

CITY OF UNION CITY
HUDSON COUNTY, NEW JERSEY
RENT STABILIZATION BOARD

REGULAR MEETING : TRANSCRIPT OF
: :
: :
-----: PROCEEDINGS

Union City Municipal Court
3715 Palisade Avenue
Union City, New Jersey

Monday, November 18, 2024
Commencing at 6:45 p.m.

M E M B E R S P R E S E N T:

JUAN MILAN, CHAIRMAN
ROSANA COLON, COMMISSIONER
YAMIRUS HOLGUIN, COMMISSIONER
YDALY POZO, COMMISSIONER

M E M B E R S A B S E N T:

NORMA GUEVARA, COMMISSIONER

A L S O P R E S E N T:

NEIL D. MAROTTA, ESQ., Board Counsel
KENNEDY NG, Administrator
CHRISTINA M. RIVERA, ESQ., Tenant Advocate
FRANCOIS NUNEZ, Staff Member
KENNY CABALLERO, Staff Member
CASMILA SOLIS, Staff Member
GUILLERMO MARTINEZ, Interpreter

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A P P E A R A N C E S:

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BY: ADOLFO LOPEZ, ESQ.
Attorney for 218 New York Avenue

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218 New York Avenue LP
218 New York Avenue

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Christopher Yegen

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1 MR. NG: Good evening. This is the
2 meeting of the Rent Leveling Board. Today's date
3 is November 18, 2024, and the time is 6:45. We
4 are in the municipal court chambers, 3715 Palisade
5 Avenue, Union City, New Jersey.

6 Pursuant to the Open Public Meeting Act,
7 adequate notice of this meeting was provided to
8 The Bergen Record, The Jersey Journal, and The
9 Hudson Reporter more than 72 hours in advance of
10 the meeting and is posted at the municipal
11 offices. The notice includes the date, time,
12 location to the extent known, the agenda of the
13 meeting. Please rise to salute the flag.

14
15 (Whereupon, the Pledge of Allegiance was
16 recited.)

17
18 **ROLL CALL:**

19
20 MR. NG: At this time, I'm going to do
21 the roll call.

22 Commissioner Norma Guevara, not present.

23 Commissioner Ydaly Pozo.

24 COMMISSIONER POZO: Present.

25 MR. NG: Commissioner Yamirus Holguin.

1 COMMISSIONER HOLGUIN: Present.
2 MR. NG: Commissioner Rosana Colon.
3 COMMISSIONER COLON: Present.
4 MR. NG: Chairman Juan Milan.
5 CHAIRMAN MILAN: Present.
6 MR. NG: Is the interpreter here?
7 THE INTERPRETER: Yes, sir, thank you.
8 MR. NG: Interpreter, your name, please?
9 THE INTERPRETER: Guillermo Martinez.
10 MR. NG: Chairman, we have a quorum.

1 **218 NEW YORK AVENUE -**

2 **SETTLEMENT:**

3

4 MR. NG: And, Mr. Marotta, are we
5 following the agenda the way it is or any changes
6 at last minute?

7 MR. MAROTTA: We're going to do an add
8 on that's not the agenda. It is a settlement of a
9 matter that was in Superior Court. So we actually
10 have two of those matters on tonight. One is on
11 the papers and the other one is by the parties
12 that were involved in the matter.

13 So on that note, I'd like to call Mr.
14 Lopez up and his client.

15 Adolfo, were you able to get him?

16 MR. LOPEZ: I did send a message.

17 MR. MAROTTA: We'll give him a call and
18 see if he answers.

19 So the matter before us is 218 New York
20 Avenue. So, Christina, I'm going to ask you to
21 cover on this matter, just to make sure that the
22 settlement is done correctly and knowingly, that's
23 all.

24 MR. NG: Want me to send a text?

25 MR. MAROTTA: No, it's okay. It's

1 actually better with the person here. So I'm just
2 going to call Ms. Suarez.

3 This is Neil Marotta, we're at the Rent
4 Leveling Board meeting. The sole purpose of the
5 proceeding tonight is to put the settlement that
6 you reached with the property owner on the record.
7 So I'm going to put you on speaker phone. Okay.

8 So I'm going to request that Mr. Lopez
9 who is here with his client to place the
10 settlement on the record. He's then going to
11 question or voir dire his client as to his
12 understanding of the agreement and that he fully
13 agrees and then I'm going to ask the same
14 questions of you, okay?

15 MS. SUAREZ: Okay.

16 MR. MAROTTA: All right. I'll turn it
17 over, if you can state your name for the record.

18 MR. LOPEZ: Adolfo Lopez, Lopez Noris,
19 LLC, appearing on behalf of the plaintiff in the
20 matter of 218 New York Avenue LP versus the Union
21 City Rent Leveling Board. And 218 New York Avenue
22 LP was the applicant in an application to this
23 board, which came before the board in December of
24 2023 and January of 2024. The board ruled that
25 the legal rent -- the board upheld a determination

1 by the rent leveling office that the legal rent
2 for the unit was approximately \$449 or something
3 in that range.

4 MR. MAROTTA: 79.

5 MR. LOPEZ: \$479. The landlord
6 applicant disagreed with the decision of the
7 board. We filed a lawsuit in Superior Court of
8 New Jersey and there is a proposed settlement to
9 resolve that case and two other cases that were
10 consolidated. It involved a landlord-tenant
11 action for nonpayment of rent and an action
12 brought by the tenant against the landlord for a
13 consumer fraud action for rent overcharge, and
14 then this action, which was the prerogative writ
15 action appealing the decision of the board. All
16 three matters were consolidated.

17 Previously, there had been a trial in
18 the suit where the tenant was a plaintiff, we
19 filed a counterclaim. We had a trial and the
20 judge in that case ruled in favor of the landlord
21 for and entered a judgment for \$64,000.
22 Enforcement of the judgment was stayed and when we
23 came before the board and returned to the court,
24 both parties filed their briefs. And before
25 trial, there was a proposed settlement, which

1 we're here this evening to put forth to the board.

2 Under the terms of the settlement, this
3 board will allow the registration of the unit on
4 the office's records, based upon a determination
5 dated December 19, 2022, and plus the regular
6 increases, the normal increases that are the
7 permitted annual increases, and the current
8 registration -- the current legal rent
9 registration which will be accepted by the Rent
10 Leveling Board and office is currently \$1,871.80.
11 So going forward, that will be the legal rent for
12 this unit, except that the current tenant was
13 paying approximately \$1,400 before the appeal,
14 before she appealed to this board.

15 We have a proposed settlement where the
16 tenant will pay \$1,000 a month starting in January
17 of this year -- I'm sorry, January 2025, this
18 coming January. \$1,250 starting in January of
19 2026, and \$1,400 starting in January 1, 2027.
20 Thereafter, there will be annual increases based
21 upon that \$1,400 figure applicable exclusively to
22 the tenant. The registrations will continue to be
23 based upon the higher figure. So if that tenant
24 should ever move from the property, in theory, the
25 apartment would be free for the higher rent. And

1 that's basically what's before this board.

2 MR. MAROTTA: Correct.

3 MR. LOPEZ: There's an additional
4 payment that will be coming to the landlord by --

5 MR. MAROTTA: Not through the tenant.

6 MR. LOPEZ: Not through the tenant --

7 MR. MAROTTA: Through the settlement
8 with the organization.

9 MR. LOPEZ: One of the parties will be
10 paying, so either the city -- either the board or
11 the -- somebody is going to be paying my client
12 some money, but apparently it will not be the
13 tenant. So it is not a concern for this tenant.

14 MR. MAROTTA: That is correct.

15 MR. LOPEZ: And that's the proposed
16 settlement that we have for the board's approval.

17 MR. MAROTTA: Okay. Can you voir dire
18 your client. And, Ms. Suarez, the questions Mr.
19 Lopez is going to ask his client are very similar
20 to the questions that I am going to ask you and
21 Ms. Rivera, if I miss anything, will follow-up.

22 MR. LOPEZ: So my client on behalf of
23 the entity is Chris Yegen. So you want him to be
24 sworn, I imagine.

25 MR. MAROTTA: Yes, please.

1 C H R I S T O P H E R Y E G E N, after having
2 been duly sworn or affirmed, did testify as
3 follows:

4
5 MR. LOPEZ: Chris, you're here today in
6 representation of 218 New York Avenue LP; is that
7 correct?

8 MR. YEGEN: Yes.

9 MR. LOPEZ: And you are authorized to
10 act on behalf of the entity as it relates to this
11 settlement?

12 MR. YEGEN: That is correct.

13 MR. LOPEZ: And you are a representative
14 of the entity overall in all decisions that the
15 entity makes; is that correct?

16 MR. YEGEN: Yes.

17 MR. LOPEZ: You were sitting next to me
18 while I went over the terms of this proposed
19 settlement. Did you understand those terms?

20 MR. YEGEN: Yes.

21 MR. LOPEZ: Do you have any questions
22 about those terms?

23 MR. YEGEN: No.

24 MR. LOPEZ: Do you acknowledge that by
25 accepting this settlement, you are -- the entity

1 is giving up a right to proceed to trial where
2 ultimately -- this would be a bench trial so
3 ultimately, it would be the judge, the court, that
4 would come up with a determination?

5 MR. YEGEN: Yes.

6 MR. LOPEZ: And in doing so you're
7 giving up that right and agreeing to be bound by
8 this settlement; is that correct?

9 MR. YEGEN: I understand, yes.

10 MR. LOPEZ: And the numbers that I went
11 over, as it relates to the payment from the tenant
12 going forward, did you understand those figures?

13 MR. YEGEN: Yes.

14 MR. LOPEZ: Are you in agreement with
15 those figures?

16 MR. YEGEN: I am.

17 MR. LOPEZ: Do you understand that any
18 settlement, once both parties fulfill their
19 responsibilities, is a full and final resolution
20 of this matter on a permanent basis?

21 MR. YEGEN: I do.

22 MR. LOPEZ: So this would be -- your
23 action against the board would be in essence
24 dismissed, but the terms of the settlement remain
25 in effect; is that correct?

1 MR. YEGEN: Yes.

2 MR. LOPEZ: I have nothing further.

3 MR. MAROTTA: Just a couple more
4 questions. And by entering into the settlement,
5 do you understand you're giving up your right to a
6 trial?

7 MR. YEGEN: Yes.

8 MR. MAROTTA: And that at a trial, you
9 may receive greater results or lesser results or
10 the same results as the settlement, correct?

11 MR. YEGEN: Yes.

12 MR. MAROTTA: And you are not under the
13 influence of any mind altering substances that
14 would affect your ability to understand the
15 proceedings tonight?

16 MR. YEGEN: No.

17 MR. MAROTTA: Okay, thank you. I have
18 nothing further.

19 CHAIRMAN MILAN: Okay.

20 MR. MAROTTA: Okay. Ms. Suarez?

21 MS. SUAREZ: Yes, sir.

22 MR. MAROTTA: Please swear her in.

23

24 J E S E N I A S U A R E Z, after having been
25 duly sworn or affirmed, did testify as follows:

1 MR. MAROTTA: Ms. Suarez, you heard Mr.
2 Lopez state the terms of the settlement on the
3 record, correct?

4 MS. SUAREZ: Yes, I did.

5 MR. MAROTTA: Okay. Did you understand
6 those terms?

7 MS. SUAREZ: Yes, I did.

8 MR. MAROTTA: Okay. Are you in
9 agreement with those terms?

10 MS. SUAREZ: Yes, I am.

11 MR. MAROTTA: Okay. I'm just going to
12 restate them again briefly. That starting
13 January 2025, your rent will be \$1,000 a month.
14 And continuing in January 2026, your rent will be
15 1,250, and then finally on January 2027, your rent
16 will be \$1,400, correct?

17 MS. SUAREZ: Yes, correct.

18 MR. MAROTTA: Okay. And you also
19 understand that thereafter, in accordance with the
20 Union City rent control ordinance, your rent will
21 be increased by the CPI or 3 percent, whichever is
22 less, correct?

23 MS. SUAREZ: Correct.

24 MR. MAROTTA: Okay. And do you have any
25 questions for me or Mr. Lopez?

1 MS. SUAREZ: No. I just want to say
2 thank you.

3 MR. MAROTTA: Okay, thank you. And
4 you're not -- are you the under influence of any
5 substances that may affect your ability to
6 understand the proceedings this evening?

7 MS. SUAREZ: No.

8 MR. MAROTTA: Okay. Thank you. Mr.
9 Lopez, any -- oh, and you understand by entering
10 into the settlement, you're giving up your right
11 to a trial?

12 MS. SUAREZ: That's correct.

13 MR. MAROTTA: And at a trial, you would
14 be able to either have better circumstances, worse
15 circumstances or the same circumstances as the
16 settlement you're entering into?

17 MS. SUAREZ: That's correct.

18 MR. MAROTTA: Okay.

19 MR. LOPEZ: Ms. Suarez, do you
20 understand that this settlement is a full and
21 final settlement of all three matters?

22 MS. SUAREZ: That's correct.

23 MR. MAROTTA: And do you understand that
24 by accepting this settlement, you're doing so with
25 prejudice, which means that you cannot come back

1 in the future and ask for any additional sums?

2 MS. SUAREZ: That's correct.

3 MR. LOPEZ: Thank you.

4 MR. MAROTTA: Okay.

5 MS. RIVERA: I have nothing else.

6 MR. MAROTTA: Thank you very much.

7 CHAIRMAN MILAN: Make a motion that we
8 close testimony and go into deliberations.

9 MR. MAROTTA: Thank you.

10 COMMISSIONER COLON: I second that.

11 MR. NG: Motion was made by our chairman
12 Mr. Milan and second by Commissioner Rosana Colon.

13 Roll call.

14 Commissioner Ydaly Pozo.

15 COMMISSIONER POZO: Yes.

16 MR. NG: Commissioner Yamirus Holguin.

17 COMMISSIONER HOLGUIN: Yes.

18 MR. NG: Commissioner Rosana Colon.

19 COMMISSIONER COLON: Yes.

20 MR. NG: Chairman Juan Milan.

21 CHAIRMAN MILAN: Yes.

22 MR. NG: Motion has passed.

23 MR. MAROTTA: Okay. Thank you.

24 CHAIRMAN MILAN: Basically, it sounds
25 like everyone is in agreement and it seems to

1 settle the case, has seen and heard by the
2 Superior Court to a certain agree and then I guess
3 a settlement took over. So I think it makes sense
4 to ratify it and accept it as a settled matter.
5 So I make that motion.

6 COMMISSIONER POZO: I second it.

7 MR. NG: Okay, Mr. Milan on the motion,
8 second by Ydaly Pozo.

9 Roll call.

10 Commissioner Ydaly Pozo.

11 COMMISSIONER POZO: Yes.

12 MR. NG: Commissioner Yamirus Holguin.

13 COMMISSIONER HOLGUIN: Yes.

14 MR. NG: Commissioner Rosana Colon.

15 COMMISSIONER COLON: Yes.

16 MR. NG: Chairman Juan Milan.

17 CHAIRMAN MILAN: Yes.

18 MR. NG: Motion has passed.

19 MR. MAROTTA: Okay.

20 MR. LOPEZ: Thank you. Neil, I will
21 need a resolution.

22 MR. MAROTTA: Of course. Yes, I'll have
23 it ready for the next meeting.

24 MR. LOPEZ: How do we report back to the
25 court on this? We let them know we're settled and

1 it's approved?

2 MR. MAROTTA: Correct.

3 MR. LOPEZ: If they want us to put it on
4 the record?

5 MR. MAROTTA: That's fine, I'll appear.

6 MR. LOPEZ: And the resolution of the
7 board will be part of the permanent file, Mr.
8 Kennedy?

9 MR. NG: Yes, it will.

10 MR. LOPEZ: Thank you, all.

11 MR. MAROTTA: Thank you, Ms. Suarez.

12 MS. SUAREZ: Thank you very much. Have
13 a nice night.

14 CHAIRMAN MILAN: We're taking a break, I
15 guess.

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1 **1100-1102 NEW YORK AVENUE, APT. #1A -**
2 **RENT DISPUTE:**

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4 CHAIRMAN MILAN: So which one is next?

5 MR. MAROTTA: We have a number of
6 postponements this evening. We have 1100-1102 New
7 York Avenue, Apartment 1A. This matter had been
8 before the board a number of years ago. The board
9 had ruled and then it was appealed. The court
10 remanded it back to the board for further
11 consideration. The landlord brought in a
12 substantial number of documentation in support of
13 his position and he provided it timely. It was
14 provided by Monday of last week or Tuesday I
15 should say because of the holiday. However, he
16 hadn't provided it to Ms. Rivera. And it was
17 substantial, so -- and then I also met with the
18 property owner. The matter had been adjourned
19 once before, so we can do that. And based upon
20 the document submitted, I thought it best that we
21 review it together. Ms. Rivera will have a chance
22 to review it and there may be a resolution to the
23 matter.

24 CHAIRMAN MILAN: Okay.

25 MR. MAROTTA: So I request that it be

1 carried. It will be not on the property owner, it
2 will be on the board.

3 CHAIRMAN MILAN: I make a motion that
4 based on the explanation provided by our counsel
5 just now, that the case of 1100-1102 New York
6 Avenue, Apartment 1A be adjourned, postponed until
7 the next time that it comes on the docket. And
8 once all attorneys from both sides and our own
9 have a chance to look at it.

10 COMMISSIONER HOLGUIN: I second that.

11 MR. NG: Motion was made by Mr. Milan,
12 second by Commissioner Yamirus Holguin.

13 Roll call.

14 Commissioner Ydaly Pozo.

15 COMMISSIONER POZO: Yes.

16 MR. NG: Commissioner Yamirus Holguin.

17 COMMISSIONER HOLGUIN: Yes.

18 MR. NG: Commissioner Rosana Colon.

19 COMMISSIONER COLON: Yes.

20 MR. NG: Chairman Juan Milan.

21 CHAIRMAN MILAN: Yes.

22 MR. NG: Motion has passed.

23 MR. MAROTTA: Thank you.

24

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1 **326 24TH STREET - APARTMENT #1R -**
2 **RENT DISPUTE:**

3
4 MR. MAROTTA: And 326 24th Street. This
5 matter is on for the first time and the property
6 owner has -- the attorney for the property owner
7 has requested that we adjourn the matter and that
8 he also wishes to get together to see if there's a
9 potential resolution.

10 CHAIRMAN MILAN: Okay. It's the first
11 time, so we usually agree to that the first time.
12 So I make a motion that we adjourn till, again,
13 the counsel has a chance to meet with the tenant
14 advocate and our attorney, and also once it's
15 placed on the agenda for a subsequent meeting, the
16 case 326 24th Street to be adjourned at this
17 point.

18 COMMISSIONER COLON: I second that.

19 MR. NG: Motion was made by Chairman
20 Juan Milan, Commissioner Colon seconded the
21 motion.

22 Roll call.

23 Commissioner Ydaly Pozo.

24 COMMISSIONER POZO: Yes.

25 MR. NG: Commissioner Yamirus Holguin.

1 COMMISSIONER HOLGUIN: Yes.
2 MR. NG: Commissioner Rosana Colon.
3 COMMISSIONER COLON: Yes.
4 MR. NG: Chairman Juan Milan.
5 CHAIRMAN MILAN: Yes.
6 MR. NG: Motion has passed.
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1 **4014-4024 BERGENLINE AVENUE, ALL APARTMENTS -**

2 **CAPITAL IMPROVEMENT:**

3 **412 18TH STREET, ALL APARTMENTS -**

4 **CAPITAL IMPROVEMENT:**

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6 MR. MAROTTA: And then we have the last
7 two matters are capital improvement matters,
8 Joseph Gaudio, who had appeared before us once
9 before and needed to attain additional information
10 to present, has advised he wishes to withdraw his
11 applications. And I spoke to him directly
12 concerning that. So these matters are withdrawn.

13 MR. NG: What is the address?

14 MR. MAROTTA: 4014-4024 Bergenline
15 Avenue and 412 18th Street.

16 CHAIRMAN MILAN: So he's withdrawing
17 both of them at this point?

18 MR. MAROTTA: Correct.

19 CHAIRMAN MILAN: Okay.

20 MR. MAROTTA: Do we need a motion -- no,
21 we don't need a motion. It's a withdrawal, so we
22 don't. We're fine.

23

24

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1 **907 18TH STREET - APARTMENT #3R -**
2 **RENT DISPUTE:**

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4 MR. MAROTTA: And then finally we have
5 the last matter, which is listed first, 907 18th
6 Street and I believe both parties are here?

7 MS. RIVERA: Yes. My clients are going
8 to need the interpreter.

9 MR. MAROTTA: Fine.

10 Are both your clients needing the
11 interpreter?

12
13 G U I L L E R M O M A R T I N E Z, an
14 interpreter of the SPANISH language, after having
15 been duly sworn or affirmed, did interpret the
16 following testimony:

17
18 MR. MAROTTA: Thank you. This matter is
19 a rent dispute and the rent calculations have been
20 submitted. There was a one rent calculation based
21 upon a rent registration from August 1990,
22 establishing a legal rent for this unit for
23 \$1,416.10.

24 THE INTERPRETER: I'm sorry, can you
25 repeat the amount again, please?

1 MR. MAROTTA: Legal rent of \$1,416.10.
2 There was also an initial legal rent calculation
3 that established a rent for this tenant only in
4 the sum of \$1,214.37. And that calculation was
5 based upon tenant rent receipts. And as you know,
6 for this tenant only, it means just that, it's for
7 this tenant. If this tenant leaves, it reverts to
8 1,416.10 for any new tenant, provided the landlord
9 wishes to charge that sum.

10 I also understand that this matter had
11 been subject of an eviction matter in Superior
12 Court and the parties had entered into a
13 settlement agreement. This initial letter had
14 been submitted prior to that settlement agreement.
15 And after that, the court matter was entertained
16 and the parties entered into that agreement.
17 However, the rent control office submitted a final
18 rent calculation letter establishing the \$1,214.37
19 and it was dated June 4, 2024. The landlord
20 correctly appealed that matter. But I am not sure
21 if it was entered in prior to the settlement that
22 was reached in Superior Court.

23 Okay. That being said, just as a basis
24 from what the office has, I'm going to turn it
25 over to the landlord, as it is her appeal. And

1 she can comment on it. I am going to request that
2 she raise her right hand, so she can be sworn.

3

4 E V A N G E L I N A C A S T I L L O, after
5 having been duly sworn or affirmed, did testify as
6 follows:

7

8 MR. MAROTTA: Ms. Castillo, can you
9 state any information you have in support of your
10 appeal?

11 MS. CASTILLO: Well, the determination
12 was entered, first of all, before they signed the
13 agreement in court. And also I'm not saying it's
14 any -- it's not the fault of the rent control, but
15 I never received the first notification of like
16 the matter. I never received it. I acquired from
17 the post office the signed green card, but it was
18 nobody, you know, in this case, you know, at the
19 address in Miami, it was not. That being said, I
20 understand that you guys made an effort to notify
21 me, I didn't receive it, I understand.

22 I have to say that I -- the tenant told
23 me that they were going to move. I asked them to
24 move because after 11 years of cleaning up after
25 their cats, I got tired. So I asked them to move

1 and they told me that they were going to move.
2 Therefore, I did not raise the rent that year
3 because they told me they needed a couple more
4 months to move. I didn't raise the rent that year
5 because I thought it would be like two,
6 three months at the most, but they never moved.
7 And then they told me that they had no intention
8 to move.

9 So that's when they came here and this
10 whole unfortunate legal process started, you know.
11 They did agree to pay that amount and they paid
12 that amount with no complaints.

13 MR. MAROTTA: Ms. Castillo, can you
14 state what amount you're talking about?

15 MS. CASTILLO: 1,354 dollars and some
16 odd cents. As a matter of fact, when they asked
17 me for extra time to live there, Mr. Miranda told
18 me, "you could charge me more, I don't care."
19 Like I said, I did not increase the rent, that
20 November, because they told me that they were
21 going move.

22 Throughout the years, they've been --
23 things happened that are very uncomfortable, let's
24 say. You know, insults, they -- I mean how you
25 say that -- threats and stuff. And I basically

1 had had it by the time that they said they were
2 going to move. I -- and even in court, I gave
3 them another chance. I said, okay, they were
4 going to get rid of the cats and George said in
5 court, I guess they're going to have to kill the
6 cats. I'm like -- I'm an animal lover, I have
7 animals, it's not a matter of that. It's just
8 that they were a nuisance for me and for the rest
9 of the tenants, okay.

10 So I gave them another chance. I said,
11 "okay, you get rid of the cats and you can stay."

12 MR. MAROTTA: Ms. Castillo, was this a
13 time prior to the more -- the time you had a
14 settlement?

15 MS. CASTILLO: We went to court and had
16 a settlement they were not going to let the cats
17 out because their cats are feral. They were not
18 going to let them out. They created messes and I
19 had to clean it up. And sometimes they would
20 clean it up. I would have to tell them, please
21 can you clean up after your cats. And they would
22 get insulted, told me that I was -- that they were
23 going to come to Brian Stack and complain that
24 they were going to -- that I was born in a golden
25 crib, that's why I, you know, I did this. That I

1 was -- you know, that they were going to accuse me
2 of harassment. And all I was telling them was to
3 pick up after their cats.

4 We went to court, they said they weren't
5 going to let the cats out. We filed a -- what do
6 you call that when you -- when they don't keep to
7 the agreement? And then -- a violation of the
8 agreement in court. They said that they didn't
9 violate it. And I had, you know, camera proof,
10 pictures, videos, that the cats were coming out
11 and they were letting the cats out. At that
12 point, the Judge was ready to evict them and I
13 didn't evict them. And then after, they stayed
14 and they came out into the courtyard. And they
15 called me a cat assassin. And I know that's petty
16 and everything else, but it weighs on your -- you
17 know, it weighs on your being, on your soul, you
18 know. I mean I live there, too. Every time I
19 come out, they slam doors and stuff. And I don't
20 want that kind of things happen. I asked them to
21 please turn on the thermostat so we could check
22 the system before the cold started and they didn't
23 tell --

24 MS. RIVERA: This is not about the rent
25 and I just want to stay on target with just the

1 issue of the rent increase. Because that's what
2 we're here for, that was litigated in landlord
3 tenant, it's resolved, the cats are gone. And so
4 respectfully I don't want take --

5 MS. CASTILLO: No. Respectfully, also
6 ma'am --

7 MR. MAROTTA: Ms. Castillo --

8 MS. CASTILLO: People need to know
9 what's behind this problem, okay. Because it's
10 not a simple, you know, they're not paying what
11 they're supposed or they're paying what they're
12 supposed to. If I'm speaking here and I'm before
13 you, you need to know the whole picture, I
14 believe. And I've said enough, I know, and I
15 rattle on, but okay, I'm done. But thank you for
16 letting me let everybody know what's really going
17 on, because you know...

18 MR. MAROTTA: So, Ms. Castillo, what are
19 you seeking?

20 MS. CASTILLO: I would like if they
21 agree to pay that rent which is less than the
22 legal rent, I think that they should abide by what
23 they agreed. And I was informed that, you know,
24 there's an ordinance only in Union City that says
25 that this is -- that increase more than 3 percent

1 is not possible. But you're the board and it's in
2 your hands. I mean -- and I appeal to you, I mean
3 my taxes went up in this property only \$6,000,
4 only in this property. And what you're saying is
5 that I should lower my rent. If I lower the rent,
6 it's like, let's say, two hundred dollars or one
7 hundred something, that's another \$2,000 that --
8 instead of my taxes going up, my deficit being
9 6,000, it's 8,000, you know.

10 So I'm just saying, you know, please,
11 consider it. Because it's a two-bedroom
12 apartment, it's nice. I don't think I'm
13 exorbitant price and I mean I'm not even asking
14 them to -- I can't ask them to pay me what they
15 have underpaid for all these years also because
16 they have.

17 MR. MAROTTA: Ms. Castillo, just for
18 clarity purposes, was there -- the record shows
19 that they were paying 1,179 and then, I guess,
20 based upon the rent control ordinance, it
21 increased to 1,214; is that accurate? They were
22 paying 1,179 or --

23 MS. CASTILLO: I'm not sure right now of
24 the amount, I could look at their paperwork. But
25 if they have receipts that say that, I guess

1 that's what they were paying. I don't know.

2 MR. MAROTTA: All right.

3 MS. CASTILLO: I don't know exactly how
4 much they were paying.

5 MR. MAROTTA: I have no further
6 questions. Counsel?

7 MS. RIVERA: You asked my question. And
8 I'm going to show -- I'm going to mark these items
9 for identification purposes for your reference.
10 And I'm going I guess -- this is a clump of
11 documents?

12
13 (Receipts received and marked
14 T-1 for identification.)

15
16 MS. RIVERA: So these are what have been
17 marked T-1, okay. These are a bunch of receipts
18 showing 11 --

19 MS. CASTILLO: I'm not disputing that.
20 I just said I was not sure about the amount.

21 MS. RIVERA: Okay. So now having seen
22 them, you can see that what they had been paying
23 was 1,179.

24 MS. CASTILLO: Okay.

25 MS. RIVERA: Right? And as late as

1 October 4, 2023, they were paying -- well, it
2 looked like 1,180, but it was roughly 1,179?

3 MS. CASTILLO: Okay.

4 MS. RIVERA: Do you concede that that's
5 what these money orders reflect?

6 MS. CASTILLO: Yes. And they were
7 paying under the legal rent and I don't know why.

8 MS. RIVERA: Okay. And in November, the
9 rent bumped up to 1,354?

10 MS. CASTILLO: Okay.

11 MS. RIVERA: Right? And I'm going to
12 mark these as Tenant 2, it's another group of
13 receipts.

14

15 (Receipts received and marked
16 T-2 for identification.)

17

18 MS. CASTILLO: Yes.

19 MS. RIVERA: I guess there's a few here,
20 if you want to thumb through them.

21 MS. CASTILLO: No, no, no. And they had
22 no problem paying this, but they understood --

23 MS. RIVERA: 1,354. So you concede that
24 it went from 1,179 to 1,354, right?

25 MS. CASTILLO: Okay. I did not increase

1 rent because they were saying they were leaving,
2 too.

3 MS. RIVERA: I understand, but they
4 didn't leave, right? And so --

5 MR. MAROTTA: Counsel, can you say what
6 the dates of those receipts are?

7 MS. RIVERA: Which ones, T-1 or T-2?

8 MR. MAROTTA: T-2.

9 MS. RIVERA: T-2, we have November 6,
10 2023, 12/4/2023, 1/5/2024. And looks like a
11 receipt for 1,354 February 2024.

12 So you concede that it jumped from one
13 month to the next from 1,179 to 1,354, based on
14 the exhibits I showed you? We have the last 1,179
15 or 1,180 was on 10/4/2023 and then the first 1,354
16 was on 11/6. So from one month to the next, it
17 jumped, correct?

18 MS. CASTILLO: Correct. But I told them
19 that I was seeing this -- if they were going stay,
20 they were going to come in as a new tenant and
21 they agreed.

22 MS. RIVERA: Did you serve them with a
23 statutory notice to quit and demand for rent
24 increase?

25 MS. CASTILLO: I sent them a letter,

1 yes. Certified letter.

2 MS. RIVERA: Was it consistent with the
3 statute?

4 MS. CASTILLO: What statute are you
5 talking about?

6 MR. MAROTTA: Counsel, you have to --

7 MS. RIVERA: Meaning did you
8 terminate -- all right -- I withdraw that
9 question.

10 MS. CASTILLO: I, you know --

11 MS. RIVERA: I withdraw the question.

12 MS. CASTILLO: I'm not an attorney.

13 MS. RIVERA: You understand that that's
14 more than the 3 percent allowed under the
15 ordinance in Union City?

16 MS. CASTILLO: Right. If it was regular
17 increase. In a regular, like, existing tenant.

18 MS. RIVERA: Well, it was an increase
19 and it was more than the 3 percent allowed, right?
20 I mean let's --

21 MS. CASTILLO: Right. But I mean I --

22 MS. RIVERA: Yes?

23 MS. CASTILLO: I treated them as a new
24 tenant, not as an existing tenant because they --
25 okay. No, they said that they were going to

1 leave.

2 MS. RIVERA: Okay. But, again, you
3 charged them more than the 3 percent allowed under
4 the ordinance?

5 MS. CASTILLO: If it was an existing
6 tenant, yes.

7 MS. RIVERA: So if you had used the
8 3 percent guidelines of the 3 percent cap, in
9 accordance with the ordinance, that would have --
10 the rent would have been 1,014.37?

11 MS. CASTILLO: Okay.

12 MS. RIVERA: Right?

13 MS. CASTILLO: I don't know because I
14 don't have --

15 MS. RIVERA: Let's do the math, we can
16 do the math.

17 MS. CASTILLO: Okay. But let me answer
18 you --

19 MS. RIVERA: One second, I'm asking a
20 question. So if we have 1,179 as rent, plus
21 3 percent which is the allowable increase, it
22 comes out to \$1,214.37?

23 MS. CASTILLO: Okay.

24 MS. RIVERA: That was the amount that
25 their rent, under the ordinance, was supposed to

1 be, right?

2 MS. CASTILLO: Well, I didn't increase
3 it the November before because they told me that
4 they were going to leave. And I didn't increase
5 it because they asked me for a couple of months.
6 So the regular 3 percent increase from 1,170
7 something dollars, I did not do because they were
8 leaving.

9 MS. RIVERA: But they didn't leave, so
10 you know what is -- that doesn't make --

11 MS. CASTILLO: Okay. But I would have
12 increased in that November if they told me, no,
13 we're not going anywhere, I would have increased
14 it. And then I had a chance to increase it that
15 November of '22 and also November of '23 because
16 that's when my rent -- I'm allowed to increase the
17 rent, the registered rent increase.

18 MS. RIVERA: Do you have a copy of the
19 notice you sent them terminating the lease at
20 1,179 and increasing their rent to 1,354? Do you
21 have that notice with you?

22 MS. CASTILLO: Terminating their lease?

23 MS. RIVERA: Terminating their
24 tenancy -- because that's how you're supposed to
25 do it, you're supposed to terminate the tenancy

1 under 1,179 and re-rent it to them at the new
2 increased rent. So do you have that notice that
3 you sent them?

4 MS. CASTILLO: I'm pretty sure that I
5 did not sent them a letter ending the lease.

6 MS. RIVERA: Okay, fair enough.

7 MS. CASTILLO: I did text them. And I
8 talked to them in their living room about it also.

9 MS. RIVERA: So verbal and text --

10 MS. CASTILLO: Yes.

11 MS. RIVERA: -- is what you say is the
12 notice you gave them?

13 MS. CASTILLO: Yes. And, okay, I don't
14 know if that's according to the ordinances.

15 MS. RIVERA: I have nothing further for
16 her.

17 CHAIRMAN MILAN: Okay.

18 MS. RIVERA: Do you --

19 MR. MAROTTA: I just -- I'm sorry, I'm a
20 little bit confused on this. How long were they
21 paying 1,179?

22 MS. CASTILLO: For one year.

23 MR. MAROTTA: Starting?

24 MS. CASTILLO: Probably from
25 November 2021 to November '22, I think that's when

1 their tenancy finished.

2 MR. MAROTTA: Okay, thank you. I
3 understand now. So they continued paying the
4 1,179 from 2022 to the current time -- or to --

5 MS. CASTILLO: From 2021 to 2023 because
6 I didn't increase because they were leaving.

7 MR. MAROTTA: Understood, okay.

8 MS. RIVERA: So you were waiting for
9 them to leave for two years?

10 MS. CASTILLO: No, one year.

11 MS. RIVERA: That's why you didn't
12 increase the rent?

13 MS. CASTILLO: That's correct. One
14 year, I waited for them to leave.

15 CHAIRMAN MILAN: Question here. Just
16 trying to wrap myself a little bit around all of
17 these numbers. There was a settlement in Superior
18 Court?

19 MR. MAROTTA: My understanding, correct.

20 CHAIRMAN MILAN: Right. So are they
21 following that settlement that was done in
22 Superior Court?

23 MR. MAROTTA: I think that would have to
24 be asked to the tenants.

25 CHAIRMAN MILAN: I don't know if it's

1 something that we had already the information for
2 or if we're still -- are we following, right now,
3 I guess either side can tell me, the settlement
4 that was done and signed by both parties in
5 Superior Court?

6 MS. CASTILLO: Are you talking about the
7 part of the rent or are you talking about the that
8 they get the cats out?

9 CHAIRMAN MILAN: At this point --

10 MS. CASTILLO: Or you want to know
11 everything?

12 CHAIRMAN MILAN: No, no, I'm talking
13 about more about the rent. I mean the cats are
14 supposedly not there any longer, so I don't think
15 that's an issue. I think that was followed assist
16 per the settlement.

17 MS. CASTILLO: Okay.

18 CHAIRMAN MILAN: I mean obviously that's
19 in the settlement itself.

20 MS. CASTILLO: That's what they've been
21 paying.

22 CHAIRMAN MILAN: They have been paying
23 that?

24 MS. CASTILLO: Yes.

25 CHAIRMAN MILAN: So why again coming

1 back here?

2 MR. MAROTTA: Okay.

3 CHAIRMAN MILAN: Why are we questioning
4 the settlement of the Superior Court?

5 MR. MAROTTA: Well, the -- our
6 ordinance, I believe, takes precedence in certain
7 regards. The issue is interesting here because
8 the legal rent is --

9 MS. CASTILLO: Is more.

10 MR. MAROTTA: 14 -- I'm sorry, I have
11 the number here somewhere.

12 MS. RIVERA: 1,416, I believe it was.

13 CHAIRMAN MILAN: 1,416.

14 MR. MAROTTA: 1,416, so the increase
15 would have been in the parameters of the legal
16 rent.

17 CHAIRMAN MILAN: Right.

18 MR. MAROTTA: So less than the legal
19 rent. One of the questions I have was there a
20 knowing acceptance to pay the higher rent in
21 Superior Court, after being told what their legal
22 rent -- what the rent for this tenant only was.
23 So if they were told that, did they knowingly
24 relinquish that right to have the lower rent for
25 this tenant only. But another factor that has to

1 come into play and be considered by the board is
2 the fact that a rent was established of 1,214 --
3 or 1,179 and not correctly increased in accordance
4 with our ordinance. So that is the --

5 MS. RIVERA: Right. Because the
6 position --

7 MR. MAROTTA: -- primary factor here.

8 MS. RIVERA: The position of the tenants
9 is that that increase surpassed and was
10 inappropriate and took advantage of the fact that
11 the rent at the time of going to court was 1,179.
12 And then it was while they were dealing with all
13 of the cat issues and they had these cats for
14 21 years, that it was just entered into in duress.
15 They kind of agreed to it without understanding
16 that the rent increase was more than the
17 3 percent.

18 CHAIRMAN MILAN: So what we're saying is
19 the Superior Court Judge did not have all the
20 information?

21 MS. RIVERA: That is was not a
22 settlement, so to speak. This was a pay and stay
23 amongst lawyers. So it didn't go -- and I don't
24 even think that the Judge had the knowledge that
25 there was a rent control.

1 MR. MAROTTA: Counsel, were you --

2 MS. RIVERA: -- I don't think that came
3 into play. I wasn't there.

4 MR. MAROTTA: If you weren't there --

5 MS. RIVERA: But the judges don't
6 normally have that information that this amount is
7 more than the allowable rent.

8 MS. CASTILLO: I'm sorry, but they were
9 paying 1,354 before we went to court. They
10 weren't paying 1,179 when we went to court.

11 CHAIRMAN MILAN: Well, that's obvious by
12 the phrasing. It says in there they will continue
13 to pay 1354.

14 MS. CASTILLO: Right.

15 CHAIRMAN MILAN: So obviously whoever
16 drafted the settlement is aware. I'm not sure if
17 it's a Judge or if it is between the two sides.

18 MS. CASTILLO: And they did pay me two
19 months that they were in arrears at that time.

20 CHAIRMAN MILAN: Uh-huh. And all this
21 was mandated by a Superior Court Judge or who did
22 the settlement?

23 MR. MAROTTA: I do not believe that the
24 court mandates it. I believe the court accepts
25 the settlement between the parties.

1 CHAIRMAN MILAN: Just like we do when
2 there's a settlement here?

3 MR. MAROTTA: Similar to that, yes.

4 CHAIRMAN MILAN: Still, it does have a
5 certain gravitas in the sense that it is done
6 before them.

7 MR. MAROTTA: Is there a date on that?

8 CHAIRMAN MILAN: It's only like
9 three months ago, 7/17/24. So that's why it's
10 kind of this just happened, I mean where they got
11 involved -- I mean were they both in the fight
12 over the cats that big that the money was went by
13 the wayside?

14 MS. RIVERA: And they'll testify that
15 they had these cats for 20 years, so they were --
16 and then they had been forced to get rid of the
17 cats.

18 CHAIRMAN MILAN: I understand that. And
19 I understand -- and I feel for it. I'm obviously
20 a cat lover, so it's a tough thing and I
21 understand it. But that's already done. That's,
22 I mean as sad as it may be or not, it's no longer
23 an issue in here. We're talking now about the
24 money.

25 MS. RIVERA: Right. But when you go to

1 frame of mind and mindset is that entering into
2 this agreement, and not wanting to have to leave
3 because of -- you're being forced to get rid of
4 your cat. And, again, I don't want to testify for
5 them and I can have them testify. But I think
6 that you have to look at the state of mind when
7 they signed this.

8 MS. CASTILLO: But if you're going to go
9 back to discussing the cat issue, I'm going to
10 tell you that I put up with them for 11 years with
11 these cats. My lease says specifically that
12 there's no cats allowed. And I allowed them to
13 keep the cats because they said they were part of
14 the family, you know.

15 When after the settlement, after this
16 settlement, the second settlement, when they
17 insulted me in the courtyard, I called them and I
18 said listen, do you want some time to find
19 somewhere else to go if you want to keep your
20 cats, okay. And they told me no, because the
21 rents are very expensive out there. Okay. So,
22 you know, I made every effort, I am not heartless.
23 You know, I tried to work with them, but it was
24 impossible. I have nothing about -- I have
25 nothing against cats.

1 MR. MAROTTA: If I --

2 MS. RIVERA: I would like to point out
3 for the record that the final letter was June and
4 it was sent certified and regular mail to her. So
5 she was well aware of what the legal rent was when
6 she entered into the agreement as well. So I will
7 submit that the legal rent -- I'm sorry, not the
8 legal rent, the rent determination per -- and it
9 was the final rent determination -- was for
10 1,214.37. So she knew as well that she was
11 entering into this agreement knowing that it was
12 in excess of what had been finalized by the rent
13 control office on June 4, 2024, just a month
14 prior.

15 CHAIRMAN MILAN: By the same tone, so
16 were your clients.

17 MS. CASTILLO: I also protested, I also
18 registered to come here today.

19 CHAIRMAN MILAN: By the same tone, they
20 received the same letter and yet they signed this
21 agreement.

22 MS. RIVERA: It was probably -- and that
23 agreement also talks about the cats and having to
24 get rid of the cats.

25 CHAIRMAN MILAN: I see that there.

1 MS. RIVERA: So that was the gist of the
2 agreement.

3 MR. NG: With all my respect, I believe
4 we have to -- we should pay attention to the rent,
5 the numbers, because we're going to be here three
6 nights or two months about the cats. We will not
7 get new --

8 MS. CASTILLO: I'm sorry.

9 MR. NG: We're here for the rent.

10 CHAIRMAN MILAN: We realize --

11 MR. NG: I understand, Christina.

12 CHAIRMAN MILAN: We understand the
13 concern and the situation and the state of mind.
14 And I mean -- I know how attached you get to an
15 animal, especially like cats. But, in this case,
16 the numbers are there and it's tough.

17 MR. MAROTTA: The only -- is there any
18 need for any further testimony? I'll give my
19 legal --

20 CHAIRMAN MILAN: I would say the only
21 testimony I would like to hear from, to be honest
22 and, again, obviously, counsel can proceed with
23 her case. She doesn't have to go by what I might
24 like or not like. But to me the one thing I would
25 like to understand is obviously they had this

1 letter from the board. So why do they go in front
2 of a Superior Court Judge one month later and say,
3 yeah, okay, I'll sign it?

4 MR. MAROTTA: Got it.

5 CHAIRMAN MILAN: I mean, obviously, to
6 me, it wasn't much on the cats because they're
7 signing off that, yeah, with sadness, they're
8 getting rid of the cats. So then, why not even
9 use that to fight for a lower number? Say, okay,
10 we'll get rid of the cats if that's the issue.
11 But that's -- I mean again I'm not trying to see
12 what's going, but I would like to see what was the
13 thinking here.

14 MS. RIVERA: Cut to the chase and ask
15 them.

16

17 M A R C O M I R A N D A, after having been duly
18 sworn or affirmed, did testify as follows through
19 the interpreter:

20

21 CHAIRMAN MILAN: I don't think that's
22 it. It's not with a Z, it's with a D.

23 THE INTERPRETER: If I may, this is the
24 interpreter. It has been clarified, D as in
25 David, A as in apple, the last two letters of the

1 last name. Thank you.

2 MS. RIVERA: Let's cut to the chase.
3 Why did you enter into an agreement where you
4 agreed to pay 1,354 when you had, a month prior,
5 received a letter from the rent control office
6 saying that your rent was 1,214?

7 MR. MAROTTA: Excuse me, can I lay some
8 ground rules for the --

9 MS. RIVERA: It's 1,214. You have to
10 letter the interpreter interpret.

11 MR. MAROTTA: Sir.

12 CHAIRMAN MILAN: You have to let the
13 translator --

14 MR. MAROTTA: Excuse me.

15 MR. MIRANDA: Okay.

16 MR. MAROTTA: I'm going ask you to
17 translate this.

18 MR. MIRANDA: Yes. We have never
19 received a letter indicating 1,400, but I spoke
20 with the gentleman there about that fact.

21 MR. MAROTTA: Okay. I'm going to ask
22 you to explain that there's an interpreter
23 involved, if you could state that?

24 THE INTERPRETER: Absolutely.

25 MR. MAROTTA: Therefore, you have to

1 wait until the interpreter states what is said in
2 Spanish. And then I'm going request that you take
3 your time answering, so that the interpreter has
4 the ability to translate what you're stating.
5 Just the way I'm speaking now.

6 CHAIRMAN MILAN: I think we have to
7 swear her in, they're trying to switch who's going
8 answer.

9 MR. MAROTTA: That's fine.

10

11 L E S L I E M U N I Z A G A, after having been
12 duly sworn or affirmed, did testify as follows:

13

14 MR. MAROTTA: Thank you.

15 MS. RIVERA: Okay, are we ready? I'm
16 going to cut to the point because we know you were
17 paying less rent. The question is why did you
18 enter into an agreement to pay 1,354 in July, when
19 you received a letter from the rent control office
20 advising that your rent had been calculated to
21 1,214 one month, prior?

22 MS. MUNIZAGA: Okay, all right. Because
23 the lady appealed this case, our attorney
24 indicated that we should keep paying until this
25 case come to an end.

1 MS. RIVERA: Okay. And so -- okay. So
2 just to reiterate, you were told enter into the
3 agreement, pay the 1,354, and then resolve it in
4 rent control?

5 MS. MUNIZAGA: No, no. This goes back
6 to November because she had adjusted the rent from
7 November '22 to November '23. By that
8 November '23, that's when the rent went up. We
9 start paying the rent and that's when the issue of
10 the cat started.

11 MS. RIVERA: So wait a second, just to
12 clarify. You started paying the 1,354 in 2023,
13 correct?

14 MS. MUNIZAGA: Yes.

15 MS. RIVERA: And you had then filed --
16 okay. Now, I see actually. So you had received
17 the determination after? So, again, I'm going to
18 show you what's been marked T-1.

19 MS. MUNIZAGA: Okay.

20 MS. RIVERA: So all throughout 2023, you
21 had been paying 1,179 and then on 11/6/2023, you
22 began paying the 1,354, right? Is that a yes?

23 MS. MUNIZAGA: Yes.

24 MS. RIVERA: And then the rent
25 determination letter, the initial one came in

1 April of 2024. And then the final rent
2 determination letter came in June of 2024, so it
3 was actually one year after you agreed to pay
4 that. So I would like to --

5 MR. MAROTTA: There was a comment made
6 by your client but I did not hear the response.

7 MS. RIVERA: Which?

8 MR. MAROTTA: She responded to your
9 question, but I did not hear the answer.

10 MS. RIVERA: Which question?

11 MR. MAROTTA: The one that you were --

12 MS. RIVERA: So in 2023, November of
13 2023 is when you began to pay 1,354 because she
14 asked you to?

15 MS. MUNIZAGA: Yes.

16 MS. RIVERA: And then in June of 2024 is
17 when you received your final letter that said --
18 rent determination letter that said your rent was
19 going to be \$1,214.37. And I would like to
20 submit --

21 MS. MUNIZAGA: Yes.

22 MS. RIVERA: I'd like to mark this
23 letter as T-3.

24

25 (Letter received and marked T-3

1 for identification.)

2

3 MS. RIVERA: I'm just going to show you
4 this. This was addressed to you, June 4, 2024?

5 MR. NG: Mr. Chairman, sorry, I have to
6 go. Neil will stay here.

7 CHAIRMAN MILAN: Okay.

8 MR. NG: And my staff will be hear. I
9 have another commitment that I have to go to.

10 CHAIRMAN MILAN: I don't think we need
11 any other testimony from your group at this point.

12 MS. RIVERA: I'm going to show you
13 what's been marked as T-3. This is June 4, 2024.
14 So that would be eight months after you entered
15 into that agreement, correct?

16 MS. MUNIZAGA: Yes.

17 MS. RIVERA: I have nothing further.

18 MS. CASTILLO: What agreement are you
19 talking about?

20 MR. MAROTTA: Can you state that again?

21 MS. RIVERA: That the final
22 determination letter is dated eight months after
23 they entered into the agreement. They entered
24 into the agreement --

25 MR. MAROTTA: What agreement?

1 MS. CASTILLO: What agreement?

2 MS. RIVERA: I'm sorry, strike that.
3 When they started paying the 1,354, it was in
4 2023.

5 MR. MAROTTA: Okay.

6 MS. RIVERA: Which is established by
7 T-2, which is eight months before they got the
8 rent determination letter.

9 MR. MAROTTA: Okay.

10 MS. CASTILLO: But then they signed the
11 thing in court the month after.

12 MS. RIVERA: I'd like to submit this to
13 the board for review and consideration.

14 MR. MAROTTA: Let the record -- any
15 objection to the documents going into evidence?

16 MS. CASTILLO: No.

17 MR. MAROTTA: Okay. Move the documents
18 into evidence.

19 MS. CASTILLO: They received the
20 determination and then the month after, they
21 signed the agreement in court, is that what
22 happened?

23 MR. MAROTTA: There's no testimony right
24 now, it's --

25 MS. RIVERA: It's actually eight months

1 after they sign the agreement.

2 MR. MAROTTA: I'm sorry, but I think
3 that counsel mentioned the court agreement, not
4 the agreement to pay in October --

5 MS. RIVERA: Correct.

6 MR. MAROTTA: '23?

7 MS. RIVERA: Yes. They had been --
8 correct. So you had been paying 1,354 already by
9 the time you got to court for at least
10 eight months?

11 MS. MUNIZAGA: Yes.

12 MS. RIVERA: And then you got the rent
13 determination letter --

14 MS. MUNIZAGA: Yes.

15 MS. RIVERA: -- in 2024 and --

16 MS. CASTILLO: It was the month --

17 MR. MAROTTA: Please.

18 MS. CASTILLO: Okay.

19 MS. MUNIZAGA: May I say something? We
20 took this to the court simply because of the cats,
21 because of the cats, not because of the rent.
22 That's why we took it to the court. It was two
23 times, the first, we presented that it was a
24 support for us, the animal was a support for us,
25 that was for us. When we lost the cat, it was

1 tremendous.

2 MR. MAROTTA: You know what, Counsel,
3 she should ask the questions to you and it should
4 be presented in the proper format.

5 MS. RIVERA: Okay. So your position is
6 that you were taken to court because of the cat
7 situation?

8 MR. MAROTTA: Excuse me. She's going to
9 speak in English or Spanish?

10 THE INTERPRETER: I'm sorry?

11 MR. MAROTTA: Nothing.

12 MS. MUNIZAGA: Because of the cats not
13 because the rent.

14 MS. RIVERA: I don't think -- is there
15 anything else you'd like to add?

16 MS. MUNIZAGA: That was the agreement
17 that she was talking about, but it's not the
18 agreement that we accepted because we're paying a
19 lot. The agreement that we signed was that we
20 were going to get rid of the cats and we would
21 stay at the apartment, but we would continue to
22 live at the apartment.

23 CHAIRMAN MILAN: Okay. Can I?

24 MS. RIVERA: Please.

25 CHAIRMAN MILAN: Or you're still?

1 MS. RIVERA: No, no, go ahead.

2 CHAIRMAN MILAN: But you do realize that
3 what she signed says that the cats will be gone,
4 that they will still stay in the apartment, and
5 also there's the clause that says you will pay
6 1,354, as you have been paying up to now?

7 MS. MUNIZAGA: That was because George,
8 my attorney indicated --

9 CHAIRMAN MILAN: I would just remind the
10 tenant that we do have a document that's signed
11 by -- yes, by his lawyer and by his wife in our
12 possession.

13 (Conversation held in Spanish.)

14 MS. RIVERA: Sir, there's no question.

15 MS. RIVERA: Okay.

16 MR. MAROTTA: Sir. Please, Christina,
17 if you can, please?

18 MS. RIVERA: Can you let him know when
19 there's a question posed to him. But there's no
20 question posed right now, so he's talking out of
21 turn.

22 MR. MIRANDA: Okay. I will be quiet
23 since she speaks so much, no one allows me to
24 speak.

25 MR. MAROTTA: Okay.

1 MS. RIVERA: Is there anything else you
2 would like to add as to the rent?

3 MS. MUNIZAGA: No. You can imagine.
4 Nothing else.

5 MS. RIVERA: Okay.

6 MR. MAROTTA: Okay. Does the board have
7 any further questions?

8 CHAIRMAN MILAN: Any of the other
9 members have any questions of the tenants or of
10 the landlord?

11 COMMISSIONER COLON: How many cats there
12 was?

13 MS. MUNIZAGA: Two. One is waiting to
14 be adopted in Secaucus.

15 MR. MAROTTA: Excuse me, excuse me --

16 MS. RIVERA: Because you can't speak
17 when it's not your turn.

18 MR. MAROTTA: I think your question was
19 answered.

20 COMMISSIONER COLON: Yes.

21 MR. MAROTTA: Does the board have any
22 other questions concerning the matter?

23 CHAIRMAN MILAN: I don't have any
24 others. Does anybody else have any?

25 MR. MAROTTA: Okay. Ms. Castillo, you

1 have the right to question the tenants if you'd
2 like.

3 MS. CASTILLO: No.

4 MR. MAROTTA: Okay.

5 MS. CASTILLO: No, no.

6 MR. MAROTTA: Okay. There being no
7 further questions, do the parties rest?

8 MS. RIVERA: Yes.

9 MS. CASTILLO: I'm sorry?

10 MR. MAROTTA: Do you rest or do you have
11 any closing argument?

12 MS. CASTILLO: I'm going say one more
13 thing. They had the cats for 11 years with no
14 animal support doctor's note or anything. And
15 then all of a sudden, when we got into court, they
16 produced the animal -- what is it called?
17 Emotional support animal letter from a doctor.
18 That's just because, but it has nothing to do with
19 the rent.

20 MR. MAROTTA: Okay. There being no
21 questions, if counsel --

22 MS. RIVERA: I do have -- I just want to
23 sum up.

24 The ordinance is very clear that any
25 increase is capped at 3 percent. And it jumped

1 from 1,179 to 1,354, she even testified that she
2 let them know by text and verbally, which is not
3 an adequate means and it's not consistent with the
4 statute. So I would submit that any increase was
5 invalid. And that the rent, as determined by the
6 rent control office, was -- 3 percent added to the
7 1,179 that they were paying was the 1,214 number
8 that the ordinance requires.

9 MR. MAROTTA: Thank you. Just for the
10 record, I'd like to state that Ms. Castillo has
11 presented a letter, dated September 27, 2023, to
12 the tenants by certified mail stating that the
13 rent increase as of November 1st will be \$1,354.

14 MS. RIVERA: Does that terminate the
15 prior lease?

16 MR. MAROTTA: I do note that the letter
17 is insufficient in accordance with state law to
18 establish a rent increase because it does not
19 terminate the current leasehold and state that you
20 have the right to remain in the premises if you
21 would like to pay the new rent.

22 MS. CASTILLO: Okay.

23 MR. MAROTTA: Thank you though. Okay.

24 CHAIRMAN MILAN: Okay. I make a motion
25 that we close testimony and go into deliberations.

1 COMMISSIONER HOLGUIN: I second.

2 CHAIRMAN MILAN: Second by Commissioner
3 Holguin.

4 MR. MAROTTA: Commissioner Pozo.

5 COMMISSIONER POZO: Yes.

6 MR. MAROTTA: Commissioner Holguin.

7 COMMISSIONER HOLGUIN: Yes.

8 MR. MAROTTA: Commissioner Colon.

9 COMMISSIONER COLON: Yes.

10 MR. MAROTTA: Chairman Milan.

11 CHAIRMAN MILAN: Yes.

12 MR. MAROTTA: Thank you.

13 CHAIRMAN MILAN: I know it's been
14 confusing. So anything you need to clarify or
15 throw back and forth or brainstorm, please do,
16 because I realize it must be confusing.

17 Usually, I respect settlements
18 because -- especially in front of a Superior Court
19 Judge -- because basically I mean obviously we had
20 a couple settlements here today or we did one,
21 we'll discuss another. I like to feel that when
22 something is settled, it's settled, especially in
23 a court of law. My only problem here is that I
24 have no idea -- and I don't think I can get it by
25 any questions I ask here today -- that whether the

1 Judge had a sense of whether what they were
2 settling was going against the ordinance that we
3 have or not. Because obviously by the ordinance,
4 it's clear it should be the 1,20 number that we're
5 talking about, 1,214, I think. But yet, obviously
6 agreements sometimes go beyond those numbers for
7 whatever reasons are presented and both sides give
8 something.

9 In this case, it's -- I mean I could
10 have seen it as a lot more adequate for example
11 they would get the number, but say the cats could
12 stay, but that's what I would expect, you give
13 this, you give that.

14 MR. MAROTTA: If I may? The process is
15 such that the court does not weigh in on the
16 settlement. So the court does not go ahead and
17 say whether the settlement is a good settlement, a
18 bad settlement or in accordance with the Union
19 City rent control ordinance. The court does not
20 weigh in on that.

21 CHAIRMAN MILAN: He just asks the type
22 of questions we ask, are like are you in a good
23 frame of mind to have made that decision.

24 MR. MAROTTA: Yeah.

25 CHAIRMAN MILAN: I have to say that I

1 have to give the settlement weight because they
2 were represented.

3 MR. MAROTTA: They were.

4 CHAIRMAN MILAN: If they were not
5 represented by a lawyer, I would say hey, you
6 know, these people are overwrought over the cats.
7 But they do have a lawyer that's signing for them.
8 And as such, I have to accept that settlement. At
9 least I do, you guys can go total against me in
10 this one.

11 MR. MAROTTA: My only legal advice on
12 the matter is that the court did not come to a
13 determination based upon the Union City rent
14 control ordinance, it was not presented to him.
15 Whether the court -- I believe it might have been
16 Judge Jimenez and he did not have it presented
17 before him to make a decision whether or not it
18 was appropriate. So that, to me, leaves it to
19 this board to make that decision.

20 CHAIRMAN MILAN: I get it. But
21 technically couldn't the lawyer for them have
22 presented that argument and/or not made the
23 settlement itself? I mean --

24 MS. RIVERA: I believe the balance of
25 that settlement addressed the cats. And it just

1 said what is was they had been paying at that
2 point. And I think there was testimony that they
3 were told let rent control resolve the rent
4 control issue.

5 CHAIRMAN MILAN: Yeah, no. But it still
6 says tenant is also required to continue to pay,
7 see the wording looks pretty directive in the
8 sense of --

9 MR. MAROTTA: Does it say to continue to
10 pay?

11 CHAIRMAN MILAN: Yes. And is also
12 required, not should -- to continue to pay each
13 month as required by the rental agreement.

14 MR. MAROTTA: The only thing then I
15 would say is based upon the testimony that they
16 were advised by counsel that this board would
17 address the issue. They relied upon that.

18 CHAIRMAN MILAN: Does a Superior Court
19 Judge have the right to overwrite the ordinance in
20 a sense of an agreement?

21 MR. MAROTTA: No, I do not believe so.
22 I believe that the court has to uphold the
23 ordinance. If they came before in a settlement,
24 the court may approve a settlement, but it could
25 not determine that the settlement is in accordance

1 with the ordinance. Because the court has to
2 review the ordinance and apply the law to the
3 facts.

4 CHAIRMAN MILAN: Okay.

5 MR. MAROTTA: And in this instance, if
6 the rent is a certain amount, it can only be
7 increased by 3 percent or CPI, whichever is less.
8 That's what our ordinance says.

9 CHAIRMAN MILAN: Okay. Because
10 technically, this case has also been pretty much
11 closed as of 9/1/2024, since they were paying --

12 MR. MAROTTA: I do have a question. Was
13 the court case brought -- and I guess I could ask
14 counsel. Was the case brought for nonpayment of
15 rent?

16 MS. RIVERA: No. It was brought to
17 remove the cats.

18 MR. MAROTTA: Okay. So just that
19 language about continuing to pay --

20 MS. RIVERA: Is just an indication of
21 what they had been paying. And this is a
22 boilerplate form. And I could understand that if
23 it was in a form that was drafted by the attorneys
24 and negotiated with their language as opposed to a
25 boilerplate form that is filled out on the spot,

1 then I would concede that they had the
2 consideration of that. But this is a boilerplate
3 form and you just fill in the blanks and then the
4 addition -- you know, you write it out. So what
5 was written out was regarding solely about the
6 cats.

7 MR. MAROTTA: So there's nothing in the
8 handwritten part that deals with the rent?

9 MS. RIVERA: Rent control or rent.

10 CHAIRMAN MILAN: No.

11 MR. MAROTTA: Counsel is correct. That
12 is a boilerplate form that states what the rent is
13 at that time, without an adjudication as to
14 whether that rent is correct.

15 CHAIRMAN MILAN: So it could still be
16 questioned?

17 MR. MAROTTA: I'm sorry?

18 CHAIRMAN MILAN: It could be questioned
19 then by this board?

20 MR. MAROTTA: Absolutely. This matter
21 is correctly before this board.

22 CHAIRMAN MILAN: It's correctly, right,
23 we still have jurisdiction.

24 MR. MAROTTA: Yes.

25 CHAIRMAN MILAN: Okay. Even though we

1 have a settlement agreement?

2 MR. MAROTTA: Correct.

3 MS. RIVERA: As to the cats,
4 respectfully. That's what this whole thing was
5 about, was the cats.

6 CHAIRMAN MILAN: Okay. So basically the
7 point is by the ordinance, it should definitely be
8 1,214 and I forget the cents. To raise it to
9 1,354 was not done following a proper letter.

10 MR. MAROTTA: Nor in accordance with the
11 ordinance.

12 CHAIRMAN MILAN: Nor in accordance with
13 the ordinance. But that may not have been brought
14 out by the lawyer to the Judge or even while
15 explaining the whole settlement.

16 MR. MAROTTA: It is likely. And Ms.
17 Castillo can state otherwise and correct the
18 record, but it is likely this never went before
19 the Judge.

20 CHAIRMAN MILAN: Did you go in front of
21 a Judge, ma'am?

22 MS. CASTILLO: I'm confused because
23 there was two times. I don't remember -- one of
24 the times we didn't go before the Judge. I think
25 the second time we went before the Judge.

1 CHAIRMAN MILAN: Just so he could take
2 the declaration that both of you agreed.

3 MS. CASTILLO: But we did -- I don't
4 remember. I really don't remember.

5 CHAIRMAN MILAN: Okay.

6 MS. CASTILLO: One of the times we
7 didn't go before the Judge.

8 MR. MAROTTA: That's okay.

9 CHAIRMAN MILAN: So it sounds like you
10 just went, like we saw cases here today that came
11 before us, and just told us we're agreeing to
12 this. But they didn't go into the details.

13 MS. CASTILLO: Right.

14 CHAIRMAN MILAN: What do you guys think?

15 COMMISSIONER POZO: Like they said, they
16 went for the cat, not for the rent.

17 CHAIRMAN MILAN: Yeah.

18 COMMISSIONER POZO: So they're here for
19 the rent.

20 CHAIRMAN MILAN: Yeah. I mean it is
21 true that the only thing that is handwritten is
22 about the animals. And her signature is on the
23 section for the animals, her attorney is signing
24 though for the whole thing, so I mean I'm going --
25 I'm going to -- based on that --

1 MS. CASTILLO: Yes, I have the same
2 thing, but I mean the rent was written in.

3 CHAIRMAN MILAN: It's there.

4 MS. CASTILLO: It's written in there.

5 CHAIRMAN MILAN: But again that's just
6 like the form itself that was created in 9/1/2021.
7 It could easily be said that the main body is what
8 is in the back here. Not having any information
9 about how this settlement was done and whether the
10 money was part of the settlement, I guess if we're
11 saying that a Superior Court Judge should not
12 override the ordinance and allow it to be
13 violated --

14 MR. MAROTTA: A Judge can only interpret
15 the ordinance.

16 CHAIRMAN MILAN: He cannot -- well,
17 yeah, but I mean --

18 MR. MAROTTA: And if he accepted a
19 settlement beyond the ordinance, I believe the
20 person could challenge it still.

21 CHAIRMAN MILAN: Okay.

22 MR. MAROTTA: But if he didn't --

23 CHAIRMAN MILAN: He would have likely
24 written a reason why or remanded it to us, which
25 is --

1 MR. MAROTTA: If he weighed in.

2 CHAIRMAN MILAN: This is not a remanded
3 case.

4 Okay. Based on that, I mean since he
5 cannot really go against the ordinance, then I
6 have no choice, although I think it's -- the
7 lawyer should have made it a lot more explicitly
8 in a different way, I have no choice but to say
9 that for this tenant only, they can pay the 1,214.
10 Obviously, a new tenant will pay the 1,400.

11 MR. MAROTTA: 1,416.

12 CHAIRMAN MILAN: 1,416, again I forget
13 the cents. What do you think?

14 COMMISSIONER POZO: I agree.

15 COMMISSIONER HOLGUIN: So to pay how
16 much?

17 MR. MAROTTA: Let me tell you, I don't
18 want to -- pay \$1,214.37 as opposed to \$1,416.10.
19 So you're basically talking 200 --

20 COMMISSIONER HOLGUIN: 1,214?

21 CHAIRMAN MILAN: And 37 cents. Because
22 the ordinance is very clear that that is what
23 should be charged. The problem is I have the
24 settlement, but if we're hearing the settlement
25 could have been done more talking about the cats

1 and that it was not presented, probably, to the
2 Superior Court Judge that, listen, you're going
3 above and beyond the ordinance, you could see
4 where he comes to a decision, just puts what is
5 being paid, assumes that's correct, because what
6 the fight is about is the cats. And that is what
7 they write about in detail in there.

8 So I think, unfortunately, just like we
9 saw today how blurry this got with the cats, I
10 have a feeling they did the same thing in Superior
11 Court.

12 MS. CASTILLO: So that means that also
13 for that one year that I let them stay because
14 they were looking for an apartment, I'm not
15 entitled to having raised the rent then either?

16 CHAIRMAN MILAN: Technically, no.

17 MS. CASTILLO: Oh.

18 CHAIRMAN MILAN: Technically no, because
19 they were still -- I mean I realize for you it's
20 like, okay, you're staying and you're different
21 tenants, even though it's you. But as far as any
22 court --

23 MS. CASTILLO: No, no, I'm talking about
24 like, okay, in 2022, right, they asked me for
25 extra time to stay, right, to look for an

1 apartment. It was November, it was my time to
2 raise the rent. But I said, okay, if you were
3 going to look for an apartment, I'm not going to
4 raise your rent because you're looking for an
5 apartment, this is temporary.

6 CHAIRMAN MILAN: Okay.

7 MS. CASTILLO: So --

8 CHAIRMAN MILAN: Do you have a letter or
9 something to that effect that they signed that
10 they said, yes, we're looking for an apartment,
11 so --

12 MS. CASTILLO: That was a conversation
13 in person to person and also texts and stuff, but
14 I mean, no, it was not like --

15 CHAIRMAN MILAN: Nothing.

16 MS. CASTILLO: -- what the attorney was
17 saying.

18 CHAIRMAN MILAN: I realize that it's a
19 feeling of, hey, I tried to do a nice thing for
20 them and it didn't -- instead it becomes a bad
21 thing.

22 MS. CASTILLO: At this point, I'm used
23 to it, you know. I'm used to you know --

24 CHAIRMAN MILAN: Everything you need,
25 like even the letter --

1 MS. CASTILLO: I understand, but I'm not
2 an attorney. And unlike them, I don't have access
3 to a free attorney. So every time I use an
4 attorney, I have to pay.

5 CHAIRMAN MILAN: I realize.

6 MS. CASTILLO: And believe me, it's very
7 difficult to work with rent control. You know,
8 and fronting all the expenses of a property is
9 very difficult. I just with them, I took them to
10 court twice and I send them paperwork and that was
11 over \$2,000.

12 CHAIRMAN MILAN: I understand.

13 MS. CASTILLO: You know what I'm saying?
14 As a landlord, I try to be the best that I can.
15 But it's very difficult sometimes --

16 CHAIRMAN MILAN: I get it, I sympathize.

17 MS. CASTILLO: -- when you have
18 people --

19 CHAIRMAN MILAN: But the problem is --

20 MS. CASTILLO: I understand your
21 position. I understand your position and I
22 understand the legality now and stuff. And, you
23 know, it's on me to do the things legally. I
24 should have done things better, but, you know,
25 ignorance is no excuse in the law, you know. And

1 I understand. I understand what you're saying,
2 you're in a predicament and I understand.

3 MR. MAROTTA: Ms. Castillo, in the
4 future, if you have any questions concerning how
5 the mechanisms work, you're welcome to contact the
6 rent control office for assistance. We assist
7 both tenants and landlords.

8 MS. CASTILLO: I know. It's difficult
9 to know when you have a question when you don't
10 think you have a question and you think you're
11 doing it correctly.

12 CHAIRMAN MILAN: If you think you have a
13 question, ask.

14 MS. CASTILLO: No, but I mean --

15 CHAIRMAN MILAN: Because otherwise --

16 MS. CASTILLO: I didn't think I had a
17 question on it. I've been doing this the same way
18 for 11 years, 12 years.

19 CHAIRMAN MILAN: I understand but I
20 think in this case the whole issue with the
21 cats --

22 MS. CASTILLO: I understand.

23 CHAIRMAN MILAN: -- got convoluted with
24 the money and it's very hard to even know if --

25 MS. CASTILLO: You know, my mistake

1 was --

2 CHAIRMAN MILAN: -- that I have in front
3 is about the cats --

4 MS. CASTILLO: My mistake was the lease
5 says no pets and at that time, I should have
6 enforced it. They cried, oh, there's a family
7 member, blah, blah, blah, and I let them, you
8 know. But, you know, it costs me 12 years of
9 grief and it's still costing me grief. But, you
10 know, I guess, you know, it was my mistake.

11 CHAIRMAN MILAN: Well, in any case,
12 there is a motion. The motion is that we uphold
13 the calculation sent June 4th and signed by Mr.
14 Kenny Caballero, of \$1,214.37.

15 MR. MAROTTA: Okay.

16 CHAIRMAN MILAN: And that will be the
17 legal rent. We realize it's only for this tenant.
18 If they were to leave, she can -- landlord can get
19 the \$1,416.10.

20 MR. MAROTTA: Okay.

21 COMMISSIONER COLON: I second it.

22 MR. MAROTTA: Thank you.

23 CHAIRMAN MILAN: Okay.

24 MR. MAROTTA: Commissioner Pozo.

25 COMMISSIONER POZO: Yes.

1 MR. MAROTTA: Commissioner Holguin.

2 COMMISSIONER HOLGUIN: Yes.

3 MR. MAROTTA: Commissioner Colon.

4 COMMISSIONER COLON: Yes.

5 MR. MAROTTA: Chairman Milan.

6 CHAIRMAN MILAN: Yes.

7 MR. MAROTTA: Thank you. Okay.

8 CHAIRMAN MILAN: Thank you very much.

9 MR. MAROTTA: Thank you, everybody.

10 MS. CASTILLO: Ms. Rivera, if you have a
11 minute, I'd like to speak to you.

12 CHAIRMAN MILAN: Can we go off the
13 record for a second?

14

15 (Whereupon a short recess was taken.)

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OTHER BUSINESS:

CHAIRMAN MILAN: I make a motion that we open the public session of our meeting.

COMMISSIONER POZO: I second it.

MR. MAROTTA: Roll call. Commissioner Pozo.

COMMISSIONER POZO: Yes.

MR. MAROTTA: Commissioner Holguin.

COMMISSIONER HOLGUIN: Yes.

MR. MAROTTA: Commissioner Colon.

COMMISSIONER COLON: Yes.

MR. MAROTTA: Chairman Milan.

CHAIRMAN MILAN: Yes.

MR. MAROTTA: Thank you.

CHAIRMAN MILAN: Are there any members of the public that would like to be heard at this point?

MS. ROSADO: Yes, sir.

CHAIRMAN MILAN: Please approach.

MS. ROSADO: Right here is good? Diana Rosado, R-O-S-A-D-O.

We were here on September 9th, a couple months ago, actually going on three months regarding 2713 Central Avenue. At that time, it

1 was decided to leave the matter on the table
2 pending another inspection to verify that the
3 building had seven apartments, nonowner occupied,
4 remember? Nothing to date.

5 CHAIRMAN MILAN: No inspections?

6 MS. ROSADO: No inspection to date.

7 CHAIRMAN MILAN: Who requested the
8 inspection?

9 MR. MAROTTA: The office had requested
10 the inspection and it is the building department.
11 It does take some time and we are waiting for the
12 building department to provide -- to either
13 perform the inspection -- I don't know if they
14 have performed the inspection and to present the
15 results of the inspection.

16 CHAIRMAN MILAN: Can we check?

17 MS. ROSADO: Actually, last week, I
18 called and Casmila had helped me out. And she
19 said that she was going to put in another request.
20 So that I know, but that was just last week.
21 Prior to that, nothing had --

22 CHAIRMAN MILAN: Let's wait and see. I
23 mean if Casmila made the request last week, it
24 might take another few days. But let's keep on
25 it, tracking it, so that way it doesn't go...

1 MR. MAROTTA: We're ready to place the
2 matter back on the agenda.

3 MS. ROSADO: Okay.

4 MR. MAROTTA: So as soon as we get that
5 report.

6 MS. ROSADO: So what happens now? I'll
7 be notified --

8 MR. MAROTTA: The office will advise
9 you.

10 MS. ROSADO: Call me.

11 MR. MAROTTA: Yes. Feel free to --
12 well, you'll get a notice in writing?

13 MS. SOLIS: Yes.

14 MR. MAROTTA: Of the hearing date, but
15 you're free to find out --

16 MS. ROSADO: We'll be back here.

17 MR. MAROTTA: -- the results of the
18 inspection.

19 MS. SULLIVAN: Okay, perfect.
20 Appreciate it, appreciate you all. Thank you so
21 much. Have a very good night. I'm going feed my
22 cats now.

23 CHAIRMAN MILAN: Go feed the cats. Do
24 you have anything?

25 MS. ROSADO: She's just dittoing me.

1 CHAIRMAN MILAN: I make a motion that we
2 close, unless any other people --

3 COMMISSIONER COLON: I second.

4 MR. MAROTTA: Commissioner Pozo.

5 COMMISSIONER POZO: Yes.

6 MR. MAROTTA: Commissioner Colon.

7 COMMISSIONER COLON: Yes.

8 MR. MAROTTA: Commissioner Holguin.

9 COMMISSIONER HOLGUIN: Yes.

10 MR. MAROTTA: Chairman Juan Milan.

11 CHAIRMAN MILAN: Yes.

12 Mr. Martinez can probably go home now?

13 MR. MAROTTA: Yes.

14 THE INTERPRETER: Go feed your cats.

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1 **721 21ST STREET:**

2
3 MR. MAROTTA: Okay. I can summarize
4 this, if it would assist. This matter goes back a
5 few years. And the board had dismissed the matter
6 because the landlord did not proceed. The counsel
7 for the landlord said that her client did not get
8 notice and filed a lawsuit in federal court,
9 claiming a lot of -- that they were harmed in many
10 ways, basically, due process rights.

11 The issue was as to the rent, the
12 landlord had performed a RORA and there was a
13 dispute as to the year the RORA was taking effect
14 by one year. There's no tenant in the unit, so
15 the parties settled by, I believe, granting the
16 landlord that one year increase. And the rents,
17 the legal rent for the premises are set forth on
18 page 4. And this will settle the case for all
19 parties. There will be no costs or any fees or
20 anything to either -- by either party. But that
21 will be the base rent for that apartment.

22 CHAIRMAN MILAN: Okay.

23 MR. MAROTTA: And then going forward, it
24 will have a maximum 3 percent increase on
25 \$1,449.25.

1 CHAIRMAN MILAN: Okay.

2 MR. MAROTTA: Okay. Any questions?

3 CHAIRMAN MILAN: Who was the attorney
4 for this one?

5 MR. MAROTTA: Ms. Lepore.

6 CHAIRMAN MILAN: How many suits that she
7 has against us?

8 MR. MAROTTA: I believe two were
9 resolved in our favor and one was resolved in her
10 favor. And we put that on the record at the last
11 meeting, the 1700 Bergenline, if you recall. And
12 that is still working through a resolution, I
13 believe.

14 CHAIRMAN MILAN: Okay.

15 MR. MAROTTA: Okay.

16 CHAIRMAN MILAN: I make a motion we
17 accept the settlement resolution for 721 21st
18 Street, Apartment 8, as drafted by our counsel.

19 COMMISSIONER POZO: I second.

20 MR. MAROTTA: I'm going to put approved,
21 okay.

22 Commissioner Pozo.

23 COMMISSIONER POZO: Yes.

24 MR. MAROTTA: Commissioner Colon.

25 COMMISSIONER COLON: Yes.

1 MR. MAROTTA: Commissioner Holguin.

2 COMMISSIONER HOLGUIN: Yes.

3 MR. MAROTTA: Chairman Milan.

4 CHAIRMAN MILAN: Yes.

5 MR. MAROTTA: Thank you.

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1 **ADJOURNMENT :**

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3 CHAIRMAN MILAN: I make a motion that we
4 adjourn.

5 COMMISSIONER HOLGUIN: I second.

6 MR. MAROTTA: All in favor?

7
8 (All Commissioners indicate in the
9 affirmative.)

10
11 (Whereupon the meeting was adjourned at
12 8:52 p.m.)

C E R T I F I C A T E

I HEREBY CERTIFY that the foregoing is a true and accurate transcript of the testimony and proceedings as taken stenographically by me at the time, place, and on the date hereinbefore set forth.

SUSAN BISCHOFF, CCR, RPR
LICENSE NO. 30XI00233700