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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-3089-16T1

GEORGE PATTERSON and
STACEY PATTERSON, H/W,

Plaintiffs-Appellants,

v.

CHRISTINE REIDINGER,

Defendant-Respondent.

Submitted February 14, 2018 – Decided March 12, 2018

Before Judges Koblitz and Manahan.

On appeal from Superior Court of New Jersey,
Law Division, Special Civil Part, Bergen
County, Docket No. DC-012405-16.

Peter Y. Lee, attorney for appellants.

Francis D. McIntyre, PC, attorneys for
respondent (Timothy A. Shafer, of counsel and
on the brief).

PER CURIAM

Plaintiffs George and Stacey Patterson (tenants) appeal from a February 17, 2017 order denying reconsideration of an earlier order refusing to double defendant Christine Reidinger's

(landlord) improper deduction of \$228.50 or award costs of \$373.59 to tenants. Because the Security Deposit Act (SDA), N.J.S.A. 46:8-19 to -26, requires such a doubling and the imposition of costs, N.J.S.A. 46:8-21.1, we reverse and remand for an award of double the amount wrongfully withheld and costs.

We have reviewed the judge's March 27, 2017 "clarification" letter submitted pursuant to Rule 2:5-1(b), from which we derive the following facts. After a bench trial, the judge, sitting in the Special Civil Part, determined that landlord had deducted \$2923.73 from the tenants' security deposit due to damage to the property, and had given timely and proper notice to tenants. The judge found landlord on the whole more credible at trial than tenant Stacey Patterson. The judge found, however, the deduction of \$228.50 for the replacement of a damaged chair "not to be proper," and directed landlord to reimburse tenants that amount. Upon reconsideration, the judge found no bad faith on the part of landlord and refused to double the amount returned or award the costs of suit to tenants.

We owe no deference to the trial court's "interpretation of the law and the legal consequences that flow from established facts." Manalapan Realty, L.P. v. Twp. Comm. of Manalapan, 140 N.J. 366, 378 (1995). We review such decisions de novo. 30 River

Court E. Urban Renewal Co. v. Capograsso, 383 N.J. Super. 470, 476 (App. Div. 2006).

"N.J.S.A. 46:8-21.1 was specifically 'intended to protect tenants from overreaching landlords who seek to defraud tenants by diverting rent security deposits to their own use.'" Reilly v. Weiss, 406 N.J. Super. 71, 83 (App. Div. 2009) (quoting Jaremback v. Butler Ridge Apartments, 166 N.J. Super. 84, 87 (App. Div. 1979)). The SDA "recognizes that the security deposit remains the tenant's money, although it is designed to provide some protection from loss to the landlord." Hale v. Farrakhan, 390 N.J. Super. 335, 342 (App. Div. 2007) (quoting MD Assocs. v. Alvarado, 302 N.J. Super. 583, 586 (App. Div. 1997)).

N.J.S.A. 46:8-21.1 requires the landlord to return the tenant's security deposit and interest accrued "[w]ithin 30 days after the termination of the [] lease . . . less any charges expended in accordance with the terms of the lease." Ibid. Any deductions the landlord makes must be "itemized," and notice must be forwarded to the tenant. Ibid. If the landlord violates this section of the SDA, the tenant may bring suit, and "the court upon finding for the tenant . . . shall award recovery of double the amount of said moneys, together with full costs of any action and, in the court's discretion, reasonable attorney's fees." Ibid. (emphasis added).

We have determined that a tenant is limited to recovery of double "the net amount 'wrongfully withheld.'" Penbara v. Straczynski, 347 N.J. Super. 155, 160 (App. Div. 2002) (quoting Kang in Yi v. Re/Max Fortune Props., Inc., 338 N.J. Super. 534, 539 (App. Div. 2001)). "Where the penalty is appropriate under the statute, the only item which should be doubled is the net amount due to the tenant on the security deposit and interest, after deductions of the charges due to the landlord." Jaremback, 166 N.J. Super. at 89 n.1.

Here, the trial judge found that landlord acted in good faith and therefore the judge did not double the amount improperly withheld. The doubling, however, was statutorily required. We therefore remand to correct the judgment to award double damages plus costs.

Reversed and remanded. We do not retain jurisdiction.

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


CLERK OF THE APPELLATE DIVISION