TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2026-32

REPEALING CHAPTER 402 "RENT CONTROL" IN ITS ENTIRETY AND ESTABLISHING A NEW CHAPTER 402 "RENTAL REGULATIONS"

BE IT ORDAINED, by the Township Council of the Township of Verona, County of Essex, New Jersey as follows:

SECTION 1. Chapter 402 (Rent Control) of the Code of the Township of Verona is hereby repealed in its entirety.

SECTION 2. There is hereby established a new Chapter 402 (Rental Regulations) of the Code of the Township of Verona to read as follows:

ARTICLE I RENT CONTROL

§ 402-1. Applicability; exceptions
§ 402-2. Definitions
§ 402-11. Rent Control Board
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§ 402-41. Maintenance of services
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§ 402-1 Applicability; exceptions.

A. Applicability. The terms of this article apply to individual residential dwelling units within all buildings classified by the assessor as Class 4A (Commercial Property), Class 4B (Industrial Property), and 4C (Apartments), rather than to an individual tenant occupying a dwelling unit. An agreement for occupancy of the dwelling unit shall not circumvent the application of this article by titling the agreement as other than a lease, such as, but not limited to a "use and occupancy agreement."

B. Exceptions. This article shall not apply to:
   (1) Dwelling units in buildings with less than four individual residential dwelling units.
   (2) Dwelling units which are landlord-occupied or which are permanently occupied by a member of the immediate family of the landlord of that building, however said units are still subject to comply with the registration requirements of this article.
   (3) Dwelling units for which the amount of rent is determined as a function of household income by a government program.
   (4) Motels, hotels and similar-type buildings intended for transient use; floor space used strictly for commercial purposes in any type building, including state-licensed rooming houses.
   (5) Dwelling units rented for the first time after the adoption of this article are exempt, and the initial rent may be determined by the landlord, but all subsequent rents shall be subject to the provisions of this article.
   (6) Dwelling units exempted by state or federal law.

C. Establishment of base rent.

(1) For all dwelling units previously subject to rent control, base rent shall be the rent charged as of the effective date of this Ordinance.
(2) For all dwelling units subject to rent control for the first time after the adoption of this Ordinance, base rent shall be the rents established by landlords and tenants on June 1 following the effective date of this Ordinance.
(3) Any subsequent permitted increase which by its terms becomes part of the base rent, shall represent the base rent from which permitted increases are calculated.

D. Tenure of rent control. This article shall be reviewed by the governing body after 5 years to determine whether rent control legislation should be continued, modified or repealed.

§ 402-2 Definitions.
As used in this article, the following terms shall have the meanings indicated:

BASE RENT
The amount charged for the dwelling unit rented, and any related services and equipment involved, whether such includes the use of the basement, parking space(s), garage, clotheslines, washing utilities, heat, hot water, garbage removal, repairs, maintenance and the like, and the base rent and charge(s) included in the tenant's lease/rental agreement.

BOARD
The Rent Control Board.

BUILDING
Any building or structure, or part thereof, used for human habitation, use, or occupancy and includes any accessory buildings and appurtenances belonging thereto or usually enjoyed therewith.

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

CONSUMER PRICE INDEX
The consumer price index (all items, base year 1967 = 100) for wage earners and clerical workers (CPI-W) for the region of the United States of which the Township is a part, published periodically by the United States Department of Labor, Bureau of Labor Statistics.

DWELLING
Any building or structure or party thereof containing one or more dwelling units.[1]

DWELLING UNIT
Any room or group of rooms or any part thereof located within a [dwelling] and forming a single habitable unit with facilities which are used, or designated to be used for living, sleeping, cooking and eating.[2]

JUDICIALLY MANDATED EVICTION
That the landlord recovered possession of a dwelling or dwelling unit for one of the reasons and in accord with the procedures set forth in *N.J.S.A. 2A:18-61.1*, as amended. Removal of a tenant due to a change in ownership is not permissible unless said removal is done in accordance with *N.J.S.A. 2A:18-61.1.*

LANDLORD
The person(s) who owns or purports to own any building, structure or complex of buildings or structures in which there is rented or offered for rent dwelling units for living or dwelling purposes under either a written or an oral lease.

[1] N.J.A.C. 5:28-1.2
[2] N.J.A.C. 5:28-1.2

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

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

MAJOR CAPITAL IMPROVEMENT
A permanent improvement that is reasonably expected to last more than three years. The improvement must benefit the dwelling and must be subject to an allowance for depreciation under federal income tax provisions, but the Rent Control Board, taking all factors into consideration, will make the ultimate determination. Capital improvements shall include but not be limited to new construction relating to the dwelling, new bath fixtures, kitchen cabinets, kitchen fixtures, air-conditioning installation, heating system installation, electrical rewiring, electrical outlets, and replacement of doors, windows or other fixtures. Incidental repairs which are defined as expenditures that keep property in an ordinarily efficient operating condition and do not add to its value or appreciably prolong its useful life shall not be deemed capital improvements under this article.

MONTHLY MAINTENANCE CHARGE
The annual maintenance costs divided by 12.

RENT INCREASE, DECREASE OR ADJUSTMENT
The notice forwarded by the landlord to the tenant, or by the tenant to the landlord, by letter or in any other form, setting forth the proposed amount of rent increase, rent decrease or other rent adjustment. Each such notice shall state in detail the reasons justifying or requiring the rent increase, rent decrease or other rent adjustment. Each notice shall also include a notice on how to file an appeal of said increase, decrease or adjustment with the Rent Control Board.

SECRETARY
The Rent Control Board Secretary.

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

§ 402-3 through § 402-10 (Reserved).

§ 402-11 Rent Control Board.

A. Established. A Rent Control Board (the "Board") is established in the Township of Verona.

B. Composition; terms.
   (1) The Board shall consist of five members who shall be appointed by the Township Council. For reasons of continuity and in the best interests of the public, the terms of the first members appointed pursuant to this subsection shall be staggered terms of one-, two-, three-, and four-year term appointments, with two members receiving four-year terms. Thereafter the term of office of the members of the Board shall be for four years each.
   (2) Members of the Board shall serve without compensation.

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

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

(1) To issue and promulgate such rules and regulations as it deems necessary to implement the purpose of this article, including, but not limited to, the use of subpoenas, which rules and regulations shall have the force of law until revised, repealed or amended, providing that such rules are filed with the Township Clerk.
(2) To supply information and assistance to landlords and tenants to help them comply with the provisions of this article.
(3) To hold hearings and adjudicate applications from landlords for rent increases or adjustments, as herein provided.
(4) To hold hearings and adjudicate applications from tenants for rent adjustments or reductions, as herein provided.
(5) To hear and adjudicate appeals from determinations of the Rent Control Administrator.
(6) To approve and accept a settlement or other agreement on the subject matter of a dispute between a landlord and tenant.
(7) To require a landlord to produce for examination his/her books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require in connection with any application, hearing, proceeding or purpose, as set forth herein.
(8) The Rent Control Board, upon an application by a landlord or tenant or upon its own motion, may set a date for a hearing, consider proofs and grant, deny, modify or otherwise adjust all rentals, by increasing or decreasing same, and the Board may make such determinations as to conditions, services, equipment, terms and related matters pertaining to rentals and controlled premises as may be warranted within the intent and purview of this article and applicable state laws.

E. Quorums. A quorum for hearing shall consist of three members and a majority of those present shall be authorized to issue orders pursuant to and consistent with the powers and functions of the Board.

F. Reporting. The Board shall provide a quarterly report to the Township Council summarizing all actions, determinations, and investigations undertaken during the previous quarter.

§ 402-12 Board staff.

A. Rent Control Administrator; duties.
(1) Position created. There is hereby created the position of Rent Control Administrator, to be appointed by the Manager.
(2) Duties. The duties of the Rent Control Administrator shall be as follows:
(a) To obtain, keep and maintain all relevant records and other data and information.
(b) To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this article.
(c) To ensure compliance by the landlord and tenants with the provisions of this article.
(d) To remedy violations of this article by ordering rebates and increases and bring appropriate legal charges as provided by this article.
(e) To accept, process, investigate and determine complaints from tenants of illegal rental increases.
(f) To accept, process, review and investigate applications from landlords for rental increases or surcharges under the hardship increase or capital improvement recovery sections of this article.
(g) To coordinate and supervise all staff associated with the operation of this article.
(h) To attend all meetings of the Rent Control Board.
(i) To perform such other duties as the Rent Control Board may specifically direct and as allowed by this article.
(3) Determination. Any determination of the Rent Control Administrator under this section or such duties as may be delegated to him/her by the

Rent Control Board, by regulation, will be rendered by the officer, in writing.

(4) Appeal.

(a) Any person aggrieved by a determination of the Rent Control Administrator may file an appeal to the Rent Control Office and copy the Rent Board Attorney and Township Manager. . An appeal shall be filed no later than 30 calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this article.

(b) Upon receipt of the appeal setting forth in detail the grounds for the appeal and the required fee, the matter shall be placed upon the Rent Control Board agenda at the earliest convenient date for determination. During the pendency of the appeal, the rent for the subject dwelling unit shall be the rent as established by the Rent Control Administrator.

(c) If the person aggrieved by determination of the Rent Control Administrator is represented by legal counsel, the rent board attorney may negotiate a settlement of the terms. Any settlement negotiated by the rent board attorney shall be subject to the approval of the Rent Control Board at a regularly-scheduled or special meeting of the Board.

(5) Reporting.

(a) The Rent Control Administrator shall provide a quarterly report to the Board summarizing all actions, determinations, and investigations undertaken during the previous quarter.

B. Board Secretary, appointment.

a. Position created. There is hereby created the position of Board Secretary to the Rent Control Board, to be appointed by the Manager.

C. Board Attorney, appointment

a. Position created. There is hereby created the position of Rent Control Board Attorney, to be appointed by the Council for a one-year term under such form of retainer agreement as the Council may approve. Candidates for Rent Control Board Attorney shall be recommended to the Township Council by the Township Attorney. The one-year term will rollover to consecutive years if a new appointment is not made.

b. Duties. The duties of the Rent Control Board Attorney shall be as follows:

i. Shall advise the Rent Control Administrator and Board on interpretation of all aspects of this article.

ii. Shall advise the Rent Control Administrator and Board in order to ensure that a full, fair and balanced record of the rent control hearings shall be made and that all competent evidence shall be presented and tested as to its relevancy, competency, materiality and credibility, so that the Council and any appellate tribunal will have the benefit of a fully developed record of the proceedings.

iii. Shall attend all meetings of the Rent Control Board.

§ 402-13 Professional services.

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

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

C. Escrow funds. The applicant shall forthwith deposit such funds in an escrow

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

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

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

§ 402-14 through § 402-20 (Reserved).

§ 402-21 Permitted increases.

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

B. Annual increases for covered dwelling units.

(1) The maximum permissible annual rent increase on lease renewal is the change in the CPI figure as determined below OR 3.0%, whichever is greater. The CPI is posted by October 1st of each year on the Township's webpage.

The CPI change is calculated by using the Consumer Price Index (Urban Wage Earners and Clerical Workers CPI-W) Raw Data chart of the Bureau of Labor Statistics. The 12-month average of indices from September through August of the prior year will be compared to the 12-month average of indices from September through August of the current year. The percentage difference between these two numbers will be the allowable increase for all lease renewals in the upcoming calendar year. A link to the Bureau of Labor Statistics Consumer Price Index Chart and the release dates can be found the Township's website.

(a) For those lease agreements that commence prior to the adoption of this ordinance, landlords and tenants shall follow the current provisions of Chapter 402 Rent Regulation of the code of the Township of Verona. Any renewals or new lease agreements shall conform to the provisions herein.

(2) Exception for qualified seniors or disabled tenants. For dwelling units in which at least one tenant is a minimum of 62 years of age or is receiving social security disability benefits, the maximum annual permissible rent increase shall be equal to the consumer price index as defined in section (1) or 3%, whichever is LESS.

(3) The first annual rent increase after the adoption of this article shall occur no sooner than 12 months after the last rental increase permitted by Ordinance.

(4) No landlord shall request or receive any increase in rental payments from any tenant more often than once in any period of 12 consecutive months with the exception of an increase permitted pursuant to §402-21(C) or §402-

21(D).

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

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

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

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

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

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

(b) A list of all present owners of the property.

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

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

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

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

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

(8) The Board shall render a decision on a hardship application within45 days of the conclusion of the hearing before the Board. Failure of the Board to render its decision within the time period, absent consent of the landlord, shall result in the application being deemed granted.

(9) A hardship increase shall become part of the base rent.

D. Major capital improvement or additional services surcharge.

(1) Application; notice.

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

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

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

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

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

(5) Time for application. No major capital improvement application shall be considered or granted by the Board for work completed more than one year before the date of filing of a request for a letter of code compliance from the appropriate Township department.

(6) Finding of improvement; apportionment of surcharge. Upon determination that the proposed improvement is a major capital improvement or that that the proposed service is a major additional service not formerly provided to the affected tenant or tenants, the Board may grant a surcharge based upon the cost of the major capital improvement or major additional service. These costs shall include reasonable interest thereon. Any surcharge granted by the Board shall be fairly apportioned among the affected dwelling units based on the size of the dwelling units and the benefit of the improvement to each dwelling unit. If any such surcharge is granted, it shall not be considered a part of base rent and shall not be included in calculating the annual rent increases allowable under § 402-21. A surcharge for a major capital improvement shall expire at such time as the cost of the capital improvement plus reasonable interest have been covered by the surcharge, which shall be determined by the Board as part of its decision. A surcharge for additional services shall remain in effect as long as the services are provided.

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

(8) Protected tenancy status.

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

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

surcharge shall be granted.

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

E. In the event that a tax appeal is taken by the landlord and the landlord is successful in the appeal and the taxes reduced, the tenant(s) shall receive 100% of the reduction as applied to its (their) proportionate share of the taxes, after deducting all reasonable expenses incurred by the landlord in prosecuting the appeal.

F. Maximum annual increase. The maximum annual increase from all sources listed under this § 402-21, Permitted increases, shall not exceed 15% unless an inefficient landlord cannot meet operation expenses or make a fair return on his/her investment. A tenant shall not receive an aggregate increase from all sources of more than 15% in any twelve-month period.

G. Compliance with housing and building codes. Any landlord seeking an increase under this section must file, with its application, a letter from the appropriate Township department that the building and grounds are in code compliance with building and housing codes and regulations. No increase shall be permitted if the building or grounds are not in compliance with said codes and regulations.

§ 402-22 Vacancy allowance.

A. Notwithstanding any limitations on permissible rent increases under any other provisions of this article, upon the voluntary uncoerced vacation of any apartment, rent increases for which are controlled in this article, the landlord shall have the right to fix the rent for such vacated apartment at such sums deemed appropriate, subject to the following:

(1) In order to qualify for a vacancy decontrol rent increase, the landlord shall first be required to file with the Rent Control Administrator a notarized written statement, on a form approved by the Board, countersigned by the vacating tenant certifying that the landlord has not, in any way, harassed or pressured the tenant into vacating the dwelling unit and that the vacating of such dwelling unit was a voluntary act on the part of the tenant.

(2) Such statement shall also include the rent paid by the vacating tenant and the date the tenant will be vacating the dwelling unit. For the purposes of this section a vacation caused or necessitated by substandard, unsafe or unsanitary conditions shall not be deemed a voluntary vacation. Such noncoercion certification shall not be required in order for the landlord to qualify for the vacancy decontrol increase if:

(a) The increase does not exceed the total of all permissible increases authorized by any other provisions of this article;

(b) The tenant has moved from the dwelling unit without notice to the landlord;

(c) The dwelling unit has been vacated pursuant to a judicially mandated eviction;

(d) The tenant has refused to sign such certification, and upon appeal by the landlord the Rent Control Board has found that such refusal was unwarranted and that there was in fact no coercion exerted by the landlord upon the vacating tenant.

B. A hearing pursuant to Subsection A(2)(d) above shall be held before the Rent Control Board upon at least seven days' notice to the–public and the vacating tenant. Notice to the public shall be published by the landlord pursuant to the Open Public Meeting Act N.J.S.A. 10:4-6 et seq and a notice will be posted on the Township's official website: www.VeronaNJ.org/LegalPublicNotices. The landlord shall present the Board with proof of notice to tenants. Failure to make the appropriate public notices to the tenants. Failure to make the appropriate public notices by the landlord will result in refusal of an allowable vacancy decontrol increase.

C. Failure to file vacancy decontrol with the Rent Control Office will result in a fine of $250 per violation and the landlord will be required to backfile a complete vacancy decontrol application.

§ 402-23 Registration requirement.

A. Registration information; fee.

(1) Every landlord of a building applicable to this Article shall be required to file with the Rent Control Administrator an Annual Registration statement showing the amount of rent charged for each dwelling unit as of June 1, of the previous year, and as of June 1 in the current year referred to in this article as rent rolls. Such statement shall be filed by July 1 of each year. The annual statement shall be filed on the approved form provided by the Rent Control Administrator. In the event a landlord fails to file a complete rent roll statement inclusive of all required information and or fails to pay the required fee by the due date, the rent roll submission will be considered late and subject to a Late Fee.

(2) Untimely filing of rent rolls shall incur a late fee as follows.

(a) July 2nd – July 31st	Late Fee $250
(b) August 1- August 30th	Late Fee $500
(c) September 1-September 30th	Late Fee $750

(3) In the event a landlord fails to file a rent roll within 15 days of receiving written notice sent by the Rent Control Administrator via email, with confirmed receipt or certified mail, return receipt requested, notifying the landlord of its failure to file, Landlords shall be subject to a mandatory fine of $250 per dwelling unit, landlords shall be prohibited from increasing any dwelling unit rental for a period of 12 months and landlords shall continue to be prohibited from increasing any dwelling unit rental until a valid registration statement is filed with the Rent Control Administrator.

(4) In those instances where the tenant of a dwelling unit is the building landlord or a member of the immediate family of the landlord of that building, the landlord of the dwelling unit must similarly file a notarized statement certifying that the unit is so landlord-occupied or is permanently occupied by a member of the immediate family of the landlord of that building.

B. Annual Registration Statement: An Annual Registration Statement shall include at least the following:

(1) The name of each tenant and the apartment number.
(2) The previous rent of each apartment.
(3) The current rent for each apartment.
(4) The amount of the last increase for each apartment, expressed as a percentage.
(5) The maximum increase allowed for (CPI) for the most current increase.
(6) The vacancy decontrol approval number if there was a tenant change within 12 months.
(7) Indication if one or more of the tenants is at least 62 yrs of age and/or the recipient of social security disability benefits.
(8) If applicable, the services provided to the building
(9) If applicable, the superintendent's name, home address and telephone number (during regular hours and after hours contact required).

C. In the event a landlord or a prior property owner for the same property has not filed an annual registration statement the Board, upon any review of that determination, shall be permitted to disallow any increase for that year that the landlord or prior landlord failed to file a rent registration statement.

§ 402-24 through § 402-30 (Reserved).

§ 402-31 Hearings.

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

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

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

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

E. Additional hearings. If an additional hearing is necessary, the Board shall so notify the landlord within 20 days of the initial hearing. A copy of the notice of hearing shall be posted conspicuously in the lobby of the building. The landlord shall serve notice of the hearing date to the tenant, by regular and certified mail, return receipt requested, at least 20 days in advance of the hearing.

§ 402-32 Appeals.
All decisions of the Board are final. Any landlord or tenant wishing to appeal the decisions of the Board may do so to a court of competent jurisdiction according to law pursuant to its rules and procedures.

§ 402-33 through § 402-40 (Reserved).

§ 402-41 Maintenance of services.
A. Continuation of services. During the term of this article, the landlord shall maintain the same standards of service, maintenance, furniture, furnishings and equipment in the building, dwelling or dwelling unit as required under the lease or otherwise mandated by law.

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

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

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

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

§ 402-42 Anti-harassment provisions.
A. Harassment; reduction of services prohibited. Any tenants desiring to remain in

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

(1) A reduction in the quality of basic services necessary to the health, safety and welfare of the tenants.
(2) Heat and hot water.
(3) Adequate security.
(4) Intermittent failures.
(5) Bothersome telephone calls or letters.
(6) Frivolous eviction threats or legal proceedings.
(7) Actions which would cause a reasonable person of like age and physical condition of a tenant to fear for his/her life, limb, property or home.

B. Investigation/prosecution of harassment complaints. The Township shall refer complaints involving harassment filed by either tenants or landlords to the proper authorities qualified to investigate and prosecute said complaints.

§ 402-43 Compliance with housing and building codes.

A. Compliance required prior to granting increase.
(1) Any landlord who seeks a hardship or major capital improvement increase under § 402-21 shall file with an application a certification from the office of the appropriate Township department to the effect that the building and grounds are in substantial compliance with Township building and housing codes, which certification shall be based on an application made by the landlord to the appropriate Township department not more than one month before the filing of his/her application with the Board. No such increase may be granted until such certification had been filed and, if a tenant contests the accuracy of such certification, until the Board has determined that there is substantial compliance.
(2) The Board shall deny the application until there has been such compliance.

§ 402-44 Alternate service of notice.

Personal service or service by certified mail that is either refused or uncalled for may be re-mailed by ordinary mail and shall be effective as though personal service or notice by certified mail or confirmation of receipt of email had been accepted.

§ 402-45 Enforcement.

This article shall be enforced by the Rent Control Board, the Rent Control Administrator, the Township Construction Code Official or any other appropriate designee of the Township designated by the Township Manager.

§ 402-46 Violations and penalties.

A. Any person who violates any of the provisions of this article, unless otherwise provided for in this article, shall, upon conviction thereof, be subject to the penalties set forth in Chapter 1, Article II, General Penalty, of the Township Code.

B. This section shall be in addition to any remedies for noncompliance or violation of this article set forth elsewhere in this article.

SECTION 3. Chapter A565-1 (Schedule of Fees) of the Code of the Township of Verona is hereby supplemented by the addition of the following Section as follows:

Ch 402, Rental Regulations

Annual registration statement filing	$10 per each dwelling unit rented, minimum of $100 $0 per dwelling unit landlord-occupied or occupied by a member of the landlord's immediate family.
Vacancy allowance application	$125 per dwelling unit
Appeal of Rent Control Administrator decision	$100 + $1,000 escrow
Hardship application	$300 + $1,000 escrow
Major capital improvement or	

Service increase application	$300 + $1,000 escrow

SECTION 4. In case any one or more of the provisions of this Ordinance shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 5. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 6. All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 7. This ordinance shall take effect 20 days after final passage and publication as prescribed by law.

ATTEST:

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

NOTICE
I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED ON THE LEGAL PUBLIC NOTICES PAGE OF THE TOWNSHIP WEBSITE (VERONANJ.ORG/LEGALPUBLICNOTICES) ON OCTOBER 20, 2026 AND XXX.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

INTRODUCTION: October 19, 2026
PUBLIC HEARING: November 9, 2026
EFFECTIVE DATE: