



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 3245-15 M.B.

AGENCY DKT. NO. C083872 (BURLINGTON COUNTY BD. OF SOC. SVCS.)

Petitioner, a Work First New Jersey/Temporary Assistance for Needy Families ("TANF") recipient, appeals from the Respondent Agency's termination of her request for Emergency Assistance ("EA") in the form of Temporary Rental Assistance ("TRA"). The Agency terminated Petitioner's EA because it concluded that Petitioner's income exceeded her shelter costs. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. On April 8, 2015, the Honorable John S. Kennedy, Administrative Law Judge ("ALJ"), held a plenary hearing, took testimony and admitted documents into evidence. On May 6, 2015, the ALJ issued his Initial Decision affirming the Agency's determination.

No exceptions to the Initial Decision were received.

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

The purpose of EA is to meet the needs of public assistance recipients, such as imminent homelessness, so that the recipient can participate in work related activities without disruption in order to continue on the path to self-sufficiency. See N.J.A.C. 10:90-6.1(a). EA benefits are limited to twelve cumulative months, plus limited extensions for an "extreme hardship" where the recipient has taken "all reasonable steps to resolve the emergent situation but the emergency nonetheless

continues or a new emergency occurs, which causes extreme hardship to the family." N.J.A.C. 10:90-6.4(b); see also N.J.S.A. 44:10-51. Specifically, WFNJ/TANF benefits recipient may qualify for an additional six months of EA when an "extreme hardship" exists. N.J.A.C. 10:90-6.4(d). In the event the recipient's extreme hardship continues to exist at the expiration of the six-month extension period, an additional six months of EA may be provided. N.J.A.C. 10:90-6.4(d)(2). Thus, the maximum amount of EA a WFNJ/TANF recipient may receive is 24 months. In order to be eligible for EA, the recipient must demonstrate that his shelter costs equal or exceed the total income available to his assistance unit. N.J.A.C. 10:90-6.1(a)(1). Further, as part of the determination of EA eligibility, the agency must evaluate all potential contributions of support to the household. N.J.A.C. 10:90-6.1(c)(2).

Based on a review of the record, Petitioner's household, consisting of herself and her four children, receives \$488.00 in TANF benefits per month for three of her children and SSI in the amount of \$764.00 per month for her youngest child, and \$496.00 per month in Supplemental Nutrition Assistance Program, f/k/a the Food Stamp Program, benefits. See Initial Decision at 3; see also Exhibit R-1 at 1. Petitioner's monthly income, exclusive of SNAP, is \$1,252.00. See Initial Decision at 2; see also Exhibit R-1 at 1, 36.

On January 13, 2015, Petitioner provided the Agency with a one-year residential lease agreement, dated December 28, 2014, indicating a monthly rental amount of \$1,200.00, a \$1,200 security deposit and an estimated utility charge of \$225.00 per month, with the estimated utility charge to be paid by Petitioner. See Initial Decision at 2, see also Exhibit R-1 at 29-33. The Agency, as shown in the record, made it clear to Petitioner that she could separately apply for utility assistance if that need arose. See Initial Decision at 2; see also Exhibit R-1 at 14, 34.

Additionally, the record shows that Petitioner signed the Agency's TRA contract that provided that she would receive TRA for one month in the amount of \$1,200, which assistance was provided for the month of February 2015. See Exhibit R-1 at 34. Petitioner also agreed to a 6-month "TRA/Affordable Housing Plan" that indicated that she would receive one month of TRA in that amount. See Initial Decision at 2; see also Exhibit R-1 at 43.

On January 28, 2015, the Agency processed Petitioner's application and approved payment for a furniture voucher, security deposit and the first month's rent, with the TRA total equaling \$2,400.00. See Initial Decision at 2; see also Exhibit R-1 at 1, 38. Further, the Agency notified Petitioner on February 3, 2015, that her TRA would be terminated effective February 28, 2015, because her monthly income of \$1,252.00 exceeded her monthly rent of \$1,200.00. See Initial Decision at 2-3; see also Exhibit R-1 at 14. Thereafter, Petitioner appealed the Agency's determination asserting that it inappropriately included into her monthly-income calculation her son's SSI and

failed to calculate her other fixed-monthly expenses in relationship to the impact they would have on her ability to pay her monthly rent. See Initial Decision at 3-4.

The ALJ concluded that the Agency appropriately included the SSI received by Petitioner's son into her monthly-income calculation and that her monthly income exceeded her monthly rent. *ibid.* The ALJ further concluded that the Agency properly determined that Petitioner was not eligible for EA after February 28, 2015. *ibid.* I agree with the ALJ's conclusions.

Petitioner stated her household income to be \$1,252.00 per month on her EA application, dated January 13, 2015. See Exhibit R-1 at 36-37. Moreover, Petitioner, as noted above, agreed that the Agency would provide her with EA/TRA for only the month of February 2015. The Agency paid that month's rent, as well as the one month security deposit and provided Petitioner with a housing voucher.

The Agency processed Petitioner's EA/TRA application and calculated the benefit amounts and duration based upon Petitioner's monthly-household income. The record shows that there is no question that Petitioner would be responsible for her ongoing rent and utility bills, and further that she could separately apply for utility assistance if she were to become delinquent. Petitioner did not pay any rent after moving into the apartment nor did she apply for utility assistance, and she has an outstanding PSE&G bill for March 2015 in the amount of \$339.45. See Initial Decision at 3; see also Exhibit P-3 at 2.

It was absolutely appropriate for the Agency to include into Petitioner's monthly household-income calculation the SSI received by her youngest son. See N.J.A.C. 10:90-6.1(c)(2). Petitioner's position in the matter is that for purposes of her EA/TRA eligibility and benefits award the Agency was limited to counting only the \$488.00 in monthly TANF benefits received by the household as its total monthly income. Further, the Agency should have, based on Petitioner's argument, first deducted Petitioner's other fixed-monthly expenses before it made its EA/TRA benefits determination. That is, a total of \$851.00, per month for sundry items, including but not limited to, Petitioner's court fines, utility bills and cell phone charges. See Exhibit P-1. If Petitioner's position were accepted, the monthly-household income would be zero or more correctly put a negative of \$363.00 per month for purposes of calculating the amount and duration of EA/TRA benefits.

I hereby find that Petitioner's position is without merit. It is clear from the record in the matter that Petitioner's monthly income exceeds her monthly rent by \$52.00; therefore, she is ineligible for continued EA/TRA.

Based upon the foregoing, the Initial Decision in this matter is ADOPTED and the Agency's determination is hereby AFFIRMED.

JUN 02 2015

Signed Copy on File
at DFD, BARA

Natasha Johnson
Director