



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 11/17/25 07:00 PM

2025 ORDINANCE NEW ORDINANCE

Ord 25 32

**AN ORDINANCE TO AMEND, ELIMINATE, REVISE AND
SUPPLEMENT CHAPTER 435 OF THE TOWNSHIP CODE OF THE
TOWNSHIP OF BLOOMFIELD, ENTITLED "RENT CONTROL"**

WHEREAS, the Township of Bloomfield recognizes that the administration and enforcement of rent control laws are vital to ensuring fair housing, equitable treatment of landlords and tenants and the preservation of stable rental housing within the community; and,

WHEREAS, since the adoption of the Township's 2016 Rent Control Ordinance, housing market conditions, administrative demands and community demographics have evolved, requiring updates to ensure the Rent Leveling Board operates efficiently, transparently and in alignment with current best practices; and,

WHEREAS, the Township of Bloomfield finds that a reorganization of the Rent Leveling Board-including adjustments to its size, composition, and operating procedures-will promote fairer representation among tenants, landlords and homeowners, improve public confidence and enhance administrative effectiveness; and,

WHEREAS, the Township of Bloomfield further determines that the expiration of all board seats will take effect upon final adoption and publication, and appointment to all Board seats will be effective by no later than the Reorganization meeting, which shall be scheduled between January 1, 2026- January 31, 2026 as is necessary to ensure a consistent transition to the reconstituted Board structure and to maintain the lawful exercise of municipal authority under N.J.S.A. 40:48-2, which permits municipalities to reorganize local boards in the interest of effective governance; and,

WHEREAS, this reorganization is undertaken for legitimate governmental and administrative purposes and is intended solely to ensure that the Rent Leveling Board functions with renewed clarity, balance and accountability to the residents of Bloomfield.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Bloomfield, County of Essex, State of New Jersey that the Council seeks to amend, eliminate, revise and supplement Chapter 435 of the Township Code of the Township of Bloomfield as follows:

"§ 435-1. Definitions.

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

AVAILABLE FOR RENT TO TENANTS

A dwelling unit, as defined herein, fit for habitation, as defined by the statutes, codes and ordinances in full force and effect in the State of New Jersey, County of Essex and Township of Bloomfield, whether occupied or unoccupied and offered for rent.

BASE RENT

The lawful rent in force and effect for any multiple dwelling unit on January 1, 2026.

BOARD

The Rent Control Board as defined herein in this Chapter.

DWELLING

Any building or structure containing housing spaces rented or offered for rent to one or more tenants or family units, subject, where applicable, to the terms of this Chapter, notwithstanding the fact that furniture is provided by the landlord and/or rent is paid on a weekly or biweekly basis. A “dwelling” includes buildings or structures that are exempt from the restrictions mandated under this Chapter.

DWELLING UNIT

Any unit used for residential rental purposes.

HOUSING SPACE

Includes that portion of a dwelling rented or offered for rent for living and dwelling purposes to one individual or family unit together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such portion of the property.

JUST CAUSE FOR EVICTION

That the landlord recovered possession of a housing space or dwelling for one or more of the reasons outlined and in accordance with the procedures set forth in State law (N.J.S.A. 2A:18-53 as amended and/or supplemented and/or N.J.S.A. 2A:18-61.1 *et seq.* as amended or supplemented).

LANDLORD

As used in this Chapter, the person who owns or represents the ownership of any building, structure or complex of buildings or structures in which there is rented or offered for rent housing space for living or dwelling purposes.

LANDLORD REGISTRATION STATEMENT

A statement to be completed and filed with the Board pursuant to Section 435-8 of this Chapter by all owner(s) and landlord(s) of housing space and/or dwellings in the Township of Bloomfield.

PERIODIC TENANT

A residential tenant who was previously under lease controlled by this Chapter and subsequently continued residing in the same housing space under a new lease, whether oral or written, for periods of less than one year, including but not limited to month-to-month tenancies and tenancies at will.

§ 435-2. Rent Increases/Rent Reductions.

A. Establishment of rent.

Establishment of rents between a landlord and tenant to whom this chapter is applicable shall hereafter be determined by the provisions of this chapter. At the expiration of a lease or at the termination of a lease of a periodic tenant, a landlord may request or receive a percentage increase in rent up to three (3%) percent per annum over and above the rent charged in the previous lease or previous tenancy, or the percentage (%) difference between the Consumer Price Index (CPI) for all urban wage earners for New York - Northeastern New Jersey (CPI-U) three (3) months prior to the expiration or termination of the lease and three (3) months prior to the commencement of the lease term, whichever is greater, not to exceed five (5%) percent. Exempted from this section shall be those tenancies operating under previous rent control ordinances of the Township, which, upon the effective date of this Chapter, shall remain and continue to operate under the previous ordinance throughout the duration of the respective tenancies.

B. Rental increase.

- (1) All landlords shall file with the Rent Leveling Board no later than thirty (30) calendar days after the effective date of this Chapter, as herein amended, a provide a list of rents charged as of July 1, 2025, for any dwelling or housing space under their control. The list of rents charged shall be by building, unit number and tenant name.
- (2) Irrespective of the above, in any dwelling unit in which at least one (1) tenant is sixty-five (65) years of age or older, the maximum annual permissible base rent increase shall not exceed two (2%) percent of the base rent, subject to the requirement to notify the tenant consistent with State law.
- (3) The landlord shall serve notice of said annual increase upon the tenant, by certified mail or by personal service, which shall include:
 - (a) The monthly base rent prior to the increase.
 - (b) The monthly base rent after the increase.
 - (c) The effective date of the increase.
 - (d) The notice shall also contain a certification from the landlord that the affected dwelling and units therein are in substantial compliance with the health, safety and housing laws, codes and regulations of the Township and applicable Federal, State and Township laws and regulations.
- (4) Any rental increase at a time other than at the expiration of a lease or termination of a period tenancy shall be null and void. Any rental increase in excess of that authorized herein shall be null and void and the excess shall be refunded to the tenant by the landlord within thirty (30) calendar days after the Rent Leveling Board has made its findings. Refunds shall be made in the form of a credit against future monthly rents or by a check made payable to the tenant.
- (5) No Landlord shall be permitted to raise a tenant's rent if the landlord has failed to comply with all of the provisions of this Chapter and with all of the provisions of N.J.S.A. 46:8-28 et seq. and N.J.S.A. 46:8-27 et seq. Landlords shall furnish satisfactory evidence of such compliance as the Board shall prescribe.

C. Approval of rental increase; objection.

- (1) An objection to a rental increase must be filed by the tenant to the Rent Leveling Board within thirty (30) calendar days of notification of the proposed rental increase. If objection to the proposed rental increase is properly filed, the Board shall meet within thirty (30) calendar days of notification in order to conduct hearings on the proposed increase. The Secretary of the Rent Leveling Board shall notify the tenant and the landlord of the scheduled date for the hearing in writing so as to give ample prior notice.
- (2) No Landlord shall be permitted to raise a tenant's rent if the Landlord has failed to comply with all of the provisions of N.J.S.A. 46:8-38 *et seq.* Landlords shall furnish satisfactory evidence in such form as the Board shall prescribe.

D. Notice of tenants' rights.

Every lease shall contain a provision which shall advise the tenant, in a conspicuous manner, of the name and address of the Rent Leveling Board, the maximum rent allowable, the tenant's right to object to a proposed rental increase, the tenant's right to a hearing before the Rent Leveling Board if an objection is filed within thirty (30) calendar days of notification of any proposed rental increase and the tenant's right to appeal the findings of the Board to the Township Council. This notice of tenant's rights shall be given at the inception of every lease and annually in the case of renewals. In the case of a periodic tenant, the same notice of tenant's rights shall be given at the inception and at the anniversary of each tenancy.

E. Tax appeal; notice of rent reduction.

- (1) In the event that a landlord perfects a successful tax appeal, the tenant shall receive seventy-five (75%) percent of all reductions as applied pro rata to the tenant's living space so leased, after deducting all actual expenses incurred by the landlord in perfecting the appeal.
- (2) The landlord shall file with the Rent Leveling Board, within thirty (30) calendar days after such reduction becomes effective or within one hundred twenty (120) calendar days of receipt of a judgment on a tax appeal favorable to the landlord, whichever occurs first, a statement certifying that said rent reduction has been granted to the tenants.
- (3) Prior to the landlord being entitled to deduct all actual expenses, as set forth in Subsection F(1) above, the landlord shall demonstrate compliance with the provisions of this section. In addition, the landlord shall provide the Rent Leveling Board with an itemization of these expenses.

§ 435-3. Rent Leveling Board.

A. Rent Leveling Board; creation; organization.

- (1) There is hereby created a Bloomfield Rent Leveling Board (Board) which shall consist of seven (7) regular members and two (2) alternate members and appointed as hereinafter set forth.
- (2) The members of the Board must be bona fide residents of the Township and shall serve without compensation, except as otherwise provided by ordinance.
- (3) (a) Upon the effective date of this Ordinance, all current members of the Board shall no longer serve as members of the Board. Their terms of office shall automatically expire.

(b) The new regular and alternate members of the Board shall be appointed by the Mayor, with advice and consent of the Township Council, and their terms of office shall be for a period of three (3) years each, except that the terms of the new regular and alternate members first appointed shall be as follows:
 - (1) Three (3) members shall be appointed for a term of one (1) year.
 - (2) Three (3) members shall be appointed for a term of two (2) years.
 - (3) One (1) member shall be appointed for a term of three (3) years.
 - (4) There shall also be two (2) alternates, also appointed by the Mayor with advice and consent of the Township Council, appointed for a term of three (3) years each, except the first alternates shall be appointed as follows:
 - aa. One (1) alternate shall be appointed for a term of one (1) year.
 - bb. One (1) alternate shall be appointed for a term of two (2) years.
 - (5) The regular members shall be comprised of three (3) tenants, three (3) landlords and one (1) homeowner, who is neither a tenant or a landlord. The alternate members shall comprise of two (2) homeowners, who are neither a tenant or a landlord.
 - (6) All members, regular and alternates, shall be residents of the Township of Bloomfield.
 - (7) Thereafter, the successor for each member appointed shall be appointed for a term of three (3) years and until the appointment and qualification of a successor.
 - (8) A vacancy during the term of any member shall be filled for the unexpired portion thereof only.

- (9) The Township Council may remove any regular member of the Board for cause upon written charges served upon the member and after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
- (10) A member shall not be permitted to act on any matter in which he/she has either directly or indirectly any personal or financial interest.
- (11) The Board shall operate under Board bylaws, which shall solely control how the Board operates procedurally in accordance with this Ordinance, which shall be adopted no later than March 1, 2026, as well as the provisions of N.J.S.A. 10:4-6 et seq. (Open Public Meetings Act) and the N.J.S.A. 47:1A-1 et seq. (Open Public Records Act), as well as holding public meetings, giving adequate notice, publicizing the agenda of Board meetings and all other provisions covering Board meetings in the Township.

B. Meetings of the Rent Control Board.

- (1) The Rent Control Board shall have at least four (4) regularly scheduled meetings per year, but the Board meetings (date, time, place) shall be established at the annual reorganization meeting of the Board.
- (2) The initial reorganization meeting shall be held between January 1, 2026 and January 31, 2026, except due to inclement weather. The first organizational meeting of the Board shall be held on a Thursday evening at 7:00PM in the Township Municipal Building.
- (3) At that first reorganization meeting and every organizational meeting thereafter, the Board shall elect a Chair and a Vice Chair. The Chair shall preside over all meetings of the Board and exercise all of the powers of the Chair; provided, however, that in the absence, disqualification or abstention of the Chair, the Vice Chair shall have all of the powers of the Chair.
- (4) At every Board meeting, the Board's agenda shall be established as per the Board's bylaws, including but not limited to, approval of prior Board meetings, reviewing and implementation of this Chapter, Board appeals, potential additions and deletions of Chapter 435 provisions for recommendation to the Township, Mayor and Council, old business, new business, etc.
- (5) Quorum. A quorum for any Board meeting shall consist of a combination of at least four (4) regular and/or alternate members and a majority of those present shall be authorized to render determinations pursuant to and consistent with the powers and functions of the Board.

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

- (1) To hold hearings as a quasi-judicial body and adjudicate applications from tenants for reduced rental as hereinafter provided.
- (2) The Rent Leveling Board shall provide information on and in accordance with the procedures hereinabove described. It shall enforce any Federal legislation or regulations unless prohibited from such action by Federal or State law.
- (3) In addition to the Board Secretary, supply information and assistance to landlords and tenants to help them comply with the provisions of this Chapter.
- (4) To hold hearings as a quasi-judicial body and adjudicate applications from tenants and/or landlords as to rent increases and/or rent reductions within sixty (60) calendar days of the filing of said application.
- (5) To require a landlord to produce, for examination, his/her/corporate books, records, tax returns, balance sheets, profit and loss statements and such other records as appropriate, as the Board may require in connection with an application for a hardship increase or an increase as a result of a capital improvement pursuant to this Ordinance.
- (6) Upon an application by a landlord or tenant, the Board can set a date for a hearing, consider proofs and grant, deny, modify and/or otherwise address said application.
- (7) The Board shall be represented by a Board Attorney, appointed from amongst the Township's Special Counsel.

D. Board Secretary; creation.

- (1) There is created the position of Secretary to the Rent Leveling Board to assist the Board with the administration of this Chapter. The Secretary of the Board shall be appointed by the governing body and shall serve under the direction of the Township Administrator or designee. The Secretary to the Board shall be available to supply information and assistance to landlords and tenants to help them comply with the provisions of this Chapter.
- (2) The Board Secretary shall serve as Secretary to the Board; attend all meetings of the Board; prepare the Board agenda in consultation with the Board Chair and perform any and all such duties as directed by the Township Administrator or designee.

E. Appeals to Board.

(1) A. Hardship rent increase.

In the event that a landlord cannot meet his/her mortgage payments and maintenance, he/she may appeal to the Rent Leveling Board for increased rent. The Board may grant the landlord a hardship rent increase to meet these payments and to allow a just and reasonable return on his/her investment. Prior to any such appeal to the Board, a landlord must post in the lobby of the building or, if no lobby is present, then in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal and the date and place of any hearing before the Rent Leveling Board. The notice must be posted for at least fifteen (15) calendar days prior to the hearing date. The landlord shall also serve notice of such application and date and place of hearing by certified mail, return receipt requested, or by personal service, with affidavit of service to be provided on each tenant no less than fifteen (15) calendar days prior to the hearing.

B. Definitions. As used in this Section, the following terms shall have the meanings indicated:

FAIR NET OPERATING INCOME

Gross maximized annual income less reasonable and necessary operating expenses, such expenses not to exceed sixty-five (65%) percent of the gross maximized annual income.

GROSS MAXIMIZED ANNUAL INCOME

All income resulting directly or indirectly from the operation of such multiple dwelling or dwellings, including but not limited to all rent received or collectible, including any rent from a less-than-arm's-length transaction, the landlord share of interest on security deposits, all earnings from commissions, vending machines, deductions from security deposits, late fees, pet fees, parking fees, pool fees, key charges, finder's fees, amounts received from successful tax appeals, income from rebates, tax surcharges, capital improvement surcharges, rent surcharges and hardship surcharges.

REASONABLE AND NECESSARY OPERATING EXPENSES

All valid expenses incurred and paid by the landlord in the operation of such multiple dwelling or dwellings during the period reflected in income computed or in accordance with the provisions and limitations of this Section.

C. Application for hardship rent increase.

- (1) Whenever a landlord shall determine that the reasonable and necessary operating expenses, as hereinabove defined and hereinbelow set forth, of a multiple dwelling or dwellings subject to rent regulation under the terms of this Chapter are greater than sixty-five (65%) percent of the gross maximized annual income, as hereinbefore defined, of such multiple dwelling or dwellings, said landlord may make application to the Rent Leveling Board for a hardship rental increase.

- (2) When a landlord shall file an application before the Rent Leveling Board for a hardship rental increase, the Rent Leveling Board shall review said application to determine the eligibility of the landlord for said hardship increase pursuant to this Chapter, to determine that the facts set forth in said application comply with the determination of the net operating expenses as set forth hereinbelow and to modify said facts to conform to those articles of net operating expenses as discussed hereinbelow.
- (3) If the Rent Leveling Board is satisfied with the landlord named in said application is eligible for a hardship rental increase and that the facts set forth in said application comply as required in Subsection C(2) hereinabove, then said Rent Leveling Board shall compute the proper gross maximized annual income by dividing the reasonable and necessary operating expenses contained in the application, as they may be modified by the Board, by sixty-five (65%) percent, said reasonable and necessary operating expenses being the numerator of the equation and sixty-five (65%) percent being the denominator. The Rent Leveling Board shall subtract from the new gross maximized annual income that gross maximized annual income which was previously received by the landlord/applicant and which was set forth in his application to the Board. The resulting remainder shall be prorated to all other dwelling units within the multiple dwelling or dwellings covered by the application in the ratio that the total square feet of dwelling area contained in each such dwelling unit bears to the total square feet of the total dwelling area contained in the multiple dwelling or dwellings covered by the application. The Rent Leveling Board shall have the discretion to divide the prorated rental increases per apartment over a period not to exceed six (6) months so as to minimize the effect of said rental increase on the tenants of said dwelling units.
- (4) The application of the landlord for a hardship rental increase shall include all facts and figures of at least three (3) years of prior income and expenses, all of which shall be duly certified under or by the landlord or his agent and shall be supported by a statement from a certified public accountant as to the accuracy of said facts and figures. At the time of the application, the landlord shall notify all tenants affected, in writing, that an application is being made and is available to all tenants requesting the same. The owner shall also make available to the tenants and the Rent Leveling Board all records and books supporting the application. Any interested tenants or groups of tenants or association of tenants who wish to be heard at the public meeting may notify the Rent Leveling Board of their intention and the Rent Leveling Board shall permit that tenant, group of tenants or association of tenants to be parties to the hearing. This provision shall be liberally construed as to afford ample opportunity for all interested parties to present their views before the Rent Leveling Board.

. D. In computing gross maximized annual income under this Section, the following limitations shall apply in all cases:

- (1) No allowance shall be permitted for a vacancy, except as the same may be adequately demonstrated to be the result of market conditions and/or deteriorated physical conditions of the dwelling unit which the landlord/applicant may show as to be unavailable for rental due to said deteriorated conditions.
- (2) Income and expenses arising out of a nonresidential use, including that for professional or commercial space resulting from arm's-length transactions.
- (3) No loss caused by a nonresidential use may be considered.

E. In computing reasonable and necessary operating expenses under this Section, the following limitations shall apply in all cases:

- (1) Taxes shall be limited to amounts actually paid, including those in escrow for appeal and the landlord shall further demonstrate that taxes assessed against the property were reasonable and, if not, have been appealed.
- (2) Repairs and maintenance shall be limited to arm's-length transactions and shall be reasonable and necessary as not to cause over maintenance of premises. The cost of service contracts shall be prorated over the period covered. Painting costs shall be prorated over the number of years of the actual painting cycle in the building, but in no event shall painting be prorated over a period of less than three (3) years for the interior of dwelling units or five (5) years for the exterior and common areas.
- (3) The purchase of new equipment shall be reflected and prorated over the useful life of the term of the equipment.
- (4) Legal and auditing expenses shall be limited to reasonable and necessary costs of the operation of the property. No legal expenses or audit expenses shall be allowed as a deduction that do not directly result from the landlord/tenant relationship. A landlord may not deduct expenses incurred in litigating any declaratory or injunctive relief as to his rights under any State, local or Federal law, except for actions in the nature of a writ of mandamus. All costs shall be itemized on the application.
- (5) Management fees shall be limited to actual services performed, including the resident manager's salary, telephone expenses, postage, office supplies, stationery and the value of the apartment provided if included in income. In no event shall management fees expend five (5%) percent of the first \$50,000 of gross maximized income, including commercial and professional space income, four point one-half (4 ½%) percent of the next \$25,000, four (4%)

percent of the next \$100,000, three point one-half (3 ½%) percent of the next \$100,000 and three (3%) percent of any amount over \$275,000.

- (6) Salaries not included in management fees shall be limited to actual services performed and amounts for similar positions in the area, including rental value, if included in income, and expenses and wages and benefits paid.
 - (7) Advertising shall be limited to actual costs that are reasonable to ensure occupancy only. Where waiting lists exist, advertising expenses shall not be allowed.
 - (8) Utilities, including but not limited to gas, electric, water and soil, shall derive from arm's-length transactions and the landlord shall demonstrate that all reasonable efforts to conserve energy and fuels have been used.
 - (9) Insurance premiums shall derive from all arm's-length transactions and shall be prorated over the terms of the policies and shall not include the landlord's life, medical or other personal policies.
 - (10) No penalties, fines, depreciation, interest, mortgage amortization or mortgage service fees for any reasons shall be allowed.
 - (11) The history of the income and expenses shall be consistent with the application or fully documented as to any changes.
- (2) A. Increase for major capital improvements or major additional services.

The landlord may seek additional rental for major capital improvements or services. Capital improvements shall be defined as set forth in the Internal Revenue Code. Each tenant must be notified by certified mail or by personal service, with affidavit of service to be provided, of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the average cost of the improvement, the total number of square feet of the dwelling or housing space, the total square feet occupied by the tenant and the capital improvement surcharge being sought from each tenant. The landlord seeking a capital improvement or service surcharge shall apply to the Rent Leveling Board for the surcharge and the Board shall determine if the improvement is a major improvement; and, if so, shall permit the increase to take place. In any event, no increase authorized by this Section shall exceed ten (10%) percent of the tenant's average rent for the preceding twelve (12) months.

B. In considering a major capital improvement or major additional service application, the Board shall give due consideration to:

- (1) The benefit to the affected tenants.
 - (2) The actual life expectancy of the improvement.
- C. An applicant for relief shall submit to the Board ten (10) copies of the following:
- (1) A detailed contract or proposal and proof of payment as to each improvement/service.
 - (2) A proposed actual life recommendation and calculation for amortization, which final determination shall be made by the Rent Control Board.
- D. With the filing of a major capital improvement application or major additional services application, the landlord shall simultaneously deliver notice thereof to each affected tenant. At a minimum, the notice by the landlord seeking a major capital improvement or major additional service surcharge, which shall be transmitted by regular and certified mail, must provide the tenants with a summary of the application and state the increase sought. The notice shall also inform the tenant that all documents submitted in support of the application are available for inspection and copying during regular business hours at the office of the Rent Leveling Board. Any tenant who receives such notice shall have thirty (30) calendar days to file any written comments with the Board regarding the application.
- E. To be deemed a complete application, the landlord shall submit a letter from the appropriate Township department stating whether the subject building satisfies the substantial code compliance provision, as defined in this Chapter. A letter that the property does not satisfy the substantial code compliance provision herein shall detail the conditions upon which the letter is based. Either landlord or tenant may seek the intervention of the Rent Control Board in the event assistance is needed to secure a timely letter from the appropriate Township department.
- F. Notice of hearing. Within thirty (30) calendar days of receipt of a complete application, the Rent Control Board shall notify the landlord, in writing, of the time and place for the hearing. The hearing shall be held not more than sixty (60) calendar days nor less than thirty (30) calendar days from the date of receipt of a complete application. The landlord shall immediately, upon receipt of such notification of hearing, post the date of the hearing in a conspicuous place in the dwelling and shall further serve such notice upon each affected tenant by regular and certified mail, return receipt requested, at least twenty (20) calendar days in advance of the hearing.
- G. The Board shall promulgate rules, regulations, and necessary forms to be utilized, notice to tenants of major capital improvement and/or major additional services applications and notice to tenants and landlords regarding hearings and general procedure. Those rules and regulations shall have the force of the law and shall be filed with the Township Clerk.

- H. No major capital improvement or major additional services application shall be considered or granted by the Board for work completed more than one (1) year before the date of filing the application with accompanying letter of substantial code compliance from the appropriate Township departments.
- I. Finding of improvement/additional service; apportionment of surcharge. Upon determination that the proposed improvement is a major capital improvement or that the proposed service is a major additional service as defined in this chapter, the Board may grant a surcharge based upon the cost of the major capital improvement or major additional service. These costs shall include reasonable interest thereon, if any. Any surcharge granted by the Board shall be fairly apportioned among the affected units based on the size of the dwelling units and the benefit of the improvement to each dwelling unit.
- J. Permits, as required by law, are to be secured from all agencies having control and jurisdiction for alterations, repairs, replacements, extensions and new buildings. All work done shall adhere to appropriate code standards and shall be inspected by any agency having control and jurisdiction and their approval obtained. Copies of such permits shall accompany any major capital improvement and major additional service application.
- K. Decision. The Board shall render a decision on the major capital improvement/major additional service surcharge application within thirty (30) days of the conclusion of the hearing before the Board. Failure of the Board to render its decision within the time period, absent consent of the landlord, shall result in the application being deemed granted.
- L. Service of decision. Notice of the decision shall be posted and served by the landlord in accord with this Chapter.
- M. The surcharge hereunder, if granted by the Board, shall become effective upon service by the landlord of the statutory thirty-day notice as required by law.
- N. Any surcharge hereunder shall not become part of base rent, shall not be included in calculating the annual rent increases allowable under this Chapter, and shall expire at such time as the cost of the improvement, plus reasonable interest, have been covered by the surcharge, which shall be determined by the Board as part of its decision.
- O. Protected tenancy status.
 - (1) No major capital improvements or major additional service surcharge shall be imposed upon any tenant who has been granted protected tenant status pursuant to N.J.S.A. 2A:18-61.22 or 2A:18-61.40.
 - (2) Any major capital improvement or major additional service surcharge awarded within two (2) years prior to the date of notice to the municipal administrative officer required by N.J.S.A. 2A:18-61.27 or 2A:18-40 shall immediately become null and void upon the grant of protected tenancy

status. The protected tenant's rent shall be recalculated and reduced accordingly; however, no rebate of previously paid surcharge shall be granted.

F. Standards of service

- (1) The landlord shall maintain the same standards of service, 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 into which the lease was entered. An individual tenant or a group of tenants who are not receiving substantially the accepted standards of service, maintenance, furniture or furnishings or equipment may have the Rent Leveling Board determine the reasonable rental value of the housing unit or dwelling in view of this deficiency. The tenant or group of tenants shall pay the reasonable rental value as full payment for rent until the landlord abates the deficiency.
- (2) No landlord after July 1, 2016 shall change any rents in excess of that which he or she was receiving on July 1, 2025, except for increases authorized by this Chapter, and such excess rent shall be refunded to the tenant by the landlord. Payment shall be made to the tenant as provided in this Chapter. The new base rent shall be deemed to be the lawful rent for the housing space which was in effect on July 1, 2025. That rent for housing space shall not exceed base rent plus any surcharge or increase authorized by the provisions of this chapter.
- (3) The Rent Leveling Board shall provide information on and in accordance with the procedures hereinabove described. It shall enforce any Federal legislation or regulations unless prohibited from such action by Federal or State law.

§ 435-4. Exceptions.

Exempt from this chapter are:

- A. Dwellings with four (4) or fewer housing spaces.
- B. Initial renting. The owner of housing space or a dwelling being rented for the first time shall not be restricted in the initial rent he/she charges. Any subsequent rental increases, however, shall be subject to the provisions of this Chapter.
- C. In accordance with N.J.S.A. 2A:42-84.1 et seq., the provisions of this Chapter shall not apply to multiple dwellings constructed, as defined in the statute, after June 25, 1987, for a period of thirty (30) years following completion of construction. This exemption only applies where a landlord complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq.
- D. Units where rent is determined as a factor of income.

- E. Units receiving State or Federal subsidies directly to the owner and where federal preemption from local rent control is ordered by the United States Department of Housing and Urban Development, pursuant to Federal law or regulation.

§ 435-5. Vacancy Decontrol.

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

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

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

- (a) The increase does not exceed the total of all permissible increases authorized by any other provisions of this Chapter;
- (b) The tenant has moved from the unit without notice to the landlord;
- (c) The unit has been vacated pursuant to a judicially mandated eviction;
- (d) The tenant has refused to sign such certification, and upon appeal by the landlord, the Rent Leveling Board has found that such refusal was unwarranted and that there was in fact no coercion exerted by the landlord upon the vacating tenant.

- (3) The landlord shall have the right to fix the rent for such vacated unit as set forth above no more than once in every five (5) year period. The five (5) year period shall be effective from and after January 1, 2026.

- (4) The landlord shall provide, when utilizing the vacancy allowance, to the Rent Control Board Secretary with a written certification that the landlord is in compliance with this Chapter's rent registration requirement herein; that the landlord is in substantial code compliance with applicable law as defined herein; and, that the landlord has not harassed or pressured the tenant into vacating the housing unit. The certification shall also include:

- (a) Documentation to show that the vacancy allowance has not been sought during the five (5) year since January 1, 2026, including a listing of all occupying tenants, their beginning and end lease period and the rents paid.
- (b) The rent established hereunder shall be deemed the new base rental for the unit within ten (10) calendar days of submission of the documentation

conditioned upon a revision to the rental registration statement, which shall be required.

(5) If the Board Secretary and/or the Rent Leveling Board determine the above-referenced certification is materially false, the Secretary and/or the Board shall notify the landlord that the landlord has twenty (20) calendar days of such notification to provide further clarifying evidence as to why the certification is not materially false. If the clarifying evidence is not timely filed, the Rent Leveling Board shall conduct a hearing within thirty (30) calendar days of the receipt of the clarifying evidence. If the Board sustains the initial determination that the certification is materially false as to a unit that is vacant at the time of determination, the landlord shall forfeit the landlord's right to the vacancy decontrol allowance for the unit for a period of five (5) years from the sustaining determination. If the Board sustains the determination that the certification is materially false as to a unit that is already occupied by a tenant with a vacancy decontrol allowance at the time of the determination, the rent for said tenant shall be rolled back to the rent in effect prior to the vacancy decontrolled rent, any rent overage shall be refunded or credited to the tenant and the landlord shall forfeit its right to the vacancy decontrol allowance for the unit for a period of five (5) years from the date of the sustaining determination. If such a determination is made, the landlord will still be entitled to the annual increase permitted under this Chapter as required by State law.

(6) If a landlord is permitted a vacancy decontrol allowance, the five (5) year period runs from the effective date of the vacancy allowance.

§ 435-6. Appeals from Determinations of Board.

Either the landlord or the tenant(s) or both may appeal the findings and decision(s) of the Board to the Township Council within twenty (20) calendar days from the date of such Board decision. The party(ies) appealing such Board determination as set forth above shall serve on each and every party in interest a copy of said notice of appeal to the Township Council no less than twenty (20) calendar days of the hearing established by the Township Council. If an appeal to the Township Council is timely filed, the decision of the Board shall be stayed until the Council's determination. The Township Clerk will work with the Township Council to establish the hearing date, time and place. The Township Council's decision can be retroactive and/or prospective in nature.

§ 435-7. Maintenance of Services.

- A. Continuation of Services. During the term of the lease, the landlord shall maintain the same standards of service, maintenance, furniture, furnishings and equipment in the housing space and dwelling as previously provided or required under the lease or otherwise mandated by law.
- B. Applicability of/Accessibility to Parking Spaces. The provisions herein shall also apply to any on-site parking and/or garage space occupied by the tenant in conjunction with rental and occupancy of housing space. If it is determined, after a hearing of the Board, as described herein, that the parking was a previously provided service, then the rent shall be described by the cost of the parking. The tenant shall

provide proof of the cost of the parking that the tenant has incurred. This proof shall be included with the request for a reduction in rent.

- C. Decline in services. When services, care or maintenance, or when the standards of service, maintenance, furniture, furnishings and equipment in the housing space or dwelling are not substantially maintained as previously provided or required under the lease or otherwise mandated by law as specified herein, any tenant or tenant group may apply to the Rent Control Board for a decrease in rent. The Rent Control Board shall determine the value of the decline in service and adjust the tenant's rent accordingly for the time period of the decline.
- D. Notice of hearing. Within thirty (30) calendar days of receipt of a complete application, the Rent Control Board shall serve notice on the landlord and the complaining tenant/tenant group in writing, of the time and place for the hearing scheduled before the Board. The notice shall inform the parties that all documents submitted in support of the application are available for inspection and copying during regular business hours at the office of the Rent Leveling Board. The landlord shall have thirty (30) calendar days to file any written comments with the Board regarding the application. The hearing shall be held not more than sixty (60) calendar days nor less than thirty (30) calendar days, from the date of receipt of a complete application. If the complaint is on behalf of a tenant group for all units in the dwelling, the complainant shall post the date of the hearing in a conspicuous place in the dwelling.
- E. Hearing. At the hearing, the Board may consider the extent to which the conditions complained of impact the health, safety and welfare of tenants, the duration of the conditions complained of, whether the conditions violate any provision or standards of the Township's property maintenance, building, health or other applicable codes, the corrective action, if any, taken by the landlord, and any other factors the Board deems relevant.
- F. Decision. The Board shall render a decision for a rent reduction, if any, within thirty (30) calendar days of the conclusion of the hearing before the Board, which decision shall be in writing. In rendering its decision, the Board shall set the amount of the deduction and the effective date of the deduction.
- G. Period of time of deduction. The deduction, if any, shall remain in effect until the landlord proves to the Board that the standards have been restored or until such time as the Board deems appropriate, but no earlier than the date upon which the landlord has filed written notification with the Rent Control Board that the standards have been restored.
- H. Service of notice of decision. If a decision affects a single dwelling unit, then the Board shall serve a copy of the decision on the affected tenant and affected landlord

by regular and certified mail within five (5) calendar days of the decision. If the decision affects more than a single dwelling unit, the decision shall be provided to the landlord immediately by regular and certified mail. Upon receipt, the landlord shall post a notice in a conspicuous place in the building stating that the Board has rendered a written decision, a copy of which shall be available at the Rent Control Board. The landlord shall further transmit the decision to all affected tenants by regular and certified mail within five (5) calendar days of receipt of the decision. Simultaneously therewith, the landlord shall provide the Board of service upon the tenant(s) by regular and certified mail.

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

§ 435-8. Landlord registration statement requirement.

- A. Every owner and/or landlord shall, within ninety (90) calendar days of January 1, 2026 or the creation of the first (1st) tenancy in any dwelling containing five (5) or more housing spaces, whether or not said housing spaces are subject to the restrictions of rent increases pursuant to this Chapter and whichever is first, file a landlord registration statement with the Rent Leveling Board, which must contain the following information:

- (1) The name and addresses of the record owner or owners of the dwelling and the record owner or owners of the rental business if it is not the same person(s).
- (2) If the record owner is a corporation, the name and address of the registered agent and each and every corporate officers of the corporation.
- (3) If the record owner is a partnership or an LLC or an LLP, the name and address of the registered agent and each and every member of the partnership, LLC and/or LLP.
- (4) If the address of any record owner in Section A(1), A(2) and/or A(3) above is not located in the County of Essex, the name and address of a person who resides in the County of Essex or has an office in the County of Essex 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.
- (5) The name and address of the managing agent of the dwelling, if any.

- (6) The name and address, including the dwelling 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, if any.
 - (7) The name, address and telephone number of any 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 repairs to the building or expenditure in connection with the building.
 - (8) A list of the base monthly rents of each housing space, by apartment or room number, within the dwelling as of January 1, 2026.
- B. Between January 1 and February 28th of each calendar year after calendar year 2026, all owners and/or landlords of dwellings shall file, with the Rent Leveling Board, a new landlord registration statement for each dwelling owned. An owner and/or landlord who purchases a dwelling on or after April 1 of any year (including calendar year 2026) shall also file a landlord registration statement within ten (10) calendar days of purchase. Owner(s) and/or landlord(s) entitled to an increase in the base rent as a result of improving vacant housing space shall immediately file an amended landlord registration statement, no more than five (5) calendar days thereafter.
- C. Upon the sale of, transfer of title of or the construction of dwelling or housing space to which this Chapter is applicable, the new landlord shall file a copy of the rents charged for each rental unit with the Rent Leveling Board Secretary. Such filing must be made within sixty (60) calendar days of the closing of title and/or issuance of a certificate of occupancy.
- D. Within thirty (30) calendar days after January 1, 2026, and at the time of the creation of a new tenancy, every landlord subject to this Chapter shall provide each occupant and/or tenant in his or her dwelling a written statement containing all of the information required to be filed with the Rent Leveling Board in accordance with Sections A and B above. Commencing thirty (30) calendar days following the effective date of this Section (§435-8), this information shall be posted at all times in the lobby, hallway and all other conspicuous places within the building. If any of the information contained in the statement changes, the landlord shall inform each and every occupant or tenant of the change in writing within thirty (30) calendar days and correct the information posted within seven (7) calendar days after the change.

§ 435-9. Violations and penalties.

A violation of any provision of this Chapter including, but not limited to, the willful filing with the Rent Leveling Board of any material misstatement of fact, may be punishable by a fine as

established in the Township Code. A violation affecting more than one leasehold shall be considered a separate violation to each leasehold.

§435-10. Effective date.

This Chapter is to take effect immediately upon final adoption and publication according to the law.

NOW, THEREFORE, BE IT FURTHER ORDAINED that:

- (1) All ordinances or parts of ordinances which are inconsistent with the terms of this Ordinance be and the same are hereby repealed to the extent of their inconsistencies.
- (2) This Ordinance shall take effect immediately upon due passage and publication in accordance with law.

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Approved as to form and procedure on basis of facts set forth.

Khalifah Shakazz Charles

 Director of Law-Township Attorney

I hereby certify that the above ordinance was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on .

Joseph P. Palumbo

 Municipal Clerk of the Township of Bloomfield

Jenny E. Mull

 Mayor of the Township of Bloomfield

✓ Vote Record - Ordinance						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn	Rosalee Gonzalez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Nicholas Joanow	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Monica Charris Tabares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve	Widney Polynice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						

✓ Vote Record - Ordinance					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt					
<input type="checkbox"/> Deny					
<input type="checkbox"/> Withdrawn	Rosalce Gonzalez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table	Nicholas Joanov	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Monica Charris Tabares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve	Widney Polynice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Veto by Mayor	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					