

**AN ORDINANCE TO AMEND BY REPLACING CHAPTER XII  
SECTION 12-12 RENT LEVELING BOARD OF THE REVISED ORDINANCES OF THE  
TOWNSHIP OF BELLEVILLE, BEING THE BUILDING AND HOUSING  
ESTABLISHMENT CODE ORDINANCE OF SAID TOWNSHIP**

WHEREAS, the Governing Body of the Township of Belleville has the power pursuant to N.J.S.A. 40:48-2 to make, amend, repeal and enforce such ordinances, regulations, rules and by-laws not contrary to the laws of this State or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants; and

WHEREAS, the Governing Body of the Township of Belleville, in order to eliminate speculative and unfair demands for increases in residential rents finds it necessary or expedient to amend Chapter 12, Section 12-12; and

WHEREAS, the Township of Belleville Rent Leveling Board and other citizens of the Township have examined the Rent Leveling Ordinance and made recommendations to the Governing Body.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWNSHIP OF BELLEVILLE, NEW JERSEY:

That the Building and Housing chapter of the Revised Ordinances of the Township shall be amended as follows:

Section 12-12 is to be omitted and replaced with the following:

**SECTION 1.:**

**12-12 RENT LEVELING BOARD.**

12-12.1 Determination. The governing body of the Township of Belleville in April of 1974 and April 27, 1976 and October 24, 1978 found and affirmed that a housing crisis existed and that the demand for increases in rent were exorbitant, speculative and unfair, and the governing body of the township found and declared that under the police powers granted to the mayor and board of commissioners of the township under N.J.S.A. 40: 48-2, in order to protect and promulgate the health and welfare of the citizens of the township, a rent leveling board was declared to be necessary within the township, and the governing body thereafter adopted an ordinance referred to in the title hereof for the purpose of regulating rents.

12-12.2 Conditions Continue to Exist. The governing body of the township now finds and declares that the condition with respect to multiple dwelling housing space in

the township, continues to exist in the township and that legislative action in the exercise of the municipal police power continues to be essential to protect the health, safety and welfare of the citizens of the township.

12-12.3 Definitions. As used in this section:

All newly constructed dwelling units shall be exempt from this Chapter for 36 months commencing at time of first occupancy of each unit, and thereafter such unit(s) shall be subject to the provisions of this Chapter.

All “substantially rehabilitated” dwelling units shall be exempt from this chapter for 12 months commencing the date of occupancy after rehabilitation. Qualification for this exemption only applies in instances wherein there are four or less rental units on the same property and where the bona fide cost of improvements to same are at least 75% of the assessed property value on said property.

- a. "Housing space" shall mean and include that portion of a dwelling rented, offered or available for rent for residential living purposes to one individual or family unit together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use and occupancy of such portion of the property.
- b. "Multiple dwelling" shall mean and include any building or structure containing housing space, rented, offered or available for rent. Exempt from this section are one, two, and three-family dwellings, **and four-family dwellings where one unit is owner occupied, or occupied by a member of the owner’s immediate family (parent, spouse, child).**
- c. "Available for rent" shall mean 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 Belleville and occupied and offered for rent.
- d. "Notice" shall mean written notice to tenant or landlord which is mailed to the tenant's residence or to the landlord's address, as set forth in the registration form by ordinary mail and with adequate proof of service stating that notice to the tenant or landlord was mailed.
- e. "Landlord" shall mean an owner, lessor, sub-lessor or any other person entitled to receive rent for the use and occupancy of any housing space or an agent, or occupant of any housing space or an agent or successor of any of the foregoing.
- f. “Tenant” shall mean a tenant, sub-tenant, lessee, sub-lessee or any other person entitled under the terms of a housing agreement to the use or occupancy of any housing space.

g. "Rent" shall mean the consideration, including any bonus, benefits or gratuity demanded or received for or in connection with the use or occupancy of housing space or the transfer of a lease of housing space, including but not limited to monies demanded or paid for tax surcharge, parking, pets, the use of furniture, air conditioners, swimming pools or other recreational facility, improvements or amenities connected with the use of the housing space whether mandatory or voluntary.

h. "Periodic tenant" shall mean any month-to-month tenant or any tenant at will, or sufferance, or any tenant having a lease for a term of less than one year.

i. "Major capital improvement" shall mean an improvement, which permanently adds to the value or useful life of the property and resulted in an expenditure in excess of five thousand (\$5,000.00) dollars for any such completed improvement.

#### 12-12.4 Establishment of Rent.

Establishment of rents between a landlord and a tenant to whom this section is applicable, shall hereafter be determined by the provisions of this section. At the expiration of a lease or at the termination of the lease of a periodic tenant, or at the annual anniversary of a lease for a term of more than one year (if the lease so provides), no landlord may request or receive a percentage increase in rent which is greater than four percent (4%).

Periodic tenants will be included under this section and shall be entitled to the same protection as tenants under lease except that a landlord seeking an increase with respect to periodic tenants shall give said tenants 30 days notice with respect to any proposed increase in rent.

#### 12-12.5 Voided Rent Increases.

Any rental increase at the time other than the expiration of a lease or termination of a periodic lease shall be void and must be returned to the tenant or tenants. For purposes of determining whether a rental increase is in excess of that authorized by the provisions of this section, the rent leveling board shall determine and establish the rent for the housing space as of July 1, 2005 which shall be considered the base rent. As to all applications, petitions or complaints pending before the rent leveling board as of the time of the first reading of this ordinance, prior law shall apply in that the base rent for the housing space shall be determined as of January 1, 2000.

In the event the rent leveling board shall determine that a tenant is entitled to a rental rebate resulting from an overcharge in rental for housing space, such rebate shall be made only for the two year period preceding the date on which the tenant's complaint was filed

or the landlord's hardship petition was filed. The board may also cause a complaint to be issued in the Belleville Municipal Court for violation of this section where a landlord has charged rent for a period in excess of two years which rent is in excess of that which is or was permitted by this section.

In the event a tenant shall file a complaint charging a landlord with rental overcharge more than 60 days after such tenant has vacated a unit of housing space located in a multiple dwelling, then such tenant shall not be entitled to any rebate as provided in this section.

12-12.6 Vacancy in Housing Space. A vacancy in housing space shall not relieve the landlord from the controls of this section as to such housing space.

12-12.7 Landlord Foregoes Maximum Allowable Rent. Where a landlord, because of unusual circumstances, is agreeable to forego the maximum allowable rent, he shall apply to the rent leveling board setting forth the reason therefore in order to protect the base rent so that the higher rent is not waived as the base of a future rent.

12-12.8 Agreement Between Landlord and Tenant Requires Approval. Where a tenant requests a personalized service for furnishing furniture, equipment, facilities, alterations or improvements in the subject housing space, which is unique, and the tenant has negotiated at arms length with the landlord a mutually satisfactory agreement with the landlord as to a price and terms of payment, such agreement shall not be deemed as part of rent and shall require prior approval of the rent leveling board.

12-12.9 Amount of Increase; Time. The rental for housing space shall not be increased more than five percent (5%) in any consecutive 12 month period irrespective of the number of different tenants occupying said housing space during said 12 months.

12-12.10 Notification and Calculation of Increase. Any landlord seeking an increase in rent shall give notice to the tenant **by certified mail, return receipt and contemporaneous first class mail** of the calculations involved in computing the increase, and shall in the case of a tenant under lease, notify said tenant **90** days prior to the expiration of the lease of the proposed increase.

12-12.11 Creation of Board; Members; Powers. There is hereby created a Rent Leveling Board within the Township of Belleville, which shall consist of seven (7) members and three alternate members. All members and alternate members must maintain their principal residence in the Township of Belleville. **The Rent Leveling Board shall reorganize once per year during the month of July.**

The members and alternate members of the board shall be appointed by the governing body of the township and shall serve without compensation. The regular membership of the board shall consist of two (2) landlords, two (2) tenants and three (3) single-family homeowners. The alternate members shall consist of a landlord, a tenant, and a single-family homeowner. The term of office shall be for two (2) years and shall continue until an appointment is made to fill any unexpired terms. The members and alternate members serving on the rent leveling board at the time this ordinance is enacted shall continue in that capacity until the expiration of their present terms. In the event that a member cannot attend a meeting, and an alternate is called to serve at a meeting, the Board shall first contact the alternate with the same living status as the absent Board member whenever possible. **In the event a member of the Rent Leveling Board misses five (5) meetings within one (1) year, such absences shall constitute good cause for removal and that member may be removed by the Municipal Council by Resolution.**

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 section, including but not limited to the following:

- a. To issue and promulgate such rules and regulations as it deems necessary to implement the purpose of this section, 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, providing that such rules and regulations are filed with the township clerk.
- b. To supply information and assistance to landlords and tenants to help them comply with the provisions of this section.
- c. To hold hearings and adjudicate applications from landlords for additional rent as determined by sub-section 12-12.13 of this section.
- d. To hold public hearings and adjudicate applications from tenants for reduced rentals.
- e. To enforce the provisions of this section and to initiate proceedings in the municipal court for willful violations thereof.
- f. To issue subpoenas to compel the attendance of witnesses and the production of books and records in connection with hearings held pursuant to the provisions of this section.
- g. Four board members shall constitute a quorum. **A majority of the quorum** shall be required for a decision of the board, including decision on all motions, orders and rulings of the board. The rent leveling board shall be given

reasonable opportunities to be heard by both landlord and tenant before making any determination.

- h. A representative or representatives to be selected by the board may be authorized to investigate complaints within the jurisdiction of the rent leveling board and confirm the information listed on applications for rental increases pursuant to the terms of subsection 12-12.13 of this section.
- i. The board may schedule a pre-hearing conference with one member of the rent leveling board and the rent leveling board attorney with the applicant and applicants for the purpose of reviewing the application and determining the ability of the applicant to proceed on the scheduled hearing date.
- j. **The landlord shall comply with N.J.A.C. 5:28-1 et. seq.**

12-12.12 Owners to Register Property With Township Clerk. All owners of property within the township, whose rents are subject to this section, shall register the property with the township clerk. The registration form shall include the following:

- a. The address of each dwelling unit.
- b. The name, usual address and telephone number of the owner of the property.
- c. The name, usual address and telephone number of the owner or person who is authorized to act for and on behalf of the owner for the purpose of receiving service of process and for the purpose of receiving and receipting all notices and demands.
- d. The rent of each unit on May 1, 2005 dictating what utilities, services, etc. were included therein.
- e. The rent as of the date of registration indicating what utilities, services, etc. were included therein.
- f. The housing services provided for each unit or the occupants or tenants thereof, indicating which of these services are included in the rental figure.
- g. No earlier than **August 1<sup>st</sup>** of each year and not later than **October 1<sup>st</sup>** of each year, every owner or managing agent of multiple dwellings shall file an annual statement on a form approved by the rent leveling board setting forth the rent for each unit of housing space as of the date of the statement and shall further set forth any amendments or corrections to the registration statement already on file for such multiple dwelling as otherwise required in this section. The annual statement herein required shall set forth the date and amount of any proposed or anticipated rental increase in the succeeding 18 month period. The annual statement shall include a certified statement setting forth all services

included in the rent charged and further statement of any surcharges imposed and the service provided for such surcharge. A copy of the annual statement filed with the Township Clerk shall be provided to each tenant. The annual statement shall be accompanied by a ten (\$10.00) dollar per unit filing fee.

The registration forms shall be provided by the Clerk to the Board. A copy of these regulations shall be kept at the office of the Township Clerk and shall be open for public inspection and copying.

12-12.13 Hardship Rent Increase. In the event a landlord cannot realize a just and reasonable return on his property after taking into account income and expenses, the board may grant the landlord a hardship rent increase for good cause shown. Prior to any such appeal to the rent leveling board, a landlord must serve notice on all affected tenants at least ten days prior to the hearing date and the landlord must post in the lobby of each building or if no lobby is present, in a conspicuous place in and about the premises, a notice of said appeal, setting forth the basis for said appeal. Said notice must be posted for at least ten days prior to the publishing date of the appeal. The affected tenants shall have the right to challenge the basis of the facts for the hardship increase on the hearing date thereof. A just and reasonable return shall take into consideration, among other factors, the value of the property, the reasonable expenses of operation, the income, and the rate of return. The rate of return should be generally commensurate with returns on investments in other enterprises having comparable risks.

In computing rental increase or rental rebate as provided under this section, the amount so computed shall be rounded off to the nearest dollar.

A landlord shall be limited to allowance of one hardship rent increase within any 12-month period.

The board may review any hardship rent increase in excess of 15 percent after 12 months from date of the granting of such increase.

Fair market value shall mean assessed value, as that value is set forth on the official tax records of the Township of Belleville. In the event a petition or complaint has been filed with the county board of taxation or a court of appropriate jurisdiction challenging the assessed value for such property, fair market value shall mean the value alleged by the landlord in his petition or complaint filed with the county board of taxation or a court of appropriate jurisdiction or the value alleged by the landlord in any expert's report or pleading which he shall file with the county board of taxation or a court of appropriate jurisdiction. All such pleadings, reports, petitions and other documents deemed necessary by the rent leveling board to establish the petitioner's alleged fair market value must be filed by the landlord with his petition for a hardship rental increase pursuant to this section. In the event a judgment is rendered by the county board of taxation or a court of appropriate jurisdiction during the 12 month period within which a hardship increase has

been granted based upon the fair market value as alleged by the landlord in his pleadings or petition before the county board of taxation or court of appropriate jurisdiction, and in the event such judgment is final in all regards and has not been nor can be appealed by the landlord, and the judgment rendered varies from the value relied upon by the rent leveling board for purposes of determining the hardship rent petition filed by the landlord, the landlord may petition the rent leveling board to recalculate his hardship petition based upon the value established by such final judgment of the county board of taxation or a court of appropriate jurisdiction.

In the event a petition or complaint has been filed with the county board of taxation or a court of appropriate jurisdiction challenging the assessed value of such property at a time following the allowance of a hardship rent increase by the rent leveling board wherein assessed value has been relied upon to determine the landlord's allowable return pursuant to the formula set forth in this section, the landlord shall be brought before the rent leveling board for the purpose of recalculating the hardship petition as if the petition or complaint challenging the assessed value for such property had been filed at the time of the granting of the hardship increase. The board may order a rebate for all rents collected by the landlord in excess of the recalculated hardship increase.

Any recalculations of a hardship petition which shall be made following a final judgment by the county board of taxation or a court of appropriate jurisdiction shall be prospective in application and not retroactive.

- a. Any increase granted pursuant to this section shall be built into base rent for purposes of calculating future rent increases.
- b. In any hardship request, the Board shall determine the reasonableness of the landlord's data, figures and calculations and may, in its discretion, make adjustments that it deems necessary.
- c. The Board may refuse to grant a hardship increase if the property is not in substantial compliance with state and local building codes. The term "substantial compliance" means ninety percent (90%) qualitatively free of code violations and free of all conditions that threaten health, safety and welfare, such as lack of heat, hot water or electrical hazards.
- d. Upon application to the Rent Leveling Board for a hardship increase, the landlord or his agent, must present to the Rent Leveling Board documentation or other proof that there are no pending violations against the property from the Department of Community Affairs, Bureau of Housing of the State of New Jersey and the construction code enforcement official, health and fire departments of the Township of Belleville. No applications will be granted, or in the discretion of the rent leveling board be heard until said violations, if

any, have been corrected.

- e. Within 90 days of the receipt of a completed application, the Board shall render a decision on the same.

12-12.14 Capital Improvement Increase. A landlord may seek additional rent for major capital improvements or service. The landlord must serve notice on each tenant of the total cost of the complete capital improvement as claimed by the landlord for the purposes, the average cost of the improvement, the total number of square feet of the dwelling or apartment complex, including garden apartments, the total square feet occupied by the tenant and the capital improvement surcharge the landlord is seeking from each tenant. The landlord seeking a capital improvement surcharge shall appeal for said surcharge to the rent leveling board, which shall determine if said improvement is a major capital improvement, and if so, shall permit such increase to take place. In any event, no increase authorized by this section shall exceed 15 percent of the tenant's rent.

12-12.15 Depreciation of Capital Improvement. For purposes of determination of depreciable life of any capital improvement either for the purposes of this section and subsection 12-12.13, the rent leveling board may use the then current and applicable I.R.S. Depreciation Schedule for such capital improvement.

12-12.16 Present Landlord Not Responsible for Violations of Predecessor; Exception. Where title to a multiple dwelling has been conveyed to a landlord by a predecessor landlord who has violated the provisions of this or any previous rent leveling ordinance, the present landlord may not be held liable for excessive rent charged by the predecessor landlord except for the following:

- a. The sale of the subject property is not an arms length transaction; or
- b. If the sale is between an individual and a corporation or vice versa where the individual is also an officer or director of the corporation buying or selling the property; or
- c. The contract of sale between the present landlord and predecessor landlord specifically provides that the purchaser may hold the seller liable for any violations of the local rent leveling ordinance.

In the event that a predecessor landlord has violated the terms of this section and the present landlord cannot be held liable for such violation as provided herein, the rent leveling board shall have continuous jurisdiction over the predecessor landlord for violations committed by him.

12-12.17 Vacancy Decontrol: Application for Vacancy Decontrol: Requirements: Fees.

- a. Upon the voluntary vacation of any apartment or housing unit for which rent increases are controlled by this section, the landlord shall have the right to fix the new rent for such vacated apartment or housing unit at a rental price mutually agreeable to the landlord and the tenant.
- b. In order for the landlord to qualify for vacancy decontrol rent increase, the landlord shall first be required to file an application for vacancy decontrol, along with a statement signed by the vacating tenant, certifying that the landlord has not, in any way, harassed, intimidated, or coerced the tenant into vacating the housing unit and that the vacation of such unit was a voluntary act on the part of the tenant. For the purposes of this section, a vacation caused by or necessitated by substandard, unsafe or unsanitary conditions of the rental premises shall not be deemed a voluntary vacation.
  1. Such non-coercion certification shall not be required in order for the landlord to qualify for a vacancy decontrol increase if:
    - a. The increase does not exceed the total of all permissible increases authorized by any other provisions of this section.
    - b. The tenant has moved from the unit without notice to this landlord.
    - c. The unit has been vacated pursuant to a judicially mandated eviction unless the court ordered eviction shall have been brought about by charges in the terms of the lease.
    - d. The tenant has refused to sign such certification and upon appeal by the landlord for his agent, the Rent Leveling Board has found that such refusal was unwarranted, and that there was in fact no coercion of any kind exerted by the landlord, his agent or representative upon the vacating tenant.
  2. The landlord's application for vacancy decontrol filed with the office of rent leveling, along with the required fee, of one hundred (\$100.00) dollars per unit shall certify:
    - a. The address and apartment number of vacated unit.
    - b. The name of the vacating tenant.
    - c. The date the apartment became vacant.
    - d. The number of rooms in the vacated unit.
    - e. The amount of rent the vacating tenants were paying.

- f. The maximum rent permissible under the provisions of this section.
  - g. The amount of rent requested under the terms of vacancy decontrol.
  - h. Certification that the vacation of the apartment was the voluntary act of the vacating tenant and that such vacation was not the result of harassment or pressure by the landlord or his agents.
  - i. That no existing tenant within a dwelling unit determined to remain in the vacated housing unit.
3. The decontrol provisions of this subsection shall only apply to dwelling units that are physically vacated subsequent to the effective date of this subsection.
4. Upon application for approval of a vacancy decontrol increase, the landlord shall request that an inspection be done by a code enforcement officer for certification that the housing unit is in substantial compliance with the provisions of Chapter XXI, Property Maintenance Code of the Township of Belleville, and include the required Certificate of Continued Occupancy inspection fee along with the application for decontrol.
5. No apartment or housing unit may be rented at a decontrolled rent unless and until an approved vacancy decontrol certificate has been received by the applicant from the office of rent leveling after they have received a copy of the certificate of occupancy certifying that the housing unit is in substantial compliance with the provisions of Chapter XXI, Property Maintenance Code of the Township of Belleville.
6. Once a unit subject to rent control becomes vacant in accordance with this subsection, that unit shall no longer be subject to the provisions of the Rent Control Ordinance.
7. The landlord shall supply and deliver to each new tenant information, in writing, which shall state:
- a. The rent paid by all tenants who occupied the apartment during the prior twelve-month period.
  - b. That the landlord has complied with the provisions of subsection 12-12.12 (Registration Statement).
  - c. That the unit has been inspected and approved for habitability and has received a certificate of occupancy from the Township of Belleville code enforcement officer, as well as a vacancy decontrol certificate from the office of rent leveling.
  - d. **A copy of this rent leveling ordinance.**

8. The copy of the statement provided to the tenants by the landlord as required by paragraph 7, above, signed by the new tenant must be forwarded by the landlord to the office of rent leveling.

9. No landlord may demand, receive, or accept any rent increase unless and until the provisions of this section have been complied with.

12-12.18 Maintenance of Standards Required. During the term of this section the landlord shall maintain the same standard of services, maintenance, furniture, furnishings or equipment and facilities provided by the landlord to a tenant prior to the adoption of this section as the landlord was providing or was required to do by law or lease at the time a lease or tenancy was entered into. Any service or facilities or any privileges or rights, which the tenant has been provided in the past may not be taken away, reduced or circumscribed in any way and that where a right has been provided in the past without a fee, no landlord may request or receive a fee for the continued provision of said service, facilities, right or privilege.

An individual tenant or a class of tenants who are not receiving substantially the same standards of service, maintenance, furniture, furnishings, equipment, facilities, rights or privileges may have the rent leveling board determine the reasonable rental value of the housing units or dwellings in view of the deficiency. The tenant or class of tenants shall pay the reasonable rental value as full payment for rent until the landlord proves that the deficiency has been corrected.

A tenant who petitions the board for an adjustment of rent or files a complaint with the board alleging landlord's violation of any of the terms of this section must serve notice of the petition **or complaint** upon the landlord **within ten days of the filing of such petition or complaint.**

12-12.19 Filing of Application or Petition. Any application or petition made to the rent leveling board by a landlord or tenant must be filed with the secretary of the board at least 30 days prior to the next regularly scheduled meeting date in order to be heard at that meeting.

12-12.20 Notice to Landlord of Petition. Upon proper notice by tenant upon landlord that tenant is petitioning or otherwise moving before the board against the landlord for a reduction in rent for violation of the terms of this section, the landlord shall appear at the scheduled hearing date with all pertinent information and records which the board will need to determine this matter. Failure of the landlord to appear upon proper notice and without just cause as determined by the board may result in the tenant's petition being heard and decided outside the presence of the landlord.

12-12.21 Rents After Effective Date of Original Ordinance. No landlord shall, after the

effective date of the original ordinance, adopted April 9, 1974, charge any rents in excess of what he was receiving from the effective date of the original ordinance except for increases authorized by this or any prior or subsequent ordinance.

12-12.22 First Rental Not Restricted. The owner of the housing space or dwelling being rented for the first time shall not be restricted in the initial rent he charges. Any subsequent rental increase, however, shall be subject to the provisions of this section.

12-12.23 Appeals. A landlord or a tenant aggrieved by any action, regulation or determination of the board may appeal in a court of appropriate jurisdiction within 45 days after the entry of a decision.

12-12.24 Violations. A violation of any provision of this section including but not limited to the filing with the rent leveling board or township clerk of any misstatement of fact or the failure to appear, upon notice, at a rent leveling board hearing, shall be punishable by a fine of not more than seven-hundred fifty (\$750.00) dollars or by imprisonment for a period not more than 90 days, or by both such fine and imprisonment as to each leasehold. Each rent leveling hearing in which the noticed party fails to appear shall be prosecuted in the municipal court of the township upon a complaint and summons signed by either party, his agent or attorney, or by the chairman of the rent leveling board or its agent.

12-12.25 Correction of Errors or Omissions. Clerical mistakes in judgments, orders or other parts of record and errors therein arising from oversight and omission may at any time be corrected by the board on its own initiative or on the motion of any party, and on such notice and terms as the board directs notwithstanding the pendency of any appeal.

12-12.26 Filing Fee for Hardship Increase. All applications for a hardship increase pursuant to the terms of subsection 12-12.13, and for a major capital improvement increase pursuant to the terms of subsection 12-12.14, shall be accompanied by a filing fee of one hundred dollars (\$100.00) per application plus five dollars (\$5.00) per unit in the subject multiple dwelling. These fees are cumulative to those set forth in Section 12-12.17.

12-12.27 Fee for Transcript. In the event an appeal is taken from a determination of the rent leveling board and a request to provide a verbatim transcript is made of the rent leveling board clerk, a reasonable fee shall be paid for the service of preparing a transcript of the hearing.

12-12.28 Landlord to Provide Copy of Rent Leveling Ordinance to Tenant. A landlord at his or her expense shall provide a copy of the rent leveling ordinance to every tenant upon the tenant's initial occupancy of housing space in a multiple dwelling.

12-12.29 Purpose. This section, being necessary for the welfare of the Township of Belleville and its inhabitants, shall be liberally construed to effectuate the purpose thereof.

12-12.30 Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

12-12.31 Repeal of Inconsistent Ordinances. All ordinances or parts of ordinances which are inconsistent with provisions of this ordinance shall be and are hereby to the extent of such inconsistency repealed.

12-12.32 Effective Date. This Section is to take effect immediately upon final passage and publication as required by law and shall remain in force and effect for a period not to exceed five (5) years at which time this Section shall be reviewed and considered by the Governing Body, and if not extended shall terminate five (5) years from the date of adoption. The Rent Leveling Board shall have the power to review this Section annually and shall make suggestions to the Governing Body concerning amendments to the Rent Leveling Ordinance.

12-12.33 Section 12-12A et seq. is not affected in any way by this Ordinance. Said ordinance 12-12A et seq. remains in full force and effect.

12-12.34 The Township Clerk is hereby directed to give notice at least ten (10) days prior to hearing on the adoption of this ordinance to the Essex County Planning Board and to all persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon adoption of this ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the ordinance as finally adopted with the Essex County Planning Board as required by N.J.S.A. 40:55D-16. The Clerk shall also forthwith transmit a copy of this ordinance after final passage to the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.