

O-23-31
7/19/23

Editor's Note: The power to control rent is part of the general police power contained in N.J.S.A. 40:48-1.2.

**AN ORDINANCE OF THE CITY OF BAYONNE, COUNTY OF HUDSON,
AMENDING CHAPTER 16, RENT CONTROL, OF THE MUNICIPAL CODE
OF THE CITY OF BAYONNE**

BE IT ORDAINED by the Municipal Council of the City of Bayonne, in Hudson County, New Jersey, as follows:

Section I. Chapter 16 of the Municipal Code of the City of Bayonne entitled “**Rent Control**” is hereby amended by the removal in its entirety of the current ordinance and the replacement of Chapter 16 “**Rent Control**” with the following:

CHAPTER 16 RENT CONTROL

**§ 16-1. EFFECTIVE DATE; PURPOSE; CONSTRUAL OF PROVISIONS;
DEFINITIONS**

§ 16-1.1. Effective Date.

Whereas, in 1973, the City of Bayonne passed Ordinance No. O-73-06, an ordinance that restricted the amount of rent landlords could charge for the use and occupancy of a rental unit in their residential dwelling, subject to a few exceptions. This type of rent restriction is known as rent control; and

Whereas, Ordinance No. O-73-06 was extended each year by the adoption of a new ordinance. The most recent ordinance that extended rent control for rental units in most residential dwellings was Ordinance No. O-11-11, which ended on June 30, 2011. Thereafter, the City of Bayonne did not pass a new ordinance to extend Ordinance No. O-73-06, the effect of which, lifted rent control for residential units that were vacant on June 30, 2011. However, the rental units that housed residential tenants as of June 30, 2011 remained subject to rent control by virtue of their occupancy; and

Whereas, on November 9, 2011, the City of Bayonne passed Ordinance No. O-11-33, which established protections for residential tenants still occupying a rental unit subject to rent control; and

Whereas, the City of Bayonne has found that there is a need to provide additional, clearer, and revised protections for residential tenants who have been continuously residing in rental units subject to rent control since June 30, 2011 than that was afforded to them by Ordinance No. O-11-33;

Now, therefore, be it Ordained, by the Municipal Council of the City of Bayonne that Ordinance No. O-11-33, and every ordinance amending it thereafter, is hereby repealed and replaced with this Ordinance, No. O-23-_, effective as of July 19, 2023. Any and all amendments and supplements of this Ordinance shall be in full force and effect immediately after passage and this Chapter may be further amended from time to time by the Municipal Council in a manner provided by law.

§ 16-1.2. Declaration of Purpose.

The purpose of this Chapter is to establish a method to continue the protection for those residential who are legally occupying a rental unit subject to rent control at the time of the passage of this Chapter as of the date of its passage. It is common knowledge that in the State of New Jersey the interests of tenants are protected by State Law, N.J.S.A. 2A:18-53 or Anti-Eviction Act, N.J.S.A. 2A:18-61.1 et seq. from evictions without just cause and directly on point for unreasonable rent increases, N.J.S.A. 2A:18-61.1f.

§ 16-1.3. Construal of Provisions.

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

§ 16-1.4. Definitions.

As used hereinafter in this Chapter:

Annual Operating Expenses – Shall mean yearly expenses incurred by the landlord of the Dwelling for the following items: heating fuel; utilities; real estate taxes; insurance; payroll; janitorial services and materials; painting and decorating; ordinary and routine repairs and maintenance; and miscellaneous administrative expenses. Annual Operating Expenses for purposes of this Chapter shall not include: depreciation; mortgage interest and amortization; the cost of Major Capital Improvements or Individual Rental Unit Improvements; or expenses derived from any commercial or non-housing portions of the Dwelling. Where an Annual Operating Expense benefitted both a residential tenant(s) and commercial user(s), such Annual Operating Expense shall be apportioned accordingly between residential and commercial tenants to determine the amount of Annual Operating Expense attributable to residential use of a Dwelling for purposes of calculating allowable Hardship Surcharge under this Chapter.

Base Rent – Shall mean the monetary amount approved by the Board and properly noticed according to Section 16-4, which the Rent-Controlled Tenant is required to pay to the landlord for the use and enjoyment of their Covered Rental Unit and any Core Services, but not for the use and enjoyment of any Supplemental Services, for the Rent-Controlled Tenant’s applicable rental term. Base Rent shall include subsequent Rent Increases as they become authorized pursuant to Section 16-4. Base Rent shall not include any of the Surcharges authorized pursuant to Section 16-5.

Board – Shall mean any rent control board, rent equity board, or other agency or official authorized to administer and decide matters regarding this Rent Control Chapter.

Consumer Price Index (CPI) – Shall mean the Consumer Price Index for All Urban Consumers, specifically for the “all items index, not seasonally adjusted” for the region of the United States of which Bayonne, New Jersey, is a part, published periodically by the Bureau of Labor Statistics, United States Department of Labor.

Consumer Price Index Percentage (CPI Percentage) – Shall mean the 12-month percent change of the Consumer Price Index.

Core Services – Shall mean Services for which no separate or identifiable periodic surcharge is paid by the Rent-Controlled Tenant and which are provided by a landlord to the Rent-Controlled Tenant either: (1) to use within their Covered Rental Unit or (2) to use outside of their Covered Rental Unit in the common areas of the Dwelling and its surrounding land, use of which is available to all tenants in the Dwelling.

Covered Rental Unit – Shall mean any Rental Unit: (1) designated as one that was subject to rent control pursuant to Ordinance No. O-73-06 and its progeny ordinances, and (2) which, as of January XX, 2023, continues to house a tenant who has not vacated the Rental Unit or been legally evicted from the Rental Unit since June 30, 2011.

- Exempt from this Chapter are the following, which shall be defined as “Exempt Rental Units” for the purposes of this Chapter:
 - Rental Units occupied by persons whose rents are subsidized in whole in part by federal or state law or regulations, including, but not limited to:
 - Section 8 of the U.S. Housing Act of 1937
 - Section 202 of the Housing Act of 1959 (12 U.S.C. 1701q), as amended;
 - Section 811 of the National Affordable Housing Act of 1990 (P.L. 101-625) as amended by the Housing and Community Development Act of 1992 (P.L. 102-550), the Rescission Act (P.L. 104-19) the American Homeownership and Opportunity Act of 2000 (P.L. 106-569), and the Frank Melville Supportive Housing Act of 2010 (P.L. 111-374).
 - Rental Units permanently decontrolled pursuant to Section 16-9 of this Chapter.

Decision – Shall mean any formal action taken by the Board or the Rent Control Office to resolve a matter that was brought to it.

Dwelling – Shall mean any building, structure, trailer, land used as a trailer park rented, or land offered for rent to one or more tenants or family units.

- Exempt from this Chapter are the following, which shall be defined as “Exempt Dwellings” for the purposes of this Chapter:
 - Dwellings containing four or less Rental Units.
 - Motels.

- Hotels.
- Commercial and industrial space.
- Dwellings owned or operated by the United States, the State of New Jersey, any political subdivision, agency, or instrumentality thereof, any municipality or any public housing authority.
- Dwellings that are subject to Federal preemption by the United States Department of Housing and Urban Development pursuant to Federal law or regulation including, but not limited to 24 CFR 246 and 24 CFR 406, or are subject to state preemption pursuant to New Jersey State law or regulation.
- Newly constructed Dwellings rented for the first time which have been approved by the Building Department of the City of Bayonne for a Certificate of Occupancy after November 1, 2011. The landlord of such newly constructed Dwellings may charge rent not subject to the rental constraints of this chapter.

Gross Annual Income – Shall mean the money derived from the Dwelling, including, but not limited to, funds resulting from usage of garages or washing machines, and any other funds collected as a result of extra surcharges imposed by the landlord. Gross Annual Income shall not include income derived from any commercial or non-housing portions of the Dwelling.

Individual Rental Unit Improvement (“IRUI”) – Shall mean any renovation, preservation, replacement, or improvement work which substantially adds to the value, or life, of a single Covered Rental Unit, but does not include ordinary or routine repairs, or maintenance, done to the Covered Rental Unit. Individual Rental Unit Improvements shall include, but are not limited to, things in the nature of replacing major appliances like a stove or a refrigerator, replacing or installing fixtures, and installing cabinetry.

Legal Eviction – Shall mean a landlord’s recovered possession of a Rental Unit from a Court of law under one of the causes enumerated in State law pursuant to N.J.S.A. 2A:18-53 or N.J.S.A. 2A:18-61.1 et seq.

Major Capital Improvement (“MCI”) – Shall mean any renovation, preservation, replacement, or improvement work which substantially adds to the value, or life, of the entire Dwelling or Covered Rental Units, but does not include ordinary or routine repairs, or maintenance. The work must benefit more than one Covered Rental Unit, not just a single Covered Rental Unit. Major Capital Improvements shall include, but are not limited to, things in the nature of installing or replacing a roof, boilers, HVAC systems or units, plumbing, electrical wiring, security systems, community laundry facilities, community recreation rooms or areas, or pools.

Opinion – Shall mean the Board’s written statement explaining a Resolution of the Board.

Rent-Controlled Tenant – Shall mean a tenant legally occupying a Covered Rental Unit.

Rental Unit – Shall mean: (1) the square feet of a Dwelling rented or offered for rent for residential purposes to one or more tenants or family unit, (2) fixtures contained within the designated square feet of the Dwelling, and (3) furnishings provided by the landlord for use within the designated square feet of the Dwelling.

Resolution – Shall mean a written document issued by the Board which decides a matter that was put before the Board.

Rooms – Shall mean bedrooms, living rooms, kitchens, and dining rooms. Any other area in a Covered Rental Unit is not considered a room for the purposes of this Chapter.

Services – Shall include, without limitation: repairs; decorating and maintenance; provision of light, heat, air conditioning, hot water, cold water, telephone, and elevator service; privileges for use of common kitchen, bath, or laundry facilities; privileges for use of common halls, corridors, stairs, rooms, yards, or other common areas; maid, linen, janitorial, garbage, or recycling services; privileges for the use of common parking facilities; and any other benefit, privilege, or shared use of facilities or fixtures granted to or permitted to be enjoyed by the tenant in connection with the tenant’s use or occupancy of their Rental Unit.

Supplemental Services – Shall mean any Services for which the landlord and Rent-Controlled Tenant have agreed the Rent-Controlled Tenant will pay for a separate or specifically identifiable Surcharge.

Surcharge – Shall mean an additional charge, fee, or payment paid by a Rent-Controlled Tenant for something.

Total Approved Rent – Shall include Base Rent and all Surcharges authorized by this Chapter.

§ 16-2. RENT CONTROL

All rents for Covered Rental Units are hereby controlled at the Base Rent in effect for such Covered Rental Units at the time of adoption of this Chapter, and no rent increases or surcharges shall be hereinafter demanded or paid except as authorized by this Chapter.

All previously approved rent increases and surcharges in effect at the time of adoption of this Chapter shall remain in effect and subject to the provisions of this Chapter as if the existing rent increase or surcharge had been approved and effective under this current Chapter.

§ 16-3. RENT CONTROL BOARD AND RENT CONTROL OFFICE

§ 16-3.1. Board.

- a. Composition of the Board. There is hereby created a Rent Control Board (“Board”) to administer this Chapter. The Board shall consist of seven Board Members: five core members and two alternate members.
- b. Appointment. Each Board Member shall be appointed by the Mayor with the consent of the Municipal Council.
- c. Oath. An appointed Board Member shall take the following oath: “I do solemnly swear

(or affirm) that I am duly qualified, according to the constitution of this state, to exercise the duties of a Member of the Rent Control Board to which I have been appointed; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will, to the best of my ability, faithfully discharge the duties of Board Member. So help me God.”

- d. Term of Office. Board Members shall serve for a term of three (3) years, and until their successors are appointed and qualified.
- e. Vacancy on Board. If a permanent vacancy should occur among the core members of the Board, then the Mayor, with consent of the Municipal Council, may appoint either of the alternate members or a new member to fill the unexpired term of the core member.
- f. Compensation. Board Members shall serve without compensation.
- g. Reimbursement for Reasonable Educational Expenses. Board Members shall be allowed reimbursement of reasonable expenses incurred to attend educational programs to maintain or obtain knowledge required to serve as an effective Board Member, which shall include, but is not limited to, attending conferences, lectures, or seminars on the topic of rent control. In order to qualify for reimbursement, Board Members must obtain prior approval from the Mayor and Council to attend the educational program, which approval shall indicate the Board Members permitted to attend, the particular educational program that will be reimbursed, and the amount up to which each Board Member will be reimbursed.

§ 16-3.2. Board Leadership.

- a. Chairperson of the Board. At the first Board meeting of the calendar year, the Board, by a majority vote of Core Members, shall elect from their number a Chairperson of the Board who shall preside at all of its meetings. The Chairperson of the Board shall hold office for one (1) year and until the first Board meeting of the subsequent calendar year. The Chairperson of the Board shall have the right to debate and vote on all questions before the Board. If the Board, at its first meeting of the calendar year, fails to elect a Chairperson of the Board, the Mayor shall appoint a Chairperson of the Board, and in that case, no confirmation by the Board shall be necessary. A Chairperson may be removed from their position by a majority vote of Core Members.
- b. Vice-Chairperson of the Board. At the first Board meeting of the calendar year, the Board, by a majority vote, shall elect from their number a Vice-Chairperson of the Board who shall preside at all of its meetings when the Chairperson of the Board does not preside. The Vice-Chairperson of the Board shall hold office for one (1) year and until the first Board meeting of the subsequent calendar year. The Vice-Chairperson of the Board shall have the right to debate and vote on all questions before the Board. If the Board, at its first meeting of the calendar year, fails to elect a Vice-Chairperson of the Board, the Mayor shall appoint a Vice-Chairperson of the Board, and in that case, no confirmation by the Board shall be necessary. A Vice-Chairperson may be removed from their position by a majority vote of Core Members.

§ 16-3.3. Board Meetings and Board Activity.

- a. Quorum. A minimum of three Board Members must be in attendance in order for the Board to hold a meeting, or a hearing.
- b. Presence at Board Meetings. All Board Members shall be entitled to attend, and sit in on, any meeting of, or hearing before, the Board.

- c. Participation and Voting at Board Meetings. All five core members may participate and vote at any meeting of, or hearing before, the Board. Alternate members are generally non-participatory and non-voting, except when a core member is absent on the day that a matter is being determined or recuses themselves from a matter, in which case an alternate member who has attended the full hearing or hearings on a specific matter may participate, and vote on that matter, in lieu of the absent or recused core member.
- d. Formal Action. In order for any formal action to be taken by the Board, the majority of voting Board Members present must vote in the affirmative.

§ 16-3.4. Disqualification of Member.

- a. No individual shall be permitted to serve as a core member or alternate member of the Board if the individual is a landlord or tenant subject to the provisions of this Chapter, or if the individual has an immediate family member who is a landlord or tenant subject to the provisions of this Chapter; or if the individual has a financial interest in a Dwelling subject to the provisions of this Chapter.
- b. A core member or alternate member of the Board shall recuse themselves from participating in any way in any determinations, hearings, complaints, applications, or other matters brought before the Board or the Rent Control Office relating to a Dwelling in which the member resides, which includes that the member shall not speak on such matters at any Board meeting or hearing, shall not question or participate directly or indirectly in questioning a witness at a meeting or hearing, shall not speak with other Board members or the Rent Control Office about any matters from which they must recuse themselves, and may not vote on such matters.

§ 16-3.5. Powers and Duties.

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

- a. To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Chapter, which shall have the force of law until revised, repealed, or amended from time to time by the Board in the exercise of its discretion, providing that such rules or regulations are filed with the City Clerk.
- b. To hold hearings and adjudicate applications from landlords for Hardship Surcharges, Major Capital Improvement Surcharges, and Individual Rental Unit Improvement Surcharges, in accordance with the provisions of this Chapter.
- c. To hold hearings and adjudicate complaints from Rent-Controlled Tenants for invalid rent increases or invalid surcharges in accordance with the provisions of this Chapter.
- d. To hold hearings and adjudicate complaints from Rent-Controlled Tenants alleging that their landlord has failed to pay money owed according to a Board Decision in accordance with the provisions of this Chapter.
- e. To hold hearings and adjudicate applications from Rent-Controlled Tenants for reduced rent in accordance with the provisions of this Chapter.
- f. To hold hearings and adjudicate complaints brought sua sponte by the Board against a landlord to determine the validity of rent increases or surcharges.
- g. To hold hearings and adjudicate applications from landlords seeking exemption from this Chapter.
- h. To hold hearings and adjudicate complaints from tenants seeking a determination that an individual is a rent-controlled tenant.

- i. To inform the Rent Control Office of potential violations of Section 16-14.
- j. To issue subpoenas requiring the production of witnesses and documents, and to take testimony and swear in witnesses in the execution of the Board's powers and duties.
- k. To enact Resolutions and, if necessary, issue Opinions regarding the various or random applications and matters that may be submitted or brought before the Board from time to time for consideration or adjudication.

At all hearings pursuant to Section 16-3.5(b)–(f), the Board shall give both the landlord and the Rent-Controlled Tenant(s) reasonable opportunity to be heard before making any Decision, except that in cases regarding multiple Covered Rental Units with one similar application, issue, or complaint, the Board, in its discretion, may limit repetitious testimony or ask that a spokesperson for the affected Rent-Controlled Tenants be appointed by a majority of the affected Rent-Controlled Tenants looking to be heard by the Board.

§ 16-3.6. Termination.

Both core and alternate Board members may be removed from office by the Mayor, at the Mayor's discretion, upon written notice of a violation of duty arising out of the commission by the Board member of any of the following infractions: inefficiency, negligence of duties, or malfeasance.

§ 16-3.7. Rent Control Office.

The Board shall have a Rent Control Office and such staff working in the Rent Control Office, including a Rent Regulation Officer and Rent Control Board Secretary, as may be necessary to perform the Board's functions and duties including, but not limited to:

- a. To supply non-legal information and assistance to landlords and Rent-Controlled Tenants to help them comply with the provisions of this Chapter.
- b. To keep an accurate record of the procedures of the Board and enter the same upon the minutes.
- c. To create and amend applications, forms, and procedures necessary to implement the purposes of this Chapter.
- d. To receive all completed applications and complaints from landlords and Rent-Controlled Tenants and process the same for determination by the Board.
- e. To adjudicate Applications for CPI Increase and Applications for Permanent Decontrol in accordance with the provisions of this Chapter.
- f. To issue complaints and summonses when appropriate according to Section 16-14.

§ 16-3.8. Yearly Rent-Controlled Tenant Registration.

On or before December 1 of every year, all landlords of a Dwelling that includes any Covered Rent Units must file a completed Registry of Rent-Controlled Tenants with the Rent Control Office. All landlords must provide the completed Registry of Rent-Controlled Tenants to all tenants listed in the Registry.

§ 16-4. PERMISSIBLE RENT INCREASES

§ 16-4.1. Consumer Price Index (CPI) Increase.

- a. Application.
 - i. For Rent-Controlled Tenants with a lease term of less than one year, a landlord

- may be allowed a CPI Increase in rent based on changes to the cost-of-living every year. A landlord shall be permitted to apply to the Office for a CPI Increase by submitting a complete and proper Application for CPI Increase to the Rent Control Office.
- ii. For Rent-Controlled Tenants with a lease term of one year or more, a landlord may be allowed a CPI Increase in rent based on changes to the cost-of-living at the expiration of every lease term. A landlord shall be permitted to apply to the Office for a CPI Increase by submitting an Application for CPI Increase to the Rent Control Office.
- b. **Rent Control Office Review.** The Rent Control Office shall review the Application for CPI Increase to determine if the application is complete and proper. Once the Rent Control Office has reviewed the Application for CPI Increase and determined that it is complete and proper, the Rent Control Office shall stamp the application to indicate that it is complete.
 - c. **Decision by the Rent Control Office.** Within fifteen (15) days after the Rent Control Office stamped the completed Application for CPI Increase, the Rent Control Office shall decide whether to deny or approve of the Application for CPI Increase.
 - i. If the Rent Control Office decides to approve the Application for CPI Increase, the Rent Control Office shall: (1) stamp the Application for CPI Increase to indicate that it is approved; (2) determine, and indicate on the approved Application for CPI Increase, the appropriate CPI Increase per Covered Rental Unit based on the last reported CPI Percentage two months prior to the date the Rent Control Office determined that the application for CPI was complete and proper pursuant to subsection c. If that CPI Percentage is greater than 5.5%, then the Rent Control Office shall cap the Covered Rental Unit's CPI Increase at 5.5% of the Covered Rental Unit's current Base Rent; (3) fix the date upon which the CPI Increase shall take effect, in accordance with State Statutes, which date shall be no sooner than one year from the expiration of the most recent CPI Increase; and (4) notify the landlord of the application's approved status by providing the landlord with an exact copy of the stamped approved application and a Notice of Approval of CPI Increase that indicates therein the amount of the approved CPI Increase for the Rent-Controlled Unit and the date that the CPI Increase is to take effect.
 - ii. If the Rent Control Office decides to deny the Application for CPI Increase, the Rent Control Office shall stamp the Application for CPI Increase to indicate that it is denied and provide a Notice of Denial to the landlord explaining the reason(s) for the denial. If an Application for CPI Increase is denied and the landlord is able to correct the issues that the Rent Control Office explained were the reasons for denial of the Application, the landlord may submit a new Application for CPI Increase that corrects the issues.
 - d. **Notice to Rent-Controlled Tenant(s) of Approved Application.** Within ten (10) days after receipt by the landlord of a copy of the stamped approved Application for CPI Increase and a Notice of Approval of CPI Increase, the landlord shall, by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service, notify the applicable Rent-Controlled Tenants of the Application for CPI Increase's approval by providing each Rent-Controlled Tenant subject to the CPI Increase with exact copies of both the stamped approved Application for CPI Increase and the Notice

- of Approval of CPI Increase.
- e. Notifying Rent Control Office After Notice of Approved Application Has Been Given. Within fourteen (14) days after the landlord has finished providing notice in accordance with Subsection e above, the landlord shall submit a Notice Log to the Rent Control Office confirming said notice has been provided to the Rent-Controlled Tenants.
 - f. Collection of CPI Increase. A landlord shall not collect any CPI Increase from a Rent-Controlled Tenant, and a Rent-Controlled Tenant's obligation to pay an approved CPI Increase shall not accrue, until the effective date of the CPI Increase stated on the Notice of Approval of CPI Increase.
 - g. Incorporation into Base Rent. Provided that the landlord's Notice Log indicates that the appropriate Rent-Controlled Tenant(s) has received the Notice of Approval of CPI Increase that is required by Subsection e above, the CPI Increase shall be deemed to be part of the Base Rent on the effective date of the CPI Increase stated in the Notice of Approval of CPI Increase.
 - h. Withdrawal of Approval of CPI Increase. An approved CPI Increase may be declared void and ineffective where the Rent Control Office finds that the landlord has failed to comply with the provisions of either subsection e and/or subsection f.
 - i. Prohibition on Future Increases. No landlord shall be permitted to apply for, or collect, a CPI Increase under this Chapter if the Board has determined pursuant to Section 16-7 that the landlord has not repaid invalid rents or surcharges due or owing to the Rent-Controlled Tenant(s) in accordance with a Board Resolution and/or related Opinion. Only when all such payments due and owing are paid in full may the landlord apply for, or collect, a CPI Increase.

§ 16-5. PERMISSIBLE SURCHARGES

§ 16-5.1. Hardship Surcharge.

- a. Application. For all Dwellings containing Covered Rental Units, a landlord may apply to the Board for a 12-month surcharge based on financial hardship experienced within a 12-month period ending one month before the filing of the Application for Hardship Surcharge, by submitting a complete and proper Application for Hardship Surcharge to the Rent Control Office. No documentation in support of the Application for Hardship Surcharge will be considered by the Board if it has not been submitted by the landlord with the Application for a Hardship Surcharge or is not submitted to the Rent Control Office before the Rent Control Office issues a Notice of Completed Application and Hearing pursuant to subsection c.
- b. Calculation of Allowable Surcharge.
 - i. Calculation of the Hardship Surcharge amount per Covered Rental Unit shall be predicated on the particular financial information and documentation in the landlord's Application for Hardship Surcharge relating to Gross Annual Income, Annual Operating Expenses, initial investment, and assessed fair market value of the property where the Dwelling is located and shall be based on the formula set forth in subsection ii below.
 - ii. To qualify for a hardship surcharge, the landlord must prove that the Dwelling meets a minimum threshold requirement, namely, having the Dwelling's Annual Operating Expenses exceed sixty (60) percent of the Dwelling's Gross Annual Income:

[Operating Expenses] **must be greater than** [Gross Annual Income × 0.60]

- iii. If the landlord meets the threshold set forth above in b(ii), then the amount of allowable monthly Hardship Surcharge per Covered Rental Unit shall be calculated using the two-step process:

Step 1: Calculate the total monthly Hardship Surcharge landlords can collect from all tenants.

$$\text{Total Monthly Hardship Surcharge} = \left(\frac{\left(\left(\left(\frac{\text{Gross Annual Income} - \text{Operating Expenses}}{\text{Gross Annual Income}} \right) \times 100 \right) - 40\% \right) \times \text{Gross Annual Income}}{12} \right)$$

Step 2: Calculate the monthly Hardship Surcharge Per Covered Rental Unit

$$\text{Monthly Hardship Surcharge Per Unit} = \left(\frac{\text{Total Monthly Hardship Surcharge}}{\text{Number of Total Rooms in Dwelling}} \right) \times \# \text{ of Rooms in the Unit}$$

- iv. For purposes of calculating Hardship Surcharge pursuant to the formula set forth in subsection ii above, for Dwellings containing fifty (50) or more Rental Units, the Gross Annual Income and Annual Operating Expenses reported in the Application for Hardship Surcharge must be certified by a certified public accountant if requested by the Board. Any Hardship Surcharge approved by the Board shall be apportioned equally among each Rental Unit in the Dwelling, including Covered Rental Units and non-Covered Rental Units. However, only payment of Hardship Surcharge by Rent-Controlled Tenants is mandated by this Chapter.
- c. Rent Control Office Review. The Rent Control Office shall review the Application for Hardship Surcharge to determine if the application is complete and proper. Once the Rent Control Office has determined that the Application for Hardship Surcharge is complete and proper, the Rent Control Office shall: (1) stamp the application to indicate that it is complete, (2) set a hearing date for when the Application for Hardship Surcharge will be considered by the Board, and (3) notify the landlord of the Application's complete and proper status by providing the landlord with an exact copy of the stamped complete Application for Hardship Surcharge and a Notice of Completed Application and Hearing that has the hearing date indicated therein and includes language indicating that Rent-Controlled Tenants have a right to file an opposition to the Application for Hardship Surcharge.
- d. Notice to Rent-Controlled Tenants of Application. Within ten (10) days after receipt by the landlord of the stamped complete copy of the Application for Hardship Surcharge and Notice of Completed Application and Hearing, the landlord shall notify the Rent-Controlled Tenant of the application's complete and proper status by providing all Rent-Controlled Tenant in the Dwelling with exact copies of both by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service.
- e. Informing the Rent Control Office that Tenant Notice Has Been Given. After notice has been given by the landlord to the Rent-Controlled Tenants pursuant to Subsection d above the landlord shall provide the Rent Control Office with a Notice Log to confirm that the notice required by Subsection d above has been sent to all Rent-Controlled Tenants in the Dwelling. Landlord must provide the Rent Control Office with this Notice Log no later than thirty (30) days prior to the hearing.
- f. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the Rent-Controlled Tenants must submit written opposition, including copies of any and

- all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the landlord for copying and inspection.
- g. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the Rent-Controlled Tenants must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and Rent-Controlled Tenants' list of witnesses available for copying and inspection.
 - h. Hearing. Provided that the Rent Control Office has determined that the landlord's Notice Log indicates that all of the Rent-Controlled Tenants in the Dwelling have received satisfactory notice of the Application for Hardship Surcharge in accordance with Subsection d above, the Board may proceed to consider the merits of the Application on the date the matter is scheduled for hearing. At the hearing, the Board shall give both the landlord and the Rent-Controlled Tenants an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the Board other than those provided to the Rent Control Office in accordance with Subsections f and g above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as directed by the Board.
 - i. Decision by Board. Within sixty (60) days of the completion of the hearing for the Application for Hardship Surcharge, the Board shall determine whether to approve or deny the Application for Hardship Surcharge, enact a Resolution accordingly, and issue a written Opinion, if necessary. In the event that the Application for Hardship Surcharge indicates that the landlord is not receiving a fair net operating income, the Board shall approve the Application for Hardship Surcharge and adopt an appropriate Resolution, and where the Board may deem it necessary, issue an Opinion. The Rent Control Office shall then notify the landlord of the application's approved status by providing the landlord with: (1) an exact copy of the Board's Resolution and Opinion, if any, (2) a Notice of Approval of Application, which indicates therein the amount of the Hardship Surcharge and effective date of the Hardship Surcharge fixed by the Board in accordance with State Statutes, and (3) exact copy of the Application for Hardship Surcharge stamped to indicate that it has been approved. In the event the Application for Hardship Surcharge is denied, the Rent Control Office shall then notify the landlord of the application's denied status by providing the landlord with: (1) an exact copy of the Board's Resolution and Opinion, if any, and (2) a Notice of Denial of Application, which indicates therein the reasons for denial.
 - j. Notice to Rent-Controlled Tenants of Board's Decision. Within ten (10) days after receipt by the landlord of copies of either the Board's Resolution and Opinion, if any, Notice of Approval of Application, and stamped approved copy of the Application for Hardship Surcharge, or the Board's Resolution and Opinion and Notice of Denial of Application, the landlord shall notify the Rent-Controlled Tenants of the Board's Decision by providing exact copies of the same to all Rent-Controlled Tenants in the Dwelling by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service.
 - k. Notifying Rent Control Office After Notice Has Been Given. Within fourteen (14) days after the landlord has finished providing notice in accordance with Subsection j above,

the landlord shall submit an additional Notice Log to the Rent Control Office confirming said notice has been provided to the Rent-Controlled Tenants.

- l. Lack of Incorporation into Base Rent. No Hardship Surcharge allowed by the Board is to be deemed to be part of the Base Rent, nor shall any such Hardship Surcharges be used to calculate future CPI Increases.
- m. Withdrawal of Approval of Hardship Surcharge. An approved Hardship Surcharge may be declared void and ineffective where the Rent Control Office finds that the landlord has failed to comply with the provisions of either subsection j and/or subsection k.
- n. Prohibition on Future Surcharges. No landlord shall be permitted to apply for, or collect, a Hardship Surcharge under this Chapter if the Board has determined pursuant to Section 16-7 that the landlord has not repaid invalid rents or surcharges due or owing to Rent-Controlled Tenant(s) in accordance with a Board Resolution and/or related Opinion. Only when all such payments due and owing are paid in full may the landlord apply for, or collect, a Hardship Surcharge.

§ 16-5.2. Major Capital Improvement Surcharge.

- a. Application. A landlord may apply to the Board for a surcharge based on the cost of conducting Major Capital Improvements within one year from the date of completion of the Major Capital Improvement work that is the subject of the application by submitting a complete and proper Application for a Major Capital Improvement Increase to the Rent Control Office. No increase shall be permitted for Major Capital Improvements completed more than 12 months prior to the date the Application is submitted to the Board unless the landlord establishes to the Board good cause for the landlord's delay in applying for the surcharge. The Application for a Major Capital Improvement Surcharge shall itemize each expense included as part of the landlord's cost of the Major Capital Improvement with sufficient detail for the Board to confirm that the expense was incurred specifically as part of the Major Capital Improvement work, and the landlord shall all submit proofs of payment of each such expense that is included in the landlord's Application for a Major Capital Improvement Surcharge. No documentation in support of the Application for a Major Capital Improvement Surcharge will be considered by the Board if it has not been submitted by the landlord with the Application for a Major Capital Improvement Surcharge or is not submitted to the Rent Control Office before the Rent Control Office issues a Notice of Completed Application and Hearing pursuant to subsection b.
- b. Rent Control Office Review. The Rent Control Office shall review the Application for a Major Capital Improvement Surcharge to determine if the application is complete and proper. Once the Rent Control Office has reviewed the Application for a Major Capital Improvement Surcharge and determined that it is complete and proper, the Rent Control Office shall: (1) stamp the application indicating that it is complete, (2) set a hearing date for when the Application for a Major Capital Improvement Surcharge will be considered by the Board, and (3) and notify the landlord of the application's complete and proper status by providing the landlord with an exact copy of Application for a Major Capital Improvement Surcharge that is stamped complete and a Notice of Completed Application and Hearing that has the hearing date indicated therein and includes language indicating that Rent-Controlled Tenants have a right to file an opposition to the Application for Major Capital Improvement Surcharge.
- c. Notice to Rent-Controlled Tenants of Application. Within ten (10) days after receipt by

the landlord of the stamped complete copy of the Application for a Major Capital Improvement Surcharge and Notice of Completed Application and Hearing, the landlord shall notify the Rent-Controlled Tenants of application's complete and proper status by providing the appropriate Rent-Controlled Tenants with exact copies of both by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service.

- d. Informing the Rent Control Office that Tenant Notice Has Been Given. After notice has been given by the landlord to the Rent-Controlled Tenants pursuant to Subsection c above, the landlord shall provide the Rent Control Office with a Notice Log to confirm that the notice required by Subsection c above has been sent to all Rent-Controlled Tenants entitled to such notice. Landlord must provide the Rent Control Office with this Notice Log no later than thirty (30) days prior to the hearing.
- e. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the Rent-Controlled Tenants must submit written opposition, including copies of any and all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the landlord for copying and inspection.
- f. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the Rent-Controlled Tenants must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and Rent-Controlled Tenants' list of witnesses available for copying and inspection.
- g. Hearing. Provided that the Rent Control Office has determined that the landlord's Notice Log indicates that the appropriate Rent-Controlled Tenants have received satisfactory notice of the Application for a Major Capital Improvement Surcharge in accordance with Subsection c above, the Board may proceed to consider the merits of the Application on the date the matter is scheduled for hearing. At the hearing, the Board shall give both the landlord and the Rent-Controlled Tenants an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the Board other than those provided to the Rent Control Office in accordance with Subsections e and f above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as directed by the Board.
- h. Decision by Board. Decision by Board. Within sixty (60) days of the completion of a hearing for the Application for a Major Capital Improvement Surcharge, the Board shall determine whether to approve or deny the Application for Major Capital Improvement Surcharge, enact a Resolution accordingly, and issue a written Opinion, if necessary. The Rent Control Office shall then notify the landlord of the application's approved status by providing the landlord with (1) an exact copy of the Board's Resolution, (2) an exact copy of the Application for a Major Capital Improvement Surcharge that is stamped to indicate that it has been approved, and (3) a Notice of Approval of Application indicates therein the amount of the approved Major Capital Improvement Surcharge and effective date of the Major Capital Improvement Surcharge fixed by the Board in accordance with State Statutes. In the event the Application for a Major Capital Improvement Surcharge is denied, the Rent Control Office shall then notify the landlord of the application's denied status by providing the landlord with: (1) an exact copy of the Board's Resolution and

Opinion, if any, and (2) a Notice of Denial of Application, which indicates therein the reasons for denial.

- i. **Maximum Amount of Major Capital Improvement Surcharge Allowed.** The total amount of all Major Capital Improvement and Individual Rental Unit Improvement Surcharges charged against a Rent-Controlled Unit at any given time shall be no more than twenty (20) percent of the Rent-Controlled Unit's monthly Base Rent, and the Board shall adjust the amount of Major Capital Improvement Surcharge approved for any one Major Capital Improvement Application accordingly.
- j. **Notice to Rent-Controlled Tenants of Board's Decision.** Within ten (10) days after receipt by the landlord of copies of either the Board's Resolution, Notice of Approval of Application, and stamped approved copy of the Application for a Major Capital Improvement Surcharge, or the Board's Resolution and Opinion and Notice of Denial of Application, the landlord shall notify the Rent-Controlled Tenants of the Board's Decision by providing them with exact copies of the same to all Rent-Controlled Tenants entitled to such notice by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service.
- k. **Notifying Rent Control Office After Notice Has Been Given.** Within fourteen (14) days after the landlord has finished providing notice in accordance with Subsection j above, the landlord shall submit an additional Notice Log to the Rent Control Office confirming said notice has been provided to the Rent-Controlled Tenants.
- l. **Lack of Incorporation into Base Rent.** No Major Capital Improvement Surcharge allowed by the Board is to be deemed to be part of the Base Rent, nor shall any such Major Capital Improvement Surcharges be used to calculate future CPI Increases.
- m. **Withdrawal of Approval of a Major Capital Improvement Surcharge.** An approved Major Capital Improvement Surcharge may be declared void and ineffective where the Rent Control Office finds that the landlord has failed to comply with the provisions of either subsection j and/or subsection k.
- n. **Prohibition on Future Surcharges.** No landlord shall be permitted to apply for, or collect, a Major Capital Improvement Surcharge under this Chapter if the Board has determined pursuant to Section 16-7 that the landlord has not repaid invalid rents or surcharges due or owing to Rent-Controlled Tenant(s) in accordance with a Board Resolution and/or related Opinion. Only when all such payments due and owing are paid in full may the landlord apply for, or collect, a Major Capital Improvement Surcharge.

§ 16-5.3. Individual Rental Unit Improvement Surcharge.

- a. **Application.** A landlord may apply to the Board for a surcharge based on the cost of conducting Individual Rental Unit Improvements within one year from the date of the application by submitting a complete and proper Application for an Individual Rental Unit Improvement Surcharge the Rent Control Office. No increase shall be permitted for Individual Rental Unit Improvements completed more than 12 months prior to the date the Application is submitted to the Board unless the landlord establishes to the Board good cause for the landlord's delay in applying for the surcharge. The Application for an Individual Rental Unit Improvement Surcharge shall itemize each expense included as part of the landlord's cost of the Individual Rental Unit Improvement with sufficient detail for the Board to confirm that the expense was incurred specifically as part of the Individual Rental Unit Improvement work, and the landlord shall submit all proofs of payment of each such expense that is included in the landlord's Application for an

Individual Rental Unit Improvement Surcharge. No documentation in support of the Application for an Individual Rental Unit Improvement Surcharge will be considered by the Board if it has not been submitted by the landlord with the Application for an Individual Rental Unit Improvement or is not submitted to the Rent Control Office before the Rent Control Office issues a Notice of Completed Application pursuant to subsection b.

- b. Rent Control Office Review. The Rent Control Office shall review the Application for an Individual Rental Unit Improvement Surcharge to determine if the application is complete and proper. Once the Rent Control Office has reviewed the Application for an Individual Rental Unit Improvement Surcharge and determined that it is complete and proper, the Rent Control Office shall: (1) stamp the application to indicate that it is complete, (2) set a hearing date for when the Application for an Individual Rental Unit Improvement Surcharge will be considered by the Board, and (3) notify the landlord of the application's complete and proper status by providing the landlord with an exact copy of Application for an Individual Rental Unit Improvement Surcharge that is stamped complete and a Notice of Completed Application and Hearing that has the hearing date indicated therein and includes language indicating that the Rent-Controlled Tenant has a right to file an opposition to the Application for an Individual Rental Unit Improvement Surcharge.
- c. Notice to Rent-Controlled Tenant of Application. Within ten (10) days after receipt by the landlord of the stamped complete copy of the Application for an Individual Rental Unit Improvement Surcharge and Notice of Completed Application and Hearing, the landlord shall notify the Rent-Controlled Tenant of the application's complete and proper status by providing the Rent-Controlled Tenant(s) whose Covered Rental Unit is the subject of the Application for an Individual Rental Unit Improvement Surcharge with exact copies of both by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service.
- d. Informing the Rent Control Office that Tenant Notice Has Been Given. After notice has been given by the landlord to the Rent-Controlled Tenant pursuant to Subsection c above the landlord shall provide the Rent Control Office with a Notice Log to confirm that the notice required by Subsection c above has been sent to the Rent-Controlled Tenants entitled to such notice. Landlord must provide the Rent Control Office with this Notice Log no later than thirty (30) days prior to the hearing.
- e. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the Rent-Controlled Tenant must submit written opposition, including copies of any and all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the landlord for copying and inspection.
- f. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the Rent-Controlled Tenant must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and Rent-Controlled Tenant's list of witnesses available for copying and inspection.
- g. Hearing. Provided that the Rent Control Office has determined that the landlord's Notice Log indicates that the Rent-Controlled Tenant has received satisfactory notice of the Application for an Individual Rental Unit Improvement Surcharge in accordance with Subsection c above, the Board may proceed to consider the merits of the Application on the date the matter is scheduled for hearing. At the hearing, the Board shall give both the

landlord and the Rent-Controlled Tenant an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the Board other than those provided to the Rent Control Office in accordance with Subsections e and f above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as directed by the Board.

- h. Decision by Board. Within sixty (60) days of the completion of a hearing for the Application for an Individual Rental Unit Improvement Surcharge, the Board shall determine whether to approve or deny the Application for an Individual Rental Unit Improvement Surcharge, enact a Resolution accordingly, and issue a written Opinion, if necessary. The Rent Control Office shall then notify the landlord of the application's approved status by providing the landlord with: (1) an exact copy of the Board's Resolution, (2) an exact copy of the Application for an Individual Rental Unit Improvement Surcharge that is stamped to indicate that it has been approved, and (3) a Notice of Approval of Application which indicates therein the amount of the approved Individual Rental Unit Improvement Surcharge and effective date of the Individual Rental Unit Improvement Surcharge fixed by the Board in accordance with State Statutes. In the event the Application for an Individual Rental Unit Improvement Surcharge is denied, the Rent Control Office shall then notify the landlord of the application's denied status by providing the landlord with: (1) an exact copy of the Board's Resolution and Opinion, if any, and (2) a Notice of Denial of Application, which indicates therein the reasons for denial.
- i. Maximum Amount of Individual Rental Unit Improvement Surcharge Allowed. The total amount of all Major Capital Improvement and Individual Rental Unit Improvement Surcharges charged against a Rent-Controlled Unit at any given time shall be no more than twenty (20) percent of the Rent-Controlled Unit's monthly Base Rent, and the Board shall adjust the amount of Individual Rental Unit Improvement Surcharge approved for any one Individual Rental Unit Improvement Application accordingly.
- j. Notice to Rent-Controlled Tenant of Board's Decision. Within ten (10) days after receipt by the landlord of copies of either the Board's Resolution, Notice of Approval of Application, and stamped approved copy of the Application for an Individual Rental Unit Improvement Surcharge, or the Board's Resolution and Opinion and Notice of Denial of Application, the landlord shall notify the Rent-Controlled Tenant of the Board's decision by providing exact copies of the same to the Rent-Controlled Tenant by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service.
- k. Notifying Rent Control Office After Notice Has Been Given. Within fourteen (14) days after the landlord has finished providing notice in accordance with Subsection j above, the landlord shall submit an additional Notice Log to the Rent Control Office confirming said notice has been provided to the Rent-Controlled Tenants.
- l. Lack of Incorporation into Base Rent. No Individual Rental Unit Improvement Surcharge allowed by the Board is to be deemed to be part of the Base Rent, nor shall any such Individual Rental Unit Improvement Surcharge be used to calculate future CPI Increases.
- m. Withdrawal of Approval of an Individual Rental Unit Improvement Surcharge. An approved Individual Rental Unit Improvement Surcharge may be declared void and ineffective where the Rent Control Office finds that the landlord has failed to comply with

the provisions of either subsection j and/or subsection k.

- n. Prohibition on Future Surcharges. No landlord shall be permitted to apply for, or collect, an Individual Rental Unit Improvement Surcharge under this Chapter if the Board has determined pursuant to Section 16-7 that the landlord has not repaid invalid rents or surcharges due or owing to Rent-Controlled Tenant(s) in accordance with a Board Resolution and/or related Opinion. Only when all such payments due and owing are paid in full may the landlord apply for, or collect, an Individual Rental Unit Improvement Surcharge.

§ 16-5.4. Late Rent Surcharge.

Where not otherwise prohibited by State law, if a Rent-Controlled Tenant fails to pay their landlord the Total Approved Rent for the use and the occupancy of their Covered Rental Unit, this Chapter shall permit a landlord to charge the Rent-Controlled Tenant a Late Rent Surcharge, whether termed a late rental fee or interest on rent paid late, of no more than \$35.

§ 16-5.5. Returned Check Surcharge.

This chapter shall permit a landlord to charge a Rent-Controlled Tenant a Returned Check Surcharge of \$35, if not otherwise prohibited by State law.

§ 16-5.6. Supplemental Service Surcharge.

A landlord is unrestricted by this Chapter from increasing the Surcharge associated with a Supplemental Service.

§ 16-6. INVALID RENT INCREASES AND INVALID SURCHARGES

§ 16-6.1. Defining An Invalid Rent Increase And An Invalid Surcharge.

An invalid rent increase or an invalid surcharge is a rent increase or surcharge imposed by a landlord not in accordance with Section 16-4 Permissible Rent Increase or Section 16-5 Permissible Surcharges.

§ 16-6.2. Complaint for an Invalid Rent Increase or Invalid Surcharges by Rent-Controlled Tenant.

- a. Filing a Complaint. Any Rent-Controlled Tenant claiming that an invalid rent increase or an invalid surcharge has been imposed must file a complaint stating the provision of this Chapter alleged to have been violated by the landlord and the facts upon which the allegation is based with the Rent Control Office no later than eighteen (18) months after making the first payment of any alleged invalid rent or invalid surcharge increase. All documentation that the Rent-Control Tenant intends to rely upon in support of the complaint must be filed with the complaint. No documentation in support of the complaint will be considered by the Board if it has not been submitted with the complaint or is not submitted to the Rent Control Office before the Rent Control Office issues a Notice of Complaint and Hearing pursuant to subsection c.
- b. Failure to File a Timely Complaint. Failure to file a complaint within eighteen (18) months after making the first payment of any alleged invalid rent or invalid surcharge shall be deemed to mean that the Rent-Controlled Tenant agrees to the rent increase or surcharge, and as a result, the Board may find that a Rent-Controlled Tenant is barred from filing a complaint about the same rent increase or surcharge, and is deemed to have

waived the right to object to the rent increase or surcharge, absent a showing by the Rent-Controlled Tenant of reasonable excuse for failing to timely file a complaint. So long as the Rent-Controlled Tenant files a complaint within the eighteen (18) month time period, any rent increase or surcharge payments made by the Rent-Controlled Tenant to the landlord within eighteen (18) months shall not be construed as an agreement by the Rent-Controlled Tenant to imposition of the increase or surcharge or be deemed to be a waiver by the Rent-Controlled Tenant of their right to file a complaint alleging the invalidity of that rent increase or surcharge.

- c. Rent Control Office Review. Once the complaint has been filed with the Rent Control Office, the Rent Control Office shall determine whether the complaint is complete and proper, meaning whether the Rent-Controlled Tenant has sufficiently stated a claim against the landlord for violating a provision of this Chapter and provided sufficient evidence supporting the claim.
 - i. If the Rent Control Office determines that the Rent-Controlled Tenant has not sufficiently stated a claim, then the Rent Control Office shall: (1) deny the complaint and stamp the complaint to indicate that it is denied, and (2) provide a Notice of Denial to the Rent-Controlled Tenant explaining the reason(s) for the denial.
 - ii. If the Rent Control Office determines that the Rent-Controlled Tenant has sufficiently stated a claim, the Rent Control Office shall: (1) stamp the complaint to indicate that it is complete, (2) set a hearing date for when the complaint will be considered by the Board, and (3) notify the Rent-Controlled Tenant and the landlord of the complaint's complete and proper status by providing the Rent-Controlled Tenant with an exact copy of the stamped complete complaint and by providing the landlord with an exact copy of both the stamped complete complaint and a Notice of Complaint and Hearing that has the hearing date indicated therein and includes language indicating to the landlord that they have a right to file an opposition to the complaint.
- d. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the landlord must submit written opposition, including copies of any and all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the Rent-Controlled Tenant for copying and inspection.
- e. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the Rent-Controlled Tenant must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and Rent-Controlled Tenant's list of witnesses available for copying and inspection.
- f. Hearing. At the hearing, the Board shall give both the landlord and the Rent-Controlled Tenant an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the Board other than those provided to the Rent Control Office in accordance with Subsections d and e above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as directed by the Board.
- g. Decision by Board. Within sixty (60) days of the completion of a hearing for the

complaint, the Board shall determine whether to approve or deny the complaint, enact a Resolution accordingly, and issue a written Opinion, if necessary. If the Board determines that the landlord imposed an invalid rent increase or surcharge on the Rent-Controlled Tenant, the Board shall deem that rent increase or surcharge void and order a refund to that particular tenant in accordance with any terms and deadline set by the Board. Where the evidence at the hearing establishes that the landlord has imposed a similar invalid rent increase or surcharge on other similarly situated Rent-Controlled Tenants in the Dwelling, the Board may find that the landlord must also issue a refund to the similarly situated Rent-Controlled Tenants in accordance with any appropriate terms and deadline the Board's determines, which shall then be included in the Board's Resolution and Opinion, if any.

- h. Notice to Rent-Controlled Tenant and Landlord of Board's Decision. After the Board has passed a Resolution determining the matter, the Rent Control Office shall notify the Rent-Controlled Tenant and the landlord of the Board's Decision by providing both the landlord and the Rent-Controlled Tenant with exact copies of: (1) the Board's Resolution, and Opinion, if any, (2) the Complaint stamped to indicate that it is approved or denied, and (3) a Notice of Approved, or Denied, Complaint.

§ 16-6.3. Sua Sponte Review of Invalid Rent Increase or Surcharge.

In the absence of the filing of a complaint pursuant to Section 16-6.2 above, upon receipt of reasonable evidence that a landlord has imposed an invalid rent increase or invalid surcharge, the Board may, within the purpose of this Chapter, bring its own Complaint against a landlord to determine the validity of such rent increase or surcharge, in which case the provisions and procedures of Section 16-6.2 (c) through (h) shall govern the manner for adjudicating the complaint.

§ 16-7. COMPLAINT ALLEGING LANDLORD HAS FAILED TO PAY MONEY OWED ACCORDING TO A BOARD DECISION

- a. Filing a Complaint. Where the landlord has not refunded money due or payable to a Rent-Controlled Tenant(s) according to a Resolution or written Opinion of the Board, the aggrieved Rent-Controlled Tenant(s) shall be permitted to file a complaint with the Board for the purpose of conducting a hearing to determine whether the landlord is in default of any the deadlines or terms set forth in the Resolution or Opinion.
- b. Rent Control Office Review. Once the complaint has been filed with the Rent Control Office, the Rent Control Office shall determine whether the complaint is complete and proper, meaning whether the Rent-Controlled Tenant has provided sufficient evidence supporting their claim that their landlord has failed to pay money owed according to a Board Decision.
 - i. If the Rent Control Office determines that the Rent-Controlled Tenant has not sufficiently stated a claim, then the Rent Control Office will outright deny the Rent-Controlled Tenant complaint and provide a Notice of Denial to the Rent-Controlled Tenant explaining the reason(s) for the denial.
 - ii. If the Rent Control Office determines that the Rent-Controlled Tenant has sufficiently stated a claim, the Rent Control Office shall: (1) stamp the complaint to indicate that it is complete, (2) set a hearing date for when the complaint will be considered by the Board, and (3) notify the Rent-

Controlled Tenant of the complaint's complete and proper status by providing the Rent-Controlled Tenant with an exact copy of the stamped complete complaint and by providing the landlord with an exact copy of both the stamped complete complaint and a Notice of Complaint that has the hearing date indicated therein and includes language indicating to the landlord that they have a right to file an opposition to the complaint.

- c. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the landlord must submit written opposition, including copies of any and all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the complainant for copying and inspection.
- d. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the Rent-Controlled Tenant must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and complainant's list of witnesses available for copying and inspection.
- e. Hearing. At the hearing, the Board shall give both the landlord and the Rent-Controlled Tenant an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the Board other than those provided to the Rent Control Office in accordance with Subsections c and d above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as directed by the Board.
- f. Decision by Board. Within sixty (60) days of the completion of a hearing for the complaint, the Board shall determine whether to approve or deny the complaint, enact a Resolution accordingly, and issue a written Opinion, if necessary. If the Board determines that the landlord owes the Rent-Controlled Tenant money according to a Board Decision, then the Board shall approve the complaint. If the Board determines that the landlord has paid all money owed to the Rent-Controlled Tenant, then the Board shall deny the complaint.
- g. Notice to Complainant and Landlord of Board's Decision. After the Board has passed a Resolution determining the matter, the Rent Control Office shall notify the Rent-Controlled Tenant and the landlord of the Board's Decision by providing the landlord and Rent-Controlled Tenant with exact copies of: (1) the Board's Resolution, and Opinion, if any, (2) the complaint stamped to indicate that it is approved or denied, and (3) a Notice of Approved, or Denied, Complaint.

§ 16-8. RENT REDUCTIONS BASED ON ELIMINATION OF CORE SERVICES

- a. Application. Any Rent-Controlled Tenant may apply to the Board for a decrease in Base Rent based on the material reduction, or elimination, of a Core Service by submitting an Application for Rent Reduction with the Rent Control Office, which identifies the Core Service that the Rent-Controlled Tenant contends has been materially reduced or eliminated, explains why and how the Core Service has been materially reduced or eliminated, and identifies the amount of rental decrease the Rent-Controlled Tenant contends is appropriate. An Application for Rent Reduction must be filed with the Rent Control no later than eighteen (18) months after the landlord materially reduces or

eliminates the Core Service. All documentation that the Rent-Control Tenant intends to rely upon in support of the Application for Rent Reduction must be filed with the Application for Rent Reduction. No documentation in support of the Application for Rent Reduction will be considered by the Board if it has not been submitted with the Application for Rent Reduction or is not submitted to the Rent Control Office before the Rent Control Office issues a Notice of Completed Application for and Hearing pursuant to subsection c.

- b. Failure to File a Timely Application. Failure to file an Application for Rent Reduction within eighteen (18) months after the landlord materially reduces or eliminates the Core Service shall be deemed to mean that the Rent-Controlled Tenant agrees to the material reduction, or elimination, of that particular Core Service. As a result, the Board may find that a Rent-Controlled Tenant is barred from filing an Application for Rent Reduction, and is deemed to have waived the right to object to the reduction or elimination of that particular Core Service, absent a showing by the Rent-Controlled Tenant of reasonable excuse for failing to timely file an Application for Rent Reduction. So long as the Rent-Controlled Tenant files an Application for Rent Reduction within eighteen-months of the date that the landlord materially reduces or eliminates the Core Service, any Base Rent payments made by the Rent-Controlled Tenant to the landlord within the eighteen-month period shall not be construed to be an agreement by the Rent-Controlled Tenant to the reduction or elimination of the Core Service or a waiver of their right to file an Application for Rent Reduction based on the material reduction, or elimination, of that particular Core Service.
- c. Rent Control Office Review. The Rent Control Office shall review the Application for Rent Reduction to determine if the application is complete and proper. Once the Rent Control Office has determined that the Application for Rent Reduction is complete and proper, the Rent Control Office shall: (1) stamp the application to indicate that it is complete, (2) set a hearing date for when the Application for Rent Reduction will be considered by the Board, and (3) notify the Rent-Controlled Tenant and the landlord of the application's complete and proper status by providing the Rent-Controlled Tenant with an exact copy of the stamped complete Application for Rent Reduction and by providing the landlord with an exact copy of both the stamped complete Application for Rent Reduction and a Notice of Completed Application and Hearing that has the hearing date indicated therein and includes language indicating to the landlord that they have a right to file an opposition to the Application for Rent Reduction.
- d. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the landlord must submit written opposition, including any and all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the Rent-Controlled Tenant for copying and inspection.
- e. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the Rent-Controlled Tenant must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and Rent-Controlled Tenant's list of witnesses available for copying and inspection.
- f. Hearing. At the hearing, the Board shall give both the landlord and the Rent-Controlled Tenant an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the

Board other than those provided to the Rent Control Office in accordance with Subsections d and e above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as directed by the Board.

- g. The Board's Decision. Within sixty (60) days of the completion of a hearing for the Application for Rent Reduction, the Board shall determine whether to approve or deny the Application for Rent Reduction, enact a Resolution accordingly, and issue a written Opinion, if necessary. If the Board determines that there has been a material reduction or elimination in Core Services formerly provided by the landlord, the Board shall equitably reduce the Rent-Controlled Tenant's Base Rent to reflect such reduction or elimination, accounting for any adjustments due to CPI Increases that were approved after the landlord materially reduced or eliminated the Core Services. Where the evidence at the hearing establishes that the landlord has imposed a similar reduction or elimination in Core Services on other similarly situated Rent-Controlled Tenants in the Dwelling, the Board may find that the landlord must also issue a refund to the similarly situated Rent-Controlled Tenants in accordance with any appropriate terms and deadline the Board's determines, which shall then be included in the Board's Resolution and Opinion, if any. Any rental reduction shall take effect from the date the Resolution is passed by the Board. If the Board's Resolution is retroactive, then the landlord shall refund to the Rent-Controlled Tenant(s) any amounts the landlord was not authorized to collect. The approved rent reduction shall be deemed to be the new Base Rent, including, but not limited to, for purposes of subsequent rent increases.
- h. Notice to Rent-Controlled Tenant and Landlord of Board's Decision. After the Board has passed a Resolution determining the matter, the Rent Control Office shall notify the Rent-Controlled Tenant and the landlord of the Board's Decision and provide the landlord and the Rent-Controlled Tenant with exact copies of: (1) the Board's Resolution, and Opinion, if any, (2) the Application for Rent Reduction stamped to indicate that it is approved, or denied, and (3) a Notice of Approved, or Denied, Application.

§ 16-9. PERMANENT DECONTROL

- a. Permanent Decontrol. A Covered Rental Unit may become forever decontrolled and no longer subject to the rental constraints of this Chapter as result of the voluntary vacancy or legal eviction of a Rent-Controlled Tenant from a Covered Rental Unit. Once a Covered Rental Unit becomes decontrolled, the tenant that used to occupy the unit is deemed to be a former Rent-Controlled Tenant.
- b. Application. In order to obtain the Permanent Decontrol of a Covered Rental Unit, a landlord must apply to the Board by submitting an Application for Permanent Decontrol to the Rent Control Office. In the Application for Permanent Decontrol, the landlord must provide the Board with proof of the vacancy. In the case of a voluntary vacancy, the landlord shall supply an affidavit from either the formerly vacated Rent-Controlled Tenant, the superintendent, the landlord, or the new tenant, attesting that the former tenant has vacated the Covered Rental Unit, or other proof that the Board deems sufficient to establish with a reasonable degree of certainty that the formerly vacated Rent-Controlled Tenant has permanently vacated the Covered Rental Unit. In the case of a legal eviction, the landlord shall supply the Board with a copy of the Court Order or other legal decree of the Court evicting the Rent-Controlled Tenant from the Covered Rental Unit. No documentation in support of the Application for Permanent Decontrol will be considered by the Board if it has not been submitted by the landlord with the

Application for Permanent Decontrol or is not submitted to the Rent Control Office before the Rent Control Office issues a Notice of Completed Application and Hearing pursuant to subsection c.

- c. Rent Control Office Review. The Rent Control Office shall review the Application for Permanent Decontrol to determine if the application is complete and proper. Once the Rent Control Office has determined that the Application for Permanent Decontrol is complete and proper, the Rent Control Office shall: (1) stamp the application to indicate that it is complete and (2) notify the landlord of the application's complete and proper status by providing the landlord with an exact copy of the stamped complete Application for Permanent Decontrol and a Notice of Completed Application that includes language indicating to the allegedly former Rent-Controlled Tenant that they have a right to file an opposition to the Application for Permanent Decontrol and if they do not, that the Rental Unit will be deemed permanently decontrolled.
- d. Notice to Vacated Tenant of Application. Within ten (10) days after receipt by the landlord of the stamped complete copy of the Application Permanent Decontrol and Notice of Completed Application, the landlord shall provide the allegedly former Rent-Controlled Tenant with exact copies of both by registered or certified mail return receipt requested or by personal service with a sworn affidavit of service. In the event the landlord cannot reasonably locate the allegedly former Rent-Controlled Tenant, or the post-office cannot obtain the signature of the tenant on the return receipt, the landlord shall send the notice by regular mail to the tenant's last known address and set forth on their Notice Log the reasons why the landlord had to use regular mail.
- e. Informing the Rent Control Office that Tenant Notice Has Been Given. After notice has been given by the landlord to the allegedly former Rent-Controlled Tenant pursuant to Subsection d above, the landlord shall provide the Rent Control Office with a Notice Log to confirm that the notice required by Subsection d above has been sent to the allegedly former Rent-Controlled Tenant. The landlord must provide the Rent Control Office with this Notice Log within forty (40) days after landlord receives the stamped complete Application and the Notice of Application.
- f. Opposition to the Application. No later than fourteen days after being given notice shall Tenant file an opposition to landlord's Application for Permanent Decontrol.
- g. The Office's Decision. If, by the time that the Rent Control Office receives Landlord's Notice Log pursuant to section e above and the allegedly former Rent-Controlled Tenant fails to submit opposition to landlord's Application for Permanent Decontrol, the Rent Control Office shall approve landlord's Application for Permanent Decontrol so long as landlord has supplied the Office with the appropriate documentation in support of landlord's application.
- h. Notice of Rent Control Office's Decision. After the Rent Control has determined the matter, the Rent Control Office shall notify the landlord, and the tenant where opposition has been received pursuant to subsection f above, of the Rent Control Office's Decision on the Application for Permanent Decontrol by providing the landlord, and the tenant where opposition has been received pursuant to section f above, with exact copies of: (1) the Application for Permanent Decontrol stamped to indicate that it is approved, or denied, and (2) a Notice of Approval, or Denial.
- i. When Rental Unit Becomes Permanently Decontrol. The day that the Rent Control Office approves of the Application for Permanent Decontrol is when the Rental Unit is decontrolled.

§ 16-10. APPLICATION SEEKING EXEMPTION FROM CHAPTER 16 RENT

CONTROL

- a. Application. Where a landlord reasonably believes that the landlord's property is being treated as a Dwelling rather than an Exempt Dwelling, or that a unit within an Exempt Dwelling is being treated as a Covered Rental Unit rather than an Exempt Rental Unit, the Landlord shall be permitted to file an Application for Exemption with the Board for the purpose of conducting a hearing to determine whether the dwelling or the unit should be deemed exempt from this Chapter.
- b. Rent Control Office Review. The Rent Control Office shall review the Application for Exemption to determine if the application is complete and proper. Once the Rent Control Office has determined that the Application for Exemption is complete and proper, the Rent Control Office shall: (1) stamp the application to indicate that it is complete, (2) set a hearing date for when the Application for Exemption will be considered by the Board, and (3) notify the Rent-Controlled Tenant(s) and the landlord of the application's complete and proper status by providing the Landlord with an exact copy of the stamped complete Application for Exemption and by providing the Rent-Controlled Tenant(s) with an exact copy of both the stamped complete Application for Exemption and a Notice of Completed Application and Hearing that has the hearing date indicated therein and includes language indicating to the Rent-Controlled Tenant(s) that they have a right to file an opposition to the Application for Exemption.
- c. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the Rent-Controlled Tenant(s) must submit written opposition, including any and all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the Rent-Controlled Tenant(s) for copying and inspection.
- d. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the Rent-Controlled Tenant(s) must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and Rent-Controlled Tenant's list of witnesses available for copying and inspection.
- e. Hearing. At the hearing, the Board shall give both the landlord and the Rent-Controlled Tenant(s) an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the Board other than those provided to the Rent Control Office in accordance with Subsections c and d above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as directed by the Board.
- f. The Board's Decision. Within sixty (60) days of the completion of a hearing for the Application for Exemption, the Board shall determine whether to approve or deny the Application for Exemption, enact a Resolution accordingly, and issue an Opinion, if necessary. If the Board determines that the landlord's property should be exempt from the provisions of this Chapter, then the Board shall either permanently or temporarily approve the Application for Exemption. If the Board determines that the landlord's property is not exempt from the provisions of this Chapter, then the Board shall deny the Application for Exemption.
- g. Notice to Rent-Controlled Tenant(s) and Landlord of Board's Decision. After the Board has passed a Resolution determining the matter, the Rent Control Office shall notify the

Rent-Controlled Tenant(s) and the landlord of the Board's Decision by providing the Rent-Controlled Tenant and the landlord with exact copies of: (1) the Board's Resolution, and Opinion, if any, (2) the Application for Exemption stamped to indicate that it is approved, or denied, and (3) a Notice of Approved, or Denied, Application.

§ 16-11. COMPLAINT SEEKING A DETERMINATION THAT AN INDIVIDUAL IS A RENT-CONTROLLED TENANT

- a. Filing a Complaint. Where an individual reasonably believes that they are a Rent-Controlled Tenant but have been treated as a tenant not subject to the provisions of this Chapter by either their landlord and/or the Rent Control Office/Board, the individual shall be permitted to file a complaint with the Board for the purpose of conducting a hearing to determine whether the individual is a Rent-Controlled Tenant.
- b. Rent Control Office Review. Once the complaint has been filed with the Rent Control Office, the Rent Control Office shall determine whether the complaint is complete and proper, meaning whether the complainant has provided sufficient evidence supporting the claim that they are a Rent-Controlled Tenant.
 - i. If the Rent Control Office determines that the complainant has not sufficiently stated a claim, then the Rent Control Office will outright deny the complainant's complaint and provide a Notice of Denial to the complainant explaining the reason(s) for the denial.
 - ii. If the Rent Control Office determines that the complainant has sufficiently stated a claim, the Rent Control Office shall: (1) stamp the complaint to indicate that it is complete, (2) set a hearing date for when the complaint will be considered by the Board, and (3) notify the complainant of the complaint's complete and proper status by providing the complainant with an exact copy of the stamped complete complaint and by providing the landlord with an exact copy of both the stamped complete complaint and a Notice of Complaint that has the hearing date indicated therein and includes language indicating to the landlord that they have a right to file an opposition to the complaint.
- c. Opposition to the Application. No later than twenty (20) days prior to the hearing date, the landlord must submit written opposition, including copies of any and all supporting documentation, if any, to the Rent Control Office for the Board's consideration at the hearing. The Rent Control Office will make the written opposition available to the complainant for copying and inspection.
- d. List of Witnesses. No later than fourteen (14) days prior to the hearing date, both the landlord and the complainant must provide the Rent Control Office with a list of all witnesses they plan to have testify at the hearing, if any. The Rent Control Office will make the landlord's and complainant's list of witnesses available for copying and inspection.
- e. Hearing. At the hearing, the Board shall give both the landlord and the complainant an opportunity to present their case, which shall consist of presenting evidence, calling witnesses, and the like. No submissions or evidence will be considered by the Board other than those provided to the Rent Control Office in accordance with Subsections c and d above. The only exception to this rule is when the Board, itself, requests specific additional submissions or evidence in order to reach a decision on the matter, which then, in order to be considered by the Board, must be provided to the Rent Control Office as

directed by the Board.

- f. Decision by Board. Within sixty (60) days of the completion of a hearing for the complaint, the Board shall determine whether to approve or deny the complaint, enact a Resolution accordingly, and issue an Opinion, if necessary. If the Board determines that the complainant should be considered a Rent-Controlled Tenant, then the Board shall approve the complaint. If the Board determines that the complainant is not a Rent-Controlled Tenant, then the Board shall deny the complaint.
- g. Notice to Complainant and Landlord of Board’s Decision. After the Board has passed a Resolution determining the matter, the Rent Control Office shall notify the complainant and the landlord of the Board’s Decision by providing the complainant and the landlord with exact copies of: (1) the Board’s Resolution, and Opinion, if any, (2) the complaint stamped to indicate that it is approved or denied, and (3) a Notice of Approved, or Denied, Complaint.

§ 16-12. APPEALS

All decisions of the Board and the Rent Control Office are final. Any landlord or Rent-Controlled Tenant wishing to appeal the decisions may do so to a court of competent jurisdiction according to law pursuant to its rules and procedures.

§ 16-13. FILING FEES

- a. There is hereby established the following schedule of fees for complaints and applications to the Board which fees shall be payable to the City of Bayonne.

Applications Submitted by Landlord	
Use	Fee
Application for CPI Increase	\$50 for 1-10 Covered Rental Units, \$100 for more than 10 Covered Rental Units
Application for Hardship Surcharge	\$100 per Application
Application for Major Capital Improvement Surcharge	\$100 per Application
Application for Individual Rental Unit Improvement	\$50 per Application
Application for Permanent Decontrol	\$25 per Rental Unit
Application Seeking Exemption from Chapter 16 Rent Control	\$25 per Rental Unit

Applications/Complaints Submitted by Rent-Controlled Tenant	
Use	Fee
Complaint for an Invalid Rent Increase or Invalid Surcharges	\$25 per Application
Complaint for Failure to Collect on the Board’s Decision	\$5 per Application
Application for Rent Reduction	\$25 per Application
Complaint Seeking a Determination that an Individual is a Rent-Controlled Tenant	\$25 per Application

- b. Where one of the applications/complaints submitted by a Rent-Controlled Tenant listed in subsection a is resolved by the Board in favor of the Rent-Controlled Tenant, the application/complaint fee paid by the Rent-Controlled Tenant for the matter shall be assessed against the landlord as part of the relief granted by the Board in response to the matter.

§ 16-14. VIOLATIONS AND PENALTIES

- a. No person shall engage in a reckless or intentional violation of any provision of this Chapter. Such a reckless or intentional violation may be punishable by a fine of not more than \$2,000. A violation affecting more than one leasehold shall be considered a separate violation as to each leasehold.
- b. No person shall make, or cause to be made, any misstatement of fact in any application, complaint, or other submission, to the Rent Control Office or the Board, or at any hearing of the Board. Any such misstatement may be punishable by a fine of not more than \$500 per misstatement.
- c. No person or entity shall, by their wrongful actions of harassment or otherwise, cause, or attempt to cause, a Covered Rental Unit to become vacant and permanently decontrolled pursuant to Section 16-9. Any person or entity engaging in such wrongful actions may be punishable by a fine of not more than \$2,000.

§ 16-15. SEVERABILITY

If any section, paragraph, clause, or provision of this Chapter is held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Chapter which shall remain valid and enforceable.

Section II This ordinance shall take effect upon adoption and publication in accordance with the law.