



City of Bridgeton
Department of Housing & Inspections
Rent Leveling (Rent Control)

Disclosure Statement

Property Address _____

The name and address of the owner of the above listed property is
(If corporation, LLC, etc., list names, addresses and phone numbers of all principals)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Tenant (s) Name

_____	_____	_____
_____	_____	_____

Tenant Phone No. _____

Apartment of Unit number (if applicable) _____

Date of Initial Occupancy: _____

THE PURPOSE OF THIS DOCUMENT IS TO ADVISE YOU OF YOUR RIGHTS
UNDER THE BRIDGETON RENT CONTROL ORDINANCE.

Pursuant to Chapter 277 of the City of Bridgeton Code all rented dwelling units/properties, not subject to any exceptions listed within said chapter, are subject to rent control. Accordingly, tenants should be aware of the existence of Ordinance (#) with the following provisions:

Disclosure Statement

Landlords are required under Section 277-53 (B) to provide each tenant with a Disclosure Statement advising them of their general rights as a tenant within the City of Bridgeton where applicable. Landlords are required to keep on file in the Rent Leveling & Stabilization Office a Disclosure Statement signed by all tenants at the onset of their tenancy outlining their rights pursuant to Chapter 277-41 et seq., of the City of Bridgeton Code. In the absence of a Disclosure Statement that is signed and dated by the tenant, a landlord may also establish proof of service of the Disclosure Statement by providing documentation that said statement was sent via registered or certified mail to the tenant.

Registration of Units

A copy of the Landlords' most recent annual registration statement (Section 277-44) is on file in the Rent Leveling & Stabilization Office and available to the tenant upon request.

Rent Increases

Any landlord seeking or implementing an annual rent increase pursuant to Section 277-47B, shall provide notice of said action in writing to the tenant at least sixty (60) days prior to the effective date of the rental increase.

Upon proper notice at the expiration of a lease or periodic tenancy, no landlord may request or receive an increase greater than the percentage increase, if any, in the Consumer Price Index (CPI) published in the fourth month prior to the month in which the lease or periodic tenancy terminates over the Price Index published in the sixteenth month prior to the month of termination.

EXAMPLE OF HOW TO CALCULATE RENT INCREASE

Assume a lease or periodic tenancy with a rent of \$400 expires in April of 2005. To calculate the amount of rent increase allowed, use the CPI published in the fourth preceding month, or December of 2004, which is 293.9 (#1).

Next, take the CPI published in the sixteenth month preceding the month of termination, or December of 2003 which is 283.6 (#2) and subtract 283.6 from 293.9 = 10.3 (#3).

To calculate the percentage change in the CPI, take 10.3 (#3) and divide it by 283.6 (#2) to arrive at 0.3 (#4).

Next, multiply the current rent (\$400) by the percentage change in the CPI or .03 = \$12 (#5) which is the permissible increase allowed.

Add the permissible increase of \$12 to the current rent of \$400 to arrive at the new rent which is \$412

1	CPI published in December 2004	293.9
2	CPI published in December 2003	-283.6
3	Difference in CPI	10.3
4	Percentage change in CPI (0.3 divide by 283.6 =)	.03
5	Permissible increase is current rent (e.g. \$400) multiplied by .03 =	\$12.00
6	New rent is (rounded to nearest dollar)	\$412.00

Posting of Regulations & Notice

All landlords shall also be required at all times to post a copy of this Article V. Rent Leveling Regulations in the lobby or other conspicuous place on the premises and provide a copy to all tenants on the initial lease or tenancy within sixty (60) days of enactment of this Article and any future amendments thereto.

Notice shall minimally include the following: the calculations involved in computing the increase, including the Price Index at the respective dates as required in Section 277-47, the allowable and rental increase (if applicable), the previous year's base rent, and certification or evidence that the dwelling unit is in substantial compliance with applicable codes. Failure to comply with this provision shall result in the rent continuing at the old rent amount until proper notice is given.

Overpayment of Rents / Rebates

The landlord shall rebate to the tenant any amount of rent collected in excess of that permissible pursuant to the terms of this Article by crediting the tenant over a period not to exceed three (3) months with the amount of excess rent paid, or in the event the tenant is no longer in occupancy, by refunding within a one (1) month period. If a landlord fails to return any excess collected rent to an eligible tenant within the aforementioned time periods, the tenant may seek judicial remedies under statutory or common law, and the landlord shall not be eligible for a rental increase under this Article until such time as such excess rent is paid by the landlord to the tenant, or the landlord otherwise resolves the excess rent with the tenant.

Hardship Appeals by a Landlord

Prior to a hardship appeal to the Board for an increase or capital improvements increase, a landlord must post in the lobby of each building (if applicable), or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for at least fifteen (15) days prior to the proposed date of appeal. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least fifteen (15) days prior to the proposed date of the hardship appeal, which notice shall include a copy of the application, including all exhibits supplied in connection with the appeal, and the date, time and place the hardship appeal will be heard. The landlord shall send a separate notice by certified mail/return receipt requested or personal service to each tenant at least sixty (60) days prior to the proposed date of any hardship appeal increase or capital improvement(s) increase approved by the Board, which notice shall include a copy of the Board's decision.

No tenant shall be required to sign any such rent increase notice, or Lease Agreement or extension thereof, until such tenant has had the opportunity to review the documents for a period of at least ten (10) days.

Standard of Service

During the term of the tenancy, the landlord shall maintain the same standards of service, maintenance, furnishings, if any, and equipment, if any, in the dwelling unit or dwelling and common areas as required by law or as outlined in the lease or tenancy as of the effective date of the lease or when the tenancy was entered into or started. In the event that the landlord fails to provide or maintain such service/standard, tenants may petition the Rent Leveling Board for a reduction in rent, credit for reduced services and/or right of reimbursement in cases where the tenant cannot receive a benefit through credits. A tenant shall be prohibited from obtaining a reduction in rent, rent credit, or reimbursement where it has been determined by the Rent Leveling Board that the tenant has caused damage to the dwelling unit, including any furnishings and equipment.

Rent Regulation Officer

To help Tenants and Landlords with the Rent Control Program in the City of Bridgeton, there is a Rent Regulation Officer. The Rent Regulation Officer can be contacted as follows:

Name: Danielle Deitz

Phone: (856) 455-3230 Ext 223

Email: DeitzD@cityofbridgeton.com

The Rent Regulation Officer will maintain all required records, supply information and assistance to landlords and tenants and to bring together tenants and landlords into formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the Rent Control Program, sign complaints when necessary, and assist the Rent Control Board.

Any person not satisfied by a determination of the Rent Regulation Officer may appeal such determination to the Rent Leveling Board. Such appeal shall be filed with the Rent Regulation Officer or Office of the City Clerk within forty-five (45) days of the date such determination was issued. An appeal shall be in writing and shall be accompanied by the required fee (\$20). The Rent Regulation Officer shall then place the appeal upon a Rent Leveling Board agenda to be heard within sixty (60) days of receipt of the written appeal.

Rent Leveling Board

277-54 Creates a 5-person Rent Leveling Board.

The Rent Leveling Board shall have all powers necessary and appropriate to carry out and execute the purpose of the Rent Leveling Program as outlined in the City Code. The Board will hear all matters brought before it by the Rent Regulation Officer including the right to the exercise of equitable authority to depart from the strict interpretation of the code in instances where justice and fairness require equitable intervention.

The Rent Leveling Board can issue and promulgate such rules and regulations as it deems necessary to implement the purposes of the Rent Control Program with regard to matters or hearings brought before it by the Rent Regulation Officer, provided said rules and regulations are not in conflict with the Code or State statute, and 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 Municipal Clerk.

The Rent Leveling Board can supply information and assistance to landlords and tenants, including but not limited to, documents regarding tenant protection, assistance to comply with the provisions of the Rent Leveling Ordinance.

The Rent Leveling Board can hold hearings and adjudicate applications and complaints from landlords or tenants pursuant to the City Code. Said Board shall give both landlord and tenant reasonable opportunity to be heard and submit supporting documents or exhibits before making any determination. All determinations shall be memorialized via Board resolution with copies to the parties of record.

Appeals of Rent Leveling Board Decisions.

Any determination of the Rent Leveling Board shall be deemed a final determination by the Board. Either the landlord or tenant may appeal the findings of the Rent Leveling Board to the City Council within twenty (20) days from the date of the Board's determination by filing a written appeal with the Office of the Municipal Clerk in the manner provided by the Rules and Regulations established by the Rent Leveling Board.

- Rent Adjustment Filing/Vacancy Decontrol Form: \$10
- Appeal from Rent Regulation Officer determination to Board: \$50
- Appeal from Rent Leveling Board determination to City Council: \$100
- Additional fees as required in Chapter 277 (Rent Leveling) of the City Code

The State of New Jersey has outlined the rights of all tenants in the Truth-In-Renting Act N.J.S.A. 46:8-43 et seq., which is available through the New Jersey Department of Community Affairs:
https://www.nj.gov/dca/codes/publications/pdf_lti/t_i_r.pdf

If you have any additional questions or concerns regarding your rights as a renter under the Bridgeton Rent Control Ordinance please contact the Bridgeton Rent Control Officer at (856) 455-3230 Ext 223 or via email at DeitzD@cityofbridgeton.com

City of Bridgeton
Code Enforcement Office

I(we), the undersigned Tenant(s) acknowledge receipt of the Disclosure Statement under the Rent Control Ordinance, Chapter 277-53 (B).

Tenant Name (Print)

(Tenant Signature)

Date: _____