]
- (2) Motels.
- (3) Hotels.
- (4) Licensed rooming houses.
- (5) Newly constructed dwellings which are rented for the first time and dwellings which have been vacated due to substantial rehabilitation. After the first rental, such dwelling unit shall not be exempt, and subsequent rentals or rent increases shall be subject to the provisions of this chapter.
- (6) For purposes of the implementation of the Protected Tenancy Act, dwellings containing five or fewer separate living units.

B. Limitations.

- (1) The rental of all units and parking spaces for the first time to a new tenant shall be limited to a rent which includes an increase not to exceed 5% over the last rent paid by the former tenant [Amended 5-16-1988 by Ord. No. 16-1988] or the percentage difference between the consumer price index three months prior to the

expiration or termination of the lease and three months prior to the commencement of the lease term, whichever is less. (2) The last rent paid by a former tenant as registered by the landlord pursuant to the provisions of § 218-14 of this chapter shall be considered a new tenant's base rent. If the new tenant's base rent must be established by independent means because of the landlord's failure to file the documents required pursuant to said § 218-14, the new tenant will be allowed a reduction, pursuant to § 218-30, from the rent charged said new tenant. [Amended 5-16-1988 by Ord. No. 16-1988]

(3) A landlord at the time of leasing to a new tenant shall inform said new tenant, in writing, that the landlord cannot charge a new tenant a rental which includes an increase higher than the permitted percentage increase, pursuant to § 218-8(b)(1), over the rent paid by the former tenant and shall further inform the new tenant, in writing, as to the amount of the prior tenant's rent, and that information specifying said prior rent is available for the new tenant's review at the Property Maintenance office, and that if said information is unavailable at the Property Maintenance office because of the landlord's failure to file the same, the new tenant shall be entitled to the rental reductions set forth herein. [Amended 5-16-1988 by Ord. No. 16-1988]

(4) Under any and all circumstances, however, any increase in rent charged to a new tenant must be charged within 60 days of occupancy by said new tenant. The landlord's failure to make said charge within said sixty-day period will be deemed a waiver of the landlord's new tenant increase rights. Any landlord, landlord's agent or employee shall not demand or accept more than one rental increase during any twelve-month period from any occupant of any dwelling unit or parking space [Amended 5-16-1988 by Ord. No. 16-1988].

(5) If the rent to a new tenant is higher than that paid by the previous tenant, even if not in violation of subsection B(1) above, and if the landlord has failed to secure a certificate of habitability as required by the Code, then, upon complaint, the Rent Leveling Board shall prohibit the landlord from collecting any rent in excess of that paid by the former tenant until the first day of the calendar month following the landlord's obtaining the required certificate. Any rents in excess of those paid by the present tenant must be refunded to the tenant who paid the increased rent. [Amended 7-19-1982 by Ord. No. 38-1982]

(6) A rent increase for a new tenant with a protected tenancy status, as defined under this chapter, shall not exceed the increase authorized by this section. Increased costs which are solely the result of a conversion, including but not limited to any increase in financing or carrying costs, and which do not add services or amenities not previously provided shall not be used as a basis for an increase in a fair return or hardship hearing before the Municipal Rent Board or on any appeal from such determination.

(7) A landlord seeking a rent increase under this section shall pay an application fee of \$5 per unit.

(8) The landlord shall have a registered rent roll with the Department of Property Maintenance to qualify for any rental increase.

**§ 218-9. Inspection; effect of outstanding violations on collection of rental increases; exceptions.**

A. A tenant, in addition to all other rights granted citizens by state law and the Code of the City of East Orange, may, upon receipt of a notice of an increase in rent, request an inspection by the Department of Inspection and Licensing of the City of East Orange at no charge, through the filing of a complaint with the Rent Leveling Board. If the Department of Inspection and Licensing, upon making said inspection finds violations to be present involving the heat and hot-water systems,

including central air conditioning, violations of the Electrical Code, violations of the Plumbing Code, inadequate roofing or any other violations in the common areas of the building or the specific apartment involved which, in the opinion of the Public Officer, present a threat to life, health or safety, a notice shall be sent to the landlord informing him of the violations and stating that the specific increase complained of may not be collected until a re-inspection shows the violations to have been corrected.

B. This section shall not preclude the Department of Inspection and Licensing from enforcing the Code of the City of East Orange under the methods provided therein. It shall be an exception to this section if a violation is determined by the Public Officer to be the result of malicious mischief or any other criminal act deemed not to have been committed by the landlord or his agents.

C. A notice of increase may be sent to the tenants even if violations exist, but said increase may not be collected or demanded unless all violations of the nature referred to above have been corrected and a certificate to that effect issued prior to the effective date of the notice. If said certificate is eventually obtained, the increase may be collected, beginning with the rental due the month following the issuance of the certificate.

#### **§ 218-10. Establishment of rent increases for current tenants.**

Establishment of rents between a landlord and a tenant to whom this section is applicable shall hereafter be determined as follows:

A. For a periodic tenant (i.e., month-to-month, week-to-week) whose lease term is less than one year, said owner, agent or employee of the same shall not demand, receive or accept any rent increase which is greater than 2 4% of the existing rent at the time the notice of increase is delivered to the tenant. ~~Where 2% over the last rent paid exceeds twenty dollars (\$20.00), the maximum allowable increase shall be twenty dollars (\$20.00).~~ Simultaneously with the delivery of a notice of increase in rent, the landlord shall notify the tenant that he/she has complied fully with the provisions of § 218-14. Said notice shall be delivered in accordance with the provisions of § 218-19. No rental increase of any amount or percent shall be demanded, received or accepted, however, unless the landlord has complied fully with the provisions of § 218-14 of this chapter. In the event that a landlord fails to have a current rent roll on file in accordance with the provisions of § 218-14 of this chapter, at the time he demands a rental increase from a tenant, he shall be precluded from obtaining any increase from said tenant or tenants objecting to said proposed increase for a period of 12 months from the date that the proposed increase was to take effect. Any complaint of a tenant challenging the propriety of an increase based on violation of § 218-14 shall be filed within 12 months of the date when the proposed increase is to take effect. [Amended 5-16-1988 by Ord. No. 16-1988]

B. For a year-to-year tenant or for a tenant under a lease term in excess of one year, said landlord, owner or agent of the same shall not seek or demand an increase in rent which exceeds 2 4% of the prior rent for each twelve-month period that the existing lease has been in effect. ~~Where 2% over the last rent paid exceeds twenty dollars (\$20.00), the maximum allowable increase shall be twenty dollars (\$20.00).~~ (Example: A written lease runs for three consecutive years at a fixed rent without increases. At the end of the third year, the landlord is entitled to a maximum increase in rent of 6 12% or ~~\$60.00~~ \$120.00.) Simultaneous with the delivery of a notice of increase in rent, the landlord shall notify the tenant that he/she has complied fully with the provisions of § 218-14. Said notice shall be delivered in accordance with the provisions of § 218-19. No rental increase of any amount or percent shall be demanded, received or accepted, however, unless the landlord has

complied fully with the provisions of § 218-14 of this chapter. In the event that a landlord fails to have a current rent roll on file in accordance with the provisions of § 218-14 of this chapter at the time he demands a rental increase from a tenant, he shall be precluded from obtaining any increase from said tenant or tenants objecting to said proposed increase for a period of 12 months from the date the proposed increase was to take effect. Any complaint of a tenant challenging the propriety of an increase based on violation of § 218-14 shall be filed within 12 months of the date when the proposed increase is to take effect. [Amended 7-19-1982 by Ord. No. 38-1982; 5-16-1988 by Ord. No. 16-1988]

C. The limitations in rental increases set forth above shall be retroactive to February 1, 1975, and any rents increased on or after that date shall be reduced to reflect an increase of no more than that allowed under this section. Any moneys paid over and above the allowable rent for any apartment shall be credited to the tenant through a reduction in rent in the month following enactment of this section; or, in the case of a tenant who has moved, the excess moneys paid will be sent to the former tenant in the form of a check within 30 days of enactment of this section.

D. All limitations on rental increases as applied to housing space under subsections A, B and C of this section also apply as limitations on rental increases for parking spaces. All notice requirements, time limitations and other applicable duties or obligations of the landlord to the tenant as set forth in this chapter are hereby made applicable to increases in rent for parking spaces.

E. A landlord seeking a rent increase under this section shall pay an application fee of \$5.00 per unit.

F. The landlord shall have a registered rent roll with the Department of Property Maintenance to qualify for any rental increase.

G. Pursuant to Chapter 159.1 et seq., of the Code of the City of East Orange, the landlord shall file an updated rent roll within 30 days of any change to the rent roll.

#### **§ 218-11. Excessive increase.**

A. Any rental increase at a time other than at the expiration of a lease or termination of a periodic lease shall be void.

B. Any rental increase given a tenant which exceeds that allowed by this chapter may be voided in its entirety by the Rent Leveling Board or Administrator or may be adjusted by the Rent Leveling Board or Administrator to conform to the amount allowed by this chapter. Such action can be taken by the Administrator at informal conferences or after public hearing on a complaint. Any rental increases in excess of that allowed by this chapter and paid by the tenant must be returned to the tenant.

C. Notwithstanding the foregoing, any landlord, owner, agent or employee of the same shall not demand or accept more than one rental increase during any twelve-month period from the same tenant in the same apartment. No tenant's rent may be increased during the first 12 months of the tenancy.

#### **§ 218-12. Notice requirements for rental increase.**

Any owner, landlord or agent or employee of a landlord seeking an increase in rent shall give the affected tenant written notice of termination of the existing lease or tenancy (commonly called "notice to quit"). Said notice shall have annexed thereto and delivered simultaneously a written and signed statement setting forth the following data:

- A. The name and address of the tenant and the apartment number.
- B. The date the tenant's existing lease began or the date the tenant took possession of the premises.
- C. The present rent of the tenant.
- D. The date of the last increase in rent prior to the notice of increase.
- E. The actual dollar amount of the proposed increase.
- F. The amount of the proposed increase in terms of percentage.

**§ 218-13. Time limitations on filing of rental increase complaints; refunds.**

- A. Time limitations.
  - (1) Complaints by either the landlord or the tenant may not be filed more than 24 12 months after the effective date of the increase involved, except as otherwise provided in this chapter.
  - (2) No complaints concerning rental increases pursuant to § 218-9 of this chapter may be filed more than 90 days after the effective date of the increase involved.
  - (3) Complaints based on a violation of § 218-14 of this chapter may not be filed more than ~~36~~ 12 months after the effective date of the increase involved.
- B. All rental increases shall be paid by the tenant to the landlord until such time as the complaint has been adjudicated. If it shall be deemed that the landlord is not entitled to the rental increase, any moneys that have been overpaid shall be refunded in the form of a rental rebate to the tenant.
- C. Absent the filing of a complaint pursuant to the applicable provisions of this chapter, payment of a rental increase for twenty four consecutive months or more shall be construed to be an agreed increase and not subject to the provisions of this chapter, except when the landlord in violation of this chapter does not inform or misinforms the tenant concerning the rent paid by the prior tenant, or in any manner illegally increases the tenant's rent, the Board shall waive the limitations period then accept, hear and adjudicate the matter based on the landlord's non-compliance with the provisions of this chapter.
- D. If a landlord is found to have been in violation of § 218-9, § 218-10, § 218-11, § 218-12 and § 218-14, then the tenant shall have a remedy to receive a rental rebate for the overcharge [if paid in accordance with § 218-13(B)] retroactive to the effective date of the increase or the violation involved.

**§ 218-14. Filing and updating of list of rents; confidentiality of information.**  
[Amended 7-18-2005 by Ord. No. 18-2005]

- A. Time limitations.
 

Within 60 days of the passage of this chapter, all owners of property within the City of East Orange whose rents are subject to this chapter shall file with the Department of Property Maintenance a list of rents for all units in the property owned by them. The list shall contain a sworn affidavit as to the accuracy of said list. Within 30 days of the date of any change in rent for any dwelling unit, an owner shall notify the Department of Property Maintenance of such change. ~~Copies of the required lists and all changes shall be sent to the Tax Assessor.~~ The information contained in said lists shall not be considered confidential and shall be a public record as defined by N.J.S.A. 47:1A-1 et seq. All owners of property within the City of East Orange whose rents are subject to this chapter shall also file a rent roll on

September 1<sup>st</sup> of every year pursuant to § 5-147(10) of the Code of East Orange. A spreadsheet showing how each rent was calculated in compliance with the rent control regulations shall be provided with the rent roll.

B. Fee.\*

(1) For annual filing of a rent roll, a fee of \$100.00 shall be paid simultaneous with filing.

(2) For late filing of a rent roll, a late charge fee shall also be paid with filing as follows:

i. \$25.00 for a filing 0-3 months beyond the filing date.

ii. \$75.00 for a filing more than 3 month beyond the filing date.

\*The annual fee and the late fees are for the whole building, not per unit.

**§ 218-15. Return of tax rebate (Repealed)**

~~A. In the event that a tax appeal is taken by the landlord and the landlord is successful in said appeal and the taxes reduced, the tenant shall receive 50% of said reduction as applied to its tax portion after deducting all expenses incurred by the landlord in prosecuting said appeal, only with respect to the year in which the tax appeal was taken and relief granted for taxes paid after March 7, 1973.~~

~~B. In the event that the landlord is successful in obtaining a tax reduction or rebate from any other source whatever, other than that mentioned in Subsection A above, then, in that event, the tenant shall receive the benefit of said reduction, and it too shall be applied to the tax portion.~~

~~C. The tax reduction or rebate shall be paid to each tenant in 12 monthly payments.~~

~~D. The Tax Assessor, upon the filing of a tax appeal application, shall notify the Rent Leveling Administrator of the tax appeal application.~~

~~E. The Tax Collector shall notify the Rent Leveling Administrator of all real property tax refunds due property owners with rent-controlled housing units. The full amount of the rebate to which tenants are entitled, pursuant to this section, must be remitted by the property owner to the tenants within 45 days of the refund date in accordance with Subsection C. In the case of any tenant who has moved, the property owner shall make a diligent effort to forward the refund to such tenant, and if the property owner is not successful in effecting such a refund, then, in that event, the property owner shall pay or apply such refund on a pro rata basis to or for the benefit of those remaining tenant(s) who occupied the dwelling and housing space during the time period for which the taxes and/or assessment were the subject matter of a successful appeal.~~

~~F. The Tax Collector shall also notify the property owner that the tenants' portion of the refund must be returned to their respective tenants within 45 days from the date of the refund check.~~

~~G. The property owner shall post in a common area of the premises and visible to all tenants, for at least one year, a notice that a real property tax appeal application has been filed. The notice shall state the tax year for which the appeal has been filed. Upon receipt of a tax rebate, refund and/or reduction from a successful tax appeal, the property owner shall post notice of the amount of the tax reduction received for at a minimum of one year and send by certified mail, return receipt requested, a notice to each tenant entitled to a refund that a tax reduction has been obtained. The property owner shall also file with the Rent Leveling Administrator a signed certification stating that the tax refund and/or rebate has been made, the sum rebated to each rental unit and the method of calculation used to determine the refund. The certification shall also include a statement certifying that the notices required by this~~

~~subsection were posted and that the certified mailings have been sent.~~

**§ 218-16. Capital improvement rent surcharge.** [Amended 11-13-1989 by Ord. No. 25-1989]

A. A landlord who proposes capital improvements for the premises he owns may apply to the Board for the recovery of 50% of the cost of the expenditure excluding interest and carrying costs. In no event shall a landlord assess a capital improvement rent surcharge without first applying to the Board therefor. In the event that capital improvement surcharges are assessed by a landlord without prior approval of the Board, the ~~Rent Leveling Administrator~~ Rent Regulation Officer shall order rebates therefor for each month thereof.

B. A capital improvement is a substantial monetary investment in real property. It shall provide additional services, benefits or amenities to tenants not previously existing which changes the housing accommodations throughout the premises. All capital improvements shall last a minimum of five years and provide an actual benefit to the tenants and the overall maintenance of the premises. A capital improvement surcharge is a privilege, and not a right of the landlord, granted by the City of East Orange to promote property upkeep which may be withheld by the Board within its discretion where the same does not meet the criteria set forth in these provisions.

C. A capital improvement is not normal upkeep, maintenance, repair, replacement, rehabilitation, painting, roofing or mailboxes.

D. The following shall be considered capital improvements: change of heating apparatus throughout the entire premises from oil heat to gas heat or vice versa or the installation of furnaces, air conditioners or central heating and cooling systems; new appliances in all dwelling units, including stoves, dishwashers and refrigerators; new thermo-insulated, energy-efficient storm windows throughout common areas and dwelling units; new bathrooms in all dwelling units, including new tile, tubs, sinks and toilets; new kitchens throughout all dwelling units, including tile floors, cabinets, pantries and storage bins; new carpeting throughout common areas and all dwelling units; new doors and security locks throughout common areas and all dwelling units, including burglar alarms. The foregoing capital improvements are not exclusive, and the Board may, at its discretion, review other types of improvements for relief pursuant to these provisions.

E. The actual cost of a capital improvement expenditure excluding interest and carrying costs may be recovered by a landlord over five consecutive years in 60 equal monthly installments apportioned fairly among the tenants. The Board may increase or decrease the foregoing period within its discretion to effectuate the objectives of these provisions.

F. To qualify for a capital improvement the landlord shall obtain a capital improvement application from the ~~Rent Leveling Administrator~~ Rent Regulation Officer. The following information shall be filed with the application:

(1) A current rent registration form with the registered rents for the premises in which the landlord seeks capital improvement relief with a list of the names and apartment numbers of each tenant.

(2) A certification from the Tax Collector that the municipal property taxes at the premises are current. All taxes must be current to be eligible for capital improvement relief.

(3) A certification from the Water Department that the water and sewer charges at the premises are current. All water and sewer charges must be current to be eligible for capital improvement relief.

(4) A certification or other verifiable proof of the actual life of the capital improvement and a description thereof.

(5) A work schedule indicating the approximate dates work is to be done and completed; also a reasonable estimate of the interruption of any essential services.

(6) A certification from all contractor(s) that they are licensed to perform the work to be done, with applicable license numbers.

(7) All work done on the premises must be conducted with the appropriate local approval as evidenced by permits and compliance with fire and other code regulations of the city.

G. Once a capital improvement application has been filed and accepted as complete by the ~~Rent Leveling Administrator~~ Rent Regulation Officer, the landlord shall give notice to the tenants by certified mail, return receipt requested, and by posting notices throughout the premises in conspicuous places that an application has been filed with the ~~Rent Leveling Administrator~~ Rent Regulation Officer for capital improvement relief. After the application is filed, the ~~Rent Leveling Administrator~~ Rent Regulation Officer shall cause the premises to be inspected for property maintenance code violations.

H. Hearing.

(1) Once the ~~Rent Leveling Administrator~~ Rent Regulation Officer determines that all necessary documents have been received and completed, he shall schedule a hearing before the Board and notify the landlord thereof. The landlord shall give notice to the tenants of the hearing date and time by certified mail, return receipt requested, and by posting notices throughout the premises in conspicuous places 15 days prior to the hearing date. The notice shall also state that the basis for the relief sought and the date when written exceptions to the application shall be filed, that the tenants may be represented by named tenant representatives or an attorney at their expense, and that all documentation submitted in support of the application will be open for inspection by the tenants or their representatives at the Rent Leveling Office prior to the hearing date. Once the notices have been delivered and posted, the landlord shall file a certification with the ~~Rent Leveling Administrator~~ Rent Regulation Officer 10 days prior to the hearing, indicating that notice has been given in compliance with these provisions.

(2) Any request by the landlord or tenant for the appearance of the real estate appraiser shall be made, in writing, to the ~~Rent Leveling Administrator~~ Rent Regulation Officer 10 days prior to the hearing date. Failure to request the presence of the appraiser shall be deemed a waiver of the right to cross-examine him by the aggrieved party at the hearing.

I. The Board shall review all relevant information regarding the capital improvement request before making a decision. The Board, in making its decision, shall assess the capital improvement surcharge to the tenants. All capital improvement decisions granted by the Board are contingent upon the successful completion of all work to be done. The landlord shall notify the ~~Rent Leveling Administrator~~ Rent Regulation Officer immediately once the work is completed. The ~~Rent Leveling Administrator~~ Rent Regulation Officer shall cause the premises and work to be inspected for final approval by the Board. The Board may schedule another hearing in the event that the work is determined by the ~~Rent Leveling Administrator~~ Rent Regulation Officer to be unsatisfactory. In any event, all capital improvement surcharges shall be assessed within 60 days after final approval by the Board. Once the capital improvement is approved, the landlord must file an amended rent roll registration with the Department of Property Maintenance,

separately, indicating the capital surcharge information with the current rent roll registration. **[Amended 7-18-2005 by Ord. No. 18-2005]**

J. The Board may deny any capital improvement application where it determines that a landlord has willfully neglected the upkeep and maintenance of his premises or where the landlord has failed to comply with the provisions hereinabove. The Board may also make capital improvement relief decisions contingent upon a landlord's making all necessary repairs to bring a premises up to code within a specified period of time.

**§ 218-17. Hardship increase; notice required; fees; time period for determination.**

A. A landlord who is unable to meet his mortgage payments, expenses and maintenance costs or is operating at a loss shall be entitled to apply for a hardship increase to the Rent Control Board. The Rent Control Board shall supply forms for this purpose and require the landlord to notify the tenants of the pendency of this hardship increase application.

B. Prior to any determination, the landlord must give notice to the tenants by posting in the lobby of each affected building or, if no lobby, in a conspicuous place or places in and about the premises a notice of said hardship increase request, setting forth thereon the basis for said request. Said notice must be posted for at least five consecutive days prior to the proposed hearing date. The affected tenants shall have a right to challenge the basis or facts for the hardship increase on the hearing date thereof. The Rent Control Board shall have the right after notice and hearing to grant or deny a hardship increase with regard to the rental restrictions set forth in this chapter or its amendments. [Amended 7-19-1982 by Ord. No. 38-1982]

C. Fees.

There shall be a fee assessed for the filing of each hardship and capital improvement application in accordance with the following schedule: [Amended 10-23-1989 by Ord. No. 24-1989]

(1) For 10 units or fewer, a fee of \$150 shall be paid simultaneous with the filing of said application.

(2) For 11 to 20 units, a fee of \$300 shall be paid simultaneous with the filing of said application.

(3) For 20 or more units, a fee of \$400 shall be paid simultaneous with the filing of said application. EN

D. The Rent Leveling Board shall make a determination within 45 days of the filing of a completed hardship application as defined in § 218-4. Any application that does not meet the criteria set forth in the definition of "completed hardship application" in § 218-4 shall be returned to the applicant, and the forty-five-day period shall not commence until after the application has been corrected and resubmitted to the ~~Rent Leveling Administrator~~ Rent Regulation Officer.

**§ 218-18. Review of technical data.**

All technical data presented to the Rent Control Board pursuant to §§ 218-16 and 218-17 of this chapter shall be reviewed and investigated by a professional designate by the office of the Mayor.

**§ 218-19. Delivery of notice to tenants.**

All required notices hereinabove mentioned, except as otherwise provided, may at the option of the landlord, be either hand delivered and personally served by the landlord or his agents and employees or delivered by certified mail, return receipt requested. In any event, the burden of proof of actual delivery shall be on the landlord.

**§ 218-20. Violations and penalties.** [Amended 3-11-1985 by Ord. No. 2-1985]

A willful violation of any provision of this chapter, including but not limited to the willful filing with the Rent Control Board of any material misstatement of fact, shall be punishable by a fine of not less than \$300.00 and not more than \$2,000 and imprisonment for not more than 120 days, or by both fine and imprisonment. A violation affecting more than one leasehold shall be considered a separate violation as to each leasehold. All violations of this chapter shall be prosecuted in the Municipal Court of the City of East Orange upon a complaint and summons signed by either the affected tenant, his authorized agent, the Chairman of the Rent Control Board or its agent(s) or the ~~Rent Leveling Administrator~~ Rent Regulation Officer.

**§ 218-21. Conversion filing requirements.**

The owner of any building or structure who seeks to convert any premises shall, prior to his filing of the application for registration of conversion with the Department of Community Affairs, notify the ~~Rent Leveling Administrator~~ Rent Regulation Officer of his intention to so file.

**§ 218-22. Conversion filing procedures.**

A. The owner of the building or structure seeking the conversion shall supply the ~~Rent Leveling Administrator~~ Rent Regulation Officer with a list of every tenant residing on the premises, with stamped envelopes addressed to each tenant and with sufficient copies of the notice to tenants and application form for protected tenancy status. Within 10 days thereafter, the ~~Rent Leveling Administrator~~ Rent Regulation Officer shall notify each tenant, in writing, of the owner's intention and of the applicability of the act. Said notice shall require the tenant to submit the application for protected tenancy status within 60 days after the mailing date by the ~~Rent Leveling Administrator~~ Rent Regulation Officer.

B. Within 30 days after receipt of an application for protected tenancy status by a tenant, the ~~Rent Leveling Administrator~~ Rent Regulation Officer shall make a determination of eligibility. Notice of eligibility shall be sent to each senior citizen tenant or disabled tenant who:

- (1) Applied therefor on or before the date of registration of conversion by the Department of Community Affairs;
- (2) Qualifies as an eligible senior citizen or disabled tenant pursuant to the act;
- (3) Has an annual household income that does not exceed an amount equal to three times the county per capita personal income, as last reported by the United States Department of Labor and Industry on the basis of the United States Department of Commerce's Bureau of Economic Analysis date; and
- (4) Has occupied the premises at his/her principal residence for the past two years.

C. The ~~Rent Leveling Administrator~~ Rent Regulation Officer shall likewise send a notice of denial with reasons to any tenant whom he/she determines to be

ineligible, after reviewing the foregoing factors and provisions, which shall be used as a criterion for eligibility. The owner shall be notified of those tenants who are determined to be eligible and ineligible.

**§ 218-23. Applicability of protected tenancy status.**

Protected tenancy status shall not be applicable to any eligible tenant until such time as the owner has filed his conversion recording. The protected tenancy status shall automatically apply as soon as a tenant receives notice of eligibility and the landlord files his conversion recording.

**§ 218-24. Termination of protected tenancy status.**

A. The ~~Rent Leveling Administrator~~ Rent Regulation Officer shall terminate the protected tenancy status immediately upon finding that:

- (1) The dwelling unit is no longer the principal residence of the senior citizen tenant or disabled tenant; or
- (2) The tenant's annual household income, or the average of the tenant's annual household income for the current year, computed on an annual basis, and the tenant's annual household income for the two preceding years, whichever is less, exceeds an amount equal to three times the county per capita personal income as last reported by the Department of Labor and Industry on the basis of the United States Department of Commerce's Bureau of Economic Analysis data.

B. Upon the termination of the protected tenancy status by the ~~Rent Leveling Administrator~~ Rent Regulation Officer, the senior citizen tenant or disabled tenant may be removed from the dwelling unit pursuant to the summary dispossession statute, except that notice shall be calculated and extended from the date of the expiration or termination of the protected tenancy period or the date of the expiration of the last lease entered into with the senior citizen tenant or disabled tenant during the protected tenancy period, whichever shall be later.

C. In the event that a senior citizen tenant or disabled tenant purchases the dwelling unit he occupies, the protected tenancy status shall terminate immediately upon purchase.

**§ 218-25. Fees for conversion.**

Any owner seeking to convert any premises pursuant to this chapter shall, upon presentation to the Rent Leveling Board of the required materials under this chapter for notification to be given to the tenant, shall pay to the East Orange Rent Leveling Board the sum of \$100 for each unit being converted.

**§ 218-26. Rules and regulations of Rent Control Board.** [Added 10-12-1982 by Ord. No. 39-1982EN]

A. Meetings.

- (1) The Rent Leveling Board (hereafter "Board") shall meet for one public session and one executive session each month.
- (2) The Board may meet at such additional times in public session and/or executive session as it may deem necessary.
- (3) To convene a meeting, a quorum of four members must be present.
- (4) Board meetings shall take place in the Council chambers of the City Hall and shall convene no earlier than 7:00 p.m. on the first and third Thursday of each month.

(5) Robert's Rules of Order, Revised, shall in all cases, when not in conflict with the procedural rules adopted by the Board, be considered as standard authority for parliamentary procedure of the Board.

B. Officers.

(1) The Board shall elect a Chairperson and a Vice Chairperson who shall serve for one-year terms.

(2) The Chairperson of the Board shall preside at all meetings, whether the same are public or executive session.

(3) The day-to-day business and affairs of the Board shall be managed by the Administrator to the Board and his/her administrative staff, in consultation with the Chairperson of the Board.

(4) During the absence and/or inability of the Chairperson to render and perform his/her duties or exercise his/her powers, the same shall be performed and exercised by the Vice Chairperson.

(5) The Chairperson shall have general control of the meetings and shall sign all determinations, along with the Administrator, duly made by the Board. He/She shall enforce these rules and regulations and perform all the duties incident to the position as may be required.

C. Order of business at public meetings. At all public meetings of the Board, the order of business shall be as follows:

(1) The Chairperson shall conduct a roll call of all members present, and declare that a quorum is present.

(2) Announcement of decisions deferred or taken under advisement from previous meetings of the Board.

(3) The meeting shall be called to order by the Chairperson, who thereafter shall:

(a) Advise the audience that the meeting conforms to the Open Public Meetings Act, P.L. 1975, c. 231.EN

(b) Introduce the Board members, both present and absent;

(c) Introduce the ~~Rent Leveling Administrator~~ Rent Regulation Officer and counsel of the Board;

(d) Set forth the procedural protocol for the hearing of complaints and hardship applications;

(e) Call calendar of current cases;

(f) Call cases to be heard before the Board, in the order in which they are ready to proceed;

(g) Informational requests from the floor (public comments); and

(h) Adjournments.

(4) Witnesses called before the Board shall affirm the truth of such testimony before the Board.

(5) The Board shall maintain records and minutes of all meetings and proceedings pursuant to § 218-3 of the Rent Leveling Ordinance (hereafter "chapter"). Applicants are advised that if it is anticipated that a verbatim record may be necessary for the purposes of appeal, the applicant shall be responsible for

retaining its own certified shorthand reporter, as such service will not be available from the Board.

(6) For the purposes of voting, a majority vote shall consist of a simple majority of those present and voting.

D. Complaint; probable cause; joinder:

(1) A tenant shall initiate a proceeding by signing a complaint in a form as adopted and amended from time to time by the Board. All complaints shall be filed with the ~~Rent Leveling Administrator~~ Rent Regulation Officer. Said tenant complaint must be filed personally or by an authorized representative of the tenant.

(2) Hardship and capital improvement rent increase proceedings may be initiated by the filing of a written application in a form as adopted and amended from time to time by the Board, signed by the landlord or his managing agent or attorney. Said hardship and capital improvement rent increase applications shall be submitted to the ~~Rent Leveling Administrator~~ Rent Regulation Officer.

(3) A complaint form filed by a tenant shall be accompanied by the following documentation. Failure to supply said documentation with the complaint shall constitute a basis for excluding the same from consideration by the Board, and said application shall be considered incomplete.

(a) Last two current rent receipts.

(b) Notice of Rental Increase (if applicable).

(c) Affidavit of Rent Registration (if applicable).

(d) Affidavit of Certificate of Habitability (if applicable).

(e) Any other documents which will substantiate or clarify said complaint.

(4) The Administrator shall notify the landlord of a complaint of an alleged improper rental increase and forward a copy of said complaint, together with all pertinent documentation. The landlord shall respond within 10 days of any receipt of the above, outlining any defenses and submitting any pertinent documentation.

E. Decisions.

(1) A written notice of final determinations of all cases requiring a public hearing shall be sent to the complainant and the defendant. This notice will be sent following the public hearing at which the final determination has been made. Both the complainant and defendant will be advised of their rights to a judicial appeal.

(2) All determinations by the Board shall be a matter of public record and shall be maintained in City Hall.

F. Hardship applications under § 218-17.

(1) In determining whether a landlord is entitled to a hardship increase, the Board shall consider the landlord's ability to meet expenses and a fair and reasonable return on his property.

(2) A landlord shall be eligible for consideration for a hardship increase if:

(a) He/She has been the owner of the building for a twelve-month period preceding the filing of such application. The Board may consider, at its discretion, applications presented for the owners of buildings who have held possession of such buildings for less than 12 months. Certified Public Accountant's records must be submitted with said application, and the Board may consider all reasonable

factors as to the prudence of said investment in determining whether or not a hardship shall be granted; and

(b) He/She can demonstrate that the building is in substantial compliance with the Property Maintenance Code as defined in § 218-9 of this chapter.

(3) The following factors shall be considered in determining the fairness and reasonableness of the landlord's rate of return:

(a) Taxes;

(b) Costs of efficient maintenance and operation of the property;

(c) The kind, quality, quantity and efficiency of the services being rendered;

(d) The number and frequency of prior hardship and capital improvement increases for the building; and

(e) Present tax and tax appeal status.

(4) Upon scheduling of hearings, the Administrator shall give notice of the same to each affected tenant, five days prior thereto. All documentation submitted to the Administrator shall be open to inspection by affected tenants or their legal representative. Any such notice delivered to the tenant shall include a statement that all such documentation is available for inspection at the office of the ~~Rent Leveling Administrator~~ Rent Regulation Officer. Requests for the appearance of the real estate appraiser shall be made, in writing, two days prior to the hearing date. Failure to request the presence of said appraiser shall be deemed to have waived the right of his cross-examination by the party.

(5) The Board, in calculating a fair rate of return, shall employ either an investment-based formula or a ratio of income to operating expenses, as follows:

(a) "Investment" is defined as down payment plus all accrued equity. Rate of return shall be 6% above the maximum passbook demand deposit savings account interest rate available in the City of East Orange at the time of the filing of the application. Principal payments shall not be considered an expense, but interest payments shall.

(b) A "fair ratio of income to expenses" shall be defined as the 60/40 formula (when an owner's operating expenses exceed 60% of the owner's rent roll, the amount which exceeds 60% constitutes a hardship).

(6) The Board may reduce the investment figure where there is a withdrawal of capital.

(7) Depreciation shall not be considered an expense in any formula.

(8) The Board, at its discretion, shall utilize whichever formula it deems appropriate. The Board may exercise its discretion after consideration of any and all factors it deems relevant. Furthermore, the Board shall determine the reasonableness of expenses requiring such determination as it deems necessary to make a determination.

G. Establishment of protected tenancy Appeal Board and procedure.

(1) There is hereby created an Appeal Board, comprised of one landlord Board member, one tenant Board member and the homeowner Board member. Said Board shall hear appeals as a result of the disallowance of the eligibility/ineligibility status rendered by the ~~Rent Leveling Administrator~~ Rent Regulation Officer. Appointment of said Board will be on a voluntary, monthly-rotating basis.

(2) Said Board shall convene 10 days after written notice of appeal is received and filed by the Rent Leveling Office.

(3) There shall be a filing fee of \$25 assessed to the applicant, in advance, to cover the expenses of such a hearing process. Said filing fee is a prerequisite to filing an appeal.

(4) An administrative hearing shall be conducted under the herein subject Rules and Regulations.

**§ 218-27. Rental decontrol.** [Added 5-29-1984 by Ord. No. 22-1984EN]

A. Upon the vacation of a residential unit by a tenant, the unit shall become eligible for decontrol. B. Circumstances under which decontrol considered.

(1) The landlord shall be eligible for decontrol only under the following circumstances:

(a) The tenant vacates the apartment voluntarily, and there is no unreasonable pressure from the landlord or his agent.

(b) The tenant vacates the apartment as a result of a court order from a court of competent jurisdiction. This ground shall not be available to a landlord who receives a court order to dispossess a tenant based upon a tenant holding over and continuing in possession of the premises after the expiration of his/her term. (2)

The ~~Rent Leveling Administrator~~ Rent Regulation Officer shall investigate the circumstances under which the tenant vacated the apartment. Issues concerning circumstances of the vacation of a unit by a tenant which are deemed contrary to the provisions of this section by the Administrator shall be reviewable by the Rent Leveling Board.

In the event that the Board determines that a landlord is seeking to decontrol or has decontrolled a dwelling unit under circumstances other than those set forth in this section, the Rent Leveling Board may:

(a) Rescind the decontrol of the dwelling unit, and the rent shall revert to that rental on the dwelling unit prior to vacation of the unit; and

(b) Prosecute the landlord for violation of this chapter.

C. In those situations where tenants move to different units within the same building or complex, the apartment into which the tenant moves will not be decontrolled. The unit vacated will be eligible for decontrol.

D. When a landlord seeks to decontrol a dwelling unit under this section, the landlord shall notify the new tenant of the landlord's intent to file for decontrol of the dwelling unit and shall file a vacancy decontrol application, with applicable fee and the new lease agreement with the ~~Rent Leveling Administrator~~ Rent Regulation Officer prior to the effective date of the new tenancy. **[Amended 5-16-1988 by Ord. No. 16-1988]**

(1) Before the dwelling unit is approved for decontrol status, the landlord shall meet the following inspection requirements:

(a) There must be standard locks on all doors of ingress and egress in accordance with the applicable code provisions in the building and the subject dwelling unit.

(b) Floors, if wood, shall be sanded and refinished to its original color and condition or wall-to-wall carpet shall be installed throughout the unit.

- (c) Kitchen and bathroom floors shall be tiled or of water resistant material and reflect its original color and condition,
  - (d) All walls and ceilings shall be painted, covered or decorated to reflect original or modern styles.
  - (e) Kitchens shall contain a minimum of four electrical outlets for appliances and other kitchen usage. The sink, stove and refrigerator shall be operable and reflect original or modern styles. If the sink is not cleanable, it shall be replaced.
  - (f) Bathrooms shall contain tub and/or a shower, commode and face basin reflecting original or modern styles. If any of the foregoing fixtures are not operable and cleanable, they shall be replaced.
  - (g) All windows shall be weather-tight and workable. All windows shall be properly glazed and free of cracks or breaks. Screens shall be available during the required time of the year.
  - (h) All tenant facilities shall be in proper working order and clean, which shall include bells, buzzers, intercoms, elevators, laundry rooms, garbage rooms and storage rooms, where necessary.
  - (i) All common areas throughout the building shall reflect original or modern styles and be free from any damage, cracks, peeling paint, dirt and debris.
  - (j) Garages shall be maintained in accordance with applicable code provisions. Driveways and parking areas shall be properly lit and marked for parking and free from breaks and holes or any other ground hazard which may exist in the parking area.
  - (k) All utilities shall be operational at the time of inspection. A functioning stove and refrigerator shall be in the unit at the time of inspection.
  - (l) At the time of inspection, there shall be no open code violations throughout the common areas of the building or premises where the unit is located.
  - (m) At the time of inspection, the exterior of the premises shall be free of peeling or alligating paint on the building and building trim, fire escapes and garage area. All painting shall reflect original or modern styles.
- (2) After the foregoing inspection requirements are met, the Director of Property Maintenance and Revitalization shall cause a certificate of habitability/decontrol to be issued for the dwelling unit.
- (3) Any dwelling unit decontrolled pursuant to the foregoing shall be subject to the provisions of this chapter for rent controlled dwelling units. After the certificate of habitability/decontrol is issued, the landlord shall register his rents pursuant to § 218-14 of this chapter. All dwelling units decontrolled prior to the effective date of this section shall also be registered pursuant to § 218-14 and be subject to the provisions of this chapter for rent controlled dwelling units. In addition, any dwelling unit decontrolled in accordance with the foregoing provisions shall not be eligible for decontrol for ten years from the issuance of the certificate of habitability/decontrol for the unit.
- (4) Notwithstanding the foregoing, should inspection requirements not be met or should the new tenant fail to move into the dwelling unit on or by the effective date of the new tenancy, the landlord shall forfeit the application fee and have to file a new application and fee for vacancy decontrol with the ~~Rent Leveling Administrator~~ Rent Regulation Officer.

E. The landlord of a newly constructed dwelling or housing unit which is rented for the first time and the landlord of a substantially reconstructed or rehabilitated dwelling or housing unit shall not be restricted in any way in the setting of the rent he/she charges. "Substantially rehabilitated" means that the cost of capital improvements exceeds 50% of the current equalized assessed value or the fair market value, whichever is higher, prior to the improvements adjusted to 100% (as determined by the local Tax Assessor's office) and is in compliance with all city housing maintenance codes. Further, all work done on the structure must have been with appropriate local approval as evidenced by permits, and the complete construction must be in accord with building, fire and other code regulations. Both a certificate of habitability and a certificate of code compliance must be produced as evidence. [Amended 12-3-1984 by Ord. No. 53-1984]

F. The owner of a substantially reconstructed or rehabilitated building shall apply to the Rent Leveling Board for an exemption under this section. Applications must follow the same format and procedure as for a capital improvement application.

G. The landlord of a newly constructed or a substantially reconstructed or rehabilitated dwelling or housing unit shall be exempt from the restrictions for the setting of rent he/she charges during the term of any first mortgage secured from a financial institution or mortgage institution. Said first mortgage shall be an amount not less than 75% of the estimated market value at the completion of the subject construction. The landlord shall submit evidence, the 1<sup>st</sup> day of September every year, from the financial or mortgage institution that the first mortgage is still secured.

**§ 218-28. Consent-to rental surcharge.** [Added 5-29-1984 by Ord. No. 22-1984EN]

Tenants of a multi-dwelling unit may present to the Rent Leveling Board a written petition signed by a majority of the tenants and consented to by the landlord of the property agreeing to a specific rent surcharge for a specific purpose or project. Said petition shall provide for the landlord's permission to permit the tenants' representative to review the expenditures involved for the particular purpose or project surcharge. Upon approval by the Rent Leveling Board, the cost shall be a surcharge and become a part of all the tenants' rents in the property whether the individual tenant executed the petition or not. Each dwelling unit shall be considered a single tenant for the purposes of this section. If the aforementioned surcharge is approved by the Rent Leveling Board, the surcharges shall run for a period of one year. Said surcharge shall be renewed for an additional year unless a petition for discontinuance of the surcharge is signed by a majority of the tenants and filed with the Rent Leveling Board at least 60 days prior to the expiration date of the approval order of the Rent Leveling Board.

**§ 218-29. Warehousing of dwelling units.** [Added 10-24-1988 by Ord. No. 27-1988]

A. Any dwelling unit subject to rent control under this chapter shall be rented and occupied by a new tenant within 60 days after the end of the preceding tenancy, which shall be designated as the last day of residence by the preceding tenant except when this provision has been waived by the ~~Rent Leveling Administrator~~ Rent Regulation Officer.

B. The landlord of any dwelling unit which is vacant 30 days after the preceding tenancy shall notify the ~~Rent Leveling Administrator~~ Rent Regulation Officer on the 31st day of the vacancy, in writing, that the dwelling unit is vacant. The notification shall include the following information:

(1) The address and location of the premises and apartment number of the dwelling unit.

(2) The rent charged the preceding tenant and the proposed rent to be charged the incoming tenant.

(3) The name, address and telephone number of the landlord, agent and resident manager, if any.

(4) No notification shall be required with respect to any unit rented and occupied within 30 days or less from the end of the preceding tenancy except to the extent as required by § 218-4.

C. Failure to have the unit rented and occupied within 60 days after the end of the preceding tenancy, except where a waiver has been granted by the ~~Rent Leveling Administrator~~ Rent Regulation Officer, shall be considered a violation of this provision and subject the landlord to the penalties set forth in § 218-20.

D. A landlord may seek a waiver of the provisions of § 218-29A where the condition of the unit or other circumstances make rental within the time period impossible.

E. To obtain a waiver the landlord must notify the ~~Rent Leveling Administrator~~ Rent Regulation Officer, in writing, within 45 days from the end of the preceding tenancy and set forth with specificity the following;

(1) The reasons that the unit cannot be rented within the subject time period.

(2) The steps the landlord shall take to remedy the conditions that make it impossible to rent the unit.

(3) The date the unit shall be rented and occupied.

F. Full documentation, such as code violation reports, engineering or inspection reports, etc., shall be provided by the landlord. Any waiver granted by the ~~Rent Leveling Administrator~~ Rent Regulation Officer under this section shall specify a date by which the unit shall be rented and occupied. The ~~Rent Leveling Administrator~~ Rent Regulation Officer may extend that date upon written request of the landlord but may not provide more than two extensions of more than 30 days. In no event shall any waiver, including extensions, exceed six months from the end of the preceding tenancy.

G. The following circumstances shall constitute grounds for granting of a waiver by the ~~Rent Leveling Administrator~~ Rent Regulation Officer:

(1) The landlord wishes to maintain a vacant unit in order to reserve said unit for a family member. The owner shall provide in the waiver request full documentation, such as the name of the future tenant and the date of occupancy.

(2) A landlord wishes to maintain a vacant unit in order to improve the conditions of said unit pursuant to § 218-27.

(3) A landlord maintains a vacant unit in order to correct code violations in said unit. The owner shall provide in the waiver request full documentation, such as code violation reports, correction plans, permits and the date by which the unit shall be rented and occupied.

(4) A landlord demonstrates that reasonable efforts have been made to rent a dwelling unit without success.

H. Any tenant living at premises where a dwelling unit is vacant, civic organizations or municipal, state or federal agencies may petition the ~~Rent Leveling~~

~~Administrator~~ Rent Regulation Officer to investigate alleged violations of these provisions.

I. Any landlord of any unit which has been vacant 30 days or more from the end of the preceding tenancy as of the effective date of this chapter shall be required to file the notifications required under the foregoing provisions of this chapter within 30 days of the effective date of this chapter.

J. The ~~Rent Leveling Administrator~~ Rent Regulation Officer shall issue a summons for any violation of any provision of this section.

#### **§ 218-30. Establishing Rents.**

If a landlord is found to have been in violation of § 218-8(B), § 218-9, § 218-10, § 218-11, § 218-12 and § 218-14, then the tenant shall have a remedy to have the rent calculated in accordance with the last registered rent, plus the applicable percentage increase for each year as provided for in this chapter. (Example: Current Tenant – year 2010: last registered rent is \$600.00 in 2008. Tenant's rents shall be calculated at ~~\$624.00~~ \$648.00 for 2010. New Tenant – year 2010: last registered rent at \$600.00 in 2008. Tenant's rents shall be calculated at ~~\$624.00~~ \$648.00 for 2010 (\$600.00 plus 2 4% for 2009 and 5% for 2010) if a 5% increase is deemed the appropriate new tenant increase pursuant to the provisions of § 218-8 (B) of this chapter.

#### **§ 218-31. Fees for Late Payment of Rent and Bounced Checks.**

Prospectively, upon renewal of a lease or upon entering a new lease, the landlord shall include a provision in the lease agreement limiting fees for payment of rent by

Tenant more than (5) days late to a maximum of \$50.00 and limiting fees for bounced checks to a maximum of \$35.00.

**§ 218-32 Severability.** [Added 10-12-1982 by Ord. No. 39-1982; amended 5-29-1984 by Ord. No. 22-1984]

If any section, subsection, paragraph, sentence or any other part of this chapter is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this chapter, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this chapter directly involved in the controversy in which such judgment shall have been rendered.

#### **§ 218-33 Construal.**

This chapter being necessary for the welfare of the City of East Orange and its inhabitants shall be liberally construed to effectuate the purposes thereof.

#### **SECTION 2: INCONSISTENCIES**

All other ordinances and parts of ordinances in conflict or inconsistent with this ordinance are hereby repealed but only to the extent of such conflict or inconsistency.

#### **SECTION 3: HEADINGS**

All headings within this ordinance are for convenience only and are not deemed to be part of this ordinance.

#### **SECTION 4: EFFECTIVE DATE**

This ordinance shall take effect after final passage and upon expiration of twenty (20) days following publication unless otherwise provided by resolution of this City Council.

