

Ch. 218 - MULTIPLE DWELLINGS	
Old Sections	Updates
§ 218 (I). - Security Service and Security Cameras	No change
§ 218 (II). - Registration of Vacant Dwelling Units	No change
§ 218 (III). - Harassment and Eviction	
§ 218 (IV). - Withholding Units from Rental Market	
§ 218 (V). - Seating for Senior Citizens	No change

Section § 218 - Multiple Dwellings

ARTICLE I - Security Service and Security Cameras - No Change

ARTICLE II - Registration of Vacant Dwelling Units - No Change

ARTICLE III - Harassment and Eviction

§ 218-7. - Findings.

A. The City Council finds that some owners and developers of residential buildings have engaged in the practice of harassing tenants in an effort to vacate the buildings so as to obtain substantially higher rentals for the dwelling units. Such practices often include the using or threatening to use force, disrupting or discontinuing essential services, failing to abate serious and often life-threatening code violations and removing a tenant's possessions.

B. Although state law protects tenants from unlawful evictions, a tenant's remedy for a landlord's unlawful acts is not always quick and efficient; and most tenants are unfamiliar with state judicial procedures.

C. The City Council believes that through appropriate regulations and restrictions, such unlawful practices can be curbed or prevented and the

safety and welfare of tenants protected.

§ 218-8. - Definitions.

For the purpose of this article, the following terms shall have the following meanings:

DWELLING UNIT - A dwelling unit within a multiple dwelling as such terms are defined in Chapter 254, Property Maintenance.

OWNER - An owner as defined in Chapter 254, Property Maintenance.

PERSON - Any natural person or legal entity such as a corporation or partnership. For the purposes of this article, a "person" shall not include a government employee acting within the scope of employment.

§ 218-9. - Unlawful eviction.

A. No landlord, and no agent, contractor, subcontractor or employee of the landlord, shall do any of the following, in bad faith or with ulterior motive or without honest intent.

1. Interrupt, terminate, or fail to provide housing services required by contract or by State, County or local housing, health or safety laws;
2. Fail to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;
3. Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.
4. Abuse the landlord's right of access into a rental housing unit as that rights is provided by law.
5. Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion;

6. Attempt to coerce the tenant to vacate with offer(s) of payments to vacate which are accompanied with threats or intimidation;
7. Continue to offer payments to vacate after tenant has notified the landlord in writing the they no longer wish to receive further offers of payments to vacate;
8. Threaten the tenant, by word or gesture, with physical harm;
9. Violate any law which prohibits discrimination based on actual or perceived race, gender, sexual preference, sexual orientation, ethnic background, nationality, place of birth, immigration or citizenship status, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child;
10. Interfere with a tenant's right to quiet use and enjoyment of rental housing unit as that right is defined by New Jersey law;
11. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment;
12. Refuse to cash a rent check for over 30 days;
13. Interfere with a tenant's right to privacy;
14. Request information that violates a tenant's right to privacy, including but not limited to residence or citizenship status or social security number;
15. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

B. If an occupant vacates a dwelling unit on account of any of the acts listed in 219 - A, an owner shall take all reasonable and necessary steps to provide the occupant with a dwelling unit at a comparable rent within the dwelling suitable for occupancy, if the occupant makes such a request, and:

- (1) The owner or an agent of the owner committed the unlawful acts;
- (2) The owner knew or had reason to know about the unlawful acts;
or
- (3) The acts occurred within seven days prior to the occupant's request.

C. Nothing in Sec. 218 above shall limit a tenant's right to relocation under the Revolving Relocation Assistance Fund as provided for in Chapter 3, Section 3-77.

D. Investigation/prosecution of harassment complaints. The Municipal Housing Court shall have jurisdiction over the adjudication of such complaints. Sworn code enforcement agents of the Office of the Municipal Prosecutor or sworn inspectors of the Division of Housing Preservation shall have jurisdiction to enforce this section. Additionally, tenants may file private complaints pursuant to applicable sections of Part 7 of the New Jersey Rules of Court. Any landlord found guilty of violating this section as provided for in Chapter 1, General Provisions, Section 1-25.

E. Unless the offender can demonstrate the mitigating factors outweigh the aggravating factors, there shall be a presumption of a minimum period of incarceration of 1 day for violations of Sec. 218-9.

~~A. No person may evict or attempt to evict a lawful occupant of a multiple dwelling except to the extent permitted by law pursuant to a warrant of eviction or other order of a court of competent jurisdiction or a governmental vacate order.~~

~~B. The following acts are illegal if done with the intention of evicting a lawful occupant from a dwelling unit:~~

- ~~(1) Using or threatening to use force;~~
- ~~(2) Disturbing or threatening to disturb the quiet enjoyment of an occupant;~~
- ~~(3) Interrupting or discontinuing essential services;~~
- ~~(4) Removing an occupant's possessions;~~
- ~~(5) Removing the entrance door or the lock to the entrance door;~~
~~and~~

~~(6) Changing the lock or rendering it inoperable.~~

~~C. If an occupant vacates a dwelling unit on account of any of the acts listed in Subsection B, an owner shall take all reasonable and necessary steps to provide the occupant with a dwelling unit at a comparable rent within the dwelling suitable for occupancy, if the occupant makes such a request, and:~~

~~(1) The owner or an agent of the owner committed the unlawful acts;~~

~~(2) The owner knew or had reason to know about the unlawful acts; or~~

~~(3) The acts occurred within seven days prior to the occupant's request.~~

§ 218-10. - Nonapplicability.

The provisions of this article shall not apply to owner-occupied residential rental properties containing two rental units or less or a hotel, motel or other guesthouse or part thereof rented to transient guests or seasonal tenants.

§ 218-11. - Violations and penalties.

A. With the exception of 218-9(E), a violation of this article shall be punishable by a fine or imprisonment as set forth in Chapter 1, General Provisions, § 1-25.

B. Each violation of this article shall constitute a separate violation independent of any other section or any order issued pursuant to this chapter. Each day's failure to comply with this article or subsection shall constitute a separate violation.

ARTICLE IV - Withholding Units from Rental Market

§ 218-12. - Exempt dwellings.

A. The owner of any dwelling unit, other than those exempted below, shall be subject to the provisions of this article.

B. The following are exempt from the provisions of this article:

(1) Units in owner-occupied dwellings where there are ~~three~~ four

units or less and one of the units is owner-occupied.

(2) Units in newly constructed buildings which are being rented for the first time for 365 days after a certificate of occupancy is issued for the building. ~~After the first rental, such units will be subject to the provisions of this article.~~

(3) Units in a dwelling where the owner has transmitted his or her first sixty-day notice of his or her intention to convert the building into a condominium or cooperative and his or her full plan of conversion to the City Clerk pursuant to N.J.S.A. 2A:18-61.8, so long as the conversion plan is not abandoned.

(4) Units in dwellings, the owners of which have transmitted notice under N.J.S.A. 2A:18-61.1g or 2A:18-61.1h. This exemption shall remain in effect so long as the owner is in compliance with the provisions of the section under which notice was given.

(5) Units in hotels or motels.

§ 218-13. - Occupancy required.

All such units shall be rented and occupied by a tenant within ~~60~~ 90 days after the end of the preceding tenancy, which shall be defined as the last day of residence by the preceding tenant(s), except where an extension has been granted by the ~~Housing Clinic~~ Office of Housing Preservation under the provisions of § 218-14E below, in which event the unit shall be rented and occupied within the time period specified in the extension. Failure to comply with the requirements of § 218-14E shall be considered a violation of this article and subject the owner to the penalties set forth in § 218-15 below.

§ 218-14. - Extension of time period.

A. An owner may apply for an extension of the time period set forth in § 218-13 where the condition of the unit or other special circumstances make rental within such time period impossible. In order to obtain an extension, the owner must submit an application in writing to the ~~Housing Clinic~~ Office of Housing Preservation, within 14 days or less from the date ~~the preceding tenancy ended~~ the unit must be occupied, setting forth with specificity:

(1) The reasons that the unit cannot be rented within such time period;

(2) The steps the owner shall take to remedy the conditions that make it impossible to rent the dwelling unit; and

(3) The date by which the dwelling unit shall be rented and occupied.

B. The owner shall provide the ~~Housing Clinic~~ Office of Housing Preservation with all documentation necessary to support the application, including but not limited to code violation reports, engineering or inspection reports, copies of advertisements, etc.

C. Any extension granted by the ~~Housing Clinic~~ Office of Housing Preservation shall specify the date by which the dwelling unit must be rented and occupied. Additional extensions may be sought by the owner, but the total extension permitted in the aggregate shall not extend beyond six months from the date the previous tenancy ended, except as provided in Subsection E below.

D. The following circumstances shall constitute grounds for the granting of an extension pursuant to Subsection A above by the ~~Housing Clinic~~ Office of Housing Preservation:

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

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

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

E. Extension of the time period provided in § 218-13 of this article beyond the maximum time prescribed by Subsection D above shall only be granted upon a clear and convincing showing by the owner that a good faith effort has been made to rent the dwelling unit at the legal rent and that no tenant can be found. In this circumstance, the maximum

extension granted beyond the maximum time provided in Subsection D above shall be 60 days, renewable upon a new showing by the owner.

§ 218-15. - Violations and penalties.

A. Any individual affected by the action or inaction of an owner of a dwelling unit subject to the provisions of this article, any civic organization and any appropriate municipal agency may file a complaint of violation of this article with the Office of the Municipal Prosecutor Housing Clinic. If the Office of the Municipal Prosecutor Housing Clinic finds probable cause that a violation has occurred, ~~the Housing Clinic~~ it shall file a complaint in the Municipal Court.

B. A first violation of § 218-13 of this article or the conditions upon which an extension has been granted by the Housing Clinic pursuant to § 218-14 of this article shall be punishable as provided in Chapter 1, General Provisions, Art. I, § 1-25. ~~Subsequent violations shall be punished by a fine of not less than \$100 or more as provided in Chapter 1, General Provisions, Art. I, § 1-25.~~ Each day during which an owner is in violation of § 218-13 or the conditions upon which a waiver has been granted by the Housing Clinic pursuant to § 218-14 of this article shall constitute a separate violation hereunder.

~~§ 218-16. — Conflicts with state law.~~

~~This Article is intended and shall be construed to avoid any conflict with state law, in particular but not limited to state statutes regulating the possession of apartments and regulating the conversion of rental units into other forms of ownership.~~

ARTICLE V - Seating for Senior Citizens - No Change

Ch. 260 - RENT CONTROL

Old Sections	Updates
§ 260-1. - Definitions.	Amended
§ 260-2. - Rent leveling; landlord registration statement; answering devices.	Amended to § 260-2. - Rent leveling
	New: § 260-3. - Exempt Dwellings

§ 260-3. - Allowable increases.	Amended to § 260-4 Allowable increases.
§ 260-4. - Procedure for cost-of-living increases.	Amended to § 260-4 Allowable increases.
§ 260-5. - Capital improvement and service charge.	Amended to § 260-5. Capital Improvement Rental Increase
§ 260-6. - Exemptions for new dwellings and new housing space and for dwellings vacant as of July 1, 1998.	Deleted in its entirety
§ 260-7. - Anti-harassment and tenant complaints.	Amended to § 219-8 Landlord Retaliation and Unlawful Eviction.
§ 260-8. - Bureau of Rent Leveling.	Title amended to Office of Landlord/Tenant Relations.
§ 260-9. - Powers and duties of the Bureau of Rent Leveling.	Amended to Powers and duties of the Office of Landlord/Tenant Relations.
§ 260-10. - Hardship rental increases.	Amended to § 260-6
§ 260-11. - Rent Leveling Board established.	Amended
§ 260-12. - Powers of Rent Leveling Board.	Amended
§ 260-13. - Appeal of Board's decision.	Deleted
§ 260-14. - Required services; heating systems.	Deleted
§ 260-15. - Provisions retroactive.	Deleted
§ 260-16. - Computations to be rounded off.	No Change
§ 260-17. - Violations and penalties.	Deleted
§ 260-18. - Construal of provisions.	No Change

§ 260-19. - When effective; other provisions supplemented.	Deleted
§ 260-20. - Nonoccupant owner registration of dwelling units.	Amended

New Chapters
§ 260-1. - Definitions.
§ 260-2. - Rent leveling
§ 260-3. - Exempt Dwellings
§ 260-4 Allowable Rent Increases
Section 260-5 Capital Improvement Rent Increase
Sec. 260- 6 Hardship Rental Increase
§260-7 - Petitions for Illegal Rent Increases, Capital Improvement and Hardship Rental Increases
§260-8 Landlord Registration Statement and Tenant Notice
§ 260-9. - Landlord Buyout Agreements
§ 260-10. - Office of Landlord/Tenant Relations.
§ 260-11. - Powers and duties of the Office of Landlord/Tenant Relations.
§ 260-12. - Rent Leveling Board

established.
§ 260-13. - Powers of Rent Leveling Board§
§260-14. - Computations to be rounded off.
§260-15. -Violations and penalties.
§ 260-16. - Construal of provisions.

Chapter 260 - RENT CONTROL [\[1\]](#)

§ 260-1. - Definitions.

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

AVAILABLE FOR RENT TO TENANTS—Fit for habitation as defined by the statutes, codes and ordinances in full force and effect in the State of New Jersey, County of Hudson and City of Jersey City, and occupied or unoccupied and offered for rent.

BASE RENT—The legal rent charged or actually received by the landlord for the rental of a housing space as of January 11, 1983; or if not occupied at that date the "base rent" shall be that actually charged to and received from the previous tenant, plus any increases under ~~§ 260-3~~ of this chapter or the ordinance to which this is an amendment, or if insufficient evidence is available from which the Rent Leveling Administrator or Board can determine the legal rent charged or actually received as provided above, then the Rent Leveling Administrator and Board have the power to determine the legal "base rent" by considering the legal base rent of other units, subject to the provisions of this chapter, which are comparable in size, location and facilities to the subject unit.

~~CAPITAL IMPROVEMENT—A permanent improvement that adds to value or substantially extends the useful life of the landlord's property and can be claimed by the landlord for depreciation on his or her federal tax returns. Specifically excluded are ordinary repairs, maintenance and conversion to heat/hot water units for individual apartments where the cost of providing the heat/hot water service is transferred from the landlord to the tenant.~~

~~CONSUMER PRICE INDEX—The consumer price index (all items, base year 1967 = 100) for the region of the United States of which Jersey City is a part, published periodically by the United States Department of Labor, Bureau of Labor Statistics.~~

~~DWELLING—Any building or other structures containing housing spaces rented or offered for rent to one or more tenants consisting of a household or family as defined in this Chapter. A dwelling includes buildings or structures that are exempt from the restrictions of rent increases mandated under this Chapter.~~

~~A.—Exempt from this definition are:~~

~~(1)—Dwellings with four or less housing spaces.~~

~~(2)—Low rent public housing developments.~~

~~(3)—Licensed hotels or motels and commercial and industrial space.~~

~~(4)—Newly constructed dwellings with 25 or more dwelling units located within a redevelopment area as defined in Section 5 of the Redevelopment Agencies Law, N.J.S.A. 40:55C 5(o), for which the City Council has approved a redevelopment plan, in accordance with Section 17 of the Redevelopment Agencies Law, N.J.S.A. 40:55C 17. ^[2]~~

~~(5)—All buildings or structures, hotels, motels or guesthouses which are converted from any previous use as a nonpermanent dwelling to use as a dwelling on or after October 1, 1983. For the purpose of this exemption, a building shall be deemed converted for use as a dwelling on the date on which the certificate of occupancy for dwelling use is issued.~~

~~B.—Any new dwelling or housing spaces being rented for the first time for the initial rental only.~~

~~EQUITY IN REAL PROPERTY INVESTMENT—The actual cash contribution of the purchaser at the time of closing of Title and any principal payments to outstanding mortgages subsequent to acquisition of title by the purchaser.~~

~~FAIR RETURN—The percentage of return on equity of real property investment. The amount of return shall be measured by the net income~~

~~before depreciation. A "fair return" on the equity investment in real property shall be considered to be 6% above the maximum passbook demand deposit savings account interest rate available in the municipality. The 6% is provided to reflect the higher risk 3% and lesser liquidity 3% of real property investment in comparison to savings accounts investments.~~

HOUSING SPACE—Includes that portion of a dwelling rented or offered for rent for living and dwelling purposes with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such portion of the real property.

~~JUST CAUSE FOR EVICTION—That the landlord recovered possession of a housing space or dwelling for one of the reasons outlined in state law (N.J.S.A. 2A:18-53 as amended or N.J.S.A. 2A:18-61.1 et seq.)~~

LANDLORD REGISTRATION STATEMENT—A statement to be completed and filed with the Bureau of Rent Leveling pursuant to § 260-2 E, F and G by all owner(s) and landlord(s) of housing spaces and/or dwellings in the City of Jersey City.

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

OWNER-any person alone or jointly or severally with others:

- a. Who has legal or equitable title to any premises, with or without accompanying actual possession thereof;
- b. Who has equitable title and is either in actual possession or collects rents therefrom;
- c. Who, as executor, executrix, trustee, guardian or receiver of an estate or as mortgagee or as vendee in possession, either by virtue of a court order or by agreement or voluntary surrender of the premises by the person holding the legal title, or as collector of rents, shall have charge, care or control of any dwelling, boardinghouse or lodging house; or any such person thus representing the person holding the equitable or legal title, all of whom under this chapter shall be bound to comply with the provisions hereof and any rules and regulations adopted pursuant thereto to the same extent as if they were the persons holding the legal or equitable title.

OWNER-OCCUPIED-the owner of the dwelling resides in one of the housing spaces within the dwelling and identifies same as his or her principal residence as that term is defined in this Section. For purposes of

this Section, if the owner of the dwelling is an entity other than an individual or individuals, then at least one principal or member of the owner entity must reside in one of the housing spaces within the dwelling and identify same as his or her principal residence as that term is defined in this Section.

PRINCIPAL RESIDENCE-The address: (1) where at least one of the property owners spends the majority of his or her non-working time; (2) which is most clearly the center of his or her domestic life; and (3) which is identified on his or her driver's license or State Identification Card as being his or her legal address. All the above requirements must be met in order for an address to constitute a principal residence for purposes of this Section.

RENT—Any price for the use of a housing space. It includes any charge, no matter how set forth, paid by the tenant for the use of any service in connection with the housing space. Security deposits and charges for accessories, such as boats, mobile homes and automobiles, not used in connection with the housing space shall not be construed as "rent". No charges shall be permitted for late rent, whether termed a late rental fee or interest on rent paid late, in excess of Thirty-Five (\$35.00) Dollars, returned check fees in excess of Thirty-Five (\$35.00) Dollars, or any other similar charges.

~~RENTAL STATEMENT—The statement a landlord shall be required to sign and deliver to each tenant at the inception of the tenancy, identifying the name and address of the landlord and his or her agent, if any, identifying the name, address and telephone number of the superintendent, if any, providing a twenty four hour emergency telephone number for the landlord or his or her agent, describing the housing space rented, the related services and equipment involved (whether or not including use of basement, garage, clothesline, washing equipment, utilities, heat, hot water, garbage removal, repairs, maintenance and the like) as of January 11, 1973; and the base rental as of the date of the inception of the tenancy; and the rent of the prior tenant and notification of the existence of the rent registration law.~~

SERVICE—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 housing space.

SERVICE SURCHARGE—An additional charge over and above the rental due for new or additional services.

SUBSTANTIAL COMPLIANCE WITH APPLICABLE HEALTH AND MAINTENANCE CODES—The housing space and dwelling are free from the major health, safety and fire hazards as well as in compliance with heat and hot water and sanitary requirements. Compliance is to be determined with the aid of appropriate city and state regulatory agencies based upon current code inspection reports which shall be not less than six months old at the time of the initial hearing on a rent increase application under § 260-10, Hardship rental increases, and § 260-5, Capital improvements.

~~§ 260-2. - Rent leveling; landlord registration statement; answering devices.~~

A. Unless otherwise exempt as set forth in §260-3, rents between a landlord and tenant in connection with the rental of any housing space in a dwelling to which this chapter is applicable shall hereafter be determined as set forth in this chapter; provided, however, that this restriction shall not apply to rents determined by the Jersey City Public Housing Authority and subsidized under Section 8 of the Community Development Act Housing Assistance Payments Program, but only so long as such rent is subsidized on behalf of a tenant holding a certificate under the Program; upon the termination of any such tenancy subsidized by the Section 8 Program, the allowable rent shall revert to that paid by the last non-subsidized tenant in addition to the annual increases permitted under section 260-3.

~~Establishment of rents between a landlord and tenant in housing space in dwellings to which this chapter is applicable shall hereafter be determined by the provisions of this amended section.~~

B. Except for an approved rent increase pursuant to this chapter, any rent increase at a time other than at the expiration of a lease or termination of a periodic lease shall be void. For a periodic tenant or for a tenant whose lease term shall be less than one year, said tenant shall not suffer or be caused to pay more than one rent increase in any twelve-month period. Any rent increase in excess of that authorized by the provisions of this chapter shall be void.

~~Any rental increase at a time other than at the expiration of a lease or termination of a periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this chapter shall be void.~~

C. All rents for rental of housing space and services in dwellings to which this chapter is applicable are hereby controlled at the base rent level received by the landlord as of January 11, 1973, and no rental increases

shall be hereinafter demanded, paid or accepted, except as provided in this chapter.

- D. Any rent increase imposed after January 11, 1973, the date of expiration of federal rent controls, to the extent that such increase is in excess of that which is permitted by this chapter, is hereby declared to be null and void and such excess rent shall be refunded or credited by the landlord forthwith.
- ~~E. Existing leases and options to renew shall not be affected by this chapter but no new leases shall be executed or performed except as provided in this chapter, and the base rent level in leased housing space shall be the rental in effect at the expiration of the lease.~~
- ~~F. Landlord Registration Statement Requirement [Note: Provision amended and moved to 260~~

§ 260-3. - Exempt Dwellings

A. Dwelling exempt from this ordinance are:

- (1) Dwellings with four (4) or fewer housing spaces; provided, however, that this exemption shall not apply to any owner of rental property who owns fifty (50) or more housing spaces within the City of Jersey City regardless of the number of housing spaces within any one dwelling.
- (2) Low rent public housing housing developments. Dwellings which a government unit, agency or authority owns, operates, manages only if applicable federal or state law specifically exempts such units from municipal rent control.
- (3) Licensed hotels or motels and commercial and industrial space.
- (4) Newly constructed dwellings with 25 or more dwelling units located within a redevelopment area as defined in Section 5 of the Redevelopment Agencies Law, N.J.S.A. 40:55C-5(o), for which the City Council has approved a redevelopment plan, in accordance with Section 17 of the Redevelopment Agencies Law, N.J.S.A. 40:55C-17.
- (5) All buildings or structures, hotels, motels or guesthouses which are converted from any previous use as a nonpermanent dwelling to use as a dwelling on or after October 1, 1983. For the purpose of this exemption, a building shall be deemed converted for use as a dwelling on the date on which the certificate of occupancy for dwelling use is issued.

- (6) Any new dwelling or housing spaces being rented for the first time for the initial rental only.
- (7) In accordance with N.J.S.A. 2A:42-84.1 et seq., the provisions of this chapter shall not apply to a new dwelling which is constructed after June 25, 1987 and which is not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the dwelling, or for 30 years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3.
- (8) Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an accredited institution of higher education.

~~B. With regard to all new construction of dwellings set forth herein, permits as required by law are to be secured from all agencies having control and jurisdiction. All work must adhere to appropriate code standards and must be inspected by all agencies having control and jurisdiction and their approval obtained. A certificate of occupancy must be secured as required by law.~~

§ 260-4. - Allowable increases.

- A. A landlord may not, over the course of any 12-month period, increase the rent of an apartment or unit more than four (4) per cent or the percentage increase in the consumer price index during the 12-month period since the last increase, whichever is less. A tenant of residential real property subject to this section may not enter into subleases that result in a total rent that exceeds the maximum rent allowed by this section. Nothing in this section authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited. Any increase in excess of that permitted by this section shall be void. A landlord may, but is not required to, increase rent by the percentage authorized by this section.
- B. Deferred Rent Increases:
- a. To the extent a landlord has not increased rent of any tenant up to the maximum lawful rent level, the landlord may apply the cumulative deferred annual increases to the rent of a subsequent incoming tenant during their first year of tenancy; provided, however, the deferred rent increase may not exceed ten (10) per

- cent of the rent charged to the previous tenant. Any deferred rent increase above ten (10) per cent is forfeited by the landlord.
- b. A landlord who has increased the rent of an incoming tenant by the cumulative total of deferred annual increases shall include written notice in the tenant's lease using the following statement:
- i. This rent specified in this lease represents a percentage increase over the rent of the prior tenant equal to the sum of deferred allowed annual increases for the following years [list the years of deferral].
 - ii. If you have any questions about the calculation of the deferred increase, you should contact the Jersey City Office of Landlord/Tenant Relations at the [telephone number].
- C. Any landlord seeking a cost-of-living rental increase shall notify the tenant in writing at least thirty (30) days prior to the effective date of the increase. The notice must include the calculation used to determine the increase, including the consumer price index used in the calculation. The notice shall state the tenant's right to contest the increase by filing a petition with the Office of Landlord/Tenant Relations.
- D. No more than one such cost-of-living rental increase in any one twelve-month period shall be permitted irrespective of the number of different tenants occupying said housing space during said twelve-month period.
- E. Limits to Annual Rent Adjustments
- a. Notwithstanding any other provision of this regulation, the implementation of a maximum allowable rent increase shall be limited each year to fifteen percent (15%) of the maximum allowable rent on the date the petition is filed if a unit is occupied.
 - b. If the amount of any rent increase granted under these regulations exceeds this limit, any portion in excess of the annual limit shall be deferred.
 - c. In subsequent years deferred amounts of the allowable rent increase may be implemented.
- F. It shall be unlawful for any landlord to charge a tenant for the use of a washing machine, refrigerator, cooking stove, air conditioner or any other appliances wherever such appliances were permitted and allowed by the landlord without extra charge. The use of such appliances shall be considered as included in the rent. Any such extra charge in such situation shall be considered as an unauthorized increase in rents and shall be unlawful unless approved by the Rent Leveling Board. Any landlord who has heretofore charged for such appliances shall be in violation of this chapter and shall be liable for punishment as such.

~~A.— At the expiration of a lease or at the termination of a lease of a periodic tenant, no landlord may request or receive a percentage increase in rent which is greater than 4% or the percentage difference between the consumer price index three months prior to the expiration or termination of the lease and three months prior to the commencement of the lease term, whichever is less. For a periodic tenant or for a tenant whose lease term shall be less than one year, said tenant shall not suffer or be caused to pay more than one rent increase in any twelve month period, commencing 15 months prior to and ending three months prior to, the effective date of the proposed increase, whichever is less.~~

~~B.— No more than one such cost-of-living rental increase in any one twelve-month period shall be permitted irrespective of the number of different tenants occupying said housing space during said twelve month period.~~

§ 260-5. Capital Improvement Rent Increases

A. Vacant space.

(1) ~~In the event of a vacant housing space, the landlord may raise the rental above the cost-of-living increase under the provisions set forth in this section without prior application being made to the Bureau of Rent Leveling, and only if he or she has made capital improvements to the housing space. Such capital improvements will entitle the landlord to increase the base rent of the vacant unit by \$1.15 per \$100 of improvement. Total recoverable costs incurred by the landlord, pursuant to this paragraph, shall be limited to an aggregate cost of forty-five thousand dollars that may be expended on no more than three separate improvements per vacant housing space in a ten-year period.~~ the following amount:-

~~(a) For capital improvements up to \$5,000 in value, the vacant unit's monthly base rent shall be increased by \$1.35 per \$100 of improvement; and~~

~~(b) For capital improvements in excess of \$5,000, the vacant unit's monthly base rent shall increase by \$1.55 per \$100 of improvement.~~

(2) ~~It shall be the sole responsibility of the landlord to register the new rent of any improved unit with the Division of Tenant/Landlord Relations pursuant to § 260-2 of this chapter. No capital~~

improvements shall be recognized under this provision unless they are made in accordance with applicable city codes and the appropriate permits are obtained. ~~It shall be the responsibility of the landlord to document to the Bureau of Rent Leveling and prove the cost of any capital improvements in vacant housing space for which he or she desires to increase the rental.~~

~~(3) The landlord seeking a rent increase under this subsection shall pay an application fee of \$75 per unit.~~

~~D. The landlord shall supply the following information in writing to any new tenant within the first 10 days of a new tenant's tenancy: the name of and rent paid by all tenants who occupied the apartment rented by the new tenant during the prior 12 months. The landlord shall keep a written record of the information described herein. The landlord shall make this record available to the Rent Leveling Administrator or Board upon request.~~

~~E. It shall be unlawful for any landlord to charge a tenant for the use of a washing machine, refrigerator, cooking stove, air conditioner or any other appliances wherever such appliances were permitted and allowed by the landlord without extra charge. The use of such appliances shall be considered as included in the former rents. Any such extra charge in such situation shall be considered as an unauthorized increase in rents and shall be unlawful unless approved by the Rent Leveling Board. Any landlord who has heretofore charged for such appliances shall be in violation of this chapter and shall be liable for punishment as such.~~

B. Capital Improvement Rent Increases for Occupied Housing

1. A landlord may apply to the Office of Landlord/Tenant Relations for a rental increase to cover the cost of a capital improvement for occupied housing space and/or a dwelling. For purposes of this section a capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to new use and has a useful life of more than one year and a direct cost of \$250.00 or more per unit affected. Allowances for capital improvements shall be subject to the following conditions:

a. The cost for a capital improvement shall be amortized over the useful life of such capital improvement as determined by the

Rent Stabilization Board but in no event over a period of less than thirty-six (36) months.

- b. The costs do not include costs incurred to bring the rental unit into compliance with a provision of the Jersey City Property Maintenance Code or any applicable New Jersey code.
- c. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount it has increased as a result of application of this provision.
- d. The improvement is not an ordinary repair, replacement, and/or maintenance, and is necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety in accordance with Jersey City Municipal Code Chapter _____

2. **Allocation of Rent Increases:** Rent increases authorized pursuant to this section shall be allocated as follows:

- a. Rent increases for unit-specific capital improvements shall be allocated to that unit;
- b. Rent increases for building-wide or common area capital improvements shall be allocated equally among all units;
- c. Notwithstanding the subsections above, the hearing examiner or the Board, in the interests of justice, shall have the discretion to apportion the rent increases in a manner and to the degree necessary to ensure fairness. Such circumstances include, but are not limited to, units that are vacant or owner-occupied

G. ~~Any landlord seeking a hardship increase shall include with the application an actual inspection report from the local building or property maintenance department based upon an inspection made within six months prior to the application. An application without said inspection report shall be void. The hearing officer may request an inspection if no inspection report is included in such application. The determination of substantial compliance shall be made by the Rent Leveling Board upon reviewing the list of violations, if any, set forth in the inspection report. If~~

~~there are any objections thereto, then either party may file a complaint with the Board and a hearing shall be scheduled. The Chairperson of the Board shall intervene whenever necessary, upon request of any party to an application, to assure a prompt inspection by the appropriate department.~~

~~(1) If a landlord is determined to be in substantial compliance, then the hardship request shall be processed subject to the requirements set forth in § 260-10 of this chapter.~~

~~(2) If a landlord is determined not to be in substantial compliance at the time of the hearing on the hardship application, and the Board determines, after hearing, that the application would otherwise be granted, then the Board may grant provisional approval for the hardship application with such approval to be reviewed within six months. In the event that the subject property is brought into substantial compliance within the six-month period, then the provisional approval shall become final.~~

~~(3) In the event that the subject property is not brought into substantial compliance within the six-month period but the owner has, within this period, made significant progress toward substantial compliance, the provisional approval shall continue with a further review being scheduled within the following three months. If the property is brought into substantial compliance within the additional three months, the provisional approval shall become final.~~

~~(4) In the event that the owner has not brought the property into substantial compliance or made significant progress toward substantial compliance within the six-month initial period or fails to bring the property into substantial compliance after being accorded the additional three-month extension, the owner's provisional approval shall terminate and any rent increase collected shall be immediately refunded to the tenant who paid the increase. In the event that a provisional approval is so terminated, the Board shall dismiss the hardship application. An owner whose application has been so dismissed may reapply for a hardship rental increase. Any reapplication shall be considered an original application under § 260-10.~~

~~H. The landlord shall register the rent roll with the Rent Leveling Bureau in order to qualify for any rental increase.~~

~~I. If the landlord does not inform or misinforms the tenant concerning the rent paid by the prior tenants or in any manner illegally increases the tenant's rent, the Rent Leveling Bureau shall then accept, hear and adjudicate a compliance of an illegal increase.~~

~~J. The landlord shall provide to each tenant a copy of the Truth-In-Renting Statement and subsequent amendments to said statement and be in full~~

~~compliance with the landlord identity disclosure provision contained within the statement in order to qualify for any rental increase.~~

~~§ 260-4. Procedure for cost-of-living increases.~~

~~Any landlord seeking a cost-of-living rental increase shall notify the tenant in writing at least 30 days prior to the effective date of the increase as required by law of the calculations involved in computing the increase, including the consumer price index three months prior to the expiration or termination of the lease and the commencement of the lease term, or for a periodic tenant whose lease term is less than one year, the consumer price index 15 months prior to the effective date of the proposed increase, the allowable percentage increase as per § 260-3 and the allowable rental increase. The notice shall state the tenant's right to contest the increase within six months to the Jersey City Rent Leveling Bureau.~~

~~§ 260-5. Capital improvement and service charge.~~

~~A. A landlord may apply to the Bureau of Rent Leveling for a service charge for increased or improved services. The landlord shall submit a written proposal with cost estimates to the Rent Leveling Board prior to performing any major or capital improvement work, showing how the work will affect all dwelling units. The landlord shall include the substance of said proposal in the notice of application to each tenant sent pursuant to Subsection C of this section. The aforesaid notice shall advise the tenants that they have a right to request a hearing before the Rent Leveling Board with respect to the proposed capital improvement work. Final approval by the Board shall not be considered until the capital improvement work has been completed and after the Board has received necessary documentation, at which time a final hearing will be scheduled. The landlord shall compute the average cost of the computed capital improvement or service by the number of years of useful life of the improvement as claimed by the landlord for federal income tax depreciation purposes. The landlord shall propose to apportion the average cost of completed improvement or service per year of useful life among the tenants in the dwelling in accordance with one of the following methods:~~

- ~~(1) If the capital improvement benefits certain housing spaces only, then the cost of those improvements shall be surcharged to only these units.~~
- ~~(2) If the capital improvement benefits all housing spaces but in varying degrees according to the amount of living area of each housing space, then the cost for the improvements shall be charged according to either the number of rooms or the space in proportion to the total rentable area in the dwelling.~~

- ~~(3) If the capital improvement is equally beneficial to all housing spaces regardless of the living area within any housing space, then the cost of the improvements shall be charged according to the number of housing spaces within the dwelling.~~
- ~~B. All work done on the property must be performed with the appropriate proper local approval as evidenced by permits and the completed capital improvements must be in accord with building, fire, plumbing, electrical and any other code regulations. Before any capital increase is approved, an inspection shall be required to be made by a qualified inspector of the Department of Housing, Economic Development and Commerce together with an inspection by the Office of the Construction Official in order to document the nature of the work performed and that the structure is in substantial compliance. A certificate of occupancy must be secured if required by law. The landlord shall furnish with the application a certification of the true cost of each improvement signed by a qualified inspector and an affidavit by the landlord that the amount claimed in the application is attributable only to the specific building which is the subject of the application.~~
- ~~C. Notice procedure. Prior to any application under this section, the landlord shall serve upon each tenant, by registered or certified mail or personal service of a notice of application filing setting forth the basis for said application, the amount of rental increase or surcharge applied for with respect to that tenant and the calculations involved. A sample copy of such notice shall be filed with the application of the landlord together with an affidavit or certification of service of notice of application upon each tenant. Tenants who request a copy of the complete application shall have one provided by the landlord.~~
- ~~D. Determination. The Rent Leveling Board may grant the landlord a rental surcharge or increase under the provisions of this section. No landlord shall impose upon any tenant a rent surcharge or increase under this section without first obtaining approval from the Rent Leveling Board. It shall be within the discretion of the Board to fix the effective date of any approval of a rental surcharge or increase to be at any reasonable time after determination. A surcharge granted under the provisions of this section shall not be considered rent for purposes of computing cost-of-living rental increases pursuant to §§ 260-2, 260-3 and 260-4. After the landlord has filed his or her application for an increase with all supporting documents and materials, no new material will be considered by the Hearing Officer or Board unless such new material is filed with the Board and notice identifying such new material and setting forth a description of such material is served upon each tenant no later than 10 days prior to the date of the hearing. Tenants who request a copy of the capital improvement file and any new materials submitted to the Board or hearing officer shall have one provided by the landlord at least five days prior to any hearing date.~~

~~E.— Computations.—~~

- ~~(1) — A landlord must provide as part of his or her application a completed Rent Leveling Board form indicating the method and term of depreciation of the capital improvements claimed by the landlord.—~~
- ~~(2) — In the case of all capital improvements, the depreciation period shall be calculated according to its useful life, which in no case shall exceed 10 years for major capital improvements and five years for minor capital improvements.—~~
- ~~(3) — In the case of such major capital improvements, the capital improvement charge shall be a part of the permanent base rent.—~~
- ~~(4) — Major capital improvements shall consist of a substantial change in the housing accommodations such as would materially increase the rental value in a normal market and which consists of capital improvements to building wide operating systems, including but not limited to items such as complete plumbing or electrical replacement for the entire building or a complete new roof. Major capital improvements shall also include complete kitchen and bathroom replacements for an individual apartment unit.—~~
- ~~(5) — In the case of minor capital improvements, the capital improvement charge shall not be a part of the permanent base rent, nor shall any financing costs be included as part of said surcharge.—~~
- ~~(6) — Minor capital improvements shall consist of all capital improvements not classified as major capital improvements.—~~
- ~~(7) — A capital improvement increase resulting hereunder shall not exceed 15% of the legal rent for the first year of such increase. Any further amount of increase which would have resulted based upon the landlord's application hereunder shall be apportioned equally over the remaining period of the capital improvement charge.—~~
- ~~(8) — Except in the case of emergency capital improvements, as defined in Subsection G, a landlord shall be entitled to only one major capital improvement increase in any twelve month period.—~~

~~F.— The Board, in computing the amount spent for capital improvements, may consider the reasonable value of construction services performed by the owner in the actual capital improvement work. Where allowed, this shall include professional consultation or other similar services of the owner and is limited to actual labor and materials invested by the owner.—~~

~~G.— In the case of emergency major capital improvements a landlord shall not be required to obtain Board approval prior to performing said capital improvement work. The landlord shall be required to obtain Board approval for any capital improvement charge after the capital improvement work has been completed as otherwise provided for capital improvement charges herein. For purposes of this section, "emergency~~

~~capital improvement" shall mean a capital improvement made to correct a condition causing immediate and/or imminent danger to the health or safety of occupants of the subject premises, as defined by the Division of Construction Code Official, Department of Public Safety and/or Building Department. The landlord shall notify the Division of Construction Code Official of this condition as soon as possible.~~

Sec. 260-6 Hardship Rental Increase - [To Be Drafted]

~~§ 260-6. Exemptions for new dwellings and new housing space and for dwellings vacant as of July 1, 1998.~~

- ~~A. The owner of a newly constructed dwelling and the owner of newly constructed housing space which is rented for the first time shall not be restricted in the initial rent charged, provided that the owner has registered the rent with the Bureau of Rent Leveling. Except as provided in Subsection C of this section, any subsequent rental increases shall be subject to the provisions of this chapter.~~
- ~~B. Permits as required by law are to be secured from all agencies having control and jurisdiction. All work must adhere to appropriate code standards and must be inspected by all agencies having control and jurisdiction and their approval obtained. A certificate of occupancy must be secured as required by law.~~
- ~~C. In accordance with N.J.S.A. 2A:42-84.1 et seq., L. 1987, c. 153, the provisions of this chapter shall not apply to a new dwelling which is constructed between June 25, 1987, through June 25, 1992, and which is not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the dwelling, or for 30 years following completion of construction, whichever is less. This exemption applies only where an owner complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3.~~
- ~~D. Buyers of multifamily dwellings covered by this chapter which are certified by the Division of Tenant/Landlord Relations to be vacant as of July 1, 1998 shall be granted a permanent exemption from the mandates of this chapter for rental units within that dwelling. Officers designated by the Director of the Division of Tenant/Landlord Relations shall be~~

~~responsible for certifying, in writing, that a dwelling is vacant as of July 1, 1998.~~

~~§ 260-7. Anti harassment and tenant complaints.~~

~~A. Any tenants desiring to remain in their units may do so without provocation or retaliation from landlords. For the purpose 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 behalf. These actions include, but are not limited.~~

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

~~B. Investigation/prosecution of harassment complaints. The Housing Municipal Court shall have jurisdiction over such complaints. The city shall assign one of its municipal prosecutors to investigate and/or prosecute complaints involving harassment filed by either tenants or landlords. Any landlord found guilty of violating this section shall be liable for a fine of up to \$1,000 and/or imprisonment for a period of up to 90 days and/or a period of community service not exceeding 90 days.~~

~~C. Any complaint of an illegal increase or claim to lower rentals must be filed with the Bureau of Rent Leveling no later than two years after the effective date of the disputed increase. This limitations period shall apply to all claims accruing on or after January 1, 1987.~~

~~D. Payment of rental increase for two consecutive years shall be construed to be an agreed increase and not subject to the provisions of this chapter except that in the event that the Board determines that the landlord has not served upon the tenant the rental statement set forth in § 260-1, the Board shall waive the two-year limitations period.~~

~~E. If at any time after 30 days of a determination by the Rent Leveling Board or Administrator resulting in a refund of moneys to the tenant the~~

~~landlord has not paid the refund to the tenant, the tenant may deduct the refund from the next rental payment.~~

- ~~F. Rent charges by the landlord shall be reduced or rolled back for any one of the following reasons if so determined by the Rent Leveling Board or Administrator:
 - ~~(1) For the reasons set forth in § 260-14 of this chapter.~~
 - ~~(2) For an unapproved rent increase beyond the annual cost of living increase.~~~~
- ~~G. An individual tenant or group of tenants on behalf of a tenant in the subject premises may file a complaint for a rent rollback based upon the foregoing reasons or any other reason where the value of the housing space is reduced.~~
- ~~H. At the time of any complaint made pursuant to Subsection G, the tenant or group of tenants on behalf of a tenant in the subject premises may request an inspection from the local housing or property maintenance department, which department shall undertake the inspection, submit a report and be available to the Rent Leveling Board at the hearing.~~
- ~~I. Any rent reduction, if granted by the Board, shall remain in effect until the landlord proves to the Board that the deficiency has been corrected.~~
- ~~J. The Board shall adopt guidelines for rent reductions under this section and shall consider the type of deficiency, the cause of deficiency, steps taken to alleviate the deficiency and the severity of the deficiency.~~

§260-8 Landlord Registration Statement and Tenant Notice

A. Landlord Registration

- ~~a. Every landlord as that term is defined herein, whether or not exempt as set forth in §260-3, shall file a Landlord Registration Statement (the Registration) with the Office of Landlord/Tenant Relations containing the following information:
 - ~~1. Dwelling information, including:
 - ~~a. The street address, tax block and lot, and ward of the dwelling~~
 - ~~b. The total number of housing spaces in the dwelling, the number of rooms in each housing space, and the square footage of each housing space.~~~~
 - ~~2. The name, address, telephone number and email address of the owner(s) of record. If such owner is not~~~~

a natural person, the Registration must include and identify the names of all partners, officers and/or directors of any such entity, and the personal contact information, including street address, email address and telephone numbers for each of them and the personal contact information, including street address, email address and telephone number for the owner's registered agent.

3. If the address of any record owner or registered agent is not located in the County of Hudson, the name, address, telephone number and email address of a person who resides in the County of Hudson or has an office in the County of Hudson and is authorized to accept notices from tenants and to issue receipts for notices from tenants and to accept service of process on behalf of the record owner or owners.
4. The name and address of the managing agent of the dwelling, if any.
5. The name, address, 24 hour/7 day a week telephone number, and email address of an individual representative of the record owner or managing agent who may be called at any time in case of an emergency affecting the dwelling or any housing space within the dwelling, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair to the building or expenditure in connection with the building.
6. For all dwellings containing five (5) or more housing spaces, the Registration shall require the following additional information:
 - a. The name and address, including the housing space, unit, apartment or room number of the superintendent, janitor, custodian or any other individual employed by the record owner or managing agent to provide regular maintenance service. In dwellings containing six (6) or more housing spaces, the individual providing the maintenance service must reside in the dwelling unless and until an exception is granted pursuant to §254-45B(28)(b).
 - b. A list of the base monthly rents of each housing space, by apartment or room number, within the

dwelling as of January 1, 1983.

- B. The Registration shall be filed with the Office of Landlord/Tenant Relations annually, between January 1 and March 31 of each calendar year. An owner who purchases a dwelling on or after April 1 of any year shall file a Registration within seven (7) days of purchase. A landlord entitled to an increase in the rent pursuant to §260-4B or 4C as a result of a determination by the Office of Landlord/Tenant Relations or the Rent Leveling Board, shall file an amended Registration within ten (10) business days of the date of the final determination, it being understood that the determination shall not be deemed final while it is pending an appeal nor pending the period during which an appeal may be filed.

B. Notice in Lobby

- a. Every owner of a dwelling as that term is defined herein, whether or not exempt as set forth in §260-3, shall post a notice (the "Notice") in the lobby, entryway, foyer, or hallway. The Notice shall written be in 20 point font and shall easily be visible to all. The Notice shall contain the following information:
- i. The street address, tax block and lot, and ward of the dwelling;
 - ii. The name, address, telephone number and email address of the owner(s) of record.
 - iii. If the owner of record is not a natural person, the personal contact information, including street address, email address and telephone number for the owner's registered agent.
 - iv. If the address of any record owner or registered agent is not located in the County of Hudson, the name, address, telephone number and email address of a person who resides in the County of Hudson or has an office in the County of Hudson and is authorized to accept notices from tenants and to issue receipts for notices from tenants and to accept service of process on behalf of the record owner or owners.
 - v. The name, address, 24 hour/7 day a week telephone number, and email address of an individual representative of the record owner or managing agent who may be called at any time in case of an emergency affecting the dwelling or any housing space within the dwelling, including such emergencies as the failure of any essential service or system, and who has the authority to make emergency decisions concerning the building and any repair to the

- building or expenditure in connection with the building.
- vi. For all dwellings containing five (5) or more housing spaces, the Notice shall also state the name and address, including the housing space, apartment or room number of the superintendent, janitor, custodian or any other individual employed by the record owner or managing agent to provide regular maintenance service.
 - vii. For a property not exempt under §260-3, a separate notice shall also be displayed. The Notice shall be written in 20 point font and shall easily visible to all. The Notice shall contain the following language in both English, Spanish, and Arabic:
 - 1. “All units in this building are covered by Jersey City’s Rent Control Law. That law places limits on a landlord’s ability to increase rent. To learn more, contact Jersey City’s Office of Landlord / Tenant Relations at XXX-XXX-XXXX”
 - 2. The Office of Landlord / Tenant shall provide provide the appropriate translations in Spanish and Arabic and the working telephone number on an annual basis.
 - viii. If any information contained in the Notice changes, the landlord shall post an updated Notice within fifteen (15) business days.

C. Information to Tenants in Leases

- a. The landlord shall provide to all tenants at the time of signing a new lease or renewal of the lease or, if there is no formal lease renewal, on an annual basis, the following:
 - i. A separate document with only following language written on the cover page in English, Spanish, and Arabic:
 - 1. “Your apartment is rent controlled. Jersey City’s rent control law places limits on a landlord’s ability to increase rent. To learn more, contact Jersey City’s Office of Landlord / Tenant Relations at XXX-XXX-XXXX. This document provides more information about your rent controlled apartment.”
 - 2. The Office of Landlord / Tenant shall provide provide the appropriate translations in Spanish and Arabic and the working telephone number on an annual basis.
 - ii. The subsequent pages shall include:

- a. A rider describing the rights and duties of owners and tenants as provided for under Chapter 260 of Jersey City Code. Such notification or lease provision shall be written in a clear and coherent manner using at least 12-point type and using words with common and everyday meanings, and appropriately divided and captioned by its various sections, and shall be attached as an addendum to the lease.
- b. A copy of the Truth-In-Renting Statement published by the State Department of Community Affairs.
- c. The rent paid by all tenants who occupied the housing space rented by the new tenant during the prior twelve (36) months.
- iii. Both the landlord and the tenant shall sign and date these documents to confirm receipt.
- iv. Upon the face of each lease, in bold type of at least 12 points and larger than the font size of the lease, shall appear the following: "Jersey City Code limits the amount your rent can be increased annually. Attached to this lease are the pertinent rules and regulations governing tenants and landlords' rights under Chapter 260 of Jersey City Municipal Code. For more information, consult Section 260-3 of the Jersey City Code, which is available on the Jersey City website or by contacting the Jersey City Office of Tenant/Landlord Relations at XXX-XXX-XXXX"
- v. On an annual basis, the Office of Tenant / Landlord Relations will provide the office's working telephone number.
- vi. The landlord shall keep a copy of the information described herein. The landlord shall make this record available to the Office of Landlord/Tenant Relations or Rent Leveling Board upon request.
- vii. No rent increases pursuant to §260-4 shall be allowed if the landlord has failed to comply with any of the Registration and/or Notice requirements set forth herein.
- viii. Owner-occupied dwellings with four (4) or fewer housing spaces are exempt from the Registration and

Notice requirements set forth herein.

D. Violations and penalties.

1. Violation of this article shall be punishable by a fine or imprisonment as set forth in Chapter 1, General Provisions, § 1-25.
2. Each violation of this article shall constitute a separate violation independent of any other section or any order issued pursuant to this chapter. Each day's failure to comply with this article or subsection shall constitute a separate violation.

§ 260-8. - Landlord Buyout Agreements

(a) Definition

“Buyout Agreement” means an agreement through which the landlord pays the tenant money or other consideration to vacate a rental unit.

“Buyout Negotiations” means any discussion or bargaining, whether oral or written, between a landlord and tenant regarding the possibility of entering into a Buyout Agreement.

(b) Disclosure required prior to Buyout Negotiations. Prior to commencing Buyout Negotiations for a rental unit, the landlord shall provide each tenant in that rental unit a written disclosure, on a form developed and authorized by the Office of Landlord/Tenant Relations, that shall include the following:

(1) A statement that the tenant has a right not to enter into a Buyout Agreement or Buyout Negotiations;

(2) A statement that the tenant may choose to consult with an attorney before entering into a Buyout Agreement or Buyout Negotiations or if the tenant cannot afford an attorney, he or she may contact attorneys.

The Office of Landlord/Tenant will provide an updated list of attorneys to use on an annual basis. Northeast New Jersey Legal Services at 201-792-6363 or The Waterfront Project at 551-256-7578;

(3) A statement that the tenant may rescind the Buyout Agreement for up to 30 days after the Buyout Agreement is fully executed;

(4) A statement that the tenant may visit the Office of Landlord/Tenant Relations for information about other Buyout Agreements in the tenant's neighborhood;

(5) A list of tenants' rights organizations and their contact information;

(6) A statement that information about tenants' rights is available at the Office of Landlord/Tenant Relations, through its counseling telephone number, and on its website;

(7) If the landlord is an entity, the names of all people within that entity who will be conducting the Buyout Negotiations, as well as the names of all people within that entity who will have decision-making authority over the terms of the Buyout Agreement;

(8) Any other information required by the Office of Landlord/Tenant Relations consistent with the purposes of this section; and

(9) A space for each tenant to sign and write the date on which the landlord provided the tenant with the disclosure.

The landlord shall retain a copy of each signed disclosure form for five years, along with a record of the date the landlord provided the disclosure to each tenant.

(c) Notification of the Office of Landlord/Tenant Relations. Prior to commencing Buyout Negotiations, a landlord shall provide the following information to the Office of Landlord/Tenant Relations, on a form developed and authorized by the Office of Landlord/Tenant Relations:

(1) The landlord's name, business address, business email address, and business telephone number;

(2) The name of each tenant with whom the landlord intends to enter into Buyout Negotiations;

(3) The address of the rental unit that may be the subject of Buyout Negotiations; and

(4) A statement that the landlord provided each tenant with the disclosure required by subsection (a) prior to commencing Buyout Negotiations.

(d) Requirements for Buyout Agreements. Every Buyout Agreement shall:

(1) Be in writing. The landlord shall give each tenant a copy of the Buyout Agreement at the time the tenant executes the Agreement.

(2) Include the following statement in bold letters in a size equal to at least 14-point type in close proximity to the space reserved for the signature of the tenant(s). "You, the tenant, may cancel this agreement at any time before the 30th day after all parties have signed this agreement. To cancel this agreement, mail or deliver a signed and dated notice stating that you, the tenant, are cancelling this agreement, or words of similar effect. The notice shall be sent to: _____ (Name of landlord) at _____ (Address of landlord)."

(3) Immediately after this statement, there shall be a line for each tenant to affix his or her initials.

A Buyout Agreement that does not satisfy all the requirements of this subsection (d) shall not be effective and may be rescinded by the tenant at any time. A Buyout Agreement that does not include the initials of each tenant next to each of the statements described in subsection (d)(2) and (d)(3) shall not be effective and may be rescinded by the tenant at any time.

(e) Rescission of Buyout Agreements. A tenant shall have the right to rescind a Buyout Agreement for up to and including 30 days after its execution by all parties. In order to rescind a Buyout Agreement, the tenant must, on or before the 30th day following the execution of the Buyout Agreement by all parties, hand deliver, email, or place in the mail a statement to the landlord indicating that the tenant has rescinded the Buyout Agreement.

(f) Filing of Buyout Agreements. The landlord shall file a copy of the Buyout Agreement with the Office of Landlord/Tenant Relations no sooner than the 31 day after the Buyout Agreement is executed by all parties.

(g) Posting of Buyout Agreements. The Office of Landlord/Tenant Relations shall create a searchable database with information received

from filings under subsection (f). The database shall be accessible to the public at the Office of Landlord/Tenant Relations of and shall include a copy of all filings received under subsection (f). Before posting a copy of any filing received under subsection (f) on its database, the Office of Landlord/Tenant Relations shall redact all information regarding the identity of the tenants.

(h) Annual report. The Office of Landlord/Tenant Relations shall provide an annual report to the council regarding the implementation of this section. The first report shall be completed by January 31, 2021, and subsequent reports shall be completed by January 31 in subsequent years. The report shall include, but not be limited to, a list of all units that have been the subject of Buyout Agreements that have been reported to the Office of Landlord/Tenant Relations under subsection (f). The Office of Landlord/Tenant Relations shall post each of these annual reports on its website.

§ 260-9. - Office of Landlord/Tenant Relations.

A. There is established within the Department of Housing, Economic Development and Commerce, the Division of Housing Preservation. Under the supervision of the Director of Housing Preservation, the Division of Housing Preservation shall, through the Office of Landlord/Tenant Relations, administer, and enforce this Chapter 260.

~~§ 260-8. - Bureau of Rent Leveling.~~

~~A. There is established within the Department of Housing, Economic Development and Commerce a Bureau of Rent Leveling, the head of which shall be the Rent Leveling Administrator. The Rent Leveling Administrator shall possess all the qualifications necessary to administer this chapter and the Bureau of Rent Leveling but shall not function as a hearing officer.~~

~~B. The Rent Leveling Administrator shall be appointed by and under the direction of the Director of the Department of Housing, Economic Development and Commerce.~~

~~§ 260-9. - Powers and duties of the Bureau of Rent Leveling.~~

§ 260-10. - Powers and duties of the Office of Landlord/Tenant

Relations.

A. The Office of Landlord/Tenant Relations shall have the following powers and functions:

~~A. The Bureau of Rent Leveling under the direction of the Rent Leveling Administrator shall have the following powers and functions:-~~

- (1) To remedy violations of this chapter by adjusting rentals, ordering rebates and bringing appropriate legal charges as provided in this chapter.
- (2) To accept complaints from tenants of illegal increases, provided that these comply with the Procedural Rules of the Office of Landlord/Tenant Relations. ~~all claims are sworn to and acknowledged by a person authorized by law to administer oaths.~~
- (3) To accept any applications from landlords for rental increases under the capital improvement and hardship service surcharge provisions of this chapter, provided that all applications are ~~sworn to and acknowledged by a person authorized by law to administer oaths.~~ provided these comply with the Procedural Rules of the Office of Landlord/Tenant Relations.
- (4) To review applications and investigate complaints prior to a final decision being made in any case.
- (5) To correct rentals which violate the consumer price index.
- (6) To accept and forward to the Rent Leveling Board any applications for hardship rental increases.
- (7) To develop a "Petition Process and Hearings Procedure Rules" (hereafter "Rules") to govern the submission of petitions and hearings for illegal rent increases, capital improvements, and hardship rent increases. However, such rules must include the following:
 - A. No capital improvement or hardship rent increase petitions shall be accepted unless:
 - a. The landlord shall submit with its application a letter of code compliance from the Jersey City Office of Housing Code Enforcement.
 - b. The dwelling for which the petition pertains shall be have been properly registered and all notices required by Chapter 260 have been filed with the Office for at least 30 days. A unit is considered properly registered only if the completed registration statement has been filed with the Office and all required fees have been paid.
 - c. If applicable, a landlord seeking a capital improvement or hardship increase shall notify tenants potentially affected,

in writing, provide tenants with a summary of the application and state the increase sought.

- d. For capital improvement petitions, no petition shall be submitted after the work is complete. The Office of Landlord/Tenant Relations shall reserve the right to inspect all units and dwellings prior to the hearing and after the completion of the capital improvement to verify the condition of the unit or dwelling before or after capital improvement.
- e. The Office of Landlord/Tenant Relations shall have at least thirty (30) days to inspect a dwelling and/or unit after receipt of a capital improvement petition deemed complete to verify the conditions of the dwelling and/or unit. Furthermore, the landlord must inform the Office of Landlord/Tenant Relations within fourteen (14) days of the completion of a capital improvement.
- f. A Tenant shall only be required to submit an illegal rent increase petition to the Office of Landlord/Tenant Relations and shall not be required to “serve” the petition on any other party.

B. Within one year of the effective date of this chapter and thereafter, the Office of Landlord/Tenant Relations shall, with the aid of relevant City departments, establish and maintain a searchable database of information relating to rent control and an online portal for both landlords and tenants that protects the privacy rights of both. This database shall be accessible through a single web portal that is linked to jerseycitynj.gov or any successor website maintained by, or on behalf of, the city of Jersey City. If the Office of Landlord/Tenant Relations cannot make both rent-regulated unit data sets and rent-regulated tenant and landlord rights and responsibilities information available on the single web portal pursuant to this subdivision, the agency shall report to the Mayor and to the Council which information and data set or sets that it is unable to make available, the reasons why it cannot do so and the date by which the Office of Landlord/Tenant Relations expects that such information and data set or sets will be available on the single web portal.

~~B.— Any rebate ordered by the Rent Leveling Administrator or Rent Leveling Board shall be considered a penalty against the landlord if said rebate is not made to the tenant within 30 days of the service of a final determination by the Administrator or Board. The tenant may bring an action in Municipal Court for the collection of this penalty after the time allowed as provided in New Jersey Court Rules, 4:70-1.~~

~~C. Either party to a case shall have the right to appeal the determination of the Rent Leveling Administrator or Board's hearing officer to the Rent Leveling Board.~~

C. There is hereby established the schedule of fees for complaints, applications and landlord registration statement to the Rent Leveling Board, which fees shall be payable to the City of Jersey City as provided in Chapter 160, Fees and Charges.

(1) ~~\$125~~ per housing space for capital improvement to vacant housing spaces.

(2) ~~\$20~~\$100 per housing space for major or minor capital improvements to dwellings with fewer than 25 housing spaces.

(3) \$150 per housing space for major or minor capital improvements to dwellings with 25 or more housing spaces. .

(4) ~~\$30~~\$50 per housing space for hardship application for dwellings with fewer than 25 housing spaces.

(5) \$75 per housing space for hardship application for dwellings with 25 or more housing spaces..

(6) ~~\$10~~\$25 per housing space for the filing of landlord registration statement for all dwellings with five (5) or more housing spaces, including dwellings that are exempt from the restrictions of rent increases mandated under this Chapter, during each registration event.

(7) \$30 per housing space for condominium and cooperative conversions.

(8) ~~\$150~~\$200 per housing space for appeal of a protected tenancy determination.

~~E. No complaint application or rent roll registration will be deemed filed with the Board unless and until submitted on the Board's official forms and accompanied by all appropriate supporting documents and information and the required filing fees.~~

~~§ 260-10. Hardship rental increases.~~

~~A. In the event that a landlord cannot meet his or her mortgage payments or operating expenses or does not make a fair return on his or her investment, he or she may apply to the Rent Leveling Board for increased rentals, provided that he or she has owned the building for at least nine months prior to the time he or she applies for an increase.~~

~~B. Notice procedure prior to any application under this section to the Board. The landlord shall serve upon each tenant by registered or certified mail or personal service a notice of said application setting forth the basis for said application, the amount of rental increases applied for~~

~~with respect to that tenant and the calculations involved. A sample copy of such notice shall be filed with the application of the landlord to the Board, together with an affidavit or certification of service of notice of application upon each tenant. No hearing shall commence earlier than 6:00 p.m. and no hearing shall continue beyond 12:00 midnight.~~

- ~~C.— Determination by Rent Leveling Board. The Board may grant the landlord a rental increase under the provisions of this section. No landlord shall impose upon any tenant an increase in rent under this section without first obtaining approval from the Board. It shall be within the discretion of the Board to fix the effective date of any approved rental increase to commence at a reasonable time as determined by the Board. The Board must decide any hardship case within 60 days from the date of completion of application by the landlord, provided that all necessary and required documentation for said application has been submitted by the landlord to the hearing officer or the Board.~~
- ~~D.— After the landlord has filed his or her application for an increase with all supporting documents and materials, no new material will be considered by the hearing officer or Board unless such new material is filed with the Board and notice identifying such new material and setting forth a description of such material is served upon each tenant no later than 10 days prior to the date of the hearing. Tenants who request a copy of the hardship file, and any new materials submitted to the Board or hearing officer, shall have one provided by the landlord at least five days prior to any hearing date.~~
- ~~E.— The Board shall deny all or a part of the relief requested where specific findings of fact support the conclusion that the landlord purchase or operations are not reasonable, prudent and/or efficient.~~
- ~~F.— The Board shall only include expenses that are reasonable, necessary and usual operating expenses. If an expense is not a usual yearly expense, the Board shall prorate the expense over a reasonable period of time based upon the history of the building and the actual useful life of the expense item. Any expenses connected with repairs and miscellaneous items shall be substantiated with bills and other documents for a twelve month period prior to the application. No capital improvement or capital expenses shall be considered under this category.~~
- ~~G.— Documentation presented by the landlord in the hardship application must include the following:~~
- ~~(1) — The title closing statement or other proofs of purchase.~~
 - ~~(2) — Canceled checks or other proof of payment for all expenses claimed in the hardship application.~~
 - ~~(3) — All canceled checks or other proof of payment for all expenses claimed in the hardship application.~~

- ~~(4) All invoices, bills or other proof of work performed, supplies purchased and/or equipment purchased as claimed in the hardship application.~~
- ~~(5) A compilation statement of income and expenses relating to the subject property only for the preceding two years or from the date of acquisition of title if the property is owned for less than two years.~~
- ~~(6) Copies of those portions of tax returns relating to the property for the preceding two years or the period of the landlord's ownership if less than two years if filed.~~
- ~~(7) All mortgages and notes.~~
- ~~(8) The deed.~~
- ~~(9) Any other documents sought by the Rent Leveling Board and being relevant to the subject application and necessary to the Board's decisionmaking process.~~

~~H. Claimed expenses that are not supported by bills or invoices and canceled checks, money orders or appropriate proof of payment shall not be allowed.~~

~~I. If the Board determines that the landlord has withdrawn a part or all of his or her investment through refinancing or through any other means, then said withdrawal shall be deducted from the landlord's equity in real property investment unless used for the subject property.~~

~~J. If the Board determines that the landlord has unreasonably or excessively financed the property, then the Board may reasonably adjust the financing expense based upon market rates.~~

§ 260-~~1211~~. - Rent Leveling Board established.

A. There is created a Rent Leveling Board to assist the administration of this chapter. The Board shall consist of (7) members, all of whom shall be residents of the City of Jersey City. Board members shall be appointed by the Mayor with the consent of the Municipal Council. Two members shall be appointed for one year, three for two years, two for three years; and thereafter, each new member shall serve a term of three years and until his successor has been appointed and qualified.

B. The Mayor may also appoint two alternate members of the Board with the consent of the Municipal Council for a term of one year and until their successors are appointed and qualified. If any vacancy shall occur, other than the expiration of term, it shall be filled by appointments as above-provided for the unexpired term.

- C. The members and alternate members of the Board shall, insofar as practicable, as a group, be representative of the affected interests in the city.
- D. An alternate member shall be entitled to sit with and participate as a member in any meeting of or hearing before the Board. An alternate member who has attended the full hearing or hearings and all pertinent meetings may participate in the Board's determination during the absence or disqualification of any regular member.
- E. No member or alternate member of the Rent Leveling Board shall be permitted to act on any matter in which he or she has, either directly or indirectly, any personal or financial interests. Members and alternate members may be removed for inefficiency, neglect of duty or malfeasance in office by the Mayor at his discretion after proper hearing. Any Board member or alternate member who is absent for three consecutive Board meetings shall automatically be removed from the Board.
- F. All members of the Board must disclose any/all real estate holdings in Jersey City.

§ 260-~~13~~12. - Powers of Rent Leveling Board.

- A. The Rent Leveling Board is granted and shall have and exercise, in addition to other powers herein granted, all powers necessary and appropriate to see that the purposes of this chapter are carried out and executed, including but not limited to the following:
 - (1) To issue and promulgate such procedural rules and regulations as it deems necessary to implement the purposes of this chapter, provided that such rules are filed with the City Clerk. The City Council may amend any rules of the Board through an ordinance.
~~To issue and promulgate such procedural rules and regulations as it deems necessary to implement the purposes of this chapter, which rules and regulations shall have the force of law until revised, repealed or amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the City Clerk. The Municipal Council may reject any rules of the Board within 60 days of the issuance of such rule and such rejected rule shall be deemed null and void and be of no force.~~
 - (2) To supply information and assistance to landlords and tenants to help them comply with the provisions of this chapter.
 - (3) To review final decisions and actions of the Office of Landlord/Tenant Relations based upon a verbatim record of the proceedings before the Office.

~~(4) To reduce or roll back rent charges by the landlord for any violation of this Chapter.~~

~~To hold appeals hearings and adjudicate appeals from tenants for reduced rental in accordance with provisions of this chapter.~~

~~(4) To hold hearings for hardship, capital improvement and rent reduction applications in accordance with the provisions of this chapter.~~

~~B. The Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination. All determinations of the Board must be approved as to law and form by the Corporation Counsel prior to release. All Board determinations must be in writing.~~

~~C. The Board may designate any one of the following persons as hearing officers to conduct hearings pursuant to this chapter: any one of its members or any person who was employed by the city to the position of hearing officer. Such hearing officer shall, within five days after the conclusion of the hearing, file a written report with the Board. Said report shall contain the names and addresses of the parties to the hearing, names and addresses of all witnesses other than parties who testified at the hearing, the detailed findings of fact and conclusions of law, a recommended decision and the detailed basis for the recommendation. Attached to the report shall be all documents and papers received in evidence and the tape recording or transcript of the hearing. A copy of the report alone shall be mailed or served upon each party to the hearing. The parties may file written exceptions to the report with the Board. However, no exceptions shall be considered by the Board unless the same has been filed with the Board within 10 days from the date the copy of the report is received by the party submitting the exceptions. The Board shall consider the report and any exceptions to said report and shall render a decision promptly to either adopt, reject or modify the hearing officer's recommended decision.~~

~~D. The final decision or order of the Board shall be in writing or stated in the record of the Board's proceedings. Findings of fact, if set forth by reference to the language of this chapter, shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings. The parties shall be notified either personally or by certified mail of the final decision.~~

~~§ 260-13. Appeal of Board's decision.~~

~~Both landlord and tenant may appeal the findings of any determination of the Board to a court of competent jurisdiction according to law. The landlord shall provide written notice to each tenant of any such appeal or complaint.~~

~~and shall certify to the Administrator that notice has been given. Failure to so certify in any case shall be a violation of this chapter punishable by a minimum fine of \$100 and maximum penalties as provided in Chapter 1, General Provisions, § 1-25.~~

~~§ 260-14. Required services; heating systems.~~

- ~~A. During the term of this chapter, the landlord shall maintain the same standards of service, heating, maintenance, furniture, furnishings and equipment in the housing space and dwelling as he or she provided or was required to do by law or lease at the date the lease was entered into.~~
- ~~B. When services, care or maintenance or when the standards of service, heating, maintenance, furniture, furnishings and equipment in the housing space or dwelling are not substantially maintained as specified above, any tenant may apply to the Rent Leveling Board for a decrease in rent. A copy of said application shall be served upon the landlord and all other tenants setting forth, in detail, the reasons for such applications. At least 20 days shall elapse before a hearing thereon can be set.~~
- ~~C. Conversion of a central heating system paid for by the landlord to an individual dwelling heating system unit paid for by the tenant shall be considered a reduction of services. Any landlord who makes such heating conversion shall notify his or her tenants of their entitlement to a rental decrease commensurate with the additional cost to the tenant.~~
- ~~D. The two year period provided under § 260-7 within which a tenant may apply to the Rent Leveling Board for a decrease in rent based on reduction of service shall not commence until the landlord provides each tenant with written notice of a tenant's entitlement to a rent reduction based on the conversion.~~

~~§ 260-15. Provisions retroactive.~~

~~No landlord shall after the effective date of this chapter charge any rents in excess of what he or she was receiving from the effective date of this chapter except for increases as authorized by this chapter; nor shall such landlord charge any rents in excess of what he or she was receiving on January 11, 1973, if such excess is in excess of the rental which is authorized by this chapter.~~

~~§ 260-16. Computations to be rounded off.~~

~~In computing rental increases and surcharges as provided under this chapter, all amounts so computed may be rounded off to the nearest dollar in accordance with generally accepted accounting principles.~~

§ 260-14. - Violations and penalties

A violation of any provisions of this chapter, including but not limited to the filing with the Rent Leveling Board or the Administrator of any material misstatement of fact, shall be punishable as provided in Chapter 1, General Provisions, § 1-25. A violation affecting more than one tenant shall be considered a separate violation as to each tenant.

§ 260-15. - Construal of provisions.

This chapter being necessary for the welfare of the city and its inhabitants shall be liberally construed to effectuate the purposes thereof.

~~§ 260-19. - When effective; other provisions supplemented.~~

~~A. - This chapter shall remain in effect until the Council determines, by ordinance, that rent control is no longer necessary in the City of Jersey City and that it is in the public interest to permit the unrestrained operation of the competitive rental market.~~

~~B. - All provisions of Chapter 218, Multiple Dwellings, of the Jersey City Code as amended and supplemented by this chapter be and they are hereby readopted.~~

~~§ 260-20. Nonoccupant owner registration of dwelling units.~~

- ~~A. The nonoccupant owner of any dwelling of one to four units which is let or rented for residential use shall file a statement with the Rent Leveling Board registering such unit.~~
- ~~B. The statement shall contain:~~
- ~~(1) The total number of units in each dwelling rented, the address of each dwelling, the number of persons living in each dwelling unit, the number of rooms in each dwelling unit and the square footage of each dwelling unit.~~
 - ~~(2) The home address and telephone number where the owner or an agent authorized to act on the owner's behalf with respect to the maintenance of the property can be reached during regular business hours.~~
 - ~~(3) The address and telephone number of an agent capable of responding to or relaying emergency notices and messages concerning the dwelling at any time.~~
- ~~C. If the owner is a corporation or entity other than an individual, in addition to the information requested in Subsection B above, the statement shall also contain:~~
- ~~(1) The home address and telephone number of each principal owner as requested above.~~
 - ~~(2) The address of the corporation and registered agent.~~
- ~~D. From November 1 through March 31 of each year, each telephone number listed in the registration statement shall be equipped with an answering device capable of receiving and recording messages from any tenant calling with regard to maintenance.~~
- ~~E. Owners shall file an amended statement within seven days of any change in the information required to be filed with the Rent Leveling Board.~~
- ~~F. Owners have 30 days after the effective date of this chapter to comply with its requirements.~~