



State of New Jersey

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Assistant Commissioner

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 **06661-24 E.W.**

AGENCY DKT. NO. **C140340004 (CAMDEN-CCBSS)**

Petitioner appeals from the Respondent Agency's denial of Emergency Assistance ("EA") benefits. The Agency denied Petitioner's EA benefits, and imposed a six-month EA ineligibility penalty, contending that she had caused her own homelessness by failing to comply with the terms of a Settlement Agreement based upon terms of her lease. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. The matter was scheduled as an emergent case to be heard on May 23, 2024. Petitioner requested more time and agreed to remove the emergent case designation. On June 3, 2024, the Honorable Michael R. Stanzione, Administrative Law Judge ("ALJ"), held a telephonic plenary hearing, took testimony, and admitted documents. The record remained open for the parties to supplement the record and then closed on June 10, 2024.

On July 1, 2024, the ALJ issued an Initial Decision, affirming the Agency's EA termination. The ALJ in this matter issued a very thorough and comprehensive Initial Decision, outlining the procedural history, providing a detailed factual timeline, and rendering a well thought out analysis, applying law to fact. See Initial Decision at 2-9. Specifically, the record reflects that Petitioner resided in Section 8 housing, under a lease agreement, since 2003. See Initial Decision at 2; see also Exhibit R-1 at 18. Petitioner suffers from cerebral palsy, which causes her confinement to a wheelchair, and limits her ability to manage her daily affairs, including cleaning her home. See Initial Decision at 3. Due to her cerebral palsy, Petitioner has been a lifelong beneficiary of Supplemental Security Income ("SSI") benefits. *Ibid.* Additionally, during December, 2023, Petitioner began seeking treatment and therapy for mental-health issues including psychological disorders that led to a level of hoarding. *Ibid.*; see also Exhibits P-1, P-2, P-3, and P-4.

Throughout her time living at her residence, Petitioner's mother and son resided with her from time to time, however, her mother is now deceased and her adult son vacated the premises around December 2022. *Ibid.* Previously, Petitioner's mother and son assisted with maintaining and caring for the home and, in their absence, Petitioner has struggled to maintain the home. *Ibid.* Petitioner ultimately was unable to comply with the terms of her lease regarding cleanliness and sanitary conditions. See Initial Decision at 3; see also Exhibit R-1 at 22. Petitioner was aware of the violation of the provisions of her lease following a July, 2023 inspection of her property, and was served with a Notice to Quit on November 16, 2023. *Ibid.*; see also Exhibit R-1 at 9. Following Petitioner's failure to vacate the premises as demanded in the Notice to Quit, an eviction action was filed. *Ibid.*; see also Exhibit R-1 at 10-26. Petitioner was represented by counsel in the eviction proceeding and she entered into a Settlement Agreement on February 16, 2024. See Initial Decision at 4; see also Exhibit R-1 at 27-30. The Settlement Agreement required Petitioner to clean and restore the property within thirty days. *Ibid.* Petitioner attempted, with some assistance, to remediate her home's cleanliness in an attempt to comply with the Settlement Agreement. *Ibid.*; see also Exhibit R-1 at 31,32. Petitioner was informed by the property landlord's representative that she did not comply with the Settlement Agreement terms within thirty days and thereafter she applied



for EA on April 23, 2024. Ibid. Upon review of her application, the Agency denied her EA benefits concluding Petitioner's eviction was a result of her own actions. Ibid. A warrant of removal was issued and executed on May 3, 2024. Ibid.; see also Exhibit R-1 at 33.

The ALJ found that Petitioner did not meet the terms of her Settlement Agreement which allowed her thirty days, until March 17, 2024, to clean the property and her failure to do so led to the breach of Settlement Agreement and her subsequent eviction. See Initial Decision at 7. Based on the documentary and testimonial evidence presented, Petitioner was aware of the potential of eviction for over five months when she applied for EA benefits and, the ALJ in this matter found that the Agency's denial of Petitioner's EA benefits, due to Petitioner's failure to fulfill the terms of the Settlement Agreement, and therefore causing her own homelessness, was proper and must stand. Ibid. I agree.

Further, the ALJ determined that EA benefits may still be available for an applicant with a perceived lack of a realistic capacity to engage in advance planning, "where the [EA] applicant demonstrates functional incapacity, for example, evidence of alcohol or drug abuse, or a mental or cognitive impairment that would prevent them from planning for or securing substitute housing." See Initial Decision at 8-9; see also N.J.A.C. 10:90-6.1(c)(1)(iii). Based on the particular circumstances presented through the record of this case, the ALJ concluded that Petitioner's physical and mental health issues left her without a realistic functional capacity to avoid the behaviors that contributed to her homelessness, and therefore, the Agency's imposition of a six-month period of ineligibility regarding Petitioner's receipt of EA benefits was improper, and must be reversed. Ibid.; see also N.J.A.C. 10:90-6.1(c)(1)(iii), N.J.A.C. 10:90-6.3(c)(3). I also agree.

No Exceptions to the Initial Decision were received.

As Assistant Commissioner, Division of Family Development, Department of Human Services, I have considered the ALJ's Initial Decision, and following an independent review of the record, I concur with the ALJ's final conclusion in this matter and hereby ADOPT the Findings of Fact and Conclusion of Law.

By way of comment, Petitioner is without prejudice to reapply for EA benefits, but is advised that, if EA benefits are granted, and noncompliance with her EA service plan occurs, EA benefits may be terminated and a six-month period of ineligibility for EA benefits imposed. See N.J.A.C. 10:90-6.6(a).

Accordingly, the Initial Decision in this matter is hereby ADOPTED and the Agency's determination is AFFIRMED as to the denial of EA benefits, and REVERSED as to the imposition of a six-month period of ineligibility for EA benefits, as outlined above.

Officially approved final version. July 18, 2024

Natasha Johnson
Assistant Commissioner

