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This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2027-21**

**MHC PINE RIDGE AT
CRESTWOOD, LLC,**

Plaintiff-Respondent,

v.

**HENRY SKIDMORE and
JOHN SKIDMORE (tenants),¹**

Defendants-Appellants.

Submitted July 18, 2023 – Decided July 25, 2023

Before Judges Whipple and Mayer.

On appeal from the Superior Court of New Jersey,
Law Division, Ocean County, Docket No. LT-001015-
21.

John J. Hopkins, III, attorney for appellants.

Lori C. Greenberg & Associates, attorneys for
respondent (Lori C. Greenberg, on the brief).

¹ H. David Skidmore was pled as Henry Skidmore.

PER CURIAM

Defendants John Skidmore and H. David Skidmore² appeal from a February 24, 2022 judgment of possession after a bench trial. We affirm.

We recite the facts from the testimony and evidence presented during the one-day trial. Plaintiff MHC Pine Ridge at Crestwood, LLC owns a mobile home community in Whiting, New Jersey. Plaintiff's community is restricted to individuals who are age fifty-five and older. Because plaintiff's community is designated for persons aged fifty-five plus, children are not permitted to live there. As a result, those who reside at plaintiff's community are not required to pay school taxes.

Plaintiff offers ground leases to individuals who wish to situate manufactured homes on its property. Residents own their individual manufactured homes and rent the underlying land from plaintiff. David and his son, John, signed a ground lease with plaintiff in April 2021. David and John were designated as the only occupants of their home in the ground lease. At some point while he was living in plaintiff's community, John married a

² Because defendants share the same last name, we refer to them by their first name to avoid confusion. No disrespect is intended.

younger woman. The couple then had two children who also lived in plaintiff's community.

Plaintiff's ground lease required homeowners be over fifty-five years old. It also provided "[o]ccupancy by persons not listed here or later approved by [plaintiff], or by more than two persons times the number of bedrooms, or by anyone under [forty] years of age shall be a violation of this [a]greement and cause for termination of the [a]greement."

Additional rules and regulations governing plaintiff's community were stated in the Guidelines for Community Living (Guidelines) provided to defendants. Under the Guidelines, a least one person permanently residing in the community must be fifty-five years of age or older as of the date of occupancy. Any other occupants of a home situated in plaintiff's community are required to be at least forty years of age and "screened for compliance" with the terms of the Guidelines and ground lease. The Guidelines expressly stated, "[o]nly occupants listed in the lease may occupy the home."³

Plaintiff filed an action to evict defendants because they "allowed unauthorized, unapproved tenants to reside in the home despite notices to

³ John's wife was not at least forty years of age when she lived in plaintiff's community. Nor was she named as an occupant of the home under the ground lease.

cease and quit." Plaintiff alleged John's wife and his school age children lived in the home contrary to the ground lease and the Guidelines.

Despite efforts to resolve the matter, the eviction action proceeded to trial. At trial, John explained David, then over eighty years old, suffered from health issues and received dialysis treatments. John testified that he and his family were David's caregivers.

On cross-examination, John admitted he "screwed up" when he failed to comply with the terms of the ground lease and Guidelines. He also acknowledged failing to read the ground lease and Guidelines in their entirety.

The judge granted a judgment of possession in favor of plaintiff based on defendants' violation of the ground lease and Guidelines. In his decision, the judge explained:

plaintiff has more than sustained its burden. . . . Their best witness was [John]. He volunteered information when he wasn't asked. When his attorney finished, he wanted to volunteer extra information. He readily admitted he screwed up. . . . [H]e signed the lease. He ha[d] [the] rules and regulations.

The judge found defendants violated the ground lease and the Guidelines by allowing John's young children to reside in the community. The judge rejected defendants' constitutional arguments, finding John had the right to

marry and have children but did not have the right to live in plaintiff's age restricted community.

Two months after the entry of the judgment for possession, defendants either relocated or were locked out pursuant to an April 8, 2022 warrant of removal.

On appeal, defendants argue plaintiff "wrongfully filed for an eviction . . . in violation of [their] rights and public policy." Defendants also argue the municipal ordinance allowing planned retirement communities (PRC) is "void on its face."⁴ We reject these arguments.

We defer to a trial court's findings of fact in a bench trial. Balducci v. Cige, 240 N.J. 574, 595 (2020). In a non-jury trial, we "give deference to the trial court that heard the witnesses, sifted the competing evidence, and made reasoned conclusions." Gripenburg v. Twp. of Ocean, 220 N.J. 239, 254 (2015). We will accept the trial judge's findings of fact where the findings are supported by substantial credible evidence. Allstate Ins. Co. v. Northfield Med. Ctr., P.C., 228 N.J. 596, 619 (2017). However, we exercise de novo

⁴ A challenge to the validity of the ordinance required defendants to file suit against the municipality. However, defendants did not sue the Township. Thus, we decline to address defendants' arguments related to the validity of the Township's PRC ordinance.

review of the trial judge's legal conclusions. Rowe v. Bell & Gossett Co., 239 N.J. 531, 552 (2019).

We first address plaintiff's contention that the appeal is moot because defendants vacated the community in or around April 2022. "Ordinarily, where a tenant no longer resides in the property, an appeal challenging the propriety of an eviction is moot." Sudersan v. Royal, 386 N.J. Super. 246, 251 (App. Div. 2005). Only where the "eviction carries residual legal consequences potentially adverse to [a tenant]," such as the revocation of the tenant's federal subsidy, is the matter justiciable. Ibid. We will dismiss as moot an appeal challenging an eviction when the tenant has been removed or otherwise vacated the property. See e.g., Daoud v. Mohammad, 402 N.J. Super. 57, 61 (App. Div. 2008) ("Because the court's jurisdiction is limited to determining the issue of the landlord's right to possession of the premises, and . . . the tenant vacated the premises and the premises have been re-rented, the issue can no longer be determined.").

We decline to consider defendants' arguments because the appellate issues became moot when they vacated plaintiff's property. "An issue is 'moot when [the] decision sought in a matter, when rendered, can have no practical effect on the existing controversy.'" Redd v. Bowman, 223 N.J. 87, 104 (2015)

(quoting Deutsche Bank Nat'l Tr. Co. v. Mitchell, 422 N.J. Super. 214, 221-22 (App. Div. 2011)). Moreover, defendants failed to point to any adverse residual legal consequences as a result of their eviction. Thus, we are satisfied defendants' appeal is moot.

However, even if the appeal was not moot, we agree with the trial judge that eviction was warranted based on defendants' violation of the ground lease and Guidelines.

Here, defendants were apprised of the fifty-five plus age restriction in plaintiff's community when they signed the ground lease and received the Guidelines. Defendants received a financial benefit by living in plaintiff's community because they were not required to pay school taxes based on the age restricted status of the property. Further, defendants never disputed that John's wife was less than forty years old at the time she lived in plaintiff's community, and she did not "screen" for compliance with the terms of the ground lease and Guidelines. Nor did defendants claim John's wife was listed as an occupant of their home in the ground lease. Similarly, defendant did not deny that John's young, school age children lived in plaintiff's community contrary to the terms of the ground lease. Based on these facts, we are

satisfied the judge properly entered a judgment of possession in favor of plaintiff based on defendants' violation of the ground lease and Guidelines.

To the extent we have not addressed any of defendants' remaining arguments, we conclude those arguments are without 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