New York City Department of Investigation

A Report on
The New York City Human Resources Administration's
Special One-Time Assistance Program's
Placements Outside of New York City

MARGARET GARNETT
COMMISSIONER

Milton Yu
Inspector General for the City's Department of Social Services

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EXECUTIVE SUMMARY

The New York City Human Resources Administration (HRA)[1] administers public assistance programs for eligible New Yorkers in need, including cash assistance for rent and other housing-related expenses. One such measure is the Special One-Time Assistance (SOTA) program that HRA implemented on August 31, 2017. SOTA is a rental assistance program designed to help certain qualified Department of Homeless Services (DHS) clients obtain permanent, stable housing. Under SOTA, HRA provides participating landlords with one year's rent upfront in exchange for the landlord's acceptance of certain qualified DHS clients as tenants. To qualify for SOTA, DHS clients must demonstrate to HRA their ability to make continuous rent payments after their SOTA subsidy ends. SOTA may only be granted once per DHS client household, and SOTA housing placements can be made anywhere in the United States.

In February 2019, the New York City Department of Investigation (DOI) began an investigation of Sean Young, a New Jersey-based landlord, and his real estate broker for possibly defrauding the City of New York by making certain material misrepresentations about the condition and habitability of their properties to HRA to obtain SOTA rental subsidy payments.[2] That investigation began as a result of a referral from HRA. During the course of that investigation and related inquiries into other landlords, DOI identified multiple flaws and deficiencies in the SOTA program's housing placements outside of the five boroughs of New York City.

[1] HRA helps over three million New York City residents in need through the administration of more than 12 major public assistance programs, including cash assistance, food assistance, and Medicaid. HRA has over 12,000 employees and administers over $10 billion in public assistance funds annually. The administration of both HRA and the City's Department of Homeless Services (DHS) has been integrated and streamlined under the Department of Social Services (DSS) since April 2016.

[2] Largely for reasons discussed in this Report, no criminal charges were filed.

Most significantly, DOI found defective language in several forms designed by HRA for the SOTA "rental packet" that were inapplicable to properties outside of New York City. For example, SOTA forms, whether used for placements within New York City or anywhere in the United States, required real estate brokers to affirm that each prospective SOTA property has a current Certificate of Occupancy from the New York City Department of Buildings (DOB). Of course, DOB does not issue such certificates for properties outside the five boroughs. DOI also found that although HRA required real estate brokers to affirm to rental units' safety and habitability, no such requirement existed for landlords, despite the fact that landlords are better positioned to have accurate knowledge about safety and habitability and have the ongoing responsibility to maintain the property over the course of the year-long lease funded by the SOTA program. These language defects in the SOTA rental packet forms ultimately prevented HRA from holding landlords and real estate brokers accountable for placing homeless DHS clients in unsafe and inappropriate housing.

DOI also found that Housing Specialists did not physically inspect SOTA properties located outside of the greater New York City area for safety and habitability, although SOTA-eligible properties may be anywhere in the United States. Moreover, even within the greater New York City area, Housing Specialists employed by DHS to conduct SOTA property inspections were not properly trained to detect residential health and safety hazards, nor were they properly supervised. The lack of proper training and oversight of Housing Specialists left the SOTA program vulnerable to exploitation and corruption by unscrupulous landlords and brokers, who ultimately profited from HRA's placement of numerous SOTA clients in unsuitable housing.

Housing for the neediest New Yorkers is a pressing issue. While the SOTA program was designed to provide an additional path for DHS clients to secure housing, flaws in certain aspects

of its implementation significantly undermined those goals. This Report discusses the vulnerabilities in HRA's SOTA program as they relate to placements outside of New York City, and sets forth DOI's recommendations to HRA to mitigate these problems as well as HRA's response to DOI's recommendations.[3] HRA cooperated with DOI's investigation, began to implement reforms during the course of DOI's investigation, and has accepted all of DOI's recommendations. DOI will continue to monitor HRA's implementation of these recommendations and reforms.

I. BACKGROUND ON THE SOTA PROGRAM

The SOTA program, which is funded exclusively by New York City money, provides one year's rent upfront for eligible DHS clients to move within New York City, certain New York State counties, or any state in the United States, Puerto Rico, or Washington, DC. HRA implemented SOTA on August 31, 2017, and began determining DHS client eligibility for the program at that time. Between September 2017 and September 2019, DHS placed 5,074 DHS client heads of household[4] into permanent housing through the SOTA program. Of these placements, approximately 35% were made in New York City and approximately 65% outside New York City.[5]

DHS clients must meet the following criteria to be eligible for SOTA:

- Families with children: The household must have been in shelter for at least 90 days.

[3] This report does not address the operation of the SOTA program within the five boroughs of New York City, nor the effectiveness of the SOTA program as a whole as a means of reducing housing insecurity. Those issues, while important, are beyond the scope of this report.
[4] A DHS "head of household" may be a single adult or a family.
[5] Within the set of placements made outside New York City, approximately 13% were within New York state, with the remaining non-NYC placements going to other states.

- Single adults and adult families: The household must have been in shelter for 90 days out of the last 365 days.

- The household must be working and/or have enough income to make future rent payments, calculated based on rent not exceeding 50% of household income. "Income" includes earnings from employment, Supplemental Security Income, and Social Security Disability.

- If the household is moving into a unit in New York City, the household must not be eligible for any other federal, State or City rental subsidy.

Case Managers and Housing Specialists employed by DHS or through contracted non-profit providers play a key role in administering the SOTA program. Generally, Case Managers handle the social services aspect of DHS client households, including linking DHS clients to public assistance and other specialized services as needed, while Housing Specialists handle the placement of DHS clients into permanent housing, although some Case Managers also handle permanent housing placements. In the context of the SOTA program, Housing Specialists and Case Managers are responsible for identifying DHS clients they encounter who may be SOTA-eligible based on the aforementioned criteria. In addition, DHS clients themselves may reach out to their Case Manager or Housing Specialist if they believe they may be SOTA-eligible. Although Housing Specialists and Case Managers help clients locate prospective housing, DHS clients may also identify prospective housing on their own (and they are encouraged to do so). Additionally, real estate brokers and landlords may contact DHS directly about their available properties by reaching out to Housing Specialists staffed at individual shelters or to the DHS Rehousing Unit, or through an online form via the DHS website.

The DHS Landlord Ombudsman Services Unit (LOSU) is tasked with gathering relevant SOTA program documents. LOSU uses the "Special One Time Assistance (SOTA) Application Transmittal" form to track these documents (Attachment 1), which includes the following:

- HRA Broker form (Attachment 2);
- The Landlord Request Letter (Attachment 3);
- SOTA Apartment Walk-through (Attachment 4a-4b);
- SOTA Landlord Agreement (Attachment 5a-5c).

Upon identifying possible permanent housing, Housing Specialists are responsible for conducting property walkthroughs of prospective units with DHS clients. Thereafter, the DHS client and landlord enter into a lease agreement if the prospective unit is agreeable to the DHS client. Housing Specialists only conduct property walkthroughs for properties located in New York City or in the New York metropolitan area, which includes the New York counties of Nassau, Rockland, Suffolk, and Westchester; and the New Jersey counties of Bergen, Essex, Hudson, Middlesex, Passaic and Union.

Upon the signing of a SOTA lease, HRA pays a lump sum representing the full year's rent directly to the landlord, along with any applicable broker's fee representing 15% of each annual lease to the broker. On average, an annual SOTA lease costs HRA approximately $17,000, and an additional $2,550 with any applicable broker's fee. SOTA landlords agree to notify HRA within 30 days if clients leave the apartment before the lease's end, and return any funds in excess of the rent due for the clients' actual residency. If funds are not returned, the City has the right to pursue legal means of recoupment.

II. FINDINGS

In February 2019, DOI initiated an investigation of Sean Young, a landlord who owned numerous apartments in New Jersey that were leased to DHS clients within the SOTA program. DOI found that each of Young's apartments that had been leased to SOTA clients were in various states of disrepair and some were uninhabitable. The issues with Young's apartments are illustrative of the risks created by flaws in the design and implementation of the SOTA program for placements outside of New York City.[6]

Below is a summary of relevant City of Newark Department of Engineering Code Enforcement inspection reports for certain Young properties that were the subject of DOI's investigation. The inspections occurred within the year DHS clients were placed in the properties through the SOTA program.

- Property 1 was determined to have no heat. Inspectors determined the temperature inside the apartment was approximately 42.6° Fahrenheit, which was below the minimum standard of 68° Fahrenheit required by local regulations. An inspection subsequently conducted by DOI and City of Newark officials found the property to have a defective boiler. (Attachment 6a-6b).
- Property 2 was determined to have a family living in an illegal attic apartment with no heat. Property 2 was also found to have insect and vermin infestation documented by City of Newark inspectors. In a subsequent inspection by DOI and City of Newark officials, inspectors observed a family with young children use a stove and open oven as a heating source. A Property 2 tenant, and former DHS client, informed DOI that the Housing

[6] Young has not received any City money since DOI began its investigation; in addition, DSS' Office of Claims and Collections has initiated recoupment proceedings against Young for some of the SOTA payments he received.

Specialist assigned to her case did not conduct a walkthrough of Property 2 but rather remained in his car while the client viewed the apartment. (Attachments 7a-7d).

- Property 3 was determined to have no heat and multiple malfunctioning electrical outlets. (Attachment 8).

Young also had properties in East Orange, New Jersey that were leased to DHS clients through the SOTA program.[7] City officials from the East Orange Property Maintenance Office found one of Young's properties (Property 4) had 52 open violations in 2018, including having never obtained a Certificate of Habitability.[8] Despite these deficiencies, DHS approved Property 4 for SOTA placement and a Housing Specialist documented that the property had passed each requirement in the SOTA Apartment Walk-Through checklist. When East Orange Property Maintenance officials vacated Property 4's tenants, the tenants were moved to another Young multi-family property (Property 5), which also lacked a Certificate of Habitability. Despite this, a Housing Specialist had also documented Property 5 as passing each requirement in the SOTA Apartment Walk-Through checklist for a different DHS client household who moved in at or around the same time as Property 4's previous tenants.

In the course of investigating Young, DOI determined that programmatic flaws in the design and implementations of SOTA for residences outside New York City (i) left the program vulnerable to unscrupulous landlords and brokers, (ii) increased the risk that housing-insecure

[7] Young has since been fined $21,000 and ordered to pay $5,000 restitution to a former SOTA tenant of his East Orange properties in a New Jersey civil court action.

[8] Certificates of Habitability under New Jersey law are the general equivalent of Certificates of Occupancy in New York City. Certificates of Habitability in New Jersey are required to be updated each time residency changes, whereas in New York Certificates of Occupancy are only updated after structural changes occur.

families would be placed in unsafe or unsuitable housing at City expense, and (iii) created corruption vulnerabilities due to the deficiencies in training and oversight of Housing Specialists.

Many of these issues stem from or are worsened by an overarching problem: the language in various key SOTA forms and certifications were specific to New York City regulations, even though many SOTA placements were made to certain counties in New Jersey during the relevant time of DOI's inquiry, and SOTA placements can occur anywhere in the United States. Consequently, the language of certain safeguards and precautions written into SOTA documentation, such as statements of habitability and safety checklists, were inapplicable to SOTA properties outside of New York City.

In addition, DOI also found the following:

1. HRA did not have processes in place to hold landlords accountable for misrepresenting the condition and habitability of their properties.

2. HRA relied on landlords to self-report instances when SOTA tenants vacated their homes prior to the end of the SOTA period, which would entitle HRA to recoup prorated amounts of the upfront SOTA payments (Attachment 5). However, DOI found that in the instances examined, the landlords rarely, if ever, self-reported SOTA tenants' departures to HRA, and therefore HRA was unable to recover any prorated SOTA payments to which it was entitled.

3. SOTA landlord and broker affirmations contained language specific to New York City regulations and were inapplicable to properties in other jurisdictions, effectively eliminating the ability to criminally prosecute intentional misrepresentations by landlords or brokers of properties outside of New York City (See Attachment 2).

4. DHS-employed and vendor-employed Housing Specialists did not possess the requisite training and experience to conduct adequate safety checks of properties prior to SOTA placements. Nor was there adequate oversight to ensure that safety checks are done at all (See Attachment 4).

5. Even where Housing Specialists were diligent and knowledgeable, SOTA walkthrough checklists contained language specific to New York City regulations and were inapplicable to properties in other jurisdictions, diminishing the usefulness of walkthrough checklists to identify safety or habitability concerns in properties outside of New York City (See Attachment 4).

6. DHS is unable to conduct SOTA walkthroughs of any kind for units located outside of New York City or its metropolitan area (Nassau, Suffolk, Westchester, Rockland Counties in New York state, and Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties in New Jersey). As a result, DHS must rely on habitability and safety representations made by out-of-jurisdiction landlords and real estate brokers. Misrepresentations made by those landlords and brokers were effectively insulated from criminal prosecution because of SOTA application language specific to New York City.

III. RECOMMENDATIONS FOR REFORM

DOI's investigation of Young began with a referral from HRA about possible wrongdoing, HRA cooperated in the subsequent investigation, and HRA has made significant reforms to the SOTA program since DOI began its examination of the placement processes that had been in place. Nonetheless, in light of its findings about the significant vulnerabilities in the SOTA program for placements outside of New York City, DOI made the following Policy and Procedure

Recommendations to HRA for reform to address these issues. These recommendations are set forth below, along with a summary of the basis for the recommendation and HRA's response regarding acceptance and implementation of each recommendation.

1. **HRA should have both landlords and brokers affirm the habitability of SOTA properties, including affirming to specific criteria such as a valid occupancy certification from the relevant jurisdiction, and ensuring that the properties are free from serious health and safety violations as defined by the relevant jurisdiction.**

   Summary of Basis: HRA required only the broker to certify the habitability of prospective SOTA properties. No such certification or affirmation by Young was found in any of the cases assigned to his properties in New Jersey. Although Young admitted to allowing infestation and sewage on the premises, and exposing residents to a condition that would create disease, flaws in the documentation meant that New York prosecutors were unable to bring criminal charges against Young for misrepresenting the conditions of his properties in exchange for SOTA funding.

   HRA Response: ACCEPTED AND IMPLEMENTED. *Currently, the broker's form asks brokers to verify that the property has a current Certificate of Occupancy in effect issued by the New York City Department of Buildings, if applicable. The broker must also verify that there are no dangerous or hazardous violations present on the premises. The form has been revised to explicitly include compliance with standards outside of New York City. HRA has also amended the SOTA Landlord Agreement to include language that indicates the landlord is required to substantially comply with all applicable building and housing code standards in the local jurisdiction and ensure the unit is habitable during the client's tenancy.*

2. **HRA should modify the language in SOTA landlord and broker agreements to be sufficiently broad to cover all jurisdictions, not just New York City.**

   Summary of Basis: Young's New Jersey property assignments were based on broker agreements stating the following: "The broker has verified that the actual rental unit has a current Certificate of Occupancy in effect issued by the NYC DOB." New York prosecutors were unable to bring criminal charges against Young's broker for misrepresenting the conditions of Young's properties because the defective language rendered the broker affirmation inapplicable to New Jersey properties.

   HRA Response: ACCEPTED AND IMPLEMENTED. *As indicated above, HRA has amended the landlord and broker agreements to make clear that habitability requirements cover apartments both within and outside of New York City. Additionally, a SOTA-specific Security Voucher was created in June of 2019. The SOTA Security Voucher no longer references New York laws and rules.*

3. **HRA should require all prospective SOTA program landlords to submit 1) copies of valid occupancy certifications from their relevant jurisdictions; and 2) property deeds.**

   Summary of Basis: The Landlord Ombudsman Services Unit handling SOTA does not require any occupancy certifications and may permit a utility bill in lieu of a deed as proof of ownership. DOI found that some of Young's apartments did not have valid Certificates of Habitability from the relevant New Jersey county at the time DHS clients were placed in those units. Finally, deeds are public records and are generally easier for HRA to verify or audit than utility records.

   HRA Response: ACCEPTED IN PRINCIPLE AND PARTIALLY IMPLEMENTED. *Since July 2018, HRA has required property deeds for all SOTA cases, and no longer accepts a utility bill in lieu of a deed for proof of ownership. In addition, HRA has amended the SOTA Landlord Agreement to include an attestation from the landlord that either: (1) there is a certificate of occupancy or habitability or other equivalent document and that the rental unit's use and/or type of occupancy is in compliance with such document; or (2) no such documentation is required by the jurisdiction in which the unit is located, but the unit's use and/or type of occupancy is in compliance with the local jurisdiction's standards. We would not be able to verify the legitimacy of certificates of occupancy and equivalent documents provided to us from most other jurisdictions, and we understand that it may also be very difficult in some jurisdictions to obtain copies of such documents. Therefore, we think it makes more sense to rely on a landlord attestation.*

4. **HRA should devise a method to ensure prospective SOTA properties are not in foreclosure at the time of DHS client placements, which may include requiring landlords to affirm that their properties are not presently in foreclosure proceedings.**

   Summary of Basis: The SOTA program placed a DHS client in a Bronx property that was in foreclosure, which diminishes the usability of the property as long-term housing.

   HRA Response: ACCEPTED IN PRINCIPLE AND PARTIALY IMPLEMENTED. *As indicated above, HRA has amended the Landlord Agreement. These changes include requiring landlords to attest as to whether they are aware of an imminent transfer in ownership of the property. The current Landlord Agreement also requires the landlord to notify HRA within five business days if any legal proceeding affecting the program participant's tenancy commences. A foreclosure action falls within such legal proceedings. Please note that timelines for foreclosure vary significantly by state, and therefore foreclosure may be a poor proxy for ownership transfer. As per the response below, HRA is primarily concerned with near-term transfer of ownership, irrespective of cause.*

5. **HRA should devise a method to assess the risk that the prospective SOTA properties will be sold during the period of the SOTA tenant's lease.**

   Summary of Basis: The SOTA program placed a DHS client in a New York City property that was listed for sale, which diminishes the usability of the property as long-term housing.

   HRA Response: ACCEPTED AND IMPLEMENTED. *The current Landlord Agreement contains language that requires the landlord to notify HRA prior to the closing of the sale of the property or the unit where the SOTA clients resides. As stated above, HRA has revised the Landlord Agreement to require landlords to attest as to whether they are aware of an imminent transfer of ownership of the property. HRA has also created a "risk of sale" indicator that will trigger further review of certain SOTA applications. The indicator will take into consideration public records (i.e. recent sales and active foreclosures), real estate listings, and other relevant information.*

6. **HRA should develop a new process for SOTA property inspections and assessments that incorporates property safety checks and real estate punch list items, and is conducted by appropriately trained staff. This new process should also include measures to ensure comparable inspections for properties located outside of New York City and its immediate surrounding counties.**

   Summary of Basis: SOTA unit walkthroughs include accommodation checks (e.g. do refrigerators have interior shelves) and safety checks (e.g. presence of lead and mold) conducted solely by Housing Specialists with no formal training in building hazard identification. Properties located outside of the greater New York City area currently receive no physical inspection at all, although SOTA properties may be anywhere in the United States, including Puerto Rico.

   HRA Response: ACCEPTED AND IMPLEMENTED. *In October 2018, HRA overhauled its apartment review process for rental assistance programs and for SOTA moves (1) within New York City; (2) in the New York State counties of Nassau, Rockland, Suffolk, and Westchester; and (3) in the New Jersey counties of Bergen, Essex, Hudson, Middlesex, Passaic and Union. These changes were made in consultation with HPD and included centralizing preclearance checks for units and updating the apartment walk-through process. For apartments within New York City, staff conducts a preclearance review, consulting DOB and HPD databases (as well as those of other agencies) for building and/or apartment violations. For apartments within New York City and neighboring counties, trained DHS and provider staff are required to conduct a walkthrough using our comprehensive Apartment Review Checklist (ARC) tool.*

   Our process for apartments outside of New York City and neighboring counties includes location confirmation based on online records, and review of pictures of the specific unit and structure. In addition, we rely on signed attestations regarding habitability from both the broker and landlord, which if false could subject the landlord or broker to criminal penalties. We also conduct the "risk of sale" verification check as described above.

The ARC tool and process ensures consistency across walk-throughs and programs, including the CityFHEPS, State FHEPS, and SOTA programs. To that end, we have provided the staff conducting these reviews (which includes housing specialists and caseworkers) with guidance documents fully explaining the range of items covered by the ARC. We have also conducted initial and follow-up trainings and we continue to offer trainings to all specialists and caseworkers on an ongoing basis. We have established a hotline for staff to contact the DHS Clearance and Apartment Review Unit with any technical questions and have provided a process for escalations that trigger additional review for more technical issues that may come up in the walkthrough.

7. **HRA should devise a method to confirm SOTA property inspections and assessments have actually been conducted prior to SOTA placements.**

   Summary of Basis: In some instances, Housing Specialists responsible for SOTA unit walkthroughs have not actually conducted the walkthroughs and instead submitted falsely completed checklists.

   HRA Response: ACCEPTED AND IMPLEMENTED. *HRA created a Rental Assistance Integrity unit (RAI) that conducts quality assurance (secondary) walk-throughs for SOTA apartments within New York City. RAI is also performing quality assurance reviews of SOTA packets (within New York City and beyond), specifically ensuring that the necessary documentation on the walk-throughs (i.e. walk-through form and pictures) are present in the packets.*

8. **HRA should distinguish between "cellar" and "basement" units in its conditions checklist for New York City properties, and devise equivalent language for properties outside of New York City.**

   Summary of Basis: Under New York City regulations, "cellar" and "basement" have distinct definitions that are not captured in Housing Specialists' checklists. In addition, those specific definitions may not capture the legality or relative habitability of similar properties outside New York City.

   HRA Response: ACCEPTED AND IMPLEMENTED. *The ARC, which is used for properties within NYC and immediate surrounding counties, contains a section for "Basement, Cellar, or Attic Escalation." The staff person conducts a walkthrough, a physical assessment of the habitability of the unit, using ARC. The assessment reviews the suitability of the unit. If staff conducting the walkthrough believes the apartment may be a "cellar," "basement" or "attic," the apartment is flagged for secondary review and cannot pass review until a second walkthrough is conducted by a DHS staff person with professional expertise in inspections. This DHS staff person assesses the suitability of the unit according to definitions of "basement," "cellar" and "attic" under New York City laws and regulations.*

9. **HRA should modify its SOTA payment arrangement to landlords from one year's rent upfront to installments throughout the year.**

   Summary of Basis: Landlords are less likely to remedy property defects if SOTA payments are made upfront. Instead, HRA may have greater likelihood of attaining compliance if it withholds installment payments until defects are cured. In circumstances where SOTA tenants leave their properties before their leases end, HRA could cancel remaining SOTA installment payments to the landlord instead of attempting to recoup the prorated payments through legal means, which is often unsuccessful.

   HRA Response: ACCEPTED AND WORKING TOWARDS IMPLEMENTATION. *HRA is developing a pilot to stagger SOTA payments to landlords using a form of escrow.*

10. **HRA should develop a method to notify the agency should a SOTA tenant vacate a SOTA property early without relying on the SOTA landlord to self-report the departure.**

    Summary of Basis: In some SOTA placements examined, DOI found that landlords failed to notify HRA of SOTA tenant departures as required, and instead kept the full upfront SOTA payment.

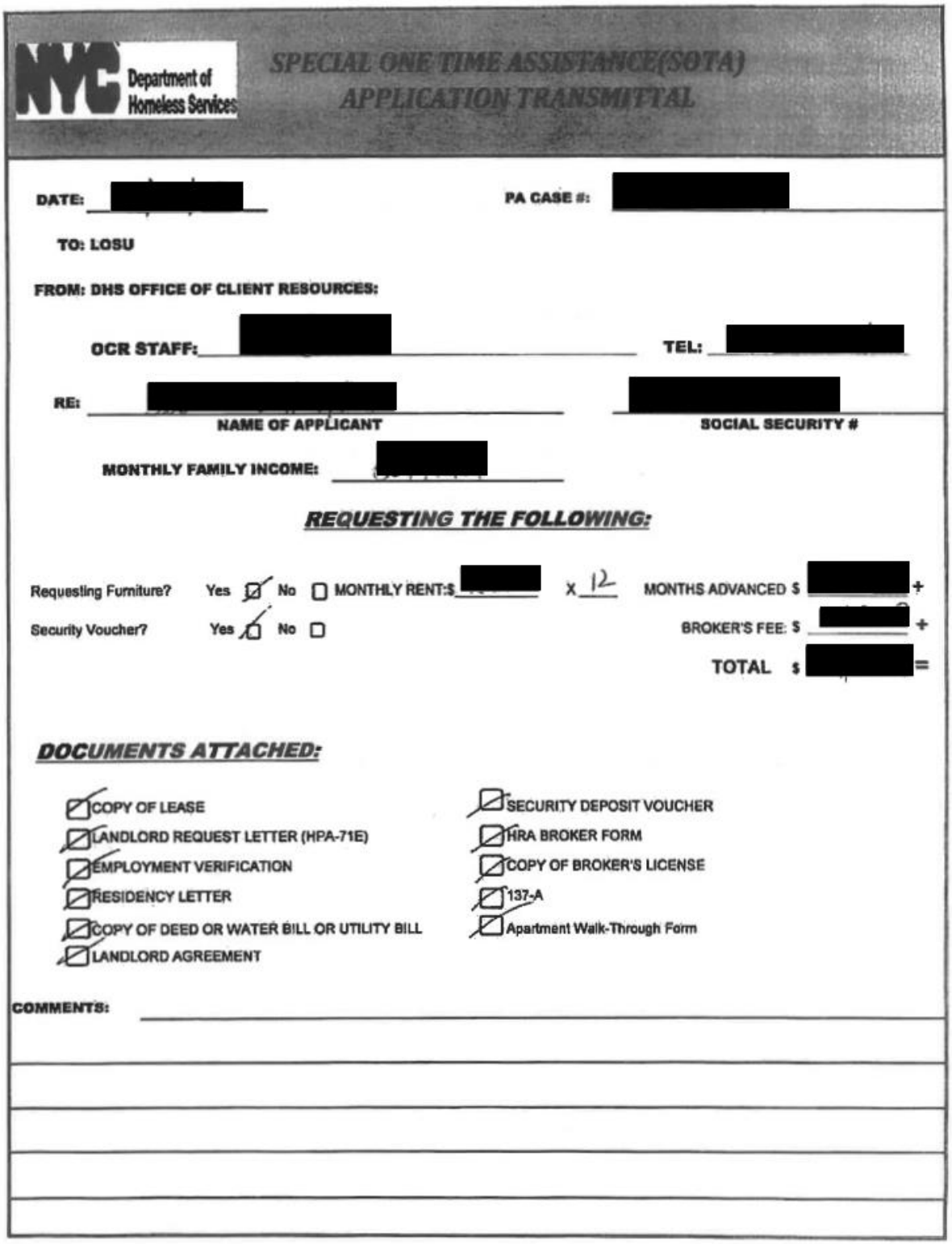
    HRA Response: ACCEPTED AND IMPLEMENTED. *The Agency currently has a match in place to determine if a SOTA recipient returns to DHS shelters or accesses New York City social service benefits using a different address during the 12-month SOTA period. The match also looks to see if the client has filed a change of address with the US Postal Service. Where a change of address is indicated within the SOTA 12-month period, the Agency pursues recoupment from the landlord.*

11. **HRA should collaborate with the Department of Buildings (DOB) and/or the Department of Housing Preservation & Development (HPD) in its SOTA program design and administration.**

    Summary of Basis: DOB and HPD are experts in New York City property rules and regulations, and their expertise should be leveraged by HRA when designing programs to place DHS clients into permanent housing.

    HRA Response: ACCEPTED AND IMPLEMENTED. *As noted above, HRA overhauled its apartment review process in October 2018. These changes were made in consultation with HPD. As part of that process, all units that clients may seek to move into through our rental assistance programs must pass our required reviews. Going forward, should the Agency need further guidance on assessing apartment or building habitability, DOB and HPD will be consulted as appropriate.*

Attachment 1



NYC Department of Homeless Services

SPECIAL ONE TIME ASSISTANCE(SOTA) APPLICATION TRANSMITTAL

DATE: [redacted] PA CASE #: [redacted]

TO: LOSU

FROM: DHS OFFICE OF CLIENT RESOURCES:

OCR STAFF: [redacted] TEL: [redacted]

RE: [redacted] [redacted]

NAME OF APPLICANT SOCIAL SECURITY #

MONTHLY FAMILY INCOME: [redacted]

REQUESTING THE FOLLOWING:

Requesting Furniture? Yes ☑ No ☐ MONTHLY RENT:$ [redacted] X 12 MONTHS ADVANCED $ [redacted] +

Security Voucher? Yes ☑ No ☐ BROKER'S FEE: $ [redacted] +

TOTAL $ [redacted] =

DOCUMENTS ATTACHED:

- ☑ COPY OF LEASE
- ☑ LANDLORD REQUEST LETTER (HPA-71E)
- ☑ EMPLOYMENT VERIFICATION
- ☑ RESIDENCY LETTER
- ☑ COPY OF DEED OR WATER BILL OR UTILITY BILL
- ☑ LANDLORD AGREEMENT
- ☑ SECURITY DEPOSIT VOUCHER
- ☑ HRA BROKER FORM
- ☑ COPY OF BROKER'S LICENSE
- ☑ 137-A
- ☑ Apartment Walk-Through Form

COMMENTS:

Attachment 2

NYC Human Resources Administration Department of Social Services

HRA-121 (E) 06/06/2017

Date: [redacted]	Tenant's [redacted]
Lease ID # (if applicable):	Telephone Number:

Broker's Request for Enhanced Fee Payment by Check

HRA will issue a check for a broker's fee for households that are exiting DHS and HRA shelters as well as certain other households if the tenant is otherwise eligible and the Broker meets all of the following criteria:

- The Broker has verified that the actual rental unit has a current Certificate of Occupancy in effect issued by the New York City Department of Buildings.
- No change has been made in the occupancy or use of the rental unit that is inconsistent with the last issued Certificate of Occupancy.
- No dangerous or hazardous violations are present on the premises.
- The Broker has a current broker's license in good standing.
- The Broker is not the owner, controlling person, or an affiliate of the owner of the actual rental unit.
- The lease or rental agreement is for one year or longer

I (we) [redacted], located at [redacted]
Name of Broker

[redacted] [redacted] [redacted] [redacted]
Address
Borough State Zip Code

request payment for services rendered in the form of a check in the amount of $[redacted] on behalf of the above-named tenant who will be the primary tenant of the premises located at:

[redacted] [redacted]
Address Apartment Number

[redacted] [redacted] [redacted]
Borough State Zip Code

This amount represents the entire broker's fee. The tenant is not responsible for any monies in excess of the amount issued by HRA, which is equal to 15% of the annual rent. This enhanced broker's fee expires June 30, 2018. Brokers who submit the Broker's Request for Enhanced Fee Payment by Check form on or before that date will receive the enhanced fee even if the leasing process is not completed by June 30, 2018.

I (we) certify that I (we) have not requested any fees directly from the tenant, other than, if applicable, an incidental apartment application fee required of all tenant applicants, and am (are) not aware of the landlord requesting any fees from the tenant other than what is set forth in the lease/agreement.

I (we), as the Broker of the above-named premises, certify that this rental unit meets all of the criteria listed above.

I (we) agree to promptly refund to HRA the Broker's fee paid hereunder if the tenant fails to move into the above-described premises or equivalent premises acceptable to the tenant.

Failure to provide true and accurate statements is punishable as a Class A Misdemeanor pursuant to Penal Law § 175.30 (offering a false instrument for filing to a public office or a public servant).

[redacted] [redacted] [redacted] [redacted]
Broker's Signature Date License Number Telephone Number

If corporation, name of officer and corporate seal

Attachment 3

NYC Department of Social Services
Human Resources Administration
Department of Homeless Services | Homelessness Administration

HPD-71 (E) 08/28/2017

NYC, Human Resources Administration
Landlord Ombudsman Services Unit (LOSU)
109 East 16th Street, 4th Floor
New York, NY 10003

Date: [redacted]

Re: Special One-Time Assistance Program

To Whom it May Concern:

Please be advised that I, ☐ Mr. ☐ Ms. ☐ Mrs. [redacted]
am the owner of the residential building, located at:

Address: [redacted]

Borough/City: [redacted] State: [redacted] Zip Code: _____ Apt. #[redacted]

I have agreed to rent the above apartment to [redacted]
at a monthly rent of $ [redacted]00. I agree to enter into a lease at this rent for one yea

To complete the rental agreement, the following is requested:

1. Security Voucher for one month's rent $ [redacted]
2. Twelve month's rent in advance, total $ [redacted]

All checks should be made payable to [redacted]

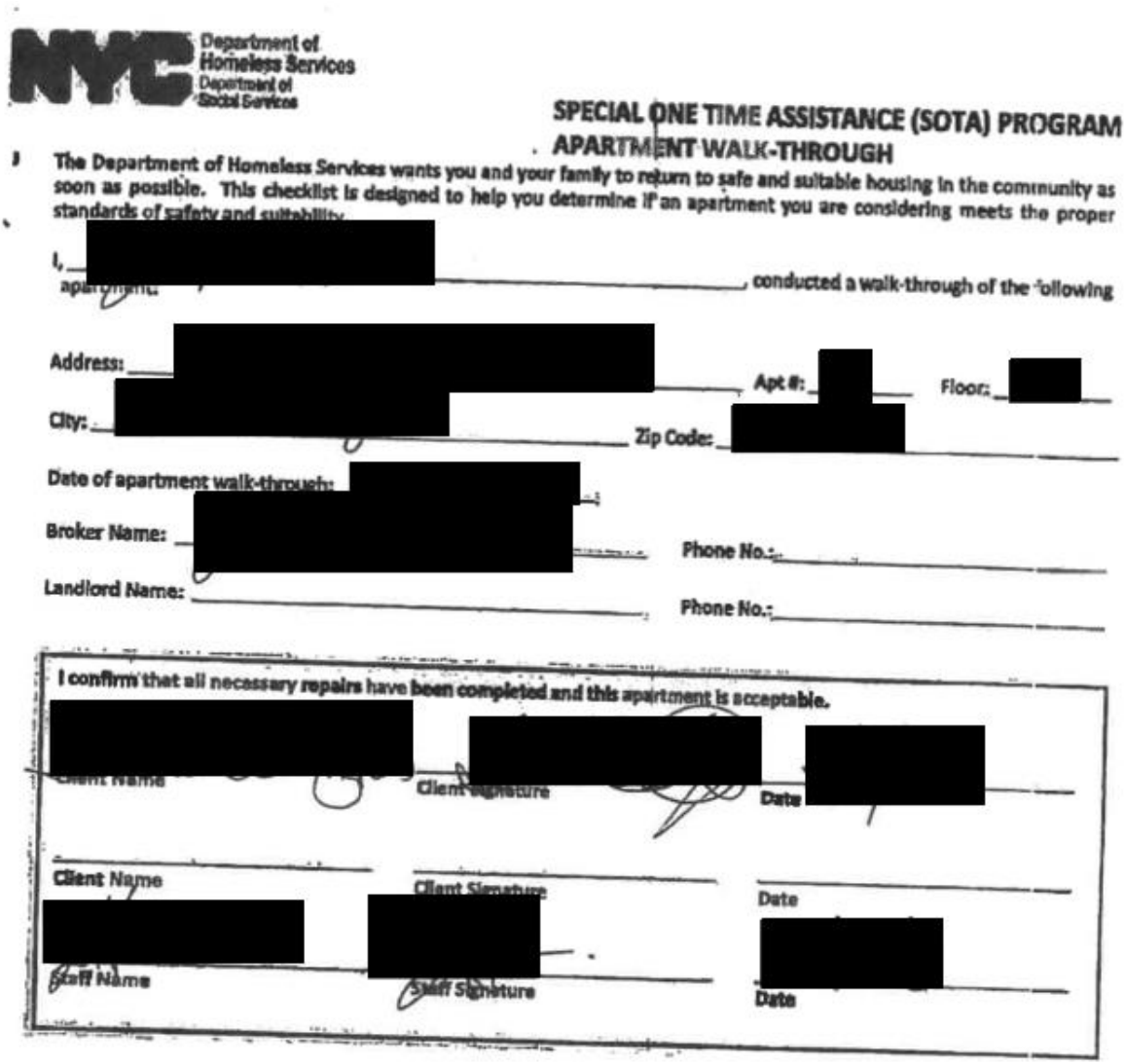
Per your request, I am submitting the information listed below with this letter:

- Copy of lease for apartment to be rented
- Copy of Deed to building or copy of water bill or other utility bill showing landlord ownership

Sincerely,

[redacted]

Attachment 4a



NYC Department of Homeless Services
Department of Social Services

SPECIAL ONE TIME ASSISTANCE (SOTA) PROGRAM
APARTMENT WALK-THROUGH

The Department of Homeless Services wants you and your family to return to safe and suitable housing in the community as soon as possible. This checklist is designed to help you determine if an apartment you are considering meets the proper standards of safety and suitability.

I, [redacted] conducted a walk-through of the following apartment:

Address: [redacted] Apt #: [redacted] Floor: [redacted]

City: [redacted] Zip Code: [redacted]

Date of apartment walk-through: [redacted]

Broker Name: [redacted] Phone No.:

Landlord Name: Phone No.:

I confirm that all necessary repairs have been completed and this apartment is acceptable.

[redacted] Client Signature Date

Client Name Client Signature Date

[redacted] [redacted] [redacted]

Staff Name Staff Signature Date

Attachment 4b

Department of Homeless Services
Department of Social Services

SPECIAL ONE TIME ASSISTANCE (SOTA) PROGRAM
APARTMENT WALK-THROUGH

1.	Are the interior stairs & halls hazard free? (e.g. damaged surfaces, peeling paint, or loose handrails)	☑Yes	☐Needs Repair	
2.	Is the building condition decent/safe/sanitary *(e.g. building entry door is locked, no excess garbage or debris)*	☑Yes	☐Needs Repair	
3.	Is there at least one window in the living room and every bedroom?	☑Yes	☐Needs Repair	
4.	Do the windows open and close?	☑Yes	☐Needs Repair	
5.	Are all interior/exterior surfaces accessible to children under 7 years old free of cracking, peeling & loose paint?	☑Yes	☐Needs Repair	☐ N/A
6.	Is the unit free of hanging or exposed wires?	☑Yes	☐Needs Repair	
7.	Is there evidence of rats, mice, vermin, or roaches?	☐Yes	☑No	
8.	Are window guards in place if there are children under 10?	☑Yes	☐Needs Repair	☐ N/A
9.	Are floors in good condition? (Free of nails, splinters, etc.?)	☑Yes	☐Needs Repair	
10.	Are there working smoke & carbon monoxide detectors?	☑Yes	☐Needs Repair	
11.	Do the sink/tub/shower have hot & cold running water?	☑Yes	☐Needs Repair	
12.	Is the toilet in proper working order?	☑Yes	☐Needs Repair	
13.	Is the water clean in kitchen and bathroom (i.e. no rust)?	☑Yes	☐Needs Repair	
14.	Is there visible mold? in the kitchen and bathroom	☑Yes	☐Needs Repair	
15.	Is there hot & cold running water?	☑Yes	☐Needs Repair	
16.	Is there a working oven?	☑Yes	☐Needs Repair	
17.	Is there a working refrigerator with rails and shelves?	☑Yes	☐Needs Repair	
18.	Is there at least one outlet per room?	☑Yes	☐Needs Repair	
19.	Are fixtures and electrical devices secure with no exposed wires?	☑Yes	☐Needs Repair	
20.	Are there any open lead violations in this unit *(NYC addresses only. Check HPD online)*	☐Yes	☐Needs Repair	
20.	Did you verify this is a legal basement apartment? *(Contact the Department of Buildings in the city where the apartment is located.)*	☐Yes	☐N/A	
21.	Do you have photos of the apartment on file? *(Do not send photos to DHS)*	☑Yes		

Repairs *(complete only if repairs or installation is needed)*

If repairs are needed the landlord or his/her representative must sign below and indicate date repairs will be made.

Landlord/Representative Name (Print) _____ Landlord/Representative Signature _____ Date repairs to be completed _____

SOTA WALK-THROUGH- September 2017

Attachment 5a

Human Resources Administration
Department of Homeless Services
Department of Social Services

SPECIAL ONE-TIME ASSISTANCE (SOTA) PROGRAM
LANDLORD AGREEMENT

Instructions to Landlords:

Please review this agreement carefully and, if you agree to its terms, indicate your acceptance by signing in the space at the bottom, before a notary public.

I, _____, am the owner of the unit indicated below (the "Unit"), which is being rented for at least a one-year period beginning on _____ (the "Lease Start Date") to:

_____ (the "Tenant"), a client of the New York City Department of Social Services (DSS) as part of its Special One-Time Assistance ("SOTA") program:

Address of unit: _____

_____

_____

1. I understand that under the SOTA program, DSS is providing me with one year of upfront rental payments on behalf of the Tenant. The amount I receive will be equal to _____ (the "Grant"), which is the total rental amount for the Unit for the one year period beginning on the Lease Start Date . After the one year period covered by the Grant, tenant will be responsible for any rental payments.

2. In accordance with SOTA program rules, I agree to:

a) Accept the New York City Human Resources Administration's ("HRA") security voucher in lieu of a cash security deposit and not request any additional security from the Tenant;

b) Not demand, request, or receive any amount above the rent or reasonable fees stipulated in the lease between myself and the Tenant;

Attachment 5b

c) Notify HRA within 30 days if the Tenant permanently leaves the Unit and return to HRA any funds covering rent for the period beyond the Tenant's actual residency. Funds paid by HRA covering rent for a period beyond the Tenant's actual residency shall be considered "overpayments". If the overpayments are not returned to HRA, HRA will seek recoupment;

d) Promptly return any other overpayments, including but not limited to monies paid in error or made as a result of inaccurate, misleading, or incomplete information submitted by the landlord. If such overpayments are not returned to HRA, HRA will seek recoupment;

e) Notify HRA within 5 business days if any legal proceeding affecting the Tenant's tenancy is commenced during the period for which the SOTA grant was issued;

f) Notify HRA prior to closing on the sale of the Unit or the property where the Unit is located; and

g) Notify HRA of any change in management company responsible for the Unit.

3. I understand that failure to comply with any of the requirements stated above may result in my disqualification from future participation in the SOTA program and other New York City rental assistance programs. HRA may also pursue any other available legal remedies. This agreement shall be governed by and interpreted in accordance with the State of New York, excluding its choice of law rules. Any action arising out of, relating to, or in connection with this agreement must be brought in a state or federal court sitting in the City of New York, borough of Manhattan.

4. Additionally, I make the following representations:

(a) I represent that I have the legal authority to rent out the Unit for the period covered by the Grant.

(b). I represent that the rent I have charged is at or below the legal rent for the Unit as established by federal, state, or local law or regulations.

Attachment 5c

5. I understand that notifications to HRA required under this agreement must be made in writing to:

Rental Assistance Programs
NYC Human Resources Administration
150 Greenwich Street, 36th Floor
New York, NY 10007

I have read the above agreement carefully and accept its terms.

_____ _____
Landlord Authorized Signature Date

_____
Print Name and Title

STATE OF)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public or Commissioner of Deeds in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public or Commissioner of Deeds

Reviewed and approved by (signature of supervisor): _____

Print Name and Title _____

Date _____

Attachment 6a

CITY OF NEWARK

City Hall
920 Broad St
Newark, NJ 07102
www.ci.newark.nj.us

Ras J. Baraka
MAYOR

DEPARTMENT OF ENGINEERING

Philip Scott
Director

Thomas McDonald
Manager Code Enforcement

Phone: (973) 877-9579
(973) 877-9578

[redacted]

COURT CASE

Reference No: [redacted]

Location: [redacted]

Block / Lot No: [redacted]

Date of Inspection: 11/28/2018

Your property have been inspected and observed in violation of the below mentioned ordinance of the City of Newark.

Code	Type	Description	Remarks
18:3-1.19(c)	No Heat	Owner/Operator failed to provide heat at the minimum required temperature of 68 Degrees Fahrenheit in the apartment.	

INSPECTION FINDINGS/ REASONS FOR VIOLATION

Temp 41 outside inside is below the standard 68 degree all the rooms are below standard

Inspector : [redacted]

Supervisor's Signature

Attachment 6b

Attachment 7a

CITY OF NEWARK

City Hall
920 Broad St
Newark, NJ 07102
www.ci.newark.nj.us

Ras J. Baraka
MAYOR

DEPARTMENT OF ENGINEERING

Philip Scott
Director

Thomas McDonald
Manager Code Enforcement

Phone: (973) 877-9579
(973) 877-9578

[redacted]

COURT CASE

Reference No: [redacted]

Date of Inspection: 10/1/2018

Location: [redacted]

Block / Lot No: [redacted]

Your property have been inspected and observed in violation of the below mentioned ordinance of the City of Newark.

Code	Type	Description	Remarks
40:6-2a1	Title Forty	Owner/Operator did establish or allowed the establishment and operation of a _____ without first obtaining a Certificate of Occupancy.	3 FAMILY
40:3-12	Zoning	Owner/Operator did establish/operate or allowed to be established/operated a _____ dwelling unit in a _____ without zoning approval.	A 3 dwelling unit in a 2 without zoning approval
40:5-4(a3)	Zoning	Owner/Operator failed to provide the required number of parking spaces for a _____	FOR A 3 FAMILY

INSPECTION FINDINGS/ REASONS FOR VIOLATION

[redacted] 3RD FLOOR ATTIC APT.

ZONING HAS THIS PROPERTY LISTED AS A LEGAL 2 FAMILY IN A 2 RESIDENTIAL AREA.

Inspector : [redacted]

Attachment 7b

CITY OF NEWARK

City Hall
920 Broad St
Newark, NJ 07102
www.ci.newark.nj.us

Ras J. Baraka
MAYOR

DEPARTMENT OF ENGINEERING

Philip Scott
Director

Thomas McDonald
Manager Code Enforcement

Phone: (973) 877-9579
(973) 877-9578

[redacted]

COURT CASE

Reference No: [redacted]

Location: [redacted]

Block / Lot No: [redacted]

Date of Inspection: 10/2/2018

Your property have been inspected and observed in violation of the below mentioned ordinance of the City of Newark.

Code	Type	Description	Remarks
18:3-1.2	Housing	Repair/replace defective kitchen cabinets.	
18:3-1.5	Housing	Owner operator must repair/replace defective front and rear entrance doors, door frame and all parts of door including locking mechanisms peep holes or any part that allows the door to operate properly and correctly at all times	
18:3-1.2	Housing	Owner / Operator must replace all missing covers to all electrical outlets throughout the entire unit.	

INSPECTION FINDINGS/ REASONS FOR VIOLATION

2nd floor is not an illegal conversion....
Defective kitchen drawers, electrical outlet covers and entrance door has fell off of the hinges

Inspector : [redacted]

Attachment 7c

CITY OF NEWARK

City Hall
920 Broad St
Newark, NJ 07102
www.ci.newark.nj.us

Ras J. Baraka
MAYOR

DEPARTMENT OF ENGINEERING

Philip Scott
Director

Thomas McDonald
Manager Code Enforcement

Phone: (973) 877-9579
(973) 877-9578

[redacted]

COURT CASE

Reference No: [redacted]

Location: [redacted]

Block / Lot No: [redacted]

Date of Inspection: 1/11/2019

Your property have been inspected and observed in violation of the below mentioned ordinance of the City of Newark.

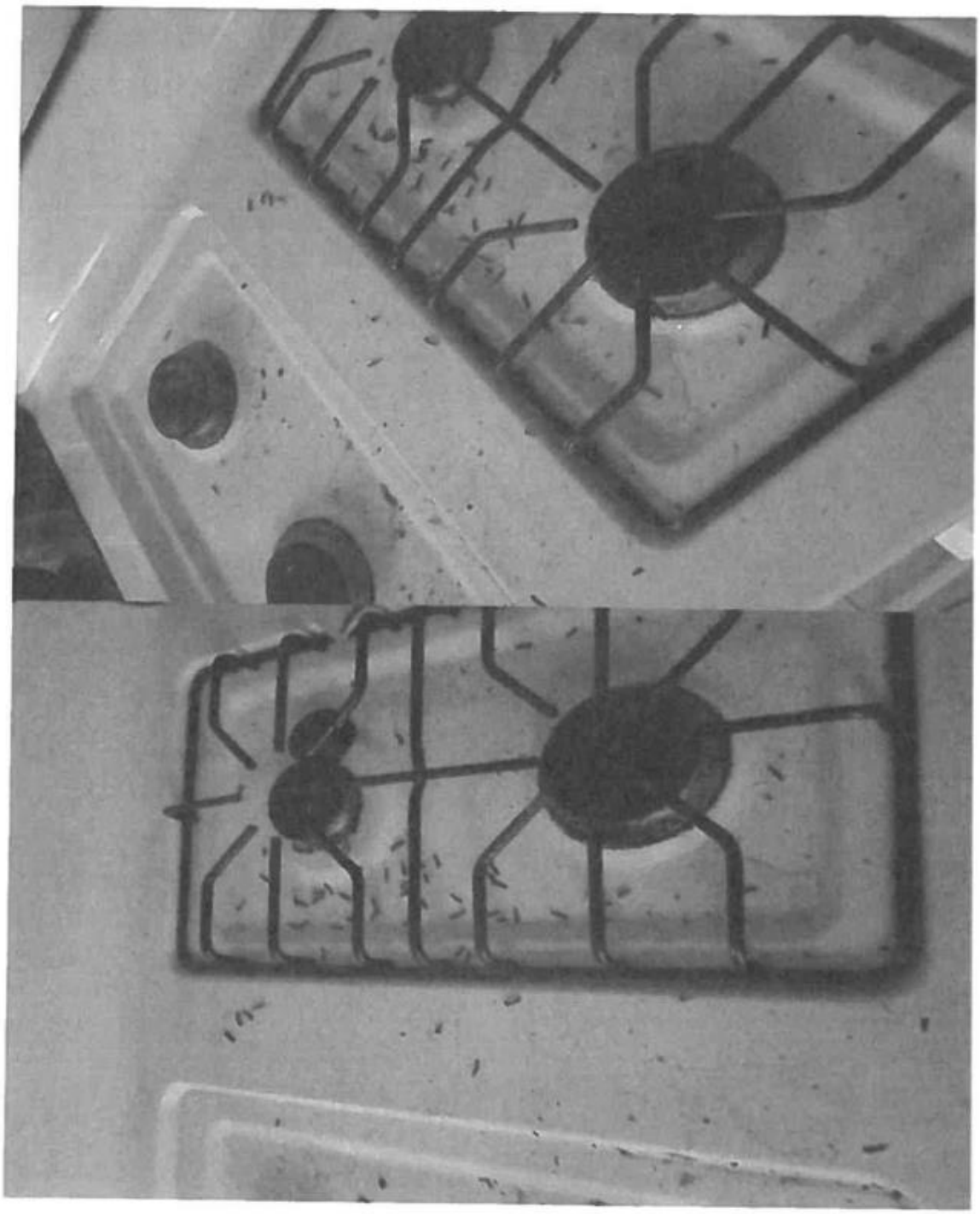
Code	Type	Description	Remarks
16:15-1.15.	INFESTATION	OWNER/OPERATOR FAILED TO EXTERMINATE TO ELIMINATE INFESTATION OF ALL INSECTS, VERMINS, RODENTS, AND BEDBUGS FROM INSIDE OR AROUND ENTIRE PROPERTY.	
18:3-1.19.a	HOUSING	Owner/Operator failed to repair or replace defective heating apparatus, radiator or riser in the unit to provide sufficient heat.	
18:3-1.19(c)	No Heat	Owner/Operator failed to provide heat at the minimum required temperature of 68 Degrees Fahrenheit in the apartment.	

INSPECTION FINDINGS/ REASONS FOR VIOLATION

[redacted]

Outside temperature 30 f.
Inside temperature 42 f.
Minimum temperature at 68 which is below the standard inside unit.

Attachment 7d



Attachment 8

CITY OF NEWARK

City Hall
920 Broad St
Newark, NJ 07102
www.ci.newark.nj.us

Ras J. Baraka
MAYOR

DEPARTMENT OF ENGINEERING

Philip Scott
Director

Thomas McDonald
Manager Code Enforcement

Phone: (973) 877-9579
(973) 877-9578

[redacted]

NOTICE OF VIOLATION

Reference No: [redacted]

Date of Inspection: 2/11/2019

Location: [redacted]

Block / Lot No: [redacted]

Your property have been inspected and observed in violation of the below mentioned ordinance of the City of Newark.

Code	Type	Description	Remarks
18:3-1.19.a	HOUSING	Owner/Operator failed to repair or replace defective heating apparatus, radiator or riser in the unit to provide sufficient heat.	
18:3-1.57(a)	Interior Violations	Owner/Operator failed to Repair/Replace defective electrical lighting/sockets in entire unit	

INSPECTION FINDINGS/ REASONS FOR VIOLATION

At the time of my inspection there was no heat provided, also some electrical outlets in apartment were not working tenant is using there own heaters to provide heat and electrical wires

Number of days to correct violations : 0

ALL VIOLATIONS MUST BE CORRECTED WITHIN THE TIME SPECIFIED ABOVE OR ALL LEGAL ACTIONS WILL BE TAKEN AGAINST YOU.

Inspector : [redacted]

Supervisor's Signature