



State of New Jersey

DEPARTMENT OF HUMAN SERVICES

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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

FINAL DECISION

OAL DKT. NO. HPW 11908-15 R.R.

AGENCY DKT. NO. C236614 (PASSAIC COUNTY BOARD OF SOC. SVCS.)

Petitioner appeals from the Respondent Agency's denial of her application for Emergency Assistance ("EA") in the form of Temporary Rental Assistance ("TRA") because she caused her own homelessness and had a realistic capacity to plan. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. On August 10, 2015, the Honorable John P. Scollo, Administrative Law Judge ("ALJ"), held a plenary hearing, took testimony, and admitted documents. On August 11, 2015, the ALJ issued his Initial Decision reversing the Agency determination.

Exceptions to the Initial Decision were filed by the Agency on August 17, 2015.

As the Director of the Division of Family Development, Department of Human Services, I have considered the record in this matter and the ALJ's Initial Decision and, having made an independent evaluation of the record, I hereby REJECT the Initial Decision and AFFIRM the Agency determination.

EA is a supportive service available when the assistance unit "is in a state of homelessness or imminent homelessness due to circumstances beyond their control or the absence of a realistic capacity to plan in advance for substitute housing." See N.J.A.C. 10:90-6.1(c).

Here, the record reveals that, in September 2014, Petitioner's EA/TRA was transferred from one apartment to another. See Initial Decision at 2. The transfer was conditioned upon Petitioner receiving her security deposit from the first landlord,

and upon Petitioner "making up any difference between the new security deposit and the old security deposit" to be paid to the second landlord. See Initial Decision at 2. Petitioner's first landlord withheld \$405.00 from her security deposit for repairs, and Petitioner tendered only the remainder of the security deposit to the second landlord. *Ibid.*; see also Exceptions. Evidently, Petitioner did not "make up the difference" between the two security deposits, although she had agreed to do so. See Initial Decision at 2.

Consequently, although Petitioner signed a lease for the apartment, the second landlord only allowed Petitioner to move her personal property into the apartment. *Ibid.* The landlord refused occupancy to Petitioner until she paid him the difference between the full security deposit and the reduced security deposit paid by Petitioner. *Ibid.*

Thereafter, Petitioner waited until January 31, 2015, to file a complaint with the police about her landlord. See Initial Decision at 3; see also Paterson Police Department Incident Report dated January 31, 2015. The police report states that Petitioner signed a lease with the landlord; that the Board of Social Services paid the rent to the landlord for December 2014 and January 2015; that Petitioner moved her personal belongings into the apartment on December 1, 2014; and that "[t]oday she asked for the apartment key from [the landlord], which he refused." See Paterson Police Department Incident Report dated January 31, 2015. The police report goes on to state that the landlord had placed Petitioner's belongings in the basement, and that the landlord "told [Petitioner] he is no longer renting the apartment to her because she has a balance of \$525.00 which has not been paid." *Ibid.*

The Agency asserts that it was unaware until Petitioner visited the Agency on March 27, 2015, that the second landlord would not allow Petitioner occupancy of the apartment. See Initial Decision at 3-4. As a result, because it believed that Petitioner was occupying the second apartment, the Agency paid EA/TRA to the second landlord for December and January 2014, as well as for February and March 2015. See Initial Decision at 2. The Agency also argues that, because Petitioner was working in December 2014, she had sufficient funds to pay the security deposit shortfall, as was agreed upon between Petitioner and the Agency. See Initial Decision at 4. Therefore, as a result of her lack of candor, the Agency determined that Petitioner caused her own housing emergency. See Initial Decision at 3-4.

At the hearing, the Agency representative testified that Petitioner has had, since December 2014, the time and realistic capacity to resolve her housing emergency. See Initial Decision at 3. In addition, because the Agency paid EA/TRA on Petitioner's behalf to her second landlord from December 2014 through March 2014, Petitioner did not suffer a housing emergency or a state of homelessness during those months. *Ibid.*

In his Initial Decision, the ALJ found Petitioner's testimony credible when she stated that, in late December 2014, she advised the Agency that her landlord would not allow her to occupy the apartment. See Initial Decision at 3. However, I disagree with the ALJ's finding and, therefore, reject the Initial Decision because the documentary evidence directly refutes Petitioner's testimony. Specifically, the police report provided by Petitioner states that Petitioner was first advised by the landlord on January 31, 2015, when she initially asked the landlord for the key, that he refused to allow her occupancy to the apartment, for the reason that he was "no longer renting the apartment to her" due to the unpaid balance of the security deposit. See Paterson Police Department Incident Report dated January 31, 2015 at 2. Therefore, the evidence reveals that Petitioner was not even aware until January 31, 2015, that the landlord refused her occupancy of the apartment. Ibid.

Moreover, the ALJ confirms in his Initial Decision that Petitioner agreed to pay the difference between her old security deposit and the security deposit required by the second landlord. See Initial Decision at 2. However, Petitioner failed to pay the security deposit shortfall, despite the fact that she had income from employment to do so. See Initial Decision at 4. Thus, Petitioner violated her agreement with the Agency and, therefore, she created her own housing emergency. For the foregoing reasons, I find that the Agency's action in this matter was appropriate and must be affirmed.

Accordingly, the Initial Decision is hereby REJECTED and the Agency's action is hereby AFFIRMED.

AUG 28 2015

*Signed Copy on File*  
at DFD, BARA

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Natasha Johnson  
Director