



State of New Jersey

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DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
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NATASHA JOHNSON
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 16692-25 B.W.

AGENCY DKT. NO. C254766009 (HUDSON COUNTY DEPT OF FAM SVCS)

Petitioner appeals from the Respondent Agency's denial of Emergency Assistance ("EA") benefits, and the imposition of a six-month period of ineligibility for EA benefits. The Agency denied Petitioner EA benefits, and imposed a six-month EA ineligibility penalty, contending that she abandoned her affordable housing, thereby causing her own homelessness. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. On September 29, 2025, the Honorable Andrew M. Baron, Administrative Law Judge ("ALJ"), held a plenary hearing, took testimony, and admitted documents. On September 30, 2025, the ALJ issued an Initial Decision, affirming the denial of EA benefits, but reversing the Agency's imposition of a six-month EA ineligibility penalty.

Exceptions to the Initial Decision were received from the Agency on October 6, 2025.

As Assistant Commissioner, Division of Family Development ("DFD"), Department of Human Services, I have reviewed the ALJ's Initial Decision and the record, and I hereby MODIFY the ALJ's Initial Decision, and AFFIRM the Agency's determination, based on the discussion below.

Here, the record reflects that Petitioner was evicted from her Section 8 affordable housing, after residing there for two years, due to her failure to comply with the terms of an executed Settlement Agreement of December 17, 2024, approved by the Superior Court, and provide her landlord with "a current letter from Welfare stating when the public assistance ended and the date in which public assistance restarted and how much they pay per month." See Initial Decision at 2-4; see also Exhibit R-1. Petitioner appeared in court on December 17, 2024, and signed such Settlement Agreement, which further stated, "If tenant does not comply with the above recertification requirements by 1/17/25, Landlord shall be permitted to execute on the Warrant of Removal." Ibid. Petitioner thereafter failed to provide the landlord with the required letter by January 17, 2025, which breached the stipulation of settlement. Ibid. Further, as of May 15, 2025, Petitioner had not provided the letter to her landlord, at which time the landlord's counsel moved to reinstate the case and enter judgment on the breach of settlement agreement to allow for issuance of the residential warrant of removal. See Exhibit R-1. The Warrant of Removal was executed on July 1, 2025. Ibid. Thereafter, Petitioner applied for EA benefits, and on September 18, 2025, the Agency determined that Petitioner had caused her own homelessness, by failing to comply with the subsidized housing certification requirements in a timely manner and breaching the settlement agreement, and consequently, denied Petitioner EA benefits, and imposed a six-month EA ineligibility penalty. See Initial Decision at 2-4; see also Exhibit R-1 and N.J.A.C. 10:90-6.1(c)(3)(vii).

However, the ALJ found that, taking into consideration the testimony of Petitioner, her mail was not regularly received and that she did not receive any mail from the Landlord/Tenant Court regarding a hearing date. See Initial Decision at 3. Further, the ALJ found that more than three months elapsed between the deadline set within the Settlement Agreement



for submission of documentation and the issuance of the Warrant of Removal. Ibid. Based on the facts of this case, the ALJ concluded that Petitioner had not caused her own homelessness. See Initial Decision at 3-4; see also Exhibit R-1. Accordingly, the ALJ further concluded that the Agency's denial of EA benefits to Petitioner was proper and must stand, but that the imposition of a six-month EA ineligibility penalty, was improper and must be reversed as Petitioner had demonstrated good cause. Id. at 4; see also Exhibit R-1 and N.J.A.C. 10:90-6.13(a). I agree as to the determination that the Agency properly denied Petitioner EA benefits, however, as to the imposition of the six-month EA ineligibility penalty, respectfully, I disagree. In this matter, Petitioner entered into a Settlement Agreement whereby she was required to provide documentation to her landlord in order to remain in her subsidized housing, and failed to do so, not only beyond the deadline set within the Settlement Agreement, but for several additional months prior to her landlord filing for a Warrant of Removal. As such, I do not find that Petitioner presented good cause and I hereby affirm the Agency's imposition of a six-month EA ineligibility period upon Petitioner. See N.J.A.C. 10:90-6.1(c)(3).

By way of comment, the Agency shall refer Petitioner to any and all agencies and organizations that may be able to assist with her current needs, including Social Services for the Homeless.

Accordingly, the Initial Decision is hereby MODIFIED, and the Agency's determination is AFFIRMED, as outlined above.

Officially approved final version. October 09, 2025

Natasha Johnson
Assistant Commissioner

