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APPROVAL OF THE APPELLATE DIVISION**

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-1710-15T1

ANA MARIA RODRIGUEZ,

Plaintiff-Respondent,

v.

HOSSEIN AMERI,

Defendant-Appellant.

Submitted February 28, 2017 – Decided March 13, 2017

Before Judges Fasciale and Gilson.

On appeal from Superior Court of New Jersey,
Special Civil Part, Passaic County, Docket No.
DC-6879-15.

Ameri & Associates, attorneys for appellant
(Hossein Ameri, on the pro se brief).

Respondent has not filed a brief.

PER CURIAM

Defendant appeals solely from a November 19, 2015 order denying his motion to vacate a Special Civil Part judgment. We affirm.

Plaintiff filed a small-claims complaint seeking \$2700 in damages alleging that defendant failed to return her residential

security deposit.¹ Defendant filed a counterclaim seeking reimbursement for alleged unpaid rent, an outstanding water bill, and damages to the residence. The judge tried the case over two days, entered judgment for plaintiff, and dismissed the counterclaim in its entirety. After the judge denied defendant's motions to stay the judgment and for reconsideration, the court entered the order under review.

On appeal, defendant has not argued the court erroneously applied Rule 4:50-1. Instead, defendant contends that he is entitled to unpaid rent, plaintiff damaged the premises, and the court deprived him of a fair trial. Essentially, defendant rehashes the proofs offered at trial.

We conclude defendant's arguments are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E). The primary focus of defendant's contentions remains on the sufficiency of the evidence produced during the trial. As to the proofs elicited at trial, we add the following brief remarks.

The standard of review of judgments or orders entered after bench trials is well settled. The findings of the trial judge are binding on appeal if they are supported by "adequate, substantial

¹ Plaintiff did not seek double damages under the Security Deposit Act, N.J.S.A. 46:8-19 to -26.

and credible evidence." Rova Farms Resort, Inc. v. Inv'rs Ins. Co. of Am., 65 N.J. 474, 484 (1974). We review a "trial court's interpretation of the law and the legal consequences that flow from established facts" de novo. Manalapan Realty, L.P. v. Twp. Comm. of Manalapan, 140 N.J. 366, 378 (1995). Applying this standard, we see no error.

Here, the judge heard testimony from the parties and reviewed various documents, including photographs of the premises. The judge rendered a thorough oral opinion at the conclusion of the trial. In her decision, the judge made numerous findings of fact and conclusions of law.

On the issue of the security deposit, the judge deducted unpaid rent and a small amount of money for damage to the kitchen. Plaintiff admitted that she owed \$832 in rent for the month of May, and conceded that the repair to an item in the kitchen cost \$100. The judge deducted those amounts from the security deposit and entered the judgment in plaintiff's favor.

The court rejected the counterclaim for failure of proof. The judge concluded that plaintiff left the premises in "broom clean condition." It is undisputed that approximately three adults and seven children occupied the residence. The judge found that the condition of the residence at the end of the lease was nothing more than ordinary wear and tear, with the exception of \$100 to


repair an item in the kitchen. Thus, as to the alleged property damage to the residence caused by plaintiff, the judge concluded there was none.

On the issue of further unpaid rent, the judge found that plaintiff vacated the premises by the end of May. There was no further rent due. As to the water bill, the judge found defendant had not presented the bill to plaintiff in a timely manner and thus plaintiff had no responsibility to pay that bill.

As a result, we conclude that there exists substantial credible evidence in the record to support the judge's findings, which we have no reason to disturb.

Affirmed.

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


CLERK OF THE APPELLATE DIVISION