



State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Division of Family Development
P.O. Box 716
TRENTON, NEW JERSEY 08625

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Jennifer Velez
Commissioner

Jeanette Page-Hawkins
Director
Tel. (609) 588-2000

The following Decision is distributed for your information. This Decision has been made in consideration of the specific facts of this case. This Decision is not to be interpreted as establishing any new mandatory policy or procedure otherwise officially promulgated.

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

REMAND DECISION

OAL DKT. NO. HPW 10495-14 S.J.

AGENCY DKT. NO. C279559 (ESSEX COUNTY DIVISION OF WELFARE)

Petitioner appeals from Respondent Agency's termination of her Emergency Assistance ("EA") benefits in the form of Temporary Rental Assistance ("TRA"). The Agency terminated Petitioner's EA benefits after Petitioner's Work First New Jersey/Temporary Assistance for Needy Families ("WFNJ/TANF") benefits were terminated due to Petitioner having exceeded her lifetime limit for receipt of cash benefits. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. On August 21, 2014, the parties appeared before the Honorable Kelly J. Kirk, Administrative Law Judge ("ALJ"), for a plenary hearing. Based upon an earlier Settlement Agreement presented by Petitioner, the hearing was adjourned to allow the parties to attempt resolution of the matter. On August 27, 2014, the ALJ proceeded with the plenary hearing, taking testimony and admitting documents into evidence.

On August 27, 2014, the ALJ issued her Initial Decision reversing the Agency's determination. The ALJ noted that, pursuant to a Settlement Agreement dated December 30, 2013, the Agency had agreed to pay security deposit and 6 months of TRA once Petitioner located affordable housing. See Initial Decision at 2; see also Exhibit P-1. Petitioner located an affordable apartment and the Agency paid the security deposit and rent for April, May and June 2014. See Initial Decision at 2. When Petitioner's WFNJ/TANF benefits were terminated in July 2014, due to having exceeded the lifetime limit on WFNJ/TANF, the Agency also terminated Petitioner's EA, purportedly without notice. *Ibid.* Following the first date of hearing on August 21, 2014, the Agency issued a notice to Petitioner indicating that, while having been terminated from WFNJ/TANF, the Agency would pay the rent for July, August and

Page 2

September 2014, as had been agreed to in the earlier Settlement Agreement. See Initial Decision at 3; see also Exhibit R-1. Petitioner presented an invoice from her landlord, indicating an amount owed of \$3,674.00. See Exhibit P-2. Petitioner maintained that her rent was \$1,000.00 a month, and the remaining \$674.00 was for late fees and court costs. See Initial Decision at 3. The ALJ concluded that in addition to paying the rent for July, August and September 2014, the Agency should pay the additional \$674.00, asserting that "these fees and costs were incurred through no fault of the Petitioner and to the extent that payment of these fees and costs is necessary to avoid eviction, the Agency should pay [] same." See Initial Decision at 4.

Neither party filed exceptions to the Initial Decision.

As the Director of the Division of Family Development, Department of Human Services, I have reviewed the Initial Decision and following an independent review of the record, I hereby MODIFY the Initial Decision of the ALJ.

Based upon the record in this matter, I concur with the ALJ that the Agency, pursuant to the earlier Settlement Agreement, is obligated to pay the remaining three months of TRA for July, August and September, 2014, which it has agreed to do. See Exhibit R-1. A Settlement Agreement between parties to a lawsuit is a contract by which they are bound. *Nolan v. Ho*, 120 N.J. 465, 472 (1990).

However, I do not agree with the ALJ's conclusion as to the remaining fees. The invoice presented in the record is not itemized. Therefore, I cannot properly deduce what the exact amount of rent is per month, and what the exact amount and nature of any late fees and costs are precisely. Accordingly, Petitioner is directed to obtain an itemized listing from her landlord showing all rent paid from April 2014 to the present, including any late fees and costs, and submit same to the Agency. If the itemized list substantiates that the remaining late fees and costs are directly resultant from the Agency's late payment of rent monies, then I will agree with the ALJ that those costs are to be paid by the Agency, so as to avoid eviction.

Based upon the foregoing, the Initial Decision of the ALJ is hereby MODIFIED and the matter is remanded back to the Agency for further handling as directed above.

SEP 12 2014

Signed Copy on File
at DFD, BARA

Jeanette Page-Hawkins
Director