

**Page | 1** TOWNSHIP OF WEYMOUTH  
ATLANTIC COUNTY  
NEW JERSEY

**ORDINANCE NO. 599-2024**

**AN ORDINANCE AMENDING SECTION 173 (RENT CONTROL BOARD) OF THE CODE  
OF THE TOWNSHIP OF WEYMOUTH**

**WHEREAS**, the Township Committee of the Township of Weymouth, Atlantic County, is of the opinion that the public interest will best be served by adopting an amendment to §173 of the Code of the Township of Weymouth;

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Weymouth in the County of Atlantic, State of New Jersey, as follows:

1. Chapter 173 of the Code of the Township of Weymouth (Rent Control Board) is hereby amended as follows (deleted language is ~~stricken~~; additional language is underlined):

# Article III. Rent Control Board

[Added 3-15-2017 by Ord. No. 554-2017<sup>[1]</sup>]

[1] *Editor's Note: This ordinance also repealed former Art. III, Rent Control Board, added 10-4-1989 by Ord. No. 302-89, as amended. For further information regarding this ordinance, refer to Consent Order, Docket No. ATL-L-1285-16, on file in the Township offices.*

## § 173-26. Definitions.

The following terms, whenever used herein or referred to in this article, shall have the respective meanings assigned to them unless a different meaning clearly appears from the context:

### **BASE RENT**

The rent paid upon initial occupancy plus any percentage increases based upon the Social Security Administration's Annual Cost of Living Adjustment ("COLA").

### **CAPITAL IMPROVEMENT**

An improvement, addition, or contribution that, in considering the nature of the improvement, the extent and cost, the added benefit to the property, and the degree of permanency, results in a substantial change or new benefit to the property. A capital improvement is not ordinary repair or maintenance which merely maintains the property in an efficient operating condition, nor is it a replacement of existing services that have historically been provided to the tenants. It is the type of improvement that provides additional services or convenience to the tenants. A capital improvement enhances the value of the property as compared to the property prior to the improvement or replacement, the value of which is compared as though the property was in efficient operating condition prior to the improvement. If the improvement or replacement merely brings the property back to the same efficient operating condition prior to the improvement, addition or contribution, it is not a capital improvement. In determining whether a particular expenditure is a capital improvement under this definition, the Rent Control Board shall consider the following:

- (A) The nature of the improvement;
- (B) The extent and cost of the improvement;
- (C) The useful life of the improvement;
- (D) Whether an additional service or benefit is provided to the tenants of the mobile home park;
- (E) The degree of permanency of the improvement; and
- (F) Whether the park owner depreciated the cost of the improvement over the useful life of the improvement on its tax return.

~~Any improvement, addition or contribution which materially adds to the value or utility of the property, or appreciably prolongs its useful life, as opposed to a repair which maintains the property in an ordinarily efficient operating condition.~~

### **COMMUNITY-WIDE ISSUE**

An issue or concern within a mobile home park or other discrete rental community negatively impacting over half of the ~~residents~~ tenants of the mobile home park or rental community.

### **COST OF LIVING ADJUSTMENT**

Periodic increase in wages or salaries established by the Social Security Administration to compensate for a loss in purchasing power of money due to inflation.

**GROSS OPERATING INCOME**

Includes not only all rent received from Homesites, but also includes any and all income derived from the continued operation of the development. Also included shall be real estate tax rebates or reductions not passed on to tenants; said rebates or reductions shall be considered operating income in the year received.

**HARDSHIP INCREASE**

The definition of a Hardship Increase is stated under § 173-35.

**HOMESITE**

That parcel of land that is leased to a mobile home owner and that provides all necessary connecting utilities and anchoring systems required by state, county and municipal ordinances.

**INVESTMENT**

Includes the amount of the original cash or equivalent consideration paid upon acquisition, which shall include the principal amount of any purchase money mortgage or mortgages, together with any other additional capital contributed after the date of acquisition.

**LANDLORD**

An owner, subletter, assignee or other person receiving or entitled to receive rent or any agent of a person receiving or entitled to receive rent.

**MUNICIPAL SERVICE FEE**

A fee imposed on manufactured homes installed in a mobile home park for the purpose of reasonable payment for services rendered the owners of the manufactured homes by the Township of Weymouth or any other appropriate taxing authority within the Township of Weymouth established pursuant to an ordinance of the Township of Weymouth.

**NET OPERATING INCOME**

The difference between the gross operating income and the operating expenses.

**REASONABLE AND NECESSARY OPERATING EXPENSES**

All valid expenses incurred by a mobile home park owner that were reasonably necessary for the operation of the park during the period reflected in income computed in accordance with the provisions and limitations of this article. Such expenses shall include taxes and depreciation, and may include, but are not limited to, expenditures for utilities, insurance, maintenance, reasonable repairs, depreciation for capital improvements, taxes, allowances for vacancies and uncollectibles, and depreciation on property.

(A) To the extent income from surcharges reimburses the landlord for the cost or certain items, the surcharges should either be included in gross income and included as an operating expense or be totally disregarded, so that they are excluded from gross income and excluded from operating expenses.

(B) The history of the income and expenses shall be accurately reflected in the application. If any modifications are made, said modifications must be fully and clearly documented.

(C) All expenses and proof of payment of the same must be proved by the submission of the original bills or true copies, for goods or services provided, specifying the goods or services rendered, the amount charged for goods or services, and the addresses or premises benefitted as a result of the goods or services.

## **RENT**

The amount of consideration agreed to between parties whereby, upon payment of a certain sum by the tenant, the landlord allows the tenant the peaceful and quiet enjoyment of the use and occupation of a homesite, common grounds and recreational facilities of the mobile home park for the time period agreed upon in a lease or rental agreement, which lease or rental agreement must be provided to the approved tenant no later than the date of closing on the unit in order to be valid. The rent may be charged on any basis mutually agreed to by landlord and tenant, provided that the monthly rate is no larger than the yearly rate divided by 12 months.

## **RESALE DECONTROL**

Refers to the elimination, termination or modification of any rent previously approved by the Rent Control Board, to the extent allowed and/or limited by any provision of § **173-30**, occasioned by the transfer of any mobile home unit in a mobile home park by a tenant to any other tenant or new tenant.

## **SOCIAL SECURITY ADMINISTRATION**

The United States Social Security Administration, an independent government agency responsible for the social security system.

## **SURCHARGE**

Charge in addition to base rent, as specified by this chapter, payable by the tenant to the landlord. Surcharges are not to be considered part of the base rent when calculating percentage increases based on the Social Security Administration's Annual Cost of Living Adjustment.

## **§ 173-27. Board created; membership; voting.**

- A. There is hereby created within the Township of Weymouth a Rent Control Board whose members shall be residents of the Township of Weymouth, not less than 18 years of age, and who shall hold office for a term of ~~two~~three years from the first day of January in the year of appointment. The members must be citizens and residents of the Township of Weymouth, and may not be tenants or owners of a mobile home park except for the two nonvoting delegates as specified in § **173-27B** below.
- B. The Board shall consist of five voting members and two nonvoting delegates. The delegates shall consist of one designated representative of the landlord of the senior mobile home park(s) and one designated representative of the tenants of the senior mobile home park(s) located within the Township of Weymouth. The members shall be residents living in Weymouth Township who are neither landlords nor tenants. All of the members of said Board shall be appointed by the Township Committee. One of the members shall be appointed by the Township Committee at the time of his or her appointment to serve as Chairperson. The Board shall reorganize annually at its first meeting. All members shall serve without compensation. The Township Committee shall appoint three alternate members to serve in the event that a regular member is unable to serve, is disqualified from serving or is absent from a meeting. The alternate shall have the same qualifications for appointment as members.

- C. All members shall have one vote.
- D. Any member of the Board, including alternate members, shall be subject to removal by the Township Committee for good cause after notice and an opportunity to be heard.
- E. All actions or decisions of the Board shall be taken or rendered upon a majority vote of those present and voting. A quorum shall consist of three members.
- F. The Clerk of the Township of Weymouth shall act and serve as the Secretary to the Weymouth Township Rent Control Board and perform all necessary functions required by the Rent Control Board to carry out and execute the purposes of this Article III.

## § 173-28. Jurisdiction and power of Board.

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

- A. To supply information and assistance to landlords and tenants to help them comply with the provisions of this chapter.
- B. To issue and promulgate such written procedural rules which are deemed necessary to improve the efficiency of administration of this chapter.
- C. To hold hearings and adjudicate objections from tenants regarding increased rent applications and to hear concerns from tenants regarding community-wide issues, as hereinafter provided.
- D. To hold hearings and/or adjudicate applications from landlords for rent increases as herein provided, as well as to consider agreements between the landlord and tenants for increased rents as is set forth in § 173-37, Increase by agreement, of this chapter.
- E. To enforce the provisions of this chapter and to initiate proceedings in the municipal court for willful violations thereof.
- F. To issue subpoenas to compel the attendance of witnesses and the production of books and records in connection with hearings held pursuant to the provisions of this chapter.
- G. The Chairman may administer oaths and take testimony and shall afford both landlord and tenant a reasonable opportunity to be heard before the Board shall render any determination.
- H. The Board shall prescribe and provide all forms for filing an application of complaint under the terms of this chapter.
- I. The Board shall have the power to retain any and all professionals it may require to assist the Board in determining rent increase applications as provided in this article.

## § 173-29. Board hearings and determinations.

- A. The Rent Control Board shall hold hearings and/or make determinations upon applications or objections properly brought before the Board under the provisions of this article. The Board shall ~~not be obligated to~~ hold hearings on applications brought under §§ 173-32 ~~and through 173-35~~ of this chapter, ~~but the Board shall be obligated to make the determinations on all~~

~~requests for increases under all sections of this article~~ at public meetings pursuant to the laws of the State of New Jersey, and in accordance with (§ 173-28(G)) of this Article. The Board will have 60 days from receipt of a complete COLA rental increase (§ 173-32), tax surcharge (§ 173-33), or hardship surcharge (§ 173-35) application to have an open meeting on the ~~increase application~~ and make a determination. The Board shall hold additional meetings, if necessary, in order to hear the complete application and public comment. In the event the Board fails to have a timely meeting following the submission of a complete application, the increase will become effective on the increase's stated effective date. Except as set forth above, no increased rents or surcharges may take effect pursuant to an application until after a Board makes its determination at a public meeting, and then only in accordance with the laws of the State of New Jersey governing landlord-tenant relations. Upon completion of the open meeting, and within twenty-one (21) days thereafter, the Board shall render a written decision which shall include the appropriate findings of fact in conformity with this article. A copy of the Board's decision shall be mailed to the parties in interest by regular mail or delivered by personal service by the Applicant.

A.(1) Upon successful application by the landlord to adjust the rent of tenants or to apply a surcharge based upon the provisions contained in this article, the landlord shall provide an addendum to the lease stating the outcome of the hearing or application and the changes to affected lease terms. The addendum shall also include how to obtain a complete copy of an individual's lease upon request.

- B. The Board shall not be obligated to hear matters that have previously been resolved by the Board, and shall not be obligated to hear matters not brought before the Board in accordance with the provisions of this article.
- C. With the exception of an increase based on § 173-37, Increase by agreement, hereinafter set forth, all applications for increased rents or surcharges must be submitted to the Clerk or Board Secretary if one is appointed, and all application fees must be paid.
- D. The Rent Control Board shall hold hearings and/or make determinations upon applications or complaints properly brought before the Rent Control Board under the provisions of this article after they have been considered by the Rent Control Board Accountant/Auditor and the Accountant/Auditor has made recommendations thereon. ~~The Rent Control Board shall not be obligated to hear public comment on landlords' requests for COLA increases, or for governmentally mandated expense surcharges, unless said increases are challenged due to a mathematical or calculation error. All determinations of the Rent Control Board regarding COLA increases shall be made at a public meeting with proper notice being provided by the landlord as mandated by this article.~~
- E. It shall be the responsibility of the applicant to inform the tenants of the time, date and place of the meeting of the Board, by certified mail, return receipt requested, personal service, or by certificate of mailing, in addition to physically posting a copy of the notice on the community billboard within the clubhouse of the community. The landlord shall provide the tenants with access to copies of any application.
- F. As part of the application for increases or surcharges under §§ 173-32 ~~and through 173-335~~ of this chapter, the landlord shall provide the tenants with notice of the present rent, the proposed rent increase or surcharge, the basis for the ~~rent rent~~ increase or surcharge, and the proposed effective date, ~~of the rent increase~~. Tenants who have objections to any application for a rent increase or surcharge may must file it in writing within ~~30~~24 days of the landlord filing the ~~rent increase application in order to allow the Rent Control Board to prepare for potential comments at the open meeting.~~ An individual who has filed an objection is not required to comment at the

open meeting. The filing of objections will permit Board members to ascertain the scope of the issue to be presented. Individuals who have not filed objections will still be permitted to comment at the open meeting. However, individuals who filed written objections will be given priority. For §§ 173-32 and 173-33 a tenant may only object to the mathematical calculation.

Notice must state:

~~“IF YOU DO NOT FILE A WRITTEN OBJECTION REGARDING MATHEMATICAL ERRORS IN THIS APPLICATION WITH THE SECRETARY OF THE WEYMOUTH TOWNSHIP RENT CONTROL BOARD WITHIN 21-30 DAYS FROM THE DATE YOU RECEIVE THIS NOTICE OR DO NOT APPEAR AT THE SCHEDULED HEARING, AND WRITTEN OBJECTIONS OF 15% OR MORE OF THE RENTAL UNITS AFFECTED BY THE APPLICATION FOR THE RENT INCREASE ARE SIMILARLY NOT FILED WITH THE SECRETARY OR THE WEYMOUTH TOWNSHIP RENT CONTROL BOARD WITHIN SAID TWENTY-ONE-DAY PERIOD AND THE TOWNSHIP RENT CONTROL BOARD MAKES THE DETERMINATION THAT THE CALCULATIONS SUPPORTING THE INCREASE ARE CORRECT IS PROPER, AND THE APPLICATION OTHERWISE COMPLIES WITH THE PROVISIONS OF THIS ORDINANCE, THE INCREASES OR SURCHARGES MAY AUTOMATICALLY BE GRANTED.” AND YOU MAY NOT HAVE THE OPPORTUNITY TO PRESENT TESTIMONY TO THE BOARD.”~~

G. As part of the application for ~~an increase~~ a surcharge pursuant to §§ ~~173-355 or through 173-36~~ of this article, the landlord shall file with the Board the following books and records, all certified to be true and correct by the applicant or the applicant's accountant: profit and loss statements; balance sheet; statement of retained earnings; statement of changes in financial position. The Board shall make the books and records available for inspection by the tenant of the affected dwellings and/or his or her duly authorized representatives. No application shall be deemed complete until these books and records are filed with the Board.

H.G. No application will be heard unless the applicant complies with the Uniform Construction Code and Building Code inspection for health and safety, and taxes must be paid current. If an applicant is required to maintain a license for the rental of units which is to renew annually, no application will be deemed complete or heard until said license is renewed. Certification of compliance with the foregoing must be given to the Township Clerk by the applicant. In addition, the Township Clerk shall certify that the applicant has complied with the Uniform Construction Code; and the Department of Inspections, that all taxes are current for the property which is the subject of the application and that the applicant's license has been renewed. If all items required to be completed prior to the license issuing cannot be completed, the landlord can post a cash bond in an amount to be determined by the Township Engineer in order for the license not to be held up. In addition, the engineer will be accompanied by a landlord's employee when on site. When fire hydrant inspections are done, the landlord will allow an authorized representative of the Dorothy Volunteer Fire Company to accompany the vendor. No application shall be deemed complete until the Clerk's certification is filed with the Board and/or a bond is posted to cover incomplete items.

H.H. Notwithstanding what is otherwise set forth in this article, nothing herein contained shall limit the lawful authority of the Board to determine the accuracy of all calculations submitted by the landlord, or otherwise determine the accuracy of all calculations submitted by the landlord, or otherwise determine the reasonableness or conscionability of all applications for increases or surcharges under any provision of this chapter, which shall be applied so as to provide the landlord with a fair just and reasonable return ~~on investment as measured against comparable real estate investments with comparable risks~~ in accordance with § 173-36.

J. I. If either of the nonvoting delegates of the Rent Control Board wishes to discuss community-wide issues before the Rent Control Board, the delegate must contact the Chairman of the Board to request a meeting. The Chairman may then call a meeting of the entire Board. The Board Secretary will issue a public notice of any such meeting in accordance with § 173-39 of this chapter.

## § 173-30. ~~Rent increases restricted~~ Resale Decontrol.

- A. When the landlord applies for an increase under § 173-32, the landlord shall set a new resale decontrol rent, which shall be charged to incoming tenants until changed subject to the following limitations: The resale decontrol rent will be established by the landlord and must be approved by the Rent Control Board following a public hearing. The landlord shall support his or her proposed resale decontrol rent through the submission to the Rent Control Board of a market study prepared by a real estate expert. While new homes are still being sold, the initial rent charged by the landlord for new homes being sold shall be the decontrolled rent subject to the provisions of this article. Homes that are owned by the landlord are subject to resale decontrol upon sale. The death of a tenant, standing alone, shall not constitute a transfer for purposes of this section. However, once the deceased tenant's estate sells or transfers the unit to a person who is not on the lease, that will qualify as a transfer for purposes of this section. Any tenant who objects to the resale decontrol rent may have a market study prepared by a real estate expert, and said study shall be presented to the Rent Control Board as an application, with written notice to the landlord. The landlord shall have 30 days to obtain his or her own market study, and the Rent Control Board shall rule on the decontrol amount based on the testimony of the experts. Any tenant living on the property as of the date this article is adopted and takes effect will be subject to a limit on resale decontrol as follows:
- (1) For tenants living in the property as of ~~the date this article is adopted and takes effect~~ March 15, 2017, there will be no resale decontrol on the first transfer for 20 years.
  - (2) If a transfer occurs during those 20 years, the rent for property will be decontrolled on the next transfer to fair market rent or a cap of the rent currently charged plus 50%, whichever is less; each subsequent transfer is capped at the current rent charged plus 25% further capped at the fair market rent that has been established.
- B. For any tenant who moves in after the date this article is adopted and takes effect, the resale decontrol rent shall be the fair market rent established by the landlord.
- C. The landlord of housing space or a dwelling being rented for the first time shall charge the decontrolled rent. Any subsequent rent increases, or surcharges except for resale decontrol, however, shall be subject to the provisions of this article.
- D. The Board shall not hear more than one application for a rent increase or increases in any twelve-month period except for an application for a real estate tax increase, which can be submitted separately by the landlord.

## § 173-31. Standard maintained.

- A. During the term of this article, the landlord shall maintain the same standards of service, including but not limited to maintenance, utilities, recreation facilities, furnishings, equipment, bus service, off-street parking and amenities in the housing space and dwelling as he provided or was required to do by law, ordinance, or lease at the date the lease was entered into. Any



willful violation hereof shall subject the landlord to punishment under § 173-28 of this article.

- B. Any individual tenant or class of tenants not receiving substantially the same standards as aforesaid may apply to the Rent Control Board to determine the reasonable rental value as the Board may fix as full payment of rent until the landlord shall demonstrate to the Board that such deficiency has been corrected.
- C. During the term of this article, an applicant must pay and keep current all real estate taxes, municipal service fees and costs and fees due to the Township municipal utilities authority prior to being entitled to relief in accordance with any decisions rendered by the Board pursuant to this chapter.
- D. A landlord shall only be entitled to a surcharge pursuant to § 173-35 (hardship) provided herein if the landlord maintains the property in accordance with this Article and the other ordinances of the Township, or state codes providing for the construction, health, maintenance, or zoning of said property without substantial decrease of any essential services.
- E. Where the mobile home park or any part thereof is manufactured, constructed, or installed in violation of municipal ordinances/codes and where such violation adversely affects habitability, any affected tenant(s) may apply to the Board for a reasonable reduction in rent commensurate with any such effect on habitability, whereupon the Board shall duly notify the landlord and schedule the matter for a hearing. If, as a result of such a hearing, the Board determines that a violation of a municipal ordinance/code exists, and that such violation affects habitability, it may grant a reasonable reduction in rent to the affected tenant(s). The reduced rent will remain in effect until the landlord corrects said violation(s). If a condition exists which would adversely affect the habitability of the unit and said condition is a result of the tenant's actions or omissions, the cost of restoration and repairs shall be borne directly by the tenant.
  - G-(1) During the time period between when the affected tenant applies to the Rent Control Board and when the Board makes a determination on the issue, all funds in dispute shall be placed into an escrow account.

## § 173-32. Increase based upon adjustments made in social security payments.

- A. In addition to other increases, a landlord shall be entitled to one COLA rental increase annually under the terms of this article. The rental increase must be requested by the landlord and shall take effect after the Board renders a determination concerning the application. The monthly rent increase as determined by the Rent Control Board shall be 100% of the percentage increase in social security payments established by the Social Security Administration in its most recently issued cost of living adjustment announcement unless the COLA in a given year meets or exceeds 5%, in which case the Rent Control Board shall have the discretion to approve a COLA rental increase that is less than the full COLA for that given year, but not less than the 5% increase.
- B. The landlord must make the application for the social security adjustment increase in accordance with § 173-29 of this article. The Board shall conduct a hearing and ~~may~~ hear testimony concerning the increase ~~if objections are submitted to the Board in writing pursuant to § 173-29 of this article.~~
- C. Any landlord seeking an increase pursuant to the social security adjustment of this chapter shall

notify the tenant, by certified mail, return receipt requested, or by personal service, or by certificate of mailing, in addition to physically posting a copy of the notice on the community billboard within the clubhouse of the community of the calculations involved in computing the increase, including the social security adjustment of the preceding year and the additional rent which would be allowable if the application is approved by the Board.

## § 173-33. Tax surcharge.

- A. A landlord shall be entitled to apply to the Rent Control Board for a ~~rent tax~~ surcharge for any and all increase in real property taxes. Any landlord seeking a surcharge for real property taxes shall notify the tenants by certified mail, personal service, or by certificate of mailing at least 30 days prior to the date of which said increase is to be effective of the calculations involved, including the property tax for the mobile home park for the previous year, and the increase in the present property tax over the tax for the previous year divided by the total number of mobile home spaces in the mobile home park. The tax surcharge each tenant is liable for shall be paid in 12 monthly installments and shall continue unless and until the tax being charged is modified. A tax surcharge that is a pass-through under this section shall not be considered an increase in base rent.
- B. Tax appeals. In the event a real property tax appeal is taken by the landlord and the landlord is successful in said appeal and the taxes reduced, the landlord shall promptly begin charging tenants the new tax rate as a result of the appeal. ~~†~~ The tenants involved shall, for the tax year concerned, receive 50% of said tax reduction after the landlord's costs of securing said tax reduction have been deducted. The landlord shall receive the remaining benefit of the reduced taxes. Thereafter, in succeeding years, the benefit of such successful tax appeal shall be divided ~~70/30~~ 50/50 between the tenants and the landlord, respectively, until the affected properties are reassessed or until five (5) years have passed, whichever comes first.
- C. Any such successful landlord shall notify the tenants by certified mail, personal service, or by certificate of mailing within 30 days after the receipt of the final judgment of the calculations involved, including an itemization of the costs of securing said reduction and the reduction each tenant is entitled to, which reduction shall be determined by multiplying .50 times the difference between the amount of said reduction and the landlord's costs of securing said reduction and dividing the amount thus obtained by the total number of ~~occupied~~ mobile home spaces in the mobile home park.

## ~~§ 173-34. Capital improvement surcharge.~~

- ~~A. Definitions. As used in this section, the following terms shall have the meanings indicated:~~

### ~~CAPITAL IMPROVEMENT~~

~~Improvements resulting from capital expenditures as defined by the United States Internal Revenue Service under the current applicable tax code and regulations. Consistent with the Internal Revenue Code and Regulations, expenditures for repairs and maintenance are not capital improvements.~~

- ~~B. A landlord may seek a surcharge for capital improvements for the rented mobile home space for the mobile home park. The capital improvement surcharge shall be calculated per lot by~~

~~dividing the total surcharge by the total number of mobile home spaces in the community.~~

~~G. In order to qualify for a capital improvement surcharge, the landlord must apply for the surcharge within 18 months of the completion of the capital improvement.~~

~~—~~

~~D. Any landlord seeking a capital improvement surcharge shall file with the Township Clerk and Rent Control Board Secretary an application, which shall include a schedule indicating the calculations involved in computing the capital improvement, the number of years of useful life of the improvement or services, the average annual cost of said improvement or services, including debt service, the total number of affected mobile home spaces, together with the calculations predicated upon the formula above.~~

~~E. The surcharge for capital improvements shall be continued until the Rent Control Board determines that the cost therefor has been recovered or until the improvement shall cease to benefit the tenants, but in no case longer than the number of years of its useful life used to measure the capital improvement increase approved by the Board. An affected tenant shall be entitled to apply to the Rent Control Board for a reduction in the surcharge in the event of full recovery by the landlord.~~

~~F. The landlord shall provide tenants notice of applications for capital improvement surcharges in accordance with this article.~~

~~G. The Rent Control Board shall process, hear and determine the matter of capital improvement surcharges in accordance with this article.~~

~~H. In the event of a capital improvement request, the landlord must provide all bills, proof of payment, and contracts for said capital improvement.~~

~~(I)~~

~~I. —~~

## § 173-35. Hardship surcharge.

~~A. It is expressly recognized that an efficient landlord is entitled to a just and reasonable rate of return from their property. To that end, a landlord is permitted to make application to the Board for a hardship surcharge on the basis that rents allowed by this article prevent the landlord from receiving a just and reasonable rate of return. Such hardship surcharge shall be based upon the formula set forth in this provision to the extent this formula permits a just and reasonable return. Upon application duly made pursuant to the requirements of this article, the Board may grant a hardship surcharge upon the owner's showing that his reasonable and necessary operating expenses for the last full fiscal year exceeded 60% of his gross maximized annual income (60/40 rule). If the Board is satisfied that such a showing has been established, then the Board may grant a hardship surcharge sufficient to restore reasonable and necessary operating expenses to 60% of the gross maximized annual income. A landlord may apply to the Rent Control Board of the Township of Weymouth for a hardship surcharge when the present rents are insufficient to cover the cost of mortgage payments, normal repair and maintenance, local taxes, current operating expenses or for other special hardships. A reasonable profit shall be included in the surcharge. The reasonable profit on the surcharge shall be considered part of the landlord's reasonable rate of return as is set forth in § 173-36~~

~~of this chapter.~~

~~A.~~

~~B. Application Requirements. In any application under this section, the owner shall, in addition to those requirements mandated by other sections of this article, specifically certify that:~~

~~(1) The owner is an efficient operator of the development.~~

~~(2) The development is in a safe, sanitary, and habitable condition.~~

~~(3) The owner is in full compliance with all state and local laws pertaining to tenants' rights.~~

~~C. The owner shall make written application to the Board and shall further certify that the landlord is not earning a just and reasonable return pursuant to the formula set forth herein. The application shall be on the accrual basis and shall include the amount of increase and percentage of increase requested, together with detailed statements of income and expenses for the past three complete fiscal years, and must be filed within 90 days of the close of the last fiscal year included in the application. The detailed statements must include the costs of mortgage payments on the affected plots (including amortization), taxes thereon, the cost of current operating and maintenance expenses, and any other additional relevant financial information utilized in such computation.~~

~~(1) Other information required to be included in the application includes: (1) The name and address of the applicant; (2) The address, lot and block number of the affected premises; and (3) A description of the premises including the number of affected units, the names of the tenants, the present rent for each unit, and the date of the commencement of the occupancy of all present tenants.~~

~~D. At the time of the application, the landlord shall notify all tenants affected that an application is being made. The landlord shall notify the tenants by certified mail, a certificate of mailing, in addition to posting a copy of the notice on the community billboard within the clubhouse of the community or personal service of the proposed application and of the calculations and information contained in the aforesaid schedule. If at any time during the course of consideration of a surcharge pursuant to the provision of this section the Board shall determine that a landlord is not in substantial compliance with any or all of the above requirements, the Board may temporarily withhold further consideration of the application until such time as the landlord has corrected any such deficiency.~~

~~E. Surcharges authorized under this section shall be based only on financial information of the development for the fiscal year which ended immediately prior to the date of application under this section. Losses carried over from prior years or unrealized income for prior years shall not be included in computing income under this section, except for second year or subsequent year losses incurred as a result of rental agreements exceeding one year. Costs attributable to multiple communities shall be apportioned to reflect the cost basis attributable to the affected community only.~~

~~F. Except for second year or subsequent year losses incurred as a result of rental agreements exceeding one year, no hardship surcharge may be obtained by an owner under any provision of this section to cover operating losses resulting from the failure of the owner to either apply for or obtain a surcharge under this section. The failure of the owner to either apply for or obtain~~

a surcharge within three months of the close of the fiscal year in which the operating losses are incurred or in which the reasonable rate of return is not realized or the owner's charging of such insufficient rents during the fiscal year shall be deemed a waiver of the owner's right to such surcharge.

~~B. Any landlord seeking a hardship surcharge shall file with the Rent Control Board an application therefor, together with the appropriate fee and a schedule indicating the calculations involved in computing the hardship surcharges, including the costs of mortgage payments on the affected dwelling (including amortization), taxes thereon, the cost of current operating and maintenance expenses and any other additional relevant financial information utilized in such computation. Upon filing said application, the landlord shall notify each tenant affected by certified mail, certificate of mailing, in addition to physically posting a copy of the notice on the community billboard within the clubhouse of the community or personal service of the proposed application and of the calculations and information contained in the aforesaid schedule. The notice required above may be given at the same time as the notice of the hearing as set forth in this chapter.~~

G. The Rent Control Board shall process, hear and determine the matter of a hardship surcharge in accordance with § 173-29 of this chapter.

~~C. H.~~ The cost of expanding or enlarging the mobile home park or a section thereof shall not be borne by the tenants or utilized in computing hardship surcharges under this section.

~~D. An increase pursuant to the hardship surcharge section of this chapter shall be considered as an increase in base rents, unless otherwise indicated by the Board when it makes its determination.~~

## § 173-36. Rate of return.

The landlord is entitled to a fair-just and reasonable rate of return. The landlord has a reasonable rate of return when their reasonable and necessary operating expenses do not exceed 60% of their gross maximized annual income. Operating expenses are defined under § 173-26. ~~The rate to be applied by the landlord, when computing a rate of return, shall be equal to the rate of return for comparable real estate investments with comparable risks.~~

## § 173-37. Increase by agreement.

A. The landlord and the tenants may effectuate rent increases by agreement. The agreement must be in writing and signed by the landlord and signed by tenants representing 75%, plus one, of the rental units affected by the rent increase. The written agreement must contain the following information:

- (1) The old rent.
- (2) The new rent.
- (3) The effective date of the new rent.
- (4) The amount of increase.

B. Landlords seeking a rent increase pursuant to this article shall not be obligated to file an

application with the Board pursuant to § **173-29** of this article, submit a report from the Office of the Township Construction Code Official, or file with the Board the documents required in § **173-29H** of this article.

- C. No increase pursuant to this article may take effect until the Board makes a final determination concerning the agreement at a public meeting. A copy of the proposed agreement must be submitted to the Board at least 30 days prior to the proposed effective date of the increase. Upon receipt of said agreement, the Board Secretary shall schedule a date for the Board to consider the agreement. Once the date has been set, the landlord must notify all of the tenants whose rental units are to be affected by the rental increase of the date of the meeting, and at the same time provide the tenants with a copy of the proposed agreement. Said notification must be by certified mail, return receipt requested, personal service, or certificate of mailing, in addition to physically posting a copy of the notice on the community billboard within the clubhouse of the community or by personal service. Said rent increase shall be approved upon proof of agreement being accepted by 75% plus one of the affected tenants.
- D. At the time the Board meets to consider the proposed agreement, the Board may, at its sole discretion, take testimony concerning the proposed agreement. The decision of whether or not to approve the proposed agreement shall remain solely with the Board who shall also have the authority to modify the agreement as it deems necessary.
- E. The requirements of § **173-30C** of this article shall remain applicable to an increase pursuant to this chapter.

## § 173-38. Fees.

There is hereby established the following fee/escrow for complaints and applications to the Rent Control Board, which shall be payable to the Township Clerk of the Township of Weymouth:

- A. Any landlord applying for an increase in rents shall pay a nonrefundable fee of \$500 per application. In addition, any landlord applying for an increase in rents shall pay an escrow fee of \$1,000 per application to be held in escrow by the Treasurer of the Township of Weymouth from which the Township's legal, professional, accounting and administrative costs and expenses incurred as a result of the application shall be paid. If the billings by the Township exceed the amount placed in escrow, the landlord shall be responsible for the difference as a condition of any decision rendered by the Township's Rent Control Board. Any unused portion of the escrow fee shall be returned to the landlord.
- B. Applicants shall pay directly to the court reporter requested to attend that evening such costs and fees as are set by the court reporter's office.

## § 173-39. Notices.

- A. Within 30 days from the date the completed application by the landlord is received by the Secretary of the Rent Control Board, the Secretary shall notify the landlord in writing of the time and place of a hearing. The landlord shall immediately thereafter serve upon each affected tenant personally or by certified mail, return receipt requested, or certificate of mailing, in addition to physically posting a copy of the notice on the community billboard within the

clubhouse of the community a notice on the time and place for the hearing. Prior to the hearing, the landlord shall file with the Rent Control Board proof of mailing or proof of service of said notice.

- B. After the Board makes a determination concerning the landlord's application, the Board shall notify the landlord, in writing, of its determination. The landlord shall be responsible for notifying the affected tenants of the increased rents in the manner prescribed by the laws of the State of New Jersey governing landlord-tenant relations.

## § 173-40. Violations and penalties.

- A. Any violation of the provisions of this article, including but not limited to the willful filing with the Rent Control Board of any material misstatement of fact, shall be punishable as provided in Chapter 1, General Provisions, Article III.
- B. A violation affecting more than one leaseholder shall be considered a separate violation as to each leasehold.

## § 173-41. Lease waivers void.

Any provisions of a lease or other agreement whereby any provision of this article is waived shall be deemed against public policy and shall be void, provided that a landlord and tenant may contract to fix rent increases at amounts less than those allowed by the provisions of this article.

## § 173-50. Severability.

Each section, subsection, sentence, clause, and phrase of this Chapter of the Weymouth Township Code is declared to be an independent section, subsection, sentence, clause, and phrase, and finding or holding any such portion of this Chapter to be unconstitutional, void, or ineffective for any cause or reason shall not affect any other portion of this Chapter.

2. **Severability.**

If any Article, section, subdivision, sentence, clause or phrase of this Ordinance shall be held to be invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

3. **Repealer; Exception.**

All Ordinances or parts thereof or Resolutions inconsistent with the provisions of this Ordinance are hereby repealed to the extent of their inconsistency. Nothing in this Ordinance, however, shall affect the rights and tenure of any elected official.

4. **When Effective.**

This Ordinance shall take effect immediately following its advertisement, public hearing and adoption in accordance with the law.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WEYMOUTH, IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY, HELD ON FEBRUARY 7, 2024, AND WAS CONSIDERED FOR FINAL PASSAGE DURING A PUBLIC HEARING AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE HELD IN THE WEYMOUTH TOWNSHIP ELEMENTARY SCHOOL, IN SAID TOWNSHIP, ON MARCH 20, 2024.

Attest: \_\_\_\_\_

**Judson Moore, Temporary Acting Township Clerk**

**DATED: March 20, 2024**