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 | INFORMATIONAL LETTER |
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TRANSMITTAL: 95 INF-43

TO: Commissioners of
 Social Services

DIVISION: Economic
 Security

DATE: November 3, 1995

SUBJECT: Emergency Home Relief Shelter Arrears Policy
 And Repayment Agreement

SUGGESTED

DISTRIBUTION: Directors of Income Maintenance
 Directors of Medical Assistance
 Staff Development Coordinators
 CAP Coordinators

CONTACT PERSON: Public Assistance
 1-800-343-8859
 Maureen Standish, extension 3-6555

ATTACHMENTS: Shelter Arrears Repayment Agreement (on-line)

FILING REFERENCES

Previous ADMs/INFs	Releases Cancelled	Dept. Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
94 ADM-20		352.7 (g)	SSL	<u>PASB</u>	
93 ADM-35		(3)		IX-F-2-4	
92 ADM-26		370.3			
91 ADM-38		372			
95 INF-31					
93 INF-11					

The purpose of this informational letter is to transmit to Social Services Districts (SSDs) a revised Shelter Arrears Repayment Agreement form and to clarify the policy regarding the payment of shelter arrears.

Background

91 ADM-38 advised SSDs that the payment of shelter arrears above the maximum monthly shelter standard, regardless of the category of assistance under which the arrears are paid, is subject to recovery or recoupment.

92 ADM-26 advised SSDs that a Repayment Agreement is a condition of eligibility for receiving a shelter arrears payment under the emergency Home Relief program. Also contained in 92 ADM-26 was information on the requirement that a Repayment Agreement must also be signed to receive utility arrears assistance under EAF or emergency Home Relief. The Utility Arrears Repayment Agreement has now been separated from the Shelter Arrears Repayment Agreement for clarity purposes and a separate release will be issued on the repayment of utility arrears.

93 ADM-35 advised SSDs that shelter arrears above the maximum monthly shelter standards could be paid for recipients under certain circumstances.

Shelter Arrears Policy

1. Shelter Arrears Paid to Recipients of Recurring ADC, ADC-U, PG-ADC (HRPG in NYC), or HR

A recipient of ADC, ADC-U, PG-ADC (HRPG in NYC) or Home Relief who is threatened with eviction or foreclosure for non payment of shelter expenses incurred during a period for which a public assistance grant has already been issued may be provided with an advance allowance for rent, mortgage or taxes to prevent the eviction or foreclosure. An allowance which exceeds the appropriate maximum monthly shelter standard can be provided to recipients, but only if all the following conditions are met:

- the recipient agrees to use all available liquid resources for the payment of the shelter expenses necessary to prevent the eviction or foreclosure;
- the recipient demonstrates an ability to pay shelter expenses in the future, including any amounts in excess of the appropriate monthly maximum shelter standard;
- the recipient agrees to future restriction of rent or mortgage payments; and

- the recipient has not previously received an allowance in excess of the appropriate local agency maximum monthly shelter allowance and, subsequent to receiving such allowance, requested discontinuance of restriction of the shelter payments.

In order to receive this advance allowance, including any amounts in excess of the appropriate maximum monthly shelter standard, the recipient must request the payment in writing and agree in writing that his or her future public assistance grants will be reduced to recover such an allowance. The entire amount, including excess amounts, of the shelter arrears payments paid for such a recipient is recouped from future public assistance grants.

2. Shelter Arrears paid for Applicants for recurring ADC, ADC-U, PG-ADC (HRPG in NYC), Home Relief, or Emergency Assistance to Families.

A. Eligibility for Arrears Payment

Applicants for ADC, ADC-U, PG-ADC (HRPG in NYC), or Home Relief who are found eligible for ADC, ADC-U, PG-ADC (HRPG in NYC) or Home Relief* and applicants for EAF only may receive an allowance for rent, mortgage or tax arrears for the time prior to the time the case was opened if the following conditions are met:

- such payment is essential to forestall eviction or foreclosure and no other shelter accommodations are available; or
- the health and safety of the applicant is severely threatened by failure to make such payment; and
- the authorization of the payment receives special written approval by the social services official or such other administrative officer as he or she may designate, provided such person is in higher authority than the supervisor who regularly approves authorization; and
- the applicant reasonably demonstrates an ability to pay shelter expenses, including any amounts in excess of the appropriate local agency maximum monthly shelter allowance, in the future. However, when in the judgement of the local social services official, the individual or family has sufficient income or resources to secure and maintain alternate permanent housing, shelter arrears need not be paid to maintain a specific housing accommodation.

* An applicant for recurring Home Relief is required to sign the Shelter Arrears Repayment Agreement if shelter arrears must be paid and an eligibility determination has not yet been made on the recurring Home Relief Application. However, if the Home Relief case is opened, then the Shelter Arrears Repayment Agreement is null and void and only the amounts, if any, which exceed the maximum monthly shelter standards are recouped from future grants.

B. Recoupment/Recovery of Arrears

Such payment can exceed the appropriate maximum monthly shelter allowance. However, any amount which exceeds the appropriate maximum monthly shelter standard is an overpayment and is subject to recovery or recoupment:

- If the applicant is opened for ADC, ADC-U, PG-ADC (HRPG in NYC) or Home Relief, then this overpayment is recouped from future grants.
- If the applicant receives a one time only shelter arrears payment under EAF, then the amount above the shelter standard should be referred for collection, using the same means that the SSD uses to collect overpayments when a public assistance case closes and there are outstanding overpayments.

The Shelter Arrears Repayment Agreement attached to this release is not to be signed for this one time only payment under EAF or for any shelter arrears paid under recurring ADC, ADC-U, PG-ADC (HRPG in NYC) or Home Relief (see * on page 3).

C. Liens

In addition to requiring liens as a condition of eligibility for ADC, ADC-U, PG-ADC (HRPG in NYC), Home Relief and emergency Home Relief, SSDs may also require that recipients of EAF for shelter arrears give SSDs liens on real property that they own.

3. Shelter Arrears paid under Emergency Home Relief

A. Definition of Terms

Household

A household includes all persons residing in the applicant's house or apartment. It includes related and unrelated persons, such as lodgers, roomers and boarders, foster children and wards or employees who share the housing unit.

Gross Income

Gross income is all income on the date of application (earned, unearned and in-kind before any deductions are taken). This includes such income of all persons in the household as defined above.

B. Policy

Applicants not applying for recurring ADC, PG-ADC, Home Relief, EAF or EAA (or applying for these programs, but found ineligible), are required to sign the Shelter Arrears Repayment Agreement (attached) to repay, within a twelve (12) month period, all of the shelter arrears assistance provided under emergency Home Relief. Only the applicant and his or her legal spouse can be required to sign the Repayment Agreement. All of the conditions for receiving a shelter arrears payment outlined in Section 2. A. (1-4) must also be met. In addition, to receive a shelter arrears payment under emergency Home Relief, the household's gross monthly income on the date of application cannot exceed 125% of the federal income poverty lines guidelines for that household size. These guidelines are revised annually and are effective April 1 through March 31 of each year for purposes of emergency Home Relief.

C. Completion of the Shelter Arrears Repayment Agreement Form

The language set forth in the Attachment "Shelter Arrears Repayment Agreement" must be reproduced locally, without change. In order to determine if an applicant for shelter arrears is required to sign the Repayment Agreement, SSDs must complete the entire Section 1 of the Shelter Arrears Repayment Agreement unless the person is already in receipt of recurring ADC, PG-ADC or Home Relief.

Section 2 must be completed for applicants where the SSD has completed Section 1. and the answer to 1. F is "no".

A copy of the Repayment Agreement must be retained in the case file. Applicants who are required to sign the repayment agreement must receive a copy of the completed form.

D. Repayment Requirements

SSDs must set forth a schedule of payments that must assure repayment within twelve (12) months of the date of the shelter arrears assistance.

In completing Section 2 of the Repayment Agreement, SSDs must clearly specify the dates for repayment. A specific date must be established for receipt of the first payment. SSDs must also provide the address to which the payments must be made.

E. Suspension of Repayment Agreement

When a person who has received a shelter arrears payment under emergency Home Relief later becomes eligible for recurring ADC, PG-ADC or Home Relief, any unpaid balance on the Shelter Arrears Repayment Agreement is suspended until such person is no longer receiving recurring ADC, PG-ADC or Home Relief. At that time, the unpaid balance will again become due to the SSD under the terms of the agreement.

F. Enforcement of Shelter Arrears Repayment Agreement

In addition to any rights it has pursuant to the Social Services Law, SSDs must enforce the repayment agreement by any legal method available to a creditor, including but not limited to referral to a collection agency, obtaining a judgement from a court, garnishment of wages in appropriate cases, obtaining a lien on real property. Only the wages of the person(s) who signed the Repayment Agreement can be garnished.

G. Liens

SSDs may also require that recipients of emergency Home Relief for shelter arrears sign a lien on real property. The portion of the lien that represents the amount of the shelter arrears assistance which has already been satisfied by payments under the Repayment Agreement must be deducted from the amount of the lien.

H. Failure to Cooperate

Applicants who are required to sign a Repayment Agreement but who refuse to do so are ineligible to receive shelter arrears assistance under emergency Home Relief. In addition, household's who fail to cooperate in providing information necessary to determine eligibility are ineligible for shelter arrears assistance.

I. Provision of Subsequent Shelter Arrears Assistance

Subsequent assistance to pay shelter arrears under emergency Home Relief cannot be provided unless the applicant is current on payments agreed to under a prior Repayment Agreement.

4. Shelter Arrears paid under Emergency Assistance to Adults(EAA)

Up to four months of shelter arrears can be paid under the EAA program for persons in receipt of SSI to prevent eviction or foreclosure when no other housing accommodations appropriate for the person's best interest are available in the area. The dollar amount of the payment is not limited to the maximum monthly shelter standards.

If there is a child under 21 years of age in the household, the household's eligibility for EAF must be determined. If the household is eligible for EAF, the shelter arrears should be paid under EAF. However, EAF cannot be used to duplicate or replace public assistance already granted.

A lien cannot be required as a condition for granting EAA.

Patricia A. Stevens
Deputy Commissioner
Division of Economic Security

EMERGENCY HOME RELIEF
SHELTER ARREARS REPAYMENT AGREEMENT
(ELIGIBILITY WORKSHEET AND AGREEMENT)

1. APPLICANT INFORMATION

A. Name: _____

Address: _____

Case Number: _____

B. Household Size: _____
(include all persons residing in the applicant's house or apartment and their numbers)

C. (1) Is household in receipt of ADC? Yes [] No []
HR? Yes [] No []
SSI? Yes [] No []
PG-ADC? Yes [] No []

(2) Is household eligible for EAF? Yes [] No []
EAA? Yes [] No []

(3) Is household applying, and eligible, for recurring ADC, PG-ADC or HR?
Yes []* No []

If **Yes** is checked in (1), (2) or (3) above, pay arrears under the appropriate assistance (ADC, PG-ADC, recurring HR, EAF or EAA). **REPAYMENT AGREEMENT NOT REQUIRED**

If **No** is checked in all categories in (1), (2) and (3), proceed to D.

D. 125% of federal official poverty line for household size in B. \$ _____

E. Household's gross monthly income at time of application \$ _____
(include all earned and unearned income for all persons residing in household).

F. Does the amount in E. exceed the amount in D?
Yes [], applicant ineligible for shelter arrears payment.
No [], proceed to Part 2.

2. REPAYMENT AGREEMENT

I understand that as a condition of eligibility for receiving this assistance, I the _____Department of Social Services the following amount

\$_____shelter arrears assistance to prevent eviction or foreclosu

I agree to repay this amount within twelve (12) months. I will repay the assistar installments of \$_____per_____(month, bi-weekly, etc.).

Each installment must be received by the _____Department of S or before the _____of each_____. The f is due on or before_____(enter date).

The payments must be sent to:

I understand that I will not be eligible for subsequent shelter arrears assist emergency Home Relief program to prevent eviction or foreclosure unless I have prior shelter arrears payments or I am repaying this assistance in accordance with Repayment Agreement(s) as of the date of application for such subsequent ass understand that if I fail to repay this assistance within the twelve (12) mor Department of Social Services will enforce this Repayment Agreement by any meth creditor. This includes, but is not limited to, referring the matter to a cc obtaining a judgement from a court, obtaining a lien on real property or ga appropriate cases.

I understand that the _____Department of Social the right to require that I sign a lien on my real property for receiving a shelte authorized under the emergency Home Relief Program. If a lien is taken, t represents this arrears payment will be considered satisfied when the arrears p repaid in full.

If I later become eligible for recurring public assistance, any unpaid balance payment will be suspended until I am no longer receiving recurring public assi time, the unpaid balance will become due to the Department of Social Services unc this agreement.

I understand that by signing this form, I agree to all of the above conditions.

Signature of Applicant(s)

Date
