SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0111-22

CHRISTINA LAPAGLIA,

Plaintiff-Appellant,

v.

KELLI CIANCAGLINI,

Defendant-Respondent.

Argued August 1, 2023 – Decided September 7, 2023

Before Judges Sumners and Bishop-Thompson.

On appeal from the Superior Court of New Jersey, Law Division, Gloucester County, Docket No. DC-003106-21.

Ronald P. Sierzega argued the cause for appellant (Puff, Sierzega & Macfeeters, LLC, attorneys; Ronald P. Sierzega, on the brief).

John D. Wilson argued the cause for respondent.

PER CURIAM

Townhouse owner Christina Lapaglia, self-represented at the time, sued her tenant, Kelli Ciancaglini, for: (1) three months unpaid rent after Ciancaglini moved out of the property without giving the three months' notice required under the lease agreement; and (2) repairing damages to the property which exceeded Ciancaglini's security deposit. Ciancaglini filed a counterclaim for: (1) double damages and interest on her security deposit for non-compliance with N.J.S.A. 46:8-19 of the Security Deposit Act (SDA)[1]; and (2) reimbursement of homeowner's monthly assessment and excess water billing.

Following a bench trial, the Special Civil Part judge issued an order of judgment on April 27, 2022, finding Lapaglia "properly deducted . . . $1,229.95 from [Ciancaglini's] security deposit" but "that the remaining balance of the security deposit, $1,319.73 (which includes accrued interest during the period of the tenancy) is owed by [Lapaglia] to [Ciancaglini]," is doubled to $2,639.46 in accordance with N.J.S.A. 46:8-21.1. The order also set forth a timeline for which Ciancaglini could apply for attorneys' fees and Lapaglia could oppose. After Lapaglia failed to oppose Ciancaglini's fees application, the judge awarded Ciancaglini the full amount sought of $5,133.56.

[1] N.J.S.A. 46:8-19 to -26.

Ciancaglini, represented by counsel, filed a timely motion for a new trial or reconsideration, which was considered by a different judge (motion judge).[2] The motion judge held that, based on Rules 4:49-1(a) and -2, Ciancaglini was not "entitled to a new trial or reconsideration of [the first judge's] findings on the merits" because her "[m]otion is the archetypal 'second bite at the apple' of which courts are warned" against. However, the motion judge vacated the attorneys' fees award because Lapaglia's failure to oppose was "excusable based upon the conduct of [her former attorney]." After affording Lapaglia an opportunity to file opposition to the attorneys' fees application, the motion judge reduced the attorneys' fees award to $1,000.

Lapaglia appeals the April 27 order of judgment, arguing:

> POINT I
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> A DE NOVO STANDARD OF REVIEW IS APPROPRIATE IN THE CASE AT BAR.
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> POINT II
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> APPELLANT IS ENTITLED TO A NEW TRIAL OR AN AWARD OF RENT.

[2] The trial judge was transferred to another Division.

POINT III

EQUITY DEMANDS THAT APPELLANT BE AFFORDED A REVERSAL OF THE VERDICT OR A NEW TRIAL.

Having reviewed the record and considering the applicable law, we affirm.

The record leads us to conclude that the judgment should not be disturbed. Lapaglia has failed to establish why we should not "give deference to the trial [judge who] heard the witnesses, sifted the competing evidence, and made reasoned conclusions." Griepenburg v. Twp. of Ocean, 220 N.J. 239, 254 (2015) (citing Rova Farms Resort, Inc. v. Invs. Ins. Co. of Am., 65 N.J. 474, 483-84 (1974)). We see no reason to disturb the trial judge's factual findings and legal conclusions as we are unconvinced they were "so manifestly unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice." Seidman v. Clifton Sav. Bank, S.L.A., 205 N.J. 150, 169 (2011) (quoting In re Tr. Created By Agreement Dated Dec. 20, 1961, ex rel. Johnson, 194 N.J. 276, 284 (2008)). Based on our de novo review, we see no error in the trial judge's legal conclusions. See 30 River Ct. E. Urb. Renewal Co. v. Capograsso, 383 N.J. Super. 470, 476 (App. Div. 2006).

As for Lapaglia's argument that the trial judge failed to address her claim that Ciancaglini owed her three months rents for not giving three months' notice

before vacating the apartment, the record provides otherwise. The judge ruled "[the lease agreement] provision indicates that three months['] notice must be given but the provision . . . doesn't say anything about the tenant thereafter being responsible for additional rent beyond the end of the lease term if the notice isn't given." We agree with the judge's interpretation. See Kieffer v. Best Buy, 205 N.J. 213, 223 (2011) ("[W]e pay no special deference to the trial court's interpretation and look at the contract with fresh eyes."); Fastenberg v. Prudential Ins. Co. of Am., 309 N.J. Super. 415, 420 (App. Div. 1998) ("Interpretation and construction of a contract is a matter of law for the court subject to de novo review.").

Lapaglia also argues Ciancaglini is not entitled to the doubling of her security deposit and attorneys' fees under the SDA because: (1) her counterclaim did not plead such relief under N.J.S.A. 46:8-21.1—the SDA provision which allows for the doubling of security deposit and attorneys' fees if the security deposit is not returned; (2) no portion of the security deposit was "wrongfully withheld"; and (3) she acted in good faith by notifying Ciancaglini that she was withholding her security deposit due to damages. Although Ciancaglini's counterclaim did not specifically cite N.J.S.A. 46:8-21.1, based on our liberal reading of notice pleadings, it is not fatal to her claim considering

the gist of the trial judge's order doubling her security deposit and awarding attorneys' fees arises from the SDA, which she clearly pled for damages. See Jersey City v. Hague, 18 N.J. 584, 602 (1955) (stating that "however liberal pleadings may be, the requirement still remains that at least the gist of a substantive ground of relief must be set forth").

Given that we do not disturb the trial judge's factual finding that Lapaglia was wrong in withholding $1,319.73 of the security deposit, we conclude the judge correctly applied the SDA in doubling that amount and allowed for an award of attorneys' fees. See Penbara v. Straczynski, 347 N.J. Super. 155, 160-61 (App. Div. 2022) (holding tenants are entitled to doubling and attorneys' fees for any portion of the security deposit which has been "wrongfully withheld"). The fact that Ciancaglini was assessed damages to the property, which were deducted from her security deposit, did not bar the judge from doubling the balance of the security deposit owed to her, as well as attorneys' fees. See Reilly v. Weiss, 406 N.J. Super. 71, 79-80 (App. Div. 2009) (recognizing tenants who violate their obligations under a lease do not completely relinquish their rights to the remedies under N.J.S.A. 46:8-21.1).

To the extent that we have not addressed Lapaglia's remaining arguments, we conclude they lack sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

I hereby certify that the foregoing is a true copy of the original on file in my office.

CLERK OF THE APPELLATE DIVISION