SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-2819-20

THE VILLAGE APARTMENTS,

Plaintiff-Respondent,

v.

DAVID MACALL,

Defendant-Appellant.

Submitted November 29, 2022 – Decided February 7, 2023

Before Judges Susswein and Berdote Byrne.

On appeal from the Superior Court of New Jersey, Law Division, Camden County, Docket No. LT-008654-19.

David Macall, appellant pro se.

Respondent has not filed a brief.

PER CURIAM

This case returns to us after we remanded for further findings by the trial court. As before, we presume the parties are familiar with the circumstances leading to this appeal and thus we need not recount the relevant facts and

procedural history summarized in our prior opinion. Vill. Apartments v. Macall, No. A-1724-19 (App. Div. Dec. 30, 2020) (slip op. at 1–4). For present purposes, it suffices to note the appeal arises from a residential landlord-tenant dispute over whether plaintiff, Village Apartments, properly raised defendant's rent by $35 per month.

In our December 30, 2020 opinion, we determined that by remaining in possession of the property, defendant consented to the rent increase. We also determined the rent increase notice met all legal requirements, and that the matter was properly heard in the Special Civil Part, rather than the Law Division as defendant requested. We declined, however, to decide whether service of the notice to quit was effectuated in accordance with N.J.S.A. 2A:18-61.2. Instead, we remanded for the trial court to make findings on whether Village Apartments properly effectuated service of that notice. On March 17, 2021, Judge Richard Wells issued an eight-page written opinion concluding that service was sufficient.

Defendant raises the following contentions for our consideration.

> POINT I
>
> THE TRIAL COURT ERRED BY NOT REQUIRING SERVICE OF THE RENT INCREASE NOTICE TO BE MADE IN ACCORDANCE WITH N.J.S.A. 2A:18-61.2.

POINT II

THE TRIAL COURT ERRED BY APPARENTLY ALLOWING ALTERNATE MEANS OF ALLEGED SERVICE, OR NON-CONFORMING MEANS OF ALLEGED SERVICE.

POINT III

THE TRIAL COURT ERRED BY ACCEPTING HEARSAY DECLARATIONS AS EVIDENCE OF SUCH ALTERNATE MEANS OF ALLEGED SERVICE.

POINT IV

PLAINTIFF AND THE TRIAL COURT ERRED BY USING THE FIVE-DAY RULE.

POINT V

THE TRIAL COURT ERRED BY NOT HEARING ARGUMENTS ON [DEFENDANT'S] MOTION TO SUPPLEMENT THE RECORD.

POINT VI

THE FRAUDULENTLY OBTAINED DECISION IN THIS MATTER IS VOID PURSUANT TO COURT RULES 4:50-1(e) AND 4:50-1(f).

We affirm substantially for the reasons set forth in Judge Wells's comprehensive and well-reasoned written opinion. We add the following comments.

Judge Wells acknowledged that Village Apartments did not provide personal service, leave a copy at the abode with a family member over the age of fourteen, or use certified or regular mail. Those are the means of service specified in N.J.S.A. 2A:18-61.2. Although Judge Wells agreed with defendant that strict adherence with the statutory notice provisions is required, he concluded the notice requirement was satisfied because defendant actually received notice. Specifically, Judge Wells found:

> While Macall did not explicitly state that he received the rent increase notice, he said enough to infer he received it. In the November 6, 2019, Notice of Motion to Remove the matter to the Law Division, he certified that this rent increase notice differed from the notices of years past. He further testified to this on the Motion hearing on November 14, 2019.

We accept Judge Wells's factual determination that defendant received notice, see Balducci v. Cige, 240 N.J. 574, 595 (2020), and agree that the purposes of the statutory notice requirement were fulfilled in this case. To the extent we have not addressed them, any remaining arguments raised by defendant are either irrelevant to the limited issue on which we remanded to the trial court, or else lack sufficient merit to warrant discussion. See R. 2:11-3(e)(1)(E).

Affirmed.