

**CITY OF UNION CITY
COUNTY OF HUDSON, STATE OF NEW JERSEY**

ORDINANCE 2019-26

**AN ORDINANCE AMENDING CHAPTER 334
“RENT STABILIZATION”**

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality may amend ordinances not contrary to the laws of this State or of the United States, as it may deem necessary and proper for order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants; and

WHEREAS, the City of Union City (the “City”) is a municipality as defined by Title 40 of the New Jersey Statutes; and

WHEREAS, Union City has a comprehensive rent control ordinance under Chapter 334 of the Code of the City of Union City (the “Code”); and

WHEREAS, it is necessary to regulate, control, and stabilize rents under the police powers granted to the City and in order to protect the health, safety and welfare of the citizens of the City; and

WHEREAS, the City continues to review and revise Chapter 334 to provide clarity for all procedures and requirements for the provisions set forth therein; and

BE IT ORDAINED by the Board of Commissioners of the City of Union City, County of Hudson, State of New Jersey, that Chapter 334, is hereby amended and replaced, in its entirety as follows:

SECTION ONE:

§ 334-1 Findings.

A.

The character of the City of Union City has changed over the years; the governing body has revised and amended the Rent Leveling Ordinance to reflect those changes;

B.

The original Rent Control Ordinance was enacted in response to a housing emergency crisis which existed in the early 1970s;

C.

The history of rent control and housing within Union City discloses that since that time, through the early two thousands, the economic conditions in the City’s housing market changed so that it was no longer in the public interest to maintain rent control on all types of residential units and the rent control ordinance was amended so that rent control no longer applied to residential

properties of 3 units or less, and 6 units or less if owner occupied. The intent being to encourage owner occupancy.

D.

Housing conditions in the City have again changed. The Board of Commissioners of the City of Union City does hereby declare that an emergency exists within the City with respect to rental housing space. This emergency has been created by housing demolitions, deterioration of a substantial portion of the existing housing stock, insufficient new housing construction, increased cost of construction and finance, growing inflation and absence of a competitive housing market. This has caused a substantial and increasing shortage of affordable rental housing accommodations for families of low and moderate income and abnormally high rents. Therefore, residents who are an integral part of the City are having difficulty finding housing that is affordable. It is in the public interest to have a cross section of people residing in Union City across all socio-economic backgrounds. An additional concern arises. The fear of being evicted without just cause and being forced to seek housing in such a market discourages Union City tenants from complaining about exorbitant increases in rent and about the continued deterioration of housing. Under the police powers granted to the City of Union City and in order to protect the health, safety and welfare of the citizens of the City of Union City, it is necessary to regulate, control and stabilize rents.

E.

Unless residential rents of tenants are regulated and controlled, there will be an inevitable housing crisis that will inevitably lead to homelessness. In light of the current housing market, the City hereby reaffirms the necessity for rent control to provide affordable housing for all its residents and hereby amends the ordinance in accordance with this need.

F.

It is further acknowledged that the Union City Rent Control Ordinance is a form of affordable housing, the purpose of which is to maintain rental apartments that are affordable for mid and lower income residents of the City. However, the conversion of apartments into condominiums and cooperatives results in the removal of affordable housing from the housing rental housing market within the City. In light of such loss of affordable rentals, through conversion of rental units, the City desires to continue the availability of affordable housing for its residents. The City recognizes that there can be an inconsistency between the statutorily authorized conversion of apartments and the constitutional obligation to provide affordable housing. It is therefore the desire of the City to address this inconsistency and meet both its constitutional obligation while attending to the statutorily authorized conversion of apartments. This inconsistency can be addressed in part through affordable housing set aside of converted units.

§ 334-2_Applicability; exceptions.

A.

Applicability. The terms of this chapter apply to individual dwelling units within a building, including condominium or cooperative units in the process of being converted, or having been

converted, rather than to an individual tenant occupying a dwelling unit. An agreement for occupancy of the dwelling unit shall not circumvent the application of this chapter by titling the agreement as other than a lease, such as, but not limited to a “use and occupancy agreement.”
[Amended 1-5-2016]

B.

Exceptions. This chapter shall not apply to:

- (1) Units in buildings that are owner-occupied and contain one, two or three units. Units in buildings that are not owner-occupied and contain one or two units. For clarification, see the below chart:

Units in Building	Owner-Occupied Building	Non-Owner-Occupied Building
1	This chapter does not apply	This chapter does not apply
2	This chapter does not apply	This chapter does not apply
3	This chapter does not apply	This chapter applies

(2)(a) Owners of three family buildings, claiming exception from this ordinance, as part of their registration, must file an affidavit stating that they reside in the building and comply with the regulations established by the Rent Stabilization Board, which regulations shall set forth criteria to establish proof of residency. The affidavit shall be in a form provided by the office of the Rent Board Administrator. Additional criteria may be requested by the Board at any hearing regarding this section. The burden remains on the owner to demonstrate owner occupancy.

(2)(b) Rental units in three-family buildings that become owner occupied after April 1, 2018, shall only become exempt from the protections of the rent control ordinance, upon the tenant, who resided in one of the non-owner occupied units in the building prior to the occupancy by the owner, vacating the unit.

(2)(c) The Property owner occupier of a 3 family building, prior to entering into any lease with a person for tenancy of the exempted rental shall furnish the prospective tenant with a written statement that the rental unit is exempt from this ordinance. The owner shall file a copy of this statement with the Rent Control Office. Each lease offered to a prospective tenant for any rental unit therein during the exemption period shall contain a provision notifying the tenant of the exemption.

(3) Condominiums and cooperative units which are rented are not exempt from this chapter, and the residence of the owner of said units, or the number of units the landlord owns in the building shall not be a basis for exemption under this section, except for the unit in which the owner resides.

(4)

Motels, hotels and similar type building and buildings intended for transient use, floor space used strictly for commercial purposes in any type building, including state-licensed rooming houses. Dwelling units rented for the first time after the adoption of this chapter are exempt, and the initial rent may be determined by the landlord, but all subsequent rents shall be subject to the provisions of this chapter.

(5)

New construction, consistent with NJSA 2A:42-84.1 et seq., shall be exempt from this chapter, as follows:

- A. The owner of a newly constructed dwelling and the owner of newly constructed housing space which is rented for the first time shall not be restricted in the initial rent charged, provided that the owner has registered the rent with the Rent Leveling Board. Except as provided in Subsection C of this section, any subsequent rental increases shall be subject to the provisions of this chapter.
- B. Permits as required by law are to be secured from all agencies having control and jurisdiction. All work must adhere to appropriate code standards and must be inspected by all agencies having control and jurisdiction and their approval obtained. A certificate of occupancy must be secured as required by law.
- C. In accordance with N.J.S.A. 2A:42-84.1 et seq., L. 1987, c. 153, the provisions of this chapter shall not apply to a new dwelling which is constructed after June 25, 1987, and which is not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the dwelling, or for 30 years following completion of construction, whichever is less. This exemption applies only where an owner complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3.

(6)

Units receiving state or federal subsidies directly to the owner and where federal preemption from local rent control is ordered by the United States Department of Housing and Urban Development pursuant to federal law or regulation. The burden is on the property owner to demonstrate the preemption. Once the grounds for preemption are no longer in effect, the unit will be protected in accordance with this ordinance. The base rent for the unit will be set at the amount of rent established in accordance with the federal regulations. Section 8 housing does not exempt a unit from the provisions of this ordinance.

C.

Existing tenants; establishment of base rent. Existing tenants will continue to be protected by rent control while they remain in their units. For these tenants, a landlord must still comply with the requirements of this chapter. All rents established by landlords and tenants on March 1, 1973, and any subsequent increase shall represent the base rent from which permitted increases are calculated.

D.

Tenure of rent stabilization. This chapter shall remain in effect until the Board of Commissioners determines, by ordinance, that rent control is no longer necessary in the City of Union City and that it is in the public interest to permit the unrestrained operation of the competitive rental market.

§ 334-3 Definitions.

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

AVAILABLE FOR RENT TO TENANTS

A dwelling unit is fit for habitation as defined by the statutes, codes and ordinances in full force and effect in the City, and is occupied, or unoccupied and being offered for rent.

BOARD

The Rent Stabilization Board.

CAPITAL IMPROVEMENT

A permanent improvement, including a major additional service, that adds to value or substantially extends the useful life of the landlord's property and can be claimed by the landlord for depreciation on his or her federal tax returns. The improvement is not a replacement or improvement to cure a code violation. Specifically excluded are ordinary repairs, maintenance and conversion of common utilities for individual apartments.

CODE COMPLIANCE

That the housing space and dwelling are free from all heat, hot water, elevator and all health, safety and fire code violations as well as free of all other violations of the chapter, the Property Maintenance Code and other applicable federal, state, county or local laws or regulations.

CONVERTER

The owner, or representative of the owner, of property containing dwelling units covered by this chapter, who proposes to or takes any action for the purpose of effecting a conversion of such property or dwelling units, from some other form of ownership into a cooperative or condominium form of ownership.

COOPERATIVE and COOPERATIVE CORPORATION

A cooperative housing association or corporation which entitles the holder of a membership interest therein to possess and occupy a unit of dwelling space owned and leased by such association or corporation.

DIVISION

The Division of Housing and Urban Renewal of the New Jersey State Department of Community Affairs.

DWELLING

Any building or structure, including land, cooperative apartments and condominium apartments, or trailer, or land used as a trailer park, rented or offered for rent to one or more tenants or family units. Furnished rooms are subject to the terms of this chapter notwithstanding the fact that furniture is provided by the landlord and/or rent is paid on a weekly or biweekly basis.

DWELLING UNIT

Any unit used for residential purposes, including both rental, cooperatively owned and condominium units.

EQUALIZED ASSESSED VALUATION

The value of the residential portion of real property, calculated by dividing the assessed value of the property for municipal tax purposes, by the equalization ratio published by

the Director of the Division of Taxation of the State of New Jersey, and multiplying the result by the fraction of the square footage of the floor area of the building and the area of the adjacent lot used for residential purposes, including corridors, storage space, stairwells and other such uses required in residential space, over the total square footage of the floor area of the building and the area of the adjacent lot, with areas used in common being allocated according to the same proportion.

GROUPS or ASSOCIATIONS

Combinations of building units or tenants which shall be recognized and permitted to proceed jointly if the Board finds a sufficient common basis of interest, facts or related connection; but such representation shall be established by appropriate landlord, tenants or others with such direct interest in the premises. Persons without such direct interests shall not represent a landlord, tenants or others, nor shall the unauthorized practice of law or other profession be authorized or permitted.

HOUSING SPACE

A.

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.

B.

Includes a garage, carport or parking space, which is a service associated with the residential housing space, whether or not it is explicitly included in the agreement for the rental of housing space. The fact that the garage, carport or parking space is owned by an entity separate from the owner of the residential dwelling, is not determinative of whether the garage, carport, or parking space, is associated with the residential housing space.

JUST CAUSE FOR EVICTION

That the landlord recovered possession of a housing space or dwelling for one of the reasons outlined in N.J.S.A. 2A:18-61.1, as amended and in conformity with the provisions of this ordinance, as amended. Removal of a tenant due to a change in ownership is not permissible unless said removal is done in accordance with N.J.S.A. 2A:18-61.1.

LANDLORD

As used in this chapter, the person who owns or purports to own any building, structure or complex of buildings or structures in which there is rented or offered for rent housing space for living or dwelling purposes under either a written or an oral lease, provided that this definition shall not include owner-occupied two- and three-family dwelling premises.

LIVING AREA

The amount of total rentable space applicable to any given housing space, measured either in terms of rooms or square footage.

MAINTENANCE COSTS

Maintenance costs include real estate taxes, utility expenses, expenses for repairs, upkeep and maintenance respecting a dwelling unit, but shall not include principal or interest payments on any blanket encumbrance or other mortgage or encumbrance.

MAJOR CAPITAL IMPROVEMENT

A permanent improvement that is reasonably expected to last more than three years. The improvement must benefit the dwelling and must be subject to an allowance for depreciation under federal income tax provisions, but the Rent Stabilization Board, taking all factors into consideration, will make the ultimate determination.

MONTHLY MAINTENANCE CHARGE

The annual maintenance costs divided by 12.

OWNER OCCUPANT

An owner of the premises that has one of the units, on the premises, as his or her principal residence. In the event a legal entity claims to be an owner occupant, all shareholders, partners or members of the entity must have a unity or units, on the premises, as their principal residence.

PREMISES

A tract of land with the structures on it.

PRINCIPAL RESIDENCE

The place in which a person resides at least one hundred eighty three (183) days of the year and at which such person regularly carries on basic living activities at the dwelling place. For the purposes of this ordinance, a person may have only one principal place of residence. In determining if a person occupies a dwelling unit as their “Principal Residence”, that person must produce the following so that the rent control board can make a determination:

- a. Whether a person carries on basic living activities at the dwelling place;
- b. Whether any of those that reside in the unit maintains another dwelling place, and if so, the amount of time that the person spends at each dwelling place;
- c. Whether the person has filed for and received a homestead rebate for homeowners for the dwelling place or any other dwelling place;
- d. Whether the person maintains utility services in his/her name at the dwelling place and whether the utility bills in the person’s name are actually paid by the person;
- e. Whether all those that reside in the unit are a registered voter at the dwelling place;
- f. Whether the vehicle registration, driver’s license or identification card of all those that reside in the unit contains the address of the dwelling;
- g. Whether the people receive mail at the dwelling place and at other locations; and
- h. Any other relevant factors as determined by the Board.

RENT

Any price for the use of a housing space. It includes any charge, no matter how set forth, paid by the tenant for the use of any service in connection with the housing space. Security deposits and charges for accessories, such as boats, mobile homes and automobiles, not used in connection with the housing space shall not be construed as “rent”. No charges shall be permitted for additional rent, whether termed a late rental fee, attorneys fee, interest on rent paid late, or any other fee, returned check fees, or any other similar charges in excess of twenty-five (\$25.00) dollars.

[NOTE: “additional” is new language; balance of redline is Ord. 2018-16.]

RENT INCREASE, DECREASE OR ADJUSTMENT

The notice forwarded by the landlord to the tenant, or by the tenant to the landlord, by letter or in any other form, setting forth the proposed amount of rent increase, rent decrease or other rent adjustment. Each such notice shall state in detail the reasons justifying or requiring the rent increase, rent decrease or other rent adjustment. A landlord/owner is prohibited from commencing an eviction proceeding against a tenant for failure or refusal to pay a rent increase unless and until this provision has been complied with.

RENTAL STATEMENT

The statement which the landlord shall be required to sign and deliver to each tenant at the inception of the tenancy, identifying the name and address of the Landlord, if the record owner is a corporation or limited liability company, the name and address of the corporate officers or members of the limited liability company, and agent, if any, identifying the name, address and telephone number of the superintendent, if any, providing a twenty-four hour emergency telephone number for the Landlord or his or her agent. The Rental Statement shall also describe the housing space rented, the related services and equipment involved, whether such include the use of the basement, garage, parking space, clotheslines, washing equipment, utilities, heat, hot water, garbage removal, repairs, maintenance and the like, the base rent and charge as of March 1, 1973, or other applicable date and notification of the existence of the Rent Control Ordinance.

RESALE

Resale of a dwelling unit means any sale subsequent to the original sale thereof.

SECRETARY

The Rent Stabilization Board Secretary.

SERVICES

The provision of light, heat, hot water, maintenance, painting, elevator service, air conditioning, storm windows, screens, parking, superintendent service and any other benefit, privilege or facility connected with the use or occupancy of any dwelling or housing space.

TENANT/SUBTENANT

The regulations that apply to the landlord and tenant under this Ordinance shall also apply, wherever appropriate, to the “tenant/subtenant” relationship and any other rental tenancy unless otherwise expressly excluded.

UNINHABITABLE BUILDING

A structure which is completely vacant and unfit for human habitation as defined by the statutes, codes and ordinances in full force and effect in the State of New Jersey, County of Hudson and City of Union City.

§ 334-4 Rent Stabilization Board.

A.

Established. The Rent Stabilization Board, consisting of five members as hereinafter established, is hereby continued in existence and maintained as the Rent Stabilization Board of Union City.

B.

Composition; terms.

(1)

The Board shall consist of five members who shall be appointed by the Board of Commissioners by resolution adopted by a majority vote of the Commissioners. For reasons of continuity and in the best interests of the public the terms of the first members appointed pursuant to this subsection shall be staggered terms of one- , two- , three- , four- , and five-year term appointments.

(2)

Thereafter the term of office of the members of the Board shall be for five years each. Each member shall serve without compensation, but each shall receive such expenses and per diem allowances as the Board of Commissioners, from time to time, may deem appropriate. The Board shall select a chairperson and a vice-chairperson from among its commissioners. The Chairperson shall preside at all hearings.

C.

Alternate members. In addition to the five members of the Rent Stabilization Board, the Board of Commissioners, as it deems necessary, may appoint two alternate members to the Rent Stabilization Board, by resolution adopted by a majority vote of the Commissioners. The term of an alternate member shall be for one year. If any vacancy should occur among the regular members, then the Board of Commissioners may appoint either of the alternate members to fill the unexpired term. An alternate member shall be entitled to sit with, and participate as a member, in any meeting of or hearing before the Board. An alternate member who has attended the full hearing or hearings on a specific matter may participate in, and may vote upon, any determination made during the absence or disqualification of any regular member.

D.

Disqualification of member. No member or alternate member of the Rent Stabilization Board shall be permitted to act on any matter in which that individual has, either directly or indirectly, any personal or financial interest.

E.

Powers of Board. The Rent Stabilization Board is hereby granted and shall have and exercise all the powers necessary and appropriate to carry out and execute the purposes of this chapter, including, but not limited to, the following:

(1)

To issue and promulgate such rules and regulations as it deems necessary to implement the purpose of this chapter, including, but not limited to, the use of subpoenas, which rules and regulations shall have the force of law until revised, repealed or amended, in its description, providing that such rules are filed with the City Clerk. The City Board of Commissioners may reject any regulation within forty-five (45) days of its filing with the City Clerk.

(2)

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

(3)

To hold hearings and adjudicate applications from landlords for adjustments or additional rental, as herein provided.

(4)

To hold hearings and adjudicate applications from tenants for adjustment or reduced rental, as herein provided.

(5)

To approve and accept a settlement or other agreement on the subject matter of a dispute between a landlord and tenant.

(6)

To require a landlord to produce for examination his/her books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require in connection with any application, hearing, proceeding or purpose, as set forth herein.

(7)

The Rent Stabilization Board, upon an application by a landlord or tenant or upon its own motion, may set a date for a hearing, consider proofs and grant, deny, modify or otherwise adjust all rentals, by increasing or decreasing same, and the Board may make such determinations as to conditions, services, equipment, terms and related matters pertaining to rentals and controlled premises as may be warranted within the intent and purview of this chapter and applicable state laws.

(8)

There shall be no limitation on how far back a property owner will be required to provide a rent rebate to a tenant, in the event there is a determination by the Board or Rent Regulation Officer that a tenant is entitled to a rebate.

F.

Quorums. A quorum for hearing shall consist of three members or alternate members, and a majority shall be authorized to issue orders relating to the powers and functions of the Board.

§ 334-5 **Board staff.**

A.

Rent Regulation Officer; duties.

(1)

Position created. There is hereby created the position of Rent Regulation Officer in the Department of Revenue and Finance.

(2)

Qualifications. The Rent Regulation Officer shall be appointed by and under the direction of the Director of the Department of Revenue and Finance.

(3)

Duties. The duties of the Rent Regulation Officer shall be as follows:

(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 this chapter.

(d)

To remedy violations of this chapter by ordering rebates and increases and bring appropriate legal charges as provided by this chapter.

(e)

To accept and process complaints from tenants of illegal rental increases and to investigate such complaints prior to any decision being rendered.

(f)

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

(g)

To coordinate and supervise all staff associated with the operation of this chapter.

(h)

To attend all meetings of the Rent Stabilization Board.

(i)

To perform such other duties as the Rent Stabilization Board may specifically direct and as allowed by this chapter.

(j)

To process all complaints regarding the withholding of certain residential units from the rental housing market with the City and forward them to the Construction Code Official or his/her duly appointed designee, whose responsibility shall be to conduct an investigation in accordance with law. Upon completion of such investigation, a report shall be issued to the Rent Regulation Officer, who shall be authorized to issue a complaint in accordance with the above section.

(k)

To conduct rent calculations to determine the correct rent to be applied to a dwelling unit. In making his or her calculation, the Rent Regulation Officer shall utilize the earliest recorded rent registration filed with the Rent Control Office *or, in the event a rent calculation was performed by the Rent Control Office, the most recent rent calculation performed by the Office.* The permissible annual adjustments will be applied to the rent set forth on the first registration statement *or rent calculation.* There shall be no rent increase applied to the rent for those years that the Landlord failed to file a registration statement. This provision is retroactive to the date of the first registration statement filed with the Rent Control Office. In addition to conducting a rent calculation, the Rent Regulation Officer shall determine whether there was an overcharge in rent to the Tenant as a result of the illegal rent. In the event there was an overcharge, the Landlord shall refund to the Tenant the amount of the overcharge, within ten (10) days of Notice from the Rent Regulation Officer, or from any appeal from the Rent Regulation Officer's determination. In the event a refund is not made within ten (10) days, the Rent Board and its agents may authorize the Tenant to take the refund as a credit against future rent or in the alternative, file a civil action in the Superior Court for damages. Any overcharge rent calculation by the Rent Regulation Officer shall run with the property and in the event the property is sold, the successor owner shall also be responsible for the refund.

[NOTE: Ord. 2017-25; *Italics represent the amendment discussed at our meeting.*]

(4)

Compensation. The Rent Regulation Officer shall receive such compensation as established by the Board of Commissioners.

(5)

Term. The term of the Rent Regulation Officer shall be one year and thereafter until a successor is chosen and qualifies.

(6)

Determination. Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Stabilization Board, by regulation, will be rendered by the officer, in writing.

(7)

Appeal.

(a)

In the event an affected party wishes to appeal that determination, that party shall have 30 calendar days from the date of that decision to file a formal appeal of the determination with a fee as set forth in Chapter 155, Fees, of the Code of the City of Union City for each unit which is the subject of the appeal. The notice of appeal shall be forwarded to the Rent Leveling Office by ordinary and certified mail within that thirty-day period.

(b)

Upon receipt of the notice of appeal setting forth in detail the grounds for the appeal and the required fee, the matter shall be placed upon the Rent Stabilization Board agenda at the earliest convenient date for determination. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.

B.

Assistant Rent Regulation Officer.

(1)

Position created. There is hereby created the position of Assistant Rent Regulation Officer in the Department of Revenue and Finance.

(2)

Qualifications. The Assistant Rent Regulation Officer shall be appointed by and under the direction of the Director of the Department of Revenue and Finance.

(3)

Duties. The duties of the Assistant Rent Regulation Officer shall be to assist the Rent Regulation Officer in any and all matters which may be required of him/her or delegated to him/her by the Rent Regulation Officer, including those duties performed by the Rent Regulation Officer.

C.

Bilingual Principal Account Clerk/Typist, English and Spanish.

(1)

Position created. There is hereby created the office or position of Bilingual Principal Account Clerk/Typist, English and Spanish, in the Department of Revenue and Finance.

(2)

Appointment and salary. The appointment of the Bilingual Principal Account Clerk/Typist, English and Spanish, shall be made by the Director of the Department of Revenue and Finance. The person so appointed shall be under the direction of the Director of the Department of Revenue and Finance. The salary for this position shall be as set forth by ordinance.

(3)

Qualifications. The qualifications of the Bilingual Principal Account Clerk/Typist, English and Spanish, shall be as follows:

(a)

Have the ability to communicate in both English and Spanish and be able to type reasonably well.

(b)

Have been a resident of the City for at least one year prior to the date of appointment.

(4)

Duties. The duties of the Bilingual Principal Account Clerk/Typist, English and Spanish, shall be:

(a)

To receive and categorize rent inquiries from tenants and landlords.

(b)

To prepare an agenda for Rent Stabilization Board meetings.

(c)

To schedule Rent Stabilization Board meetings and forward notification of the dates and times of the meetings to the appointed members of the Board and the Board's attorney.

(d)

To prepare and distribute legally required notification of the meetings, such as newspaper advertisements, and the posting on designated buildings involved in rent matters to be reviewed by the Board.

(e)

To calculate the proposed rent increases or reductions approved by the Board.

(f)

To maintain files on all registered buildings covered under the present Rent Stabilization Ordinance.

(g)

To assist tenants and landlords on the method and categories for which rent increases or reductions may be applied for and coordinate such request with the Rent Stabilization Board attorney.

(h)

To interpret the provisions of the present Rent Stabilization Ordinance with the aid and assistance of the Rent Stabilization Board attorney.

§ 334-6 **Professional services.**

A.

Retention of professional services. In the event the Rent Stabilization Board determines that a landlord or tenant's application for relief contains calculations of a complex nature, then the Board, in the interest of fairness and efficiency, may determine that the services of professional experts are required to assist the Board in evaluating and processing the application.

B.

Estimate of fee. Should the Board determine that professional assistance is required, then the Board shall forthwith send a copy of the application and supporting documents to any professional expert retained to assist the Board in evaluating and processing the application. Within five days of receipt thereof, the professional expert shall submit to the Board and to the applicant an estimate of funds necessary to undertake the professional services to be rendered.

C.

Escrow funds. The applicant shall forthwith deposit such funds in an escrow account maintained by the City. The professional expert shall submit vouchers for all reasonable and necessary fees for the professional services rendered, which fees shall be paid from the escrow account in the manner prescribed by N.J.S.A. 40A:5-16 through 40A:5-18 and the ordinances of the City of Union City. The professional expert, at the time of submission of any such voucher, shall forward a copy of same to the applicant.

D.

Appeal of fee. In the event that the applicant questions the reasonableness of any such voucher, the applicant may make written protest of such voucher to the Board. In no event shall the Board authorize the payment of any voucher submitted pursuant to this section sooner than 10 days after its submission. Any of the aforesaid moneys which are left in the escrow account upon completion of the application shall be returned to the applicant after the Board reaches its decision. Should additional funds be required after the original funds are exhausted, such funds as shall be necessary in the judgment of the Board shall be paid by the applicant to the City and placed in the escrow account.

E.

Action upon application. The Board shall take no formal action on any application unless and until all escrow funds have been deposited with the City, and any time limitations set forth in this chapter shall be extended until all such escrow funds are deposited with the City.

§ 334-7_Hearings.

A.

Opportunity to be heard. All interested persons shall be given the opportunity to be heard, with or without counsel, except that the Board, in its discretion, may limit repetitious testimony or ask that a spokesperson for the tenants be appointed.

B.

The Rent Regulation Officer shall advise the appealing party of the date of the initial hearing on an appeal of his or her determination. The appealing party shall serve notice of the hearing date to the nonappealing party by regular and certified mail, return receipt requested, at least 20 days in advance of the hearing.

C.

Oral decision by Board. In the event the Board renders its decision orally, immediately following the hearing the landlord shall notify the tenants of the Board's decision if that decision affects the rent or term of any tenancy. The notice shall be by regular and certified mail, return receipt requested. Within 30 days thereof, the landlord shall provide the Board with a copy of any notice served upon any tenant. The Rent Stabilization Board shall not be required to render its decision in writing unless requested to by the landlord within 30 days of the hearing.

D.

Reserved decision. In the event the Board reserves decision, the Board shall render a written decision within 45 days of the hearing unless the Board, in its discretion, determines that an additional hearing is necessary.

E.

Additional hearings. If an additional hearing is necessary, the Board shall so notify the landlord within 20 days of the initial hearing. A copy of the notice of hearing shall be posted

conspicuously in the lobby of the building. The landlord shall serve notice of the hearing date to the tenant, by regular and certified mail, return receipt requested, at least 20 days in advance of the hearing.

§ 334-8 Appeals.

Either the landlord or a tenant may appeal the decision of the Rent Stabilization Board. All decisions of the Board are final. Any landlord or tenant wishing to appeal the decisions of the Board may do so in the Superior Court of New Jersey pursuant to its rules and procedures. The Board, on its own motion, may reconsider any of its prior determinations, or those of the Rent Regulation Officer, upon a finding that there is new evidence not readily available at the time of the prior determination.

§ 334-9 Tenants' Advocacy Attorney.

A.

Established; appointment.

(1)

There is hereby established within the Department of Public Affairs the Office of Tenants' Advocacy Attorney. The Tenants' Advocacy Attorney shall be appointed by the governing body for the term of one year or until a successor is appointed and qualified.

(2)

The Attorney shall be a duly licensed attorney at law and shall be compensated by the Mayor and Board of Commissioners.

B.

Duties. The Tenants' Advocacy Attorney, among other duties, shall:

(1)

Provide and distribute information to tenants regarding federal, state and municipal laws affecting the rights and duties of landlords and tenants.

(2)

Distribute information specifically dealing with tenants' legal rights.

(3)

Write and publish information, pamphlets, leaflets or booklets providing information on tenant/landlord rights and duties.

(4)

Operate a hotline to provide advice to tenants.

(5)

Promote, sponsor and organize tenant's rights workshops to disseminate information between tenants and tenant groups in organizing to protect tenants' rights.

(6)

Receive and forward to appropriate agencies of the City complaints from tenants relating to the administrative action or inaction of any department.

(7)

Give free advice and assistance to apartment dwellers in their dealings with the City Rent Stabilization Board and/or before any court or administrative tribunal as may be assigned by the appropriate official of the City.

(8)

Receive rent calculations issued pursuant to tenant complaints, for review.

§ 334-10 Permitted increases.

A.

Rent control established. All units, unless otherwise specifically exempted, shall be subject to the provisions of this chapter. Any and all increases not in accordance with the provisions of this chapter shall be refunded or credited to the tenant.

B.

Annual increases for covered units.

(1)

The maximum permissible annual rent increase is either 3.0% or the amount equal to the percentage increase in the latest available consumer price index for the New York-Northern New Jersey Metropolitan Area, for the twelve month period preceding the date of the notice of the proposed rental increase, whichever amount is less.

(2)

Exception for qualified senior tenants. The maximum annual permissible rent increase for a qualified senior tenant is either 2.0% or the amount equal to the percentage increase in the latest available consumer price index for the New York-Northern New Jersey Metropolitan Area, for the twelve month period preceding the date of the notice of the proposed rental increase, whichever amount is less.

A qualified senior tenant, eligible for this exception, is one who satisfies all of the below criteria:

(a)

Sixty two years of age or older, as established in NJSA 2A:42-84.1; and

(b)

Whose annual income combined with the annual income of all other occupants of the unit does not exceed the combined annual income of an applicant and spouse to be eligible for Pharmaceutical Assistance to the Aged and Disabled "PAAD" except for a caregiver employed to provide care or services to the senior tenant.

(c)

The permissible rent increase, as set forth herein, shall be applied prospectively from the date of the determination by the Rent Control Office that the senior tenant qualifies.

(3)

A landlord may apply for a hardship increase under Subsection C of this section in the event that the maximum annual rent increase for covered units does not allow the landlord a reasonable return on his investment.

C.

Hardship increase. This subsection applies where the annual operating expenses for any one building exceed at least 75% of the total annual gross income. Operating expenses shall include all reasonable expenses necessary to carry out the proper operation and maintenance of the property, including property taxes allocated to the year. Operating expenses shall exclude mortgage amortization, mortgage interest, interest or costs of financing, attorney's, expert's or engineer's fees related to the filing of hardship or capital improvement applications, depreciation or expenditures for capital improvements. In reviewing operating expenses, the Board shall consider normal and recurring expenses and may make adjustments for extraordinarily high or low operating expenses in any given year. Annual gross income shall include all income realized in connection with the operation of the premises including rentals from all residential and commercial units, as well as fees collected for parking, rental from machines, concessions and garages or other services. As to cooperatives and condominiums, the rent charges shall be at least equivalent to the maintenance costs charged by the association. This figure becomes the new base rent and may be increased by 10% after the first year.

(1)

In considering a hardship application, the Board shall give due consideration to any and all relevant factors, including, but not limited to the following:

(a)

The level and quality of service rendered by the landlord in maintaining and operating the building.

(b)

The presence or absence of reasonable, efficient and economic management. Total management fees may not exceed 6%.

(2)

An applicant for hardship relief shall submit to the Board 10 copies of the following:

(a)

A statement for three prior twelve-month periods of gross rentals and actual expenses incurred for that time in connection with the operation of the building to be adjusted to reflect the actual period of time the applicant has owned the building if owned for less than three years.

(b)

A list of all present owners of the property.

(3)

A landlord shall not be entitled to apply for a hardship increase until (s)he has owned the property for at least 18 months.

(4)

The Board's decision shall become effective after full 30 days' statutory notice to tenants.

(5)

The Board shall promulgate rules, regulations and necessary forms to be utilized, notice to tenants of hardship applications and notice to tenants and landlords regarding hearings and general procedure. Those rules and regulations shall have the force of the law and shall be filed with the City Clerk.

(6)

With the filing of a hardship increase application, the landlord shall simultaneously deliver notice thereof to each affected tenant. At a minimum, a landlord seeking a hardship increase shall notify tenants, in writing, by regular and certified mail, return receipt requested, and provide tenants with a summary of the application and state the increase sought. Any tenant who receives such notice shall have 30 days to file any written comments with the Board regarding the application.

(7)

Within 30 days of receipt of a complete application, the Board shall notify the landlord, in writing, of the time and place for the hearing. The hearing shall be held not more than 90 days nor less than 30 days, from the date of receipt of a complete application. The landlord shall immediately, upon receipt of such notification of hearing, serve such notice upon each affected tenant. The landlord shall serve notice of the hearing date to the tenant by regular and certified mail, return receipt requested, at least 20 days in advance of the hearing. Prior to any hearing on such application, the landlord shall present the Board with proof of service of notice to affected tenant.

(8)

No hardship application shall be considered or granted by the Board for a period of time more than one year after the expiration of applicant's last tax reporting year.

(9)

The Board shall render a decision on a hardship application within 45 days of the conclusion of the hearing before the Board. Failure of the Board to render its decision within the time period, absent consent of the landlord, shall result in the application being deemed granted.

(10)

A hardship increase shall become part of the base rent.

D.

Capital improvement surcharge.

(1)

Application; notice.

(a)

A landlord may apply for a capital improvement surcharge or for a surcharge for major additional services not formerly provided to the tenants of units of housing space in the affected dwelling. The landlord shall make written application to the Board upon forms adopted by the Board for these purposes. Simultaneously with filing of a capital improvement application, the landlord shall serve notice upon each affected tenant. The landlord shall submit with its application a letter of code compliance from the Union City Building Department.

(b)

The Board shall promulgate rules, regulations, forms to be utilized and notice procedures to the tenant. At a minimum, a landlord seeking a capital improvement surcharge shall notify tenants, in writing, by certified mail and provide tenants with a summary of the application and state the increase sought.

(2)

Nature and cost of improvement. A landlord shall submit a detailed contract or proposal and proof of payment as to each improvement.

(3)

Amortization of cost. The cost for a capital improvement shall be amortized over the useful life of such capital improvement as determined by the Rent Stabilization Board and the Rent Stabilization Board's accountant.

(4)

Notice of hearing. Within 30 days from receipt of all required application forms, the Board shall notify the landlord, in writing, of the time and place of the hearing. The landlord shall immediately, upon receipt of such notification of hearing, serve notice thereof upon each affected tenant. Prior to any hearing on this application, the landlord shall present the Board with proof of service of notice of the hearing upon each affected tenant.

(5)

Time for application. No capital improvement application shall be considered or granted by the Board for work completed more than one year before the date of filing of a request for a letter of code compliance from the Building Department.

(6)

Finding of improvement; apportionment of surcharge. Upon determination that the proposed improvement is a capital improvement that the proposed service is a major additional service not formerly provided to the affected tenant or tenants, the Board may grant a surcharge based upon the cost of the capital improvement or major addition service. These costs shall include reasonable interest thereon. Any surcharge granted by the Board shall be fairly apportioned among the affected units based on the size of the units and the benefit of the improvement by each unit. If any such surcharge is granted, it shall not be considered a part of base rent and shall not be included in calculating the rent increases allowable under § 334-2.

(7)

Notice of decision. The Board shall notify the landlord, in writing, of its determination under this subsection, and the landlord shall forthwith deliver a copy of the determination by certified mail to each affected tenant, to become effective upon thirty-day notice.

(8)

Protected tenancy status.

(a)

No capital improvement surcharge shall be imposed upon any tenant who has been granted protected tenant status pursuant to N.J.S.A. 2A:18-61.22 or 2A:18-61.40.

(b)

Any capital improvement surcharge awarded within two years prior to the date of notice to the municipal administrative officer required by N.J.S.A. 2A:18-61.27 or 2A:18-40 shall immediately become null and void upon the grant of protected tenancy status. The protected tenant's rent shall be recalculated and reduced accordingly; however, no rebate of previously paid surcharge shall be granted.

(9)

Compliance with codes. Permits, as required by law, are to be secured from all agencies having control and jurisdiction for alterations, repairs, replacements, extensions and new buildings. All work done shall adhere to appropriate code standards and shall be inspected by any agency having control and jurisdiction, and their approval obtained. Copies of such permits shall accompany the capital improvement application.[2]

[2]

Editor's Note: Original Section 14-10.5, Tax Surcharges; Section 14-10.6, Sewerage Utility Pass Along Charges; and Section 14-10.7, Agreements for Additional Services, were repealed 4-5-2005.

E.

Maximum annual increase. The maximum annual increase from all sources listed under this § **334-10**, Permitted increases, shall not exceed 15% unless an efficient landlord cannot meet operation expenses or make a fair return on his/her investment. A tenant shall not receive an aggregate increase from all sources of more than 15% any twelve-month period.

F.

Compliance with housing and building codes. Any landlord seeking an increase under this section must file, with its application, a letter from the Building Department that the building and grounds are in code compliance with City building and housing codes.

G.

Applicability of Consumer Fraud Act.

(1)

In addition to the rights conferred on a tenant herein, a tenant may seek redress against a landlord for reasonable attorneys' fees and damages pursuant to the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.

(2)

The Consumer Fraud Act shall act as an enforcement mechanism to an individual tenant who may seek redress by an award of attorneys' fees for a successful suit, in the New Jersey Superior Court, against a landlord for overcharging of rent. Therefore, tenants who successfully bring an action against a landlord for overcharging of rent may be awarded attorneys' fees and damages pursuant to the Consumer Fraud Act.

§ 334-11_(Reserved) [1]

[1]

Editor's Note: Former § 344-11, Rental unit renovation allowance, as amended, was repealed 6-17-2014.

§ 334-12 Condominium Conversions

A. Designation of administrative agency.

Pursuant to Section 5 of Chapter 226 of the Laws of 1981, the Rent Control Board of the City of Union City be and it hereby is designated to act as the municipal administrative agency to perform the tasks set forth in Chapter 226 of the Laws of 1981 (N.J.S.A. 2A:18-61.26) .

B. Procedure for conversion; notice to tenants; protected tenancy.

The following procedures shall apply to any building being converted to the condominium or cooperative form of ownership:

1.

The owner of the conversion of any building shall, prior to filing of an application for registration, notify the Rent Regulation Officer of the Rent Control Board of the intention to file the application for registration and shall supply the Rent Regulation Officer with a current tenant

list and stamped envelopes addressed to each tenant, each such envelope containing copies of all required notices to be given to such tenants and all documents required pursuant to N.J.A.C. 5:24-2.9.

2.

Within 10 days of the receipt of the notice of intention, the current tenant list and the stamped, addressed envelopes and copies of all notices, the Rent Regulation Officer shall mail to each tenant the notice required by the Act and all necessary forms and, within two business days of mailing, shall submit to the owner or sponsor an affidavit that the Rent Regulation Officer has notified each tenant as aforesaid.

3.

A tenant seeking protected tenancy status shall file a completed application form with the Rent Regulation Officer within 60 days of receipt of such notice and application form.

4.

The Rent Regulation Officer shall accept all applications completed and submitted by the tenants seeking the benefits of the protected tenancy status of the Act and shall determine eligibility in accordance with the criteria of the Act. Such determinations of eligibility shall be made with respect to each application within 30 days after receipt of the completed application.

5.

An application form shall be deemed to be completed when all supplementary documentation required by the Rent Regulation Officer has been submitted. Upon request of the Rent Regulation Officer, a tenant seeking protected tenancy status shall supplement the form with such documentation as the Rent Regulation Officer shall deem necessary to make determination as to eligibility. An application shall be deemed incomplete and shall not be accepted if supplementary documentation is not provided to the Rent Regulation Officer within 10 days of request therefor.

6.

Any tenant qualifying for protected status shall be promptly notified of eligibility by the Rent Regulation Officer. Any tenant who does not qualify for protected status shall be likewise notified of the determination, and the reasons for ineligibility shall be set forth in such notice. Notices of determination as to eligibility and ineligibility as to each tenant who has applied shall be provided to the owner or sponsor of the plan or conversion.

C. Standards for annual conversions

1.

All condominium conversion applications must be submitted to the Union City Planning Board and/or the Redevelopment Agency for final approval. The converter/applicant has the burden of proving that the proposed conversion does not conflict with Union City's Constitutional obligation to provide affordable housing. Specifically, the converter must show that the proposed conversion will not negatively impact the city's affordable housing obligations.

2.

The Converter shall provide for a 20% set aside, of the units being converted, for low and moderate income households. The units will meet the requirements established in accordance with the City's Housing Plan.

D. Fees.

Pursuant to Section 16 of Chapter 226 of the Laws of 1981, the Rent Control Board is authorized to levy and collect the following fees which shall be paid by the owner applying for conversion at the time the application is filed with the Rent Control Board:

1.

The owner shall submit a fee of \$200.00 per dwelling unit with his or her notice of intention and submission of tenant lists under this chapter in the form of a check or money order made payable to the City of Union City.

2.

The owner shall submit a fee of \$100 administrative hearing fee, per unit, upon submission of application for an appeal. In the event of an appeal by a tenant, a hearing fee of \$100 shall be submitted by the tenant. The fee shall be waived, upon a showing by the tenant that he or she is on public assistance.

3.

The application fee set forth in Subsection 1 above shall be based upon each unit listed for conversion in the application. In the event that one building or structure as listed on the tax rolls is converted in stages, the building shall be considered as a single building for determining the fee without consideration of the number of units listed in the application for conversion.

E. Designation of administrative officer.

The Rent Regulation Officer is hereby designated as the administrative officer who shall assume the duties under this chapter and shall collect the fees prescribed herein.

F. Appeals.

The determination of the Rent Regulation Officer may be appealed to the Rent Control Board by any aggrieved person through an administrative hearing:

1.

Application for an administrative hearing shall be made to the Rent Regulation Officer within 10 days of receipt by the aggrieved person of notice of determination. Said application shall have attached thereto the administrative hearing fee of \$40.

2.

The administrative hearing shall be held within 30 days of application therefor, except in extenuating circumstances, at the discretion of the Rent Regulation Officer.

3.

Notice of hearing shall be given to all known parties in interest who may testify, present evidence and examine adverse witnesses and evidence.

4.

The hearing shall be before the Rent Control Board.

5.

Within 10 days of the close of the hearing by the Rent Control Board, it shall issue a final written decision and state the reasons therefor. Pursuant to N.J.A.C. 5:24-2.7(g), appeal from such final decision shall be to the courts.

G. Tenant Protection Act of 1992.

The owner of the conversion of any building shall submit proof of compliance with the requirements of N.J.S.A. 2A:18-40 et seq.

H. Statutory authority.

This chapter shall be subject to the provisions of Chapter 226 of the Laws of 1981, N.J.A.C. 5:24-2.1 et seq. and forthcoming rules and regulations of the Department of Community Affairs promulgated to implement the provisions of this Act are specifically incorporated by reference into this chapter.

§ 334-13 Anti-harassment provisions.

A.

Harassment; reduction of services prohibited. Any tenants desiring to remain in their units may do so without provocation or retaliation from landlords. For the purposes of this section, harassment of tenants shall mean conduct, whether direct or indirect, committed intentionally or negligently by a landlord, or anyone acting on his/her behalf. These actions include, but are not limited to:

(1)

A reduction in the quality of basic services necessary to the health safety and welfare of the tenants.

(2)

Heat, hot water.

(3)

Adequate security.

(4)

Intermittent failures.

(5)

Bothersome telephone calls or letters.

(6)

Frivolous eviction threats or legal proceedings.

(7)

Actions which would cause a reasonable person of like age and physical condition of a tenant to fear for his/her life, limb, property or home.

(8)

Questions or statements pertaining to a tenant's country of origin or immigration status, issued with the intent to intimidate the tenant.

(9)

Discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular

or blood trait, genetic information, liability for military service and mental or physical disability, perceived disability and AIDS or HIV status.

B.

Investigation/prosecution of harassment complaints. The Rent Regulation Officer is hereby authorized to investigate and/or prosecute complaints involving harassment filed by either tenants or landlords. Penalties for violation of this section shall be in accordance with §334-21. This provision will not prevent a party from filing an action pursuant to the Fair Housing Act or other federal or state provision.

§ 334-14_Certificates of continuing occupancy.

A.

Required. No person shall occupy or use any residential unit after such unit has been vacated or sold or where there has been a change in occupancy until the landlord has applied for and secured a certificate of continuing occupancy. Upon receipt by the enforcement officer of an application for a certificate of continuing occupancy and payment of the required fee, an inspection of the premises shall take place. The inspection shall ensure compliance with all applicable building, health, safety, property maintenance and fire codes, regulations, ordinances and statutes of the City of Union City. In the event the owner wishes to occupy a unit, or the owner has entered a contract for sale of the property with a prospective purchaser who wants to occupy the unit, the owner must apply for the certificate of continuing occupancy prior to filing an action for eviction pursuant to NJSA 2A:18-61.1(L). As part of the application for the certificate of continuing occupancy, in the case where the prospective purchaser desires to occupy the premises, the owner must provide the contract of sale which contains the language that the purchaser wishes to personally occupy the unit.

B.

Failure to obtain certificate. A landlord who fails to obtain a certificate of continuing occupancy shall be subject to any one or a combination of the penalties listed in § **334-21**. Any fines shall be payable to the City of Union City.

C.

Prior to sale and as a condition to obtaining a certificate of continuing occupancy, a purchaser of a property, subject to this ordinance, shall be required to obtain a rent calculation from the Rent Control Office. The rent calculation shall be provided to the tenants upon purchase by the new landlord. In the event the rent calculation establishes that the rents being charged to the tenants, by the seller, are in breach of this ordinance, the new landlord shall reduce the rents, accordingly.

D.

A tenant who learns of an overcharge in rent, as set forth herein, may pursue an action for rebate against the prior landlord(s) and/or current landlord.

§ 334-15_Maintenance of services.

A.

Continuation of services. During the term of this chapter, the landlord shall maintain the same standards of service, maintenance, furniture, furnishings and equipment in the housing space and dwelling as required under the lease or otherwise mandated by law.

B.

Decline in services. When services, care or maintenance, or when the standards of service, maintenance, furniture, furnishings and equipment in the housing space or dwelling are not substantially maintained as specified above, any tenant, or group of tenants, may apply to the Board for a decrease in rent. A copy of such application shall be served upon the landlord setting forth, in detail, the reasons for the application.

(1)

At the time of any application made pursuant to this section, the tenant or group of tenants on behalf of a tenant in the subject premises may request an inspection from the local health department, housing or property maintenance department, which department shall undertake the inspection, submit a report and be available to testify before the Board at a hearing on the application.

(2)

Any rent reduction, if granted by the Board, shall remain in effect until the landlord proves to the Board that the deficiency has been corrected.

(3)

The Board shall adopt guidelines for rent reductions under this section and shall consider the type of deficiency, the cause of deficiency, steps taken to alleviate the deficiency and the severity of the deficiency.

C.

Applicability to parking spaces. The provisions of this section shall also apply to any on-site parking or garage space occupied by the tenant in conjunction with rental and occupancy of housing space. If it is determined, after a hearing of the Board, as described in § **334-15**, that the parking was a previously provided service, then the rent shall be decreased by 25% of the current monthly rent.

[Amended 1-6-2015]

D.

Hearing notice procedure. Upon receipt of the application by the Rent Regulation Officer, the Rent Regulation Officer shall schedule a hearing on the application and shall notify both landlord and tenant of the date, time and place of the hearing.

E.

Maintenance of services. During a tenant's occupancy of a unit in which the landlord provides utilities to the units of the building, the landlord will be prohibited from constructing a separate apartment unit meter and/or billing for any utility service previously provided by the landlord as part of the services to the units of the building, including but not limited to heat, hot water, water and sewerage.

F.

Utility conversion in vacant unit(s). In the event a unit or building is vacant and the landlord desires to convert a central utility system to an individual utility system, the landlord must file an application before the Board seeking approval for the conversion. In the event the new tenant is responsible for the monthly utility costs, the base rent for the unit will be reduced by 20% upon re-occupancy by a new tenant.

(1)

Should a landlord fail to file an application for conversion, it shall be a breach of this ordinance.

G.

Violation and penalties. A first violation of § 334-15E of this chapter shall be punishable by a fine of not more than \$2,000 for each unit in violation. Subsequent violations shall be punishable by a fine of not less than \$2,000 for each unit. Each day during which an owner is in violation of § 334-15E of this chapter shall constitute a separate violation.

§ 334-16 **Registration requirement.**

A.

Registration information; fee.

(1)

All landlords of units governed by this chapter must file a registration statement with the Board in a manner and at a time prescribed by the Board. Any such statement shall include at least the following:

(a)

The name and phone number of each tenant and the apartment number.

(b)

The number of rooms for each apartment.

(c)

The current rent for each apartment.

(d)

The amount of the last increase for each apartment unit.

(e)

The date of the last increase for each apartment unit.

(f)

If applicable, the services provided to the building and the telephone number.

(g)

If applicable, the superintendent's name, address and telephone number.

(2)

This annual registration statement shall be filed with the Rent Regulation Officer once every 12 months on the anniversary date that the landlord may file for a permitted increase pursuant to § 334-10B. In addition to the Rental Statement, the landlord shall provide to each tenant, prior to the creation of a new tenancy, a written statement containing all of the information required to be filed with the Rent Regulation Officer, pertaining to that tenant. The landlord shall provide to the Rent Control Office a statement, upon a form to be supplied by the Rent Control Office, affirming that the landlord has provided the information required herein to the tenant. The landlord shall post information necessary for the health, safety and welfare of the tenant in accordance with forms established by the Rent Control Office. This information shall be posted at all times in the lobby, hallway or other conspicuous place within the building. In the event there is a change in the information set forth in the registration statement, the landlord shall provide an amended written statement within 30 days. The Board shall establish a schedule of fees for the filing of said registration statement. The landlord shall affirm that the information set forth in the registration statement is true and accurate. Failure to register or the filing of false registrations shall be punishable pursuant to § 334-21 of this chapter, and the perjury laws of the State of New Jersey.

(3)

A landlord who shall fail to file the required annual rent registration statement shall not be entitled to file any application for a permitted increase under § **334-10** of this chapter. In addition, in the event a landlord or a prior property owner for the same property has not filed an annual registration statement the Rent Regulation Officer in determining a legal rent calculation and the Board upon any review of that determination shall disallow any increase related to a rise in the consumer price index pursuant to § **334-10B** for that year that the landlord or prior landlord failed to file a rent registration statement.

(4)

This section shall be applied to any rent calculation made by the Rent Regulation Officer or the Rent Stabilization Board to any determination that comes before it subsequent to the adoption of this section. In addition, the Officer and the Board shall also have the authority to disallow a rent increase a landlord is otherwise entitled to under this chapter for any year that a landlord has failed to file a rent registration statement prior to the effective date of the adoption of this section.

(5)

When a rental unit has previously been registered, but becomes vacant or the personal residence of the landlord, such property shall continue to be considered a rental dwelling unit under the provisions of this ordinance and shall also be registered consistent with the provisions of this section.

(6)

The rent for a new rental unit, within a building subject to the provisions of this chapter, which unit is created by way of a variance before the Zoning Board of Adjustment, merger of two (2) or more units or by other means, shall have a new rent equal to the average of the calculated rents within the building. Upon creation of, and prior to renting the unit, the landlord shall apply for a rent calculation from the Rent Control Office to determine the new rent and further comply with the provisions of this ordinance.

B.

Public document. For the purpose of disclosure, the registration statement shall be considered a public document which shall be made available for inspection pursuant to reasonable regulations established by the City Clerk.

§ 334-17_ Compliance with housing and building codes.

A.

Compliance required prior to granting increase.

(1)

Any landlord who seeks a hardship or major capital improvement increase under § **334-10** shall file with an application a certification from the office of the Building Department to the effect that the building and grounds are in substantial compliance with City building and housing codes, which certification shall be based on an application made by the landlord to the Building Department not more than one month before the filing of his/her application with the Board. No such increase may be granted until such certification had been filed and, if a tenant contests the accuracy of such certification, until the Board has determined that there is substantial compliance.

(2)

The Board shall deny the application until there has been such compliance.

B.

Assistance of Board in obtaining certificate of code compliance. Whenever a party who is seeking a certificate regarding code compliance from the office of the Building Department notifies the Board that the party seeks the assistance of the Board in expediting that Department's inspection, then the Board shall utilize its best efforts to have the office of the Building Department expedite such inspection. Nothing contained in this section shall prevent the Rent Stabilization Board from considering testimony by the landlord and tenants as to the condition of the property.

C. Tenant's right to return to premises rehabilitated after a fire.

(1) Repair of fire-damaged building. Whenever any building or buildings which contain residential units leased to tenants shall be injured or damaged by fire, the landlord shall repair same as speedily as possible.

(a) Upon notification of the fire, the landlord shall forthwith advise the insurance company providing insurance coverage to the property, of the fire. The landlord shall advise the construction official that the insurance company has been put on notice concerning the fire and shall copy the construction official with all correspondence pertaining to the claim for coverage;

(b) The landlord shall take all steps determined by the building department to protect the property;

(c) Upon receipt of the insurance proceeds, the landlord shall forthwith apply to the building department for the permits necessary to repair the property;

(1) The landlord shall have six (6) months from the date of receipt of the insurance proceeds to complete repair of the building. The landlord may request, from the construction official, an extension of time to complete repairs; providing, in detail, the basis for the request. In the event the landlord has not completed the repair of the building within the time frame set forth herein, the landlord shall pay to the tenant relocation costs, in the amount of six (6) months rent.

(d) The Rent Stabilization Board shall promulgate rules and regulations, as provided in Section 334-4 E, to further effectuate the intent of this ordinance.

(2) Tenant's right to return. In the event, as the result of injury or damage to the residential leased premises as a result of fire, a tenant is displaced, the tenant who is displaced shall have the right to return to his/her unit as soon as the building is in complete repair and has been approved for occupancy by the Construction Code Official of the City pursuant to the usual procedures for occupancy under applicable law.

(a) Upon receipt of the aforementioned approval, the landlord shall contact the tenants and advise that the tenant's unit is available for occupancy;

(3) Rent.

(a) During the period of time that the tenant is displaced from the building, the tenant shall have no obligation to pay rent for his/her unit.

(b) In the event that the residential building is subject to rent stabilization, the tenant shall return to his/her unit upon its complete repair at the legal rent existing at the time of his/her vacation of the unit.

(4) Exception. The above provisions, which must be liberally construed in favor of tenants, shall not apply to any tenant whose fault caused the fire which resulted in the displacement of tenants.

(5) Violations and penalties.

(a) Any person found guilty of violating any part of this subsection shall be subject to a penalty existing of a fine not exceeding \$1,000 or imprisonment not exceeding 90 days, or both, subject to the discretion of a court of competent jurisdiction.

(b) In the event of any continuing violation, which shall include each day a landlord delays repair of the premises beyond the time required by this ordinance, or as extended by the construction official, or prevents a former tenant from reoccupying the premises after those premises have been repaired and are ready for occupancy, each day shall constitute a separate offense for the purposes of the imposition of a fine and/or imprisonment.

D.

Tenant's right to return to premises after abatement of UCC and Building Code violations.

(1)

Abatement of UCC and Building Code violations. Whenever any building or buildings which contain residential units leased to tenants shall require the completion of work in order to abate UCC and/or Building Code violations, the landlord shall repair same as speedily as possible.

(2)

Tenant's right to return. In the event, as the result of the need to abate UCC and/or Building Code violations, a tenant is displaced, the tenant who is displaced shall have the right to return to his/her unit as soon as the building is in complete repair and has been approved for occupancy by the Construction Code Official of the City pursuant to the usual procedures for occupancy under applicable law.

(3)

Rent. During the period of time that the tenant is displaced from the building pursuant to this subsection, the provisions of § 334-17C(3)(a) and (b) herein shall apply.

(4)

Exception. The above provisions, which must be liberally construed in favor of tenants, shall not apply to any tenant whose fault caused the need for the completion of work to abate UCC and/or Building Code violations which resulted in the displacement of tenants.

(5)

Violations and penalties. The provisions of § 334-17C(5)(a) and (b) herein shall apply to violations of this subsection.

(6)

When a lawful occupant(s) is required to vacate a rental unit due to any code enforcement action, including but not limited to enforcement of the City's property maintenance code, fire prevention code, construction code, health code and zoning code, there shall be a prohibition of any annual rent increase, hardship increase or capital improvement increase, by the landlord of the rental unit found to be in violation for a period of two years commencing at the next lease renewal or re-rental following the Board's finding. A unit with a month-to-month tenancy shall be prohibited from adding an annual rent increase, hardship increase or capital improvement increase, by the landlord of the rental unit found to be in violation for a period of twenty-four (24) months from the date of the last month found to be in violation.

§ 334-18 Fees.

There is hereby established a schedule of fees for applications to the Rent Stabilization Board, which fees shall be as set forth in Chapter 155, Fees, and payable to the City of Union City.

§ 334-19 Alternate service of notice.

Personal service or service by certified mail that is either refused or uncalled for may be remailed by ordinary mail and shall be effective as though personal service or notice by certified mail had been accepted.

§ 334-20 Anti-warehousing rules and regulations.

A.

Obligation to register vacant apartments.

(1)

Owners of multifamily structures of four or more units shall report any vacancy or unrented apartment to the Rent Stabilization Board office if the vacancy or non-rental continues for 90 continuous days.

(2)

Owners shall report the rental of the unit to the Rent Stabilization Board office within 90 days of the date of the new rental. The rental report shall include a copy of the inspection approval certificate issued by the Union City Community Development Office, address of building, date of rental, rent charged, name of new tenant, date of move-in by the new tenant.

B.

Exempt structure or structure or units. The following are exempt from the provisions of this chapter:

(1)

Units in owner-occupied structures where there are three units or fewer and one of the units is owner-occupied.

(2)

Units in newly constructed buildings which have complied with N.J.S.A. 2A:42-84.2.

(3)

Units in hotels or motels that have been duly licensed by the City and the State of New Jersey.

C.

Requirements. All such units shall be rented and occupied by a tenant within 90 days after the end of the preceding tenancy, which shall be defined as the last day of occupancy by the

preceding tenant(s), except where an extension has been granted by the Rent Stabilization Board under the provisions of § **334-20D(4)** below, in which event the unit shall be rented and occupied within the time period specified in the extension. Failure to comply with the requirements of this Subsection **C** shall be considered a violation of this section and subject the owner to the penalties set forth herein.

D.

Extension of time period.

(1)

An owner may apply for an extension of the time period set forth in § **334-20C** where the condition of the structure or unit or other special circumstances make rental within such time period impossible. In order to obtain an extension, the owner must submit an application in writing to the Rent Stabilization Board within 90 days or less from the date the preceding tenancy ended, setting forth with specificity:

(a)

The reasons that the structure or unit cannot be rented within such time period;

(b)

The steps the owner shall take to remedy the conditions that make it impossible to rent the structure or unit; and

(c)

The date by which the structure or unit shall be rented and occupied.

(2)

The owner shall provide the Rent Stabilization Board with all documentation necessary to support the application, including but not limited to code violation reports, engineering or inspection reports, copies of advertisements, etc.

(3)

Any extension granted by the Rent Stabilization Board shall specify the date by which the structure or unit must be rented and occupied. Additional extensions may be sought by the owner, but the total extension permitted in the aggregate shall not extend beyond six months from the date the previous tenancy ended.

(4)

The following circumstances shall constitute grounds for the granting of an extension pursuant to this § **334-20D** by the Rent Stabilization Board:

(a)

An owner wishes to reserve a vacant unit for a family member. The owner shall provide in the time extension application full documentation including the name of the future tenant, the family relationship and the date of occupancy.

(b)

An owner desires to maintain a unit vacant in order to improve the conditions of said structure or unit. The owner shall provide full documentation in the application, including up-to-date building and housing inspection reports, improvement plans, all related required permits and the date by which the structure or unit shall be rented and occupied.

(c)

An owner maintains a vacant structure or unit in order to correct code violations in said structure or unit. The owner shall provide in the application full documentation such as code violation reports, correction plans, permits and the date by which the structure or unit shall be rented and occupied.

(5)

Extension of the time period provided in Subsection **C** above beyond the maximum time prescribed by § **334-20D** shall be only granted upon a clear and convincing showing by the owner that a good faith effort has been made to rent the structure or unit at the legal rent, and that no tenant can be found. In this circumstance, the maximum extension granted beyond the maximum time provided in this Subsection **D** shall be 60 days, renewable upon a new showing by the owner.

E.

City to inspect vacant structure or units and buildings.

(1)

If a structure or unit is not rented within 90 days, or filed for an extension, the recording agency will notify the Building Department, Health Department, Fire Official and Northwest Regional Fire and Rescue, which currently provides fire related services to Union City. The above departments shall send inspectors to the building to inspect the entire building and the unrented structure or unit in particular to assure compliance with all applicable codes. If violations are found or if a dangerous or unsafe condition exists, proper measures are to be taken.

(2)

The above departments will continue to inspect both the building and the individual unrented structure or unit on a regular basis. The building and unrented structure or unit shall be inspected at least once every 10 business days until the structure or unit is rented and occupied.

F.

Violations and penalties. A first violation of § **334-20A** of this chapter or the conditions upon which a waiver has been granted by the Rent Stabilization Board shall be punishable by a fine of not more than \$500 for each unit in violation. Subsequent violations shall be punishable by a fine of not less than \$100 nor more than \$500. Each day during which an owner is in violation of Subsection **A** of this section or the conditions upon which a waiver has been granted shall constitute a separate violation.

G.

Vacancies upon effective date. 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 § **334-20A** of this chapter within 15 days of the effective date of this chapter.

§ 334-21_Violation and penalties.

A.

A violation of any of the provisions of this chapter, including, but not limited to, the filing with the Rent Stabilization Board or Regulation Officer of any material or statement of facts, shall be punishable by a fine not exceeding \$1,000 or by imprisonment not exceeding 90 days, or both. A violation affecting more than one leasehold or tenancy shall be considered a separate violation as to each leasehold or tenancy.

B.

In addition to the penalties set forth in this ordinance, a finding by the Board that a landlord has charged a rent to a tenant that exceeds the maximum allowable rent permitted to be charged by this ordinance shall result in the prohibition of any annual rent increase, hardship increase or capital improvement increase, by the landlord of the rental unit found to be in violation for a period of two years commencing at the next lease renewal or re-rental following the Board's

finding. A unit with a month-to-month tenancy shall be prohibited from adding an annual rent increase, hardship increase or capital improvement increase, by the landlord of the rental unit found to be in violation for a period of twenty-four (24) months from the date of the last month found to be in violation.

§ 334-21 Construal of provisions.

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

SECTION TWO:

Severability. If any term or provision of this Ordinance is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, in whole or in part, such determination shall not affect the validity of the remaining terms and provisions of this Ordinance.

SECTION THREE:

Repealer. To the extent that any provision of the Code of the City of Union City is found to conflict with this Ordinance, in whole or in part, this Ordinance shall control.

SECTION FOUR:

In order to avoid accidental repeal of existing provisions, the City Clerk and the Corporation Counsel are hereby authorized to change any chapter numbers, article numbers and/or section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing Code.

SECTION FIVE:

This Ordinance shall take effect upon passage and publication as required by law.

Commissioners	Yea	Nay	Abstain/Present	Absent
Lucio P. Fernandez	x			
Wendy Grullon	x			
Celin J. Valdivia	x			
Maryury A. Martinetti	x			
Mayor Brian P. Stack	x			

Effective – December 5, 2019

I HEREBY CERTIFY this to be a true and correct Ordinance of the City of Union City Board of Commissioners, introduced on October 22, 2019 and was further considered after a Public Hearing and adopted on November 6, 2019.

INTRODUCED: October 22, 2019

ADOPTED: November 6, 2019

ATTEST:

A handwritten signature in black ink, appearing to read 'EMK', is written over a horizontal line. The signature is stylized and cursive.

Erin M. Knoedler
City Clerk