BOROUGH OF HASBROUCK HEIGHTS

ORDINANCE NO. 2334

AN ORDINANCE TO STABILIZE AND REGULATE RENTS WITHIN THE BOROUGH OF HASBROUCK HEIGHTS AND TO ESTABLISH A RENT BOARD, WHICH ORDINANCE IS TO BE COMMONLY KNOWN AS THE "2015 RENT LEVELING ORDINANCE"

ORDINANCE #2334 ADOPTED 3/31/15

WHEREAS, the Mayor and Borough Council of the Borough of Hasbrouck Heights has found that an emergency continues to exist within the Borough in respect to the rental of housing space in multiple dwellings and concomitant parking spaces and garages; and that, by reason of a shortage of available rental housing space, rentals have risen to the point that they are deemed to be exorbitant and unwarranted; and that said increases are causing a severe and undue hardship upon tenants, affecting the health, safety and welfare of the residents of the Borough of Hasbrouck Heights; and

WHEREAS, under the police powers granted to the Mayor and Borough Council, it is empowered to take such action required to protect the health, safety and welfare of its residents and, to do so, it is necessary to stabilize rentals and to regulate rent increases until the emergency now prevailing comes to an end;

THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Hasbrouck Heights in the County of Bergen as follows:

Section 1. DEFINITIONS

(A) "Multiple dwellings" means and includes any building or group of several buildings upon a single lot, tract, or parcel of land or upon several lots, tracts, or parcels which are adjacent to each other and in the same ownership and which such buildings or group of several buildings contain three (3) or more dwelling units.

(B) "Dwelling Unit" is one or more rooms providing living facilities designed or used for one household in a Multiple Dwelling as herein defined.

(C) "Rent Board" means the Board created by this Ordinance for the purpose of hearing appeals and complaints from owners and tenants dealing with rents, and issuing rulings on the same.

(D) "Rent" means any and all charges made by the landlord to the tenant in consideration of the tenant's occupancy of the dwelling unit. "Rent" includes parking charges, garage charges or any other charges relating to any automobile owned or maintained or used by a tenant. "Rent" further includes any charges for any privileges, services, furnishings, furniture, equipment and facilities in common areas in connection with the use or occupancy of such portion of the property.

(E) "Accumulated Fair Rental" is deemed to be an amount of rental applicable to each dwelling unit covered by this Ordinance as of the commencement of the letting of that unit as such amount may have subsequently been actually increased thereafter from year to year by the landlord pursuant to Section 3 of this Ordinance including any accumulated tax surcharge added thereto pursuant to Section 7 of the Ordinances in effect prior to April 29, 1999.

(F) "Services" means 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 unit.

(G) "Extreme Hardships" as applied in Section 6(A)2 hereof means any circumstance or set of circumstances directly resulting from the ownership, operation and/or maintenance of the subject multiple dwelling which renders the continued operation or maintenance of the subject multiple dwelling in a good, safe and efficient condition unduly difficult or economically unreasonable. Specifically excluded are such circumstances or set of circumstances that are directly or indirectly the result of the act or omission of the landlord in a manner other than that of a reasonably prudent business person.

(H) "Qualified Senior Tenant" means a tenant to whom this Ordinance otherwise applies who is further all of the following:

a. a person who has made his or her permanent residence and domicile for at least one year in an apartment covered by this Ordinance and who has no other residence; and

b. a person who is residing and domiciles as aforesaid in such a household the total income of which, including the incomes of all other persons in that household and including all income from sources either earned or unearned and whether taxable or nontaxable, does not exceed the average per capita annual income for Bergen County residents most recently determined and published by the New Jersey Department of Community Affairs; and

c. a person who is at least 62 years of age; or a person of at least 55 years of age and who is the surviving spouse of a formerly qualified Senior Citizen Tenant.

Section 2. VACANCY DECONTROL.

(A) Should any dwelling unit referred to herein become vacant, the terms and conditions imposed hereby shall no longer apply to that dwelling unit until such time as that unit has been re-let at which time the terms and conditions hereof shall apply to the new rental established during the period of decontrol for that dwelling unit.

(B) For the purposes of this Section, "vacancy" shall be deemed to have occurred upon any one of the following:

1. The tenant voluntarily vacates the dwelling unit provided that the landlord shall file with the Board a noncoercion certification as required by Section 2D(2) below.

2. The tenant is lawfully dispossessed or evicted from the dwelling unit;

3. The tenant dies and is not survived by a member of his or her family who lawfully occupied the premises with him or her who assumes the obligation of tenancy;

(C) Specifically excluded from the vacancy decontrol provisions of this Ordinance are the following:

1. A dwelling unit from which the tenant has been constructively evicted where such eviction is determined to have been as the result of the wrongful act of the landlord whether or not the last tenant returns to the dwelling unit;

2. A dwelling unit which the tenant is required to vacate because the same has been rendered uninhabitable, whether or not as a result of the wrongful act of the landlord, but only upon the return by the last tenant to the dwelling unit within a reasonable period of time;

3. A dwelling unit the tenant of which dies and is survived by a member of his or her family who lawfully occupied the premises with him or her, whether a co-tenant or not, and who assumes the obligation of the tenancy;

4. A dwelling unit rendered vacant due to the refusal or failure of the landlord to either offer or sign a new lease with a tenant who is receiving rent subsidies through a H.U.D. or other similar program as administered by the Bergen County Housing Authority or other governmental agency for such rent subsidies, for other than just cause. The refusal or failure by the landlord, without just cause, to offer or sign a new lease to a subsidized tenant, or to contract with the appropriate governmental agency administering such rent subsidies is hereby deemed an unconscionable and oppressive practice and any vacancy resulting therefrom shall be considered "coerced" within the terms of Section 2 hereof.

5. A dwelling unit rendered vacant under any circumstances other than those described in Section 2(B).

(D) In order for a dwelling unit to qualify for a vacancy decontrol rent increase as permitted by this Section 2, the landlord shall first be required to file with the Rent Board either of the following:

1. In the case of any "vacancy" claimed under any of the three (3) subsections of Section 2(B,) a written statement, signed by the landlord, certifying to the Board that the vacancy qualifies for decontrol under this Section and the reasons therefor.

2. Further, in the case of any "vacancy" claimed under Section 2(B)1, the landlord shall also file with the Rent 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 dwelling unit and that the vacation of such unit was a voluntary act on the part of the tenant. If the tenant has refused to sign such certification, the landlord shall have the right, on at least seven (7) days written notice to the tenant, to request a hearing on such issue before the Rent Board. At such hearing, the landlord shall have the burden of proving that the refusal of the tenant was unwarranted and that there was in fact no coercion exerted by landlord upon the vacating tenant.

(E) Upon re-letting of any de-controlled apartment hereafter, the landlord shall file a statement with the Rent Board certifying to the Board all of the following:

1. The apartment number and address;
2. The rent paid by the vacating tenant;
3. The number of days such apartment remained vacant; and
4. The rent agreed to by the new tenant for such apartment.

(F) Nothing in this section shall be construed to prohibit a vacancy decontrol increase each and every time an apartment becomes vacant and qualifies hereunder, provided that the requirements of this Section are met.

(G) Any dwelling unit, once having obtained an increase rent under the provisions of this Section 2, shall thereafter be limited to the annual increase provided for in this Ordinance as long as such unit remains occupied by the same tenant.

Section 3. RENT INCREASES

(A) No owner or landlord shall increase the rental of any Dwelling Unit more than once in any twelve-month period and the "Accumulated Fair Rental," as defined above, may be increased only after said rental has been in effect for a period of twelve (12) consecutive months. Any reduction in or cessation of the privileges, services, furnishings, furniture, equipment or improvements provided to the tenant as part of the rental unit without a commensurate reduction in the rent shall be

deemed to be an increase in the rent and the value thereof shall be calculated as though within the aforesaid allowable increase.

(B) Except as herein specifically provided in Section 6(A), "Accumulated Fair Rental" may be increased only a maximum of 5% in the twelve (12) month period hereinbefore established or, as to a "Qualified Senior citizen Tenant" as defined in Section 1 hereof and who has been certified as provided for in Section 12A hereof, a maximum of 2-1/2% in the twelve (12) month period hereinbefore established. In either case, such increase shall be deemed to include and abide any and all tax increases, all increased costs of fuel and any and all other costs of maintenance but not for capital improvements (for which an adjustment may be made as provided for in Section 6A(1) hereof.)

(C) The "Accumulated Fair Rental" shall be applied to each dwelling unit rather than to the tenant thereof. It shall be unlawful for any person to demand or receive any rent in excess of the maximum rent allowed under this Ordinance or to demand possession of the space to evict a tenant because of failure of a tenant to pay rent in excess of the established maximum rent.

(D) Should any owner or landlord fail or have failed to increase the rental of any Dwelling Unit as provided in Section 3 or Section 6 hereof, or have been barred from any such increase under the provision of this Ordinance, then the "Accumulated Fair Rental" shall remain unchanged and the owner or landlord shall seek no increases from the tenant or tenants.

Section 4. LEASES

(A) Every tenant of a Multiple Dwelling under this Ordinance shall be entitled to receive a written lease.

(B) Any lease for period longer than one (1) year may provide for the annual increment only as permitted by this Ordinance.

Section 5. RENT BOARD

(A) There is hereby created a Rent Board which shall consist of six (6) members, as follows: two each representing tenants, landlords and homeowner residents of the Borough of Hasbrouck Heights. At least one member of each

membership classification must be present at each meeting of the Board during which appeals are heard or decisions rendered. The Board shall hear appeals from all aggrieved parties or parties from seeking rulings under this Ordinance.

(B) The Board members shall be appointed by the Mayor with the confirmation of the Borough Council to serve for one year or until a successor is appointed. Members shall serve without compensation.

(C) The Board may, if it chooses, prepare By-Laws which will become effective after approval by the Mayor and Council; otherwise, its rules or order shall be determined by the Chair.

(D) The Board may call upon the Borough Attorney for legal advice and opinions as, from time to time, it deems necessary.

(E) The Board shall have the powers that are reasonably necessary to carry out its duties and functions under this Ordinance.

(F) The Rent Board shall hear and decide applications of landlords for additional rental as herein provided. The owner or landlord shall give to the tenants of any affected dwelling unit notice in writing of the application to the Rent Board for relief hereunder which notice shall contain a statement of that relief sought and shall state the date upon which hearing on the application is to be held. Such notice shall be served upon the tenants either personally or by certified mail, return receipt requested, at least twenty (20) days before the date of the hearing; the owner or landlord shall give proof satisfactory to the Rent Board that service of notice has been given as required. Such application shall be made in a manner and upon such forms as the Board may reasonably require.

(G) The Rent Board shall hear and decide applications from tenants for reduced rental as herein provided and shall hear and decide appeals of tenants from any denial by the Borough Clerk of his other application for certification as a "Qualified Senior Tenant" pursuant to Section 12.1 of this Ordinance. Such application shall be made upon notice to the landlord as required of the landlord in

Section 5(F) hereof.

(H) The Rent Board shall have the power to accept into evidence all such matters as it deems pertinent to the application and may waive strict rules of evidence when it deems just and appropriate to do so. Notices of the Rent Board's action shall be sent to the applicant and filed with the Borough Clerk for inspection by the public.

(I) The Rent Board may refer cases involving violations or noncompliance with the provisions of this Ordinance to the Municipal Prosecutor for such action as he or she deems warranted.

(J) The action of the Board shall be deemed to be final. Appeals therefrom shall be to the Courts as provided by its Rules and Law.

(K) The Borough Clerk shall serve as Clerk of the Rent Board and shall accept service on its behalf.

Section 6. ADDITIONAL RENT INCREASE

(A) On notice to each tenant to be affected thereby, as required by Section 5(F) and 6(B), an owner or landlord may make application to the Rent Board for the following monthly rental increases beyond those permitted herein on the following grounds:

1. Capital Expenditures.

(a) Increases shall be granted for any major expense actually incurred by the landlord which is (1) claimed by the landlord as a capital expenditure under the Internal Revenue Code, but (2) which is not on account of the replacement or repair of a component, furnishing, fixture of the like of which was already existing on the premises unless, and to the extent also determined, the Board determines that such repair or replacement of a component resulting in a material improvement in the living conditions of every tenant against whom the increase is sought. Said increase shall be apportioned among the units affected based upon the total number of rooms and assessed monthly over the length of time allowed by the Internal Revenue Code for depreciating said capital expenditure on a straight-line depreciation basis. Any such increase shall commence only upon the payment in full for the expense by the landlord and its actual completion or installation. A

capital expenditure increase shall not be considered as rent for the purpose of rental increases under Section 3 of this Ordinance.

(b) Applications for capital expense increases under Subsection A(1) above, must be filed with the Board no later than twelve (12) months after the completion of said improvement or the payment of same by the landlord, whichever is the earlier.

2. Extreme Hardship.

(a) In the event that a landlord fails to receive a fair net operating income, it may apply to the Rent Leveling Board for a hardship rent increase. A landlord may not apply for a hardship adjustment more than once in any twenty-four (24) month period unless a further application within that period is based upon circumstances that were unforeseeable at the time of the prior application.

(b) For purposes of a Rent Leveling Board hearing, "net operating income" means the amount by which annual income exceeds annual operating expenses; "annual income" means the legal monthly, weekly or other periodic rent for all units in the complex on the date the petition is filed, computed on an annual basis, together with any other income earned from the operation of the building during the test year, provided that where a unit has seasonal, alternate or other varying rents, appropriate adjustment shall be made by the agency, and in any case where a rental unit is occupied in whole or in part rent-free, the full rental value shall be considered the legal rent; "annual operating expenses" means all real estate taxes and operating costs necessary to the operation and maintenance of the building, but excluding depreciation, mortgage interest and amortization, allocated to the test year; and "test year" means the most recent full calendar or fiscal year or any twelve (12) consecutive months ending, no earlier than thirty (30) days before the date the application is filed. The net operating income for the building

shall be deemed unfair if it is less than forty percent (40%) of the annual income of the building. The landlord shall be entitled to a rent increase sufficient to produce a fair net operating income of forty and zero-tenths percent (40.0%) of gross annual income.

(c) The Rent Leveling Board may once a year submit to the Council any recommendation it deems appropriate for amendments of the fair net operating income ratio. The Board may recommend that the ratio be raised or lowered where the Board determines that such adjustment is necessary to achieve a fair balance between the landlord's needs for a just and reasonable return and the tenant's needs for reasonable rents. The Board shall give its reasons for its recommendations.

(d) In computing reasonable and necessary operating expenses under this chapter, the following limitations shall apply in all cases:

(1) Taxes shall be limited to amount actually paid, including those in escrow for appeal;

(2) Repairs and maintenance shall be limited to arms' length transactions and shall be reasonable and necessary. Cost of service contracts shall be prorated over the period covered. Painting costs shall be prorated over the number of years of 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 dwelling units or less than five (5) years for the exterior and common areas.

(3) Purchase of new equipment shall be reflected and prorated over the useful life of the item.

(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. 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 if provided to the manager. In no event shall management fees exceed five percent (5%) of the first fifty thousand dollars ($50,000.00) of gross maximized income, including commercial and professional space income; four and one-half percent (4-1/2%) of the next twenty-five thousand dollars ($25,000.00); four percent (4) of the next one hundred thousand dollars ($100,000.00); three and one-half percent (3-1/2%) of the next one hundred thousand dollars ($100,000.00); and three percent (3%) of any amount over two hundred seventy-five thousand dollars ($275,000.00.)

(6) Salaries not included in management fees shall be limited to actual services performed and shall be limited to 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 insure occupancy only. If no actual vacancies exist or can be reasonably anticipated with the next two (2) months, advertising expenses shall not be allowed.

(8) Utilities, including, but not limited to gas, electric, water and oil, shall be limited to those derived from arms' length transactions, and the landlord shall demonstrate that all reasonable efforts to conserve energy and fuels have been used.

(9) Insurance premiums shall be limited to those derived from arms' length transactions and shall be prorated over the term 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 reason shall be allowed.

(11) The history of the income and expenses shall be consistent with the application or fully documented as to any changes. Where an owner has, for at least two (2) years, spent more than sixty percent (60%) for reasonable and necessary operating expenses, the Rent Leveling Board may allow the increase over the same number of years.

(e) An application for hardship relief shall include the amount of increase and percentage of increase requested, together with all facts and figures of at least five (5) years of income and expenses, if available, all of which shall be duly certified under oath, by the landlord or his agent. The landlord shall also provide, by way of supporting documentations, operating statements, income tax returns and, to the extent available, audited statement, compilations of cost and the expense of the complex. At the time of the application, the landlord shall notify all tenants affected, in writing, by regular mail or by personal service, that an application is being made and is available to any tenants requesting same. The owner shall also make available to the Rent Leveling Board all records and books supporting the application. Any interested tenants or group 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 view before the Rent Leveling Board.

(f) If, after a full public hearing, the Rent Leveling Board shall determine that the landlord's reasonable and necessary operating expenses, computed in accordance with the provisions of this chapter, exceed sixty percent (60%) of the income or will exceed sixty percent (60%) in the immediately foreseeable future, the Rent Leveling Board shall permit a rental increase sufficient to establish or maintain the sixty percent (60%) ratio to fair net operating income. Any such hardship increase granted shall be

prorated among all dwelling units within the complex in the proportion that the total square feet of dwelling are contained in each such dwelling unit bears to the total square feet of dwelling area contained in the complex. Such increase shall be paid by the tenants to the landlord in a number of installments equal to the number of months for which the landlord has been granted a hardship increase but beginning on the monthly rental due date no sooner than ninety (90) days following notification of the grant of the application to the tenant.

(g) In the event said public hearing is adjourned or is postponed, the party requesting said adjournment or postponement will be required to renotify all affected parties, by personal service or by regular mail, of the date of the new hearing. Should the public hearing be continued or carried beyond the original hearing date, no further notice will be required if the Rent Leveling Board announces a subsequent hearing date at that time. If the subsequent hearing date is not so announced, further notice to all parties will be required, in writing, by personal service or by regular mail, of the new hearing date.

(B) Notice of applications under this Section shall be as required in Section 5(F) hereof, and in addition thereto, the applicant shall post a notice of the same in the lobby of the multiple dwelling, or if no lobby exists, then in the landlord's rental office located at or near the premises.

(C) In the event that the Rent Board finds that the applicant owner or landlord has failed to pay any of its real property taxes then levied and due upon the subject building or apartment complex or finds that the applicant owner or landlord has failed to perform any of its obligations under Sections 7 and 8 hereof, the Rent Board shall deny any application under Section 6 hereof.

Section 7. TAX SURCHARGE

Commencing on the date upon which this Ordinance becomes effective, the landlord shall no longer seek a further separate tax surcharge from the tenant because of any increase in municipal property taxes levied upon the demised premises.

Section 8. MAINTENANCE

A landlord shall only be entitled to the rental increases provided herein only if it maintains the premises in accordance with this ordinance and the other Ordinances of the Borough providing for the construction, maintenance or zoning of said property, with no decrease of any services, and only if it has fully complied with all of the terms and conditions of this Ordinance.

Section 9. RENT DECREASES AUTHORIZED

(A) During the term of this Ordinance, rental decreases may be granted by the Rent Board for any decrease in housing space, services, furniture, furnishings or equipment. Such rent decreases may be granted upon petition of a tenant or a group of tenants to the Rent Board and upon notice to the landlord pursuant to Section 5(G) hereof after hearing in accordance with Section 5(F.)

(B) A decrease in services to justify a rent decrease under this Section shall include any cessation or inadequate provision of the vital services listed herein, but only where it is the responsibility of the landlord to provide those services. For the following decreases in services, a petitioner's or petitioners' rent may be decreased in a sum not exceeding the following percentages of the authorized base rent chargeable to said petitioner, prorated on a daily basis, during the period of said decrease in services:

1. No heat (or insufficient heat according to municipal code requirements).....75%

2. No water.....50%

3. No hot water.....40%

4. Non-operable electric fixtures such as to constitute a dangerous condition or threat to the health and safety to the tenant (per fixture).....15%

5. Faulty plumbing (defined as inoperable fixtures i.e., tub, sink, toilets - per fixture).....15%

6. Upon find that housing unit is totally uninhabitable.....100%

7. Any tenant covered by this ordinance who, after the adoption of this provision, is offered and enters into a new lease or a renewal of an existing lease without being notified in writing of the overnight parking prohibition of this Borough as required by '212.9 of Borough Code: 20% over the term of the lease (for the purposes hereof, the landlord's inability to produce the required duly acknowledged receipt of such notice shall constitute prima facie evidence of the failure to give such notice)

(C) Petitions for rent decreases under provisions of Paragraph (B) above shall be limited by the following restrictions:

1. No decrease shall be granted for any time period which is either (a) prior to the day on which the landlord or its agent received at least an oral notice of the service deficiency or (b) earlier than sixty (60) days before filing date of petition.

2. No decrease shall be granted in excess of a maximum of seventy-five percent (75%) of the total monthly rental (prorated on a daily basis) except for periods of uninhabitability under (B)6 above.

Section 10. RENT DECREASES - PROCEDURE

(A) Petitions for rent decreases shall contain petitioner's name, rental unit and landlord involved, type and duration of alleged service deficiency, date, time and form of notice of deficiency provided to landlord, and the authorized base monthly rental during the time of deficiency.

(B) As soon as reasonably possible after the receipt of petition, the Board shall affix thereon a notice and date for hearing of said petition before the Board; the applicant shall thereupon give notice of said hearing by mailing copy of notice and petition to landlord and petitioner.

(C) At said hearing, the Board shall entertain such written and oral

evidence presented by petitioner, including if available, any written or oral reports from municipal code officials or others.

(D) All findings and conclusions reached by the Board shall be final. A summary of such findings shall be served upon the landlord and the tenant within 45 days of the date of hearing.

Section 11. WAIVER

There may be no waiver or avoidance of the provisions of this Ordinance by private agreement, directly or indirectly.

Section 12. REGISTRATION

Every owner of a multiple dwelling shall register the same with the Borough Clerk within thirty (30) days of the adoption of this Ordinance. Such registration shall include the name of every tenant, the respective designation of that tenant's dwelling unit, the term of each respective lease, the rent for that term and a description of the respective demised area sufficient to indicate the basis for any proration of rent among all tenants of the multiple dwelling.

Section 12.1 CERTIFICATION OF "QUALIFIED SENIOR TENANT" STATUS

(A) A tenant seeking status as a "qualified senior tenant" hereunder shall make application to the Borough Clerk. Such application shall be submitted, certified true or under oath, on a form prepared and provided by the Borough Clerk.

(B) Such application shall be supplemented with true copies of:

1. Generally accepted proof of identification;
2. Generally accepted proof of age;
3. Copies of last prior year's Income Tax Returns, State and Federal, if filed; and
4. Generally accepted documents detailing all household income and benefits from all sources, earned and unearned, whether or not taxable for last prior year.

(C) Upon review of the application and supporting documents submitted, the Borough Clerk shall issue a written determination which the tenant shall transmit

to the landlord.

(D) Any appeal of the aforesaid determination shall be filed with the Rent Board pursuant to Section 5(G) of this Ordinance.

Section 13. NEW RENTALS

The owner of housing space or a dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increase, however, shall be subject to the provisions of this Ordinance.

Section 14. VIOLATIONS AND PENALTIES

(A) A willful violation of or noncompliance with any provisions of this Ordinance, including but not limited to the willful filing with the Rent Board of any material misstatement of fact, shall be punishable by a fine of not more than one thousand dollars ($1,000.00), or imprisonment for not more than ninety (90) days. A violation affecting more than one (1) leasehold shall be considered a separate violation as to each leasehold.

(B) A willful noncompliance with a determination, decision or order of the Rent Board shall be punishable by a fine of not more than one thousand dollars ($1,000.00) or imprisonment for not more than ninety (90) days.

Section 15. DURATION

This Ordinance, being considered emergency legislation, shall take effect on April 24, 2015, and shall expire on April 23, 2016.

Section 16. CONSTRUCTION

This Ordinance, being necessary for the welfare of the Borough and its inhabitants, shall be liberally construed to effectuate the purposes thereof.

Section 17. SEVERABILITY: WHEN EFFECTIVE

(A) If any provision of this Ordinance shall be held illegal or unconstitutional, such illegality or invalidity shall not be construed as impairing the force and effect of the remaining provisions of the Ordinance.

(B) This Ordinance shall take effect after passage and publication as provided by law.

Approved this 24th day of March 2015

Rose Heck

Rose Heck, Mayor

Introduced: March 10, 2015
Adopted: March 24, 2015

COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	PRESENT	ABSENT
DiPisa			✓			✓	
Buckman			✓			✓	
Gonzalez							✓
Link		✓	✓			✓	
Lipari			✓			✓	
Semenecz	✓		✓			✓	

The foregoing Ordinance No. 2334 was finally adopted by the Borough Council at a meeting held on the 24 day of March, 2015, and was approved by the Mayor on the same date.

Rose Marie Sees

Rose Marie Sees, Borough Clerk