



John A. Carey
Inspector General

OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY



Inspector General
Accredited

“Enhancing Public Trust in Government”

**Redacted per §119.071(5)(b) and (5)(f)1 F.S.,
and 15 U.S.C. §9058a (4)(A)**

Investigative Report

2022-0001

False Information on CARES Act Rental Assistance Applications in West Palm Beach

March 29, 2024



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INVESTIGATIVE REPORT 2022-0001

DATE ISSUED: MARCH 29, 2024



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SUMMARY

WHAT WE DID

The Palm Beach County (County) Office of Inspector General (OIG) received a complaint from the County Community Services Department (Community Services), concerning an application to the County Coronavirus Aid, Relief and Economic Security (CARES) Act-Coronavirus Relief Fund Rental, Utilities, and Food Assistance Program (Program).

Community Services alleged that [REDACTED] (Applicant 1) submitted an application with fictitious assertions listing [REDACTED] (Applicant 2's Company) as her landlord, along with a lease agreement showing Applicant 2's Company as the property manager and [REDACTED] as the property owner. As a result of the representations in the application, on November 30, 2020, the County issued a check for \$8,600 payable to [REDACTED] (Applicant 2).

The OIG's preliminary review revealed that Applicant 1 had been deceased for six months prior to the application being submitted to the County in her name. We also learned that Applicant 2 is Applicant 1's daughter.

In addition, our preliminary review revealed that Applicant 2 applied for rental

assistance in her own name on four separate occasions. Accordingly, we initiated a review of those applications.

Allegation 1: Applicant 2 submitted false information to the County in support of the rental application of her deceased mother, Applicant 1, which resulted in the improper payment of grant funding to Applicant 2.

Allegation 2: Applicant 2 submitted false information to the County in support of her rental assistance applications.

WHAT WE FOUND

Allegation (1) is supported. We found that Applicant 1 was deceased at the time the rental assistance application was submitted to the County in her name. We found that her daughter, Applicant 2, provided false information to the County alleging that she was the landlord for Applicant 1's rental property. As a result, the County approved and issued a payment of \$8,600 in rental assistance to Applicant 2. In addition, the County mailed a food card with \$900 in food assistance to Applicant 1 at the rental property address, which Applicant 2 assumed the right to occupy after Applicant 1's death. The food card was used for unallowable expenses.¹

¹The food card was used to pay \$203.45 towards an automobile loan with Capital One, Applicant 2's bank.

The inappropriate payments resulted in **Identified Costs² of \$9,500.**

Allegation (2) is supported. We found that Applicant 2 provided false information to the County in support of one of her applications wherein she sought \$7,100 in rental assistance. The County, however, paid no monies as a result of the falsified rental assistance application.

We found sufficient information to warrant referring our findings to law enforcement (with notification to the State Attorney's Office) for a determination of whether the facts arise to a criminal act under section 817.03, Florida Statutes.

We also found sufficient information to warrant notification of our findings to the United States Attorney's Office for a determination of whether they constitute a violation of Title 18, Chapter 47, section 1001, United States Criminal Code.

WHAT WE RECOMMEND

We recommend that the County seek reimbursement from Applicant 2 in the amount of \$9,500.

² Identified costs are costs that have been identified as dollars that have the potential of being returned to the entity to offset the taxpayers' burden.

BACKGROUND

The CARES Act

On March 1, 2020, Florida Governor Ron DeSantis directed the State Health Officer to issue a public health emergency in the State of Florida due to the COVID-19 pandemic. On March 13, 2020, then-Palm Beach County Mayor Dave Kerner declared a state of emergency in the County due to COVID-19.

On March 27, 2020, the President of the United States signed the CARES Act into law. The CARES Act allocated \$2.2 trillion in economic relief to individuals, businesses, and governments affected by COVID-19. State governments were allocated a total of \$139 billion based on their populations (as measured by the U.S. Census Bureau in 2019), with no state receiving less than \$1.25 billion. Florida received a total of \$8.328 billion, with \$261,174,832 of that total provided to Palm Beach County.



On May 15, 2020, the Palm Beach County Board of County Commissioners dedicated \$40 million of the approximately \$261 million allocated to it for "Emergency Mortgage, Rental and Utility Assistance." Community Services administered the Rental Assistance portion of this funding.

CARES Act - Coronavirus Relief Fund Rental, Utilities, and Food Assistance Program Guidelines

The CARES Act - Coronavirus Relief Fund Rental, Utilities, and Food Assistance Program was designed to utilize CARES Act funds to provide one-time rental and utility assistance to eligible County residents who experienced loss of income, reduction in hours, or unemployment as a direct result of the COVID-19 pandemic. The Community Services website explained that in order to be eligible for the program, the applicant must reside within the corporate limits of Palm Beach County and have documentable information to evidence loss of income, reduction in hours, or unemployment because of the COVID-19 pandemic, that contributed to missed rental payments and/or utility payments. Eligibility guidelines on the website also listed the income and asset requirements to qualify for the program. Assistance was provided for past due rent and/or utilities due from March 1, 2020 to December 31, 2020.

Emergency Rental Assistance Program

On March 9, 2021, under the authority of the U.S. Department of Treasury Emergency Rental Assistance (ERA) Program 1 (as established by the Consolidated Appropriations Act, 2021), the Board of County Commissioners (BCC) approved ERA-1 funding to assist Palm Beach County residents affected by COVID-19 with rental and utility assistance. On

August 17, 2021, the BCC approved ERA-2 (as established by section 3201 of the American Rescue Plan Act of 2021) funding for the same purpose.

Eligible Palm Beach County households are renter households in which one or more individual(s) meets all of the following criteria:

- For ERA-1, qualifies for unemployment or experienced a reduction of household income, incurred significant costs, or experienced other financial hardships due to COVID-19 (either directly or indirectly), or for ERA-2, qualifies for unemployment or experienced other financial hardships during or due to (either directly or indirectly) COVID-19;
- Demonstrates a risk of homelessness or housing instability; and
- Has a household income at or below 80% of the area median.

Rental Assistance Applications

The County accepted applications electronically on the Community Services Online System for Community Access to Resources and Social Services (OSCARSS). OSCARSS required applicants to upload certain supporting documentation, including identification, a rental lease agreement, and a Balance Statement. The Balance Statement was to be completed by the applicant's landlord or property manager, and was to reflect the amount of rent owed by the applicant.



The form of the application differed slightly throughout the Program, but each included eligibility questions and acknowledgements. Applicants were required to affirm certain statements by electronically checking a box next to each one.

The Acknowledgment section for Applicant 1's rental assistance application No. 47408 and Applicant 2's rental assistance applications Nos. 27515, 42621, 45755, and 65764, included the following:

- I further certify that I have read, the above information and, to the best of my knowledge and belief, the information is accurate and has been properly recorded. Additionally, I understand that I am responsible for the accuracy of the information provided and that said information will be used as a basis for determining my eligibility for services. **I also understand that any falsification or misrepresentation of this information is just cause for denial of services and prosecution for fraud.** [Emphasis added]

The final page of the application required the applicant's printed name and submission date.

Community Services assigned applications it received to a Community Services reviewer. The reviewer checked whether the applicant submitted all required information and that there were no discrepancies within the documents. If information was missing, or if information in submitted documents was inconsistent, the reviewer would return the application to the applicant, noting what was missing or inconsistent. If the applicant met the eligibility guidelines and submitted required documentation, and the applicant's landlord had registered or was in the process of registering with the County as a vendor, the reviewer would send the application to a supervisor for review.

Then, applications were sent to Community Services fiscal personnel for review. Upon the approval of an application for rental assistance, the County sent requests for payment to the County Clerk and Comptroller's Office.

Applicants' Residences

On November 8, 2020, rental assistance application No. 47408 was submitted to the County on behalf of Applicant 1. Application No. 47408 listed Applicant 1's rental assistance address as [REDACTED] West Palm Beach, FL 33401, and listed Applicant 2's Company, [REDACTED] Lake Park, FL 33403, as Applicant 1's landlord. A lease agreement was submitted with the application, which detailed Applicant 2's Company as the property manager and [REDACTED] as the property owner. The OIG confirmed through a search of publicly available records that [REDACTED]³ owned [REDACTED] West Palm Beach, FL 33401 on the date of the application.

On August 19, 2020; October 27, 2020; November 6, 2020; and January 27, 2021, rental assistance applications 27515, 42621, 45755, and 65764, respectively, were submitted on behalf of Applicant 2. Each application listed Applicant 2's rental assistance address as [REDACTED] Lake Park, FL, 33403. Rental assistance applications 27515, 42621, and 45755 listed Applicant 2's landlord as "Anthony" at [REDACTED].⁴ Application No. 65764 listed Applicant 2's landlord as Dyncher Services, LLC, P.O. Box 9132, West Palm Beach, FL 23419. The OIG determined through a search of publicly available records that the address listed as rental property in each of Applicant 2's applications and as the landlord's address (without the unit number) in Applicant 1's application, is owned by the [REDACTED].

Applicant 2's Company

The OIG's review of Sunbiz records detailed that Applicant 2's Company's Articles of Organization were originally filed with the Florida Secretary of State on March 23, 2018, with an effective date of March 20, 2018. An annual report was filed on April 30, 2019.

³ [REDACTED] granted the property to [REDACTED] on January 31, 2022.

⁴ The Landlord's Balance Sheet attached to application 27515 is purportedly electronically signed by Anthony Costa.

The business was administratively dissolved on September 25, 2020,⁵ for failure to file subsequent annual reports.

The Articles of Organization listed [REDACTED] Lake Park, FL 33403 as Applicant 2's Company's principal office and mailing address and Applicant 2 as Applicant 2's Company's registered agent and authorized member.

Dyncher Services

The OIG's review of Sunbiz records detailed that Dyncher Services LLC's Articles of Organization were filed with the Florida Secretary of State on December 9, 2019. The most recent annual report was filed on April 30, 2023, and the business is currently active.

Academy Health Solutions of Lake Park Florida

Academy Health Solutions LLC was a drug rehabilitation facility in Lake Park, Florida until it ceased operation in July of 2020. Applicant 2's rental assistance applications cited loss of employment from Academy Health Solutions LLC as justification for her requests for rental assistance.

ALLEGATIONS AND FINDINGS

Allegation (1):

Applicant 2 submitted false information to the County in support of the rental application of her deceased mother, Applicant 1, which resulted in the improper payment of grant funding to Applicant 2.

Governing Directives:

Palm Beach County CARES Act - Coronavirus Relief Fund Rental, Utilities, and Food Assistance Program application and program guidelines; Palm Beach County Vendor Memorandum of Agreement.

Finding:

The information obtained **supports** the allegation.

On **November 8, 2020**, rental assistance application No. 47408 was submitted to the County on behalf of Applicant 1. Multiple publicly available obituaries detailed that Applicant 1, who was born [REDACTED], passed away on **March 3, 2020**. Applicant 1's daughter, Applicant 2 survived her.

⁵ Applicant 2's Company was dissolved prior to the County's receipt of Applicant 1's rental assistance application.

Applicant 1's County Assistance Application

County records show that a County assistance application for Applicant 1, with an address of [REDACTED], West Palm Beach, was first submitted on November 8, 2020 -- more than eight months after her death.

The County returned the application via email to [REDACTED] due to the lack of required proof of income and bank statement. The application was resubmitted on the same date, but still lacked the needed documents. County records show that the application was electronically signed with Applicant 1's name and resubmitted again to the County on November 10, 2020. A copy of Applicant 1's green card, driver's license, and several bank statements, along with a month-to-month Monthly Rental Agreement, were submitted with the application.

The application listed Applicant 2's Company [REDACTED] Lake Park, FL 33403 as the property landlord. The landlord's email was listed as [REDACTED].

Services Requested	
<input checked="" type="checkbox"/>	Rental Payment
<input checked="" type="checkbox"/>	Food

Additional Questions - Rental Assistance	
What is the Rent Due Date? *	[REDACTED]
What is your Landlord's Name? *	[REDACTED]
What is your Landlord's Address? *	[REDACTED]
What is your Landlord's Email Address? *	[REDACTED]
What is your Landlord's Phone Number? *	[REDACTED]
What is your Monthly Rent Amount? *	\$1,950.00
Are you currently receiving section 8 or any federal housing subsidies? *	No
Did you receive a Rental Late or Eviction Notice? *	Yes
Have you received an eviction notice (issued after 3/15/2020) caused by the COVID-19 pandemic? *	Yes
What is the Rental Past Due Start Date? *	03/01/2020
What is the Rental Past Due End Date? *	06/30/2020
What is the Rental Past Due Amount Requested? *	\$8,600.00

The application asked for a "declaration of crisis" statement. The application contained the following statement:

I was a private house cleaner and was able to support myself until one of my clients got covid and I got ill but was not tested. I told my other clients and they understood I quarantined but they didnt [sic] want me to come back into their homes.

Declaration of Crisis (Please Explain the reason for your Crisis Situation below):

I was a private house cleaner and was able to support myself until one of my clients got covid and I got ill but was not tested. I told my other clients and they understood I quarantined but they didnt want me to come back into their homes.

Application Outcome

Service	Outcome
Grocery Card	Service has been Accepted
Rental Payment	Service has been Accepted

 **OSCARSS APPLICATION: 47408** 

_____ 11/10/2020 _____
Print Name Submitted Date

A month-to-month Monthly Rental Agreement (lease) dated July 1, 2019, was submitted to the County with Applicant 1’s rental assistance application. The lease listed Applicant 2’s Company as the property manager, [REDACTED] as the property owner, and a monthly rental rate of \$1,950.00. The lease indicated that rental payments could be made by mail to Applicant 2’s Company at [REDACTED] Lake Park, FL 33403, the same address listed as the landlord’s address in the rental assistance application.

Monthly Rental Agreement

THIS AGREEMENT, entered into this 1st day of July, 2019, by and between _____
 hereinafter known as Lessor, and Marie Domond, hereinafter known as Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto lessee, and Lessee hires from lessor those premises described

as: 1030 SQ FT shared unit 1 bedroom 1 bath
 at: _____

For tenancy from month- to - month commencing on the 1st day of July, 2019, and at a monthly rental of ONE-THOUSAND-NINE -HUNDRED-FIFTY Dollars (\$ 1,950.00) per month, payable monthly in advance on the 1ST day of each and every month, on the following TERMS AND CONDITIONS:

1. **FORM OF PAYMENT.** Lessee agrees to pay rent each month in the form of one cashier's check, OR money order, OR cash made out to Detox Ledger, LLC if payment is not received to the owner, by the 3rd of the month _____.
2. **DELIVERY OF PAYMENT:** Rent will be paid:
 In person at _____ to owner _____, Or
 by mail, to _____ if rent is not paid by the 3rd of the month _____, Or
 electronically to owner between the 1st and 2nd of the month to owner.
3. **RETURNED CHECKS.** If for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of FORTY DOLLARS (\$40) as additional Rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent for duration of lease.
4. **LATE PAYMENTS.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Fifty (\$50.00) Dollars. If the delinquency continues over 60 days, the late fees become Two-hundred Dollars (\$200.00) per month for All delinquent payments in the arrearages and forward.
5. **PRORATED FIRST MONTH.** For the period from Lessee's move-in date, July 1st, 2019 through the end of the month, Lessee will pay to Lessor a prorated monthly rent of \$0 Dollars (\$0.00). This amount will be paid on or before the date the Lessee moves in.
6. **Occupants.** The said premises shall be occupied by no more than 1 Adults and 0 child(ren).

Landlord Registration as a County Vendor for the Application for Applicant 1

The County Advantage vendor payment system records show that effective November 2020, Applicant 2 was registered as a vendor for the purposes of receiving rental assistance payments as her deceased mother's landlord. Thereafter a payment was made to her⁶ in the amount of \$8,600 for Applicant 1's rental assistance application.

⁶ The lease name Applicant 2's Company was not registered as a vendor. Instead, Applicant 2 registered with the County as the vendor under her own name for this application.

Home: View Only Advantage PBC Desktop My Workspace

Automated Disbursement(AD) Dept: 200 ID: AD11302000000012360 Ver: 1 Function: New Phase: Final Modified by jstevens: 11/30/2020

Header

Vendor Total Lines: 1 Vendor Line: 1 Vendor Customer: VC0000172405 [Redacted]

Accounting Total Lines: 1 Accounting Line: 1 Line Amount: \$8,600.00

From 1 to 1 Total: 1

General Information Reference Fund Acct Inten Reference Fund Accounting Desal Accounting Additional Amounts Additional Information

Event Type: D101 Budget FY: 2021

Accounting Template: Fiscal Year: 2021

Check Description: RENTAL ASSIST 03/01/2020-06/30 [Redacted] Period: 2

Line Description: RENTAL ASSIST [Redacted] Interest Ineligible Flag:

Check Amount: \$8,600.00 Interest Calculated or Bypassed:

Vendor Invoice Number: 163214-COVID-CV03-GY20-01 Calculated Interest Amount:

Vendor Invoice Line Number: 1 Service From Date: 11/30/2020

Service To Date: 11/30/2020

Miscellaneous 1:

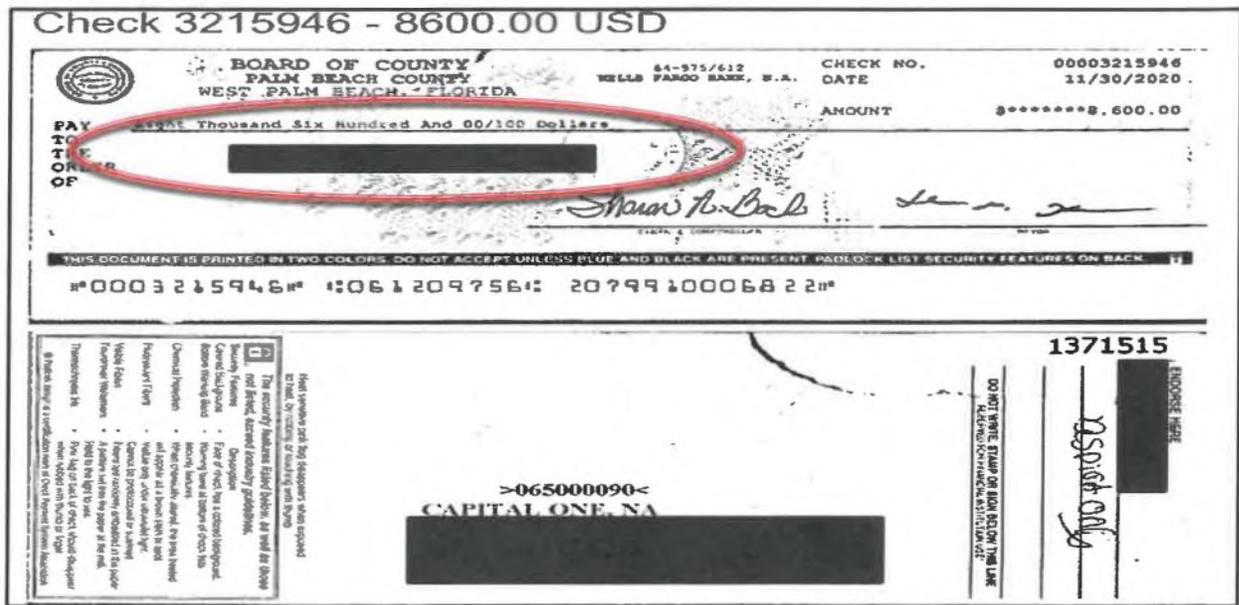
In order to register as a vendor with the County, a vendor/landlord must electronically accept the terms of a Memorandum of Agreement (MOA) certifying and warranting that the person **is authorized** to provide all the vendor information requested and to enter into the MOA with the County. Furthermore, the MOA provides:

By submitting this electronic vendor registration, you hereby agree:

- 2. To provide **accurate, complete**, and current vendor information that can be conclusively relied upon by the County... [Emphasis added]

The Landlord/Property Manager’s Balance Statement

The landlord/property manager’s Balance Statement submitted with Applicant 1’s application stated that Applicant 2’s Company was the landlord, and that “[Redacted]” was the signatory:



On November 16, 2020, the County approved \$400.00 in food assistance, and approved an additional \$500.00 in food assistance on January 11, 2021.

Record Date	Document	Phase	VL	CL	AL	AL Amount	Referenced Document	Vendor Invoice No	Bank Code	Check Number	Check Status	Check Description
11/15/20	GAX 140 OSCR202011151632141F	F	1	1		\$400.00		163214-CV02-CV02-GY20-01 01				FOOD [REDACTED]
11/16/20	FEF 200 FEF11162000000001823	F	1	350		\$400.00	GAX 140 OSCR202011151632141F	163214-CV02-CV02-GY20-01 01		202011167367101	Paid	FOOD [REDACTED]

From 1 to 2 of 2 First Prev Next Last Download

[Vendor Invoice Registry](#)
[Matching Status](#)
[Disbursement Query](#)
[Check Reconciliation](#)
[Paid Checks](#)
[Customs Information](#)
[Lifecycle Inquiry](#)
[Vendor Payment History](#)

Community Services sent an email to [REDACTED] asking Applicant 2 why she was presenting herself as the landlord/property manager for a property owned by someone else, [REDACTED]. On February 10, 2021, the County received an email from [REDACTED] responding,

...I'm the property manager last time I checked Applicant 1 and her family pays me I pay the mortgage lending company...

OIG Analysis of the Bank Accounts at Capital One Bank

The OIG reviewed four accounts attributed to Applicant 2. One of those accounts was opened on September 11, 2020. The rental assistance application for Applicant 1 was submitted to the County on November 8, 2020, and Check 00003215946 from Palm Beach County in the amount of \$8,600 was deposited into this account on December 7,

2020. Applicant 2 is the primary joint owner for this account. The social security number, address, phone number, date of birth, and email associated with this account ([REDACTED]) are consistent with the information provided in Applicant 2's assistance applications submitted to the County. The account also shows deposits from the employer Applicant 2 listed on her rental assistance applications to the County.

Applicant 2 is the sole owner of three additional is accounts at Capital One. The social security number, address, phone number, date of birth, and email address ([REDACTED]) listed on these accounts are consistent with information provided in Applicant 2's applications submitted to the County. The accounts also show deposits from the employer Applicant 2 listed on her application to the County.

OIG Interview of [REDACTED]

[REDACTED] told the OIG she has been the owner of [REDACTED] in West Palm Beach for about 18 years. She stated that she retained property managers for the property. The property managers' responsibilities are to manage renters through the rental application process, handle maintenance and maintenance concerns, collect rent from tenants, deposit rent checks, and forward [REDACTED] a portion of the rent money. [REDACTED] does not sign leases; the property manager signs them.

[REDACTED] stated that she did not know the identity of the tenant in her rental at [REDACTED] in West Palm Beach in March, 2020.

The OIG showed [REDACTED] the lease submitted with Applicant 1's application. [REDACTED] stated that the lease and her signature on the lease are "forged," that she is not familiar with Applicant 2 or Applicant 2's Company, and that neither had any property management responsibilities associated with her or her property.

OIG Interview of Property Manager

The property manager stated that she and her husband have managed [REDACTED] [REDACTED], West Palm Beach, for [REDACTED] for about 12-13 years. Applicant 1 signed a lease in 2012; however, Applicant 1's daughter, Applicant 2, took over the unit, paying month-to-month after Applicant 1 passed away in early 2020, and prior to the start of the pandemic. After Applicant 2 assumed the lease, the property manager went to the unit and discovered that an unknown male lived at the residence. That man told the property manager that another man lived there with him. She said that there is no current lease for the property for Applicant 2.

She collects rent for the unit via a money order left in her office mailbox. She is not sure who brings the rent payment to the office mailbox because it is usually brought there after office hours.

From January through March 2020, the property manager received less than the full rent due for unit [REDACTED]; however, there is nothing written in her records showing whether

tenants were late with rent payments during 2020. She was not strict if there was a late payment. Unit [REDACTED] was occasionally late on rent but eventually caught up. There were no late fees for late payments. She stated that records she kept show additional tenant payments from January through April of 2021 until they caught up with late rent payments.

Rent for the tenants has been \$1,000 per month, not \$1,950 per month, as stated in the assistance application. Neither she nor her husband have signed any papers for County assistance for the unit; the property manager told the OIG that [REDACTED] does not sign any documents for the unit.

She stated that Applicant 2's Company was not authorized to collect rent for the unit, and that Applicant 2's Company was unknown to her.

Authentic Lease Provided by the Property Manager

The property manager provided the OIG with a copy of an authentic lease for Applicant 1 at [REDACTED] in West Palm Beach covering the period April 1, 2011 through March 31, 2012. This was the last written lease executed for the unit. The lease lists [REDACTED] as the owner of the property and the tenants as [REDACTED] and Applicant 1. The lease lists "[REDACTED]" as the contact email address for the landlord.

Residential Lease for Apartment or Unit in Multi-Family Rental Housing (other than a Duplex) Including a Mobile Home, Condominium, or Cooperative



(FOR A TERM NOT TO EXCEED ONE YEAR)

(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.

AN ASTERISK (*) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.

NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

1. TERMS AND PARTIES. This is a lease ("the Lease") for a period of 12 months (the "Lease Term"), beginning April 1, 2011 and ending March 31, 2012, between [REDACTED] (name of owner) to whom the property is leased) and [REDACTED] (name of tenant) from the property is leased are

(In the Lease, the owner, called "Tenant.")

Landlord's E-mail Address: [REDACTED]
Landlord's Telephone Number: [REDACTED]
Tenant's E-mail Address: [REDACTED]
Tenant's Telephone Number: [REDACTED]

II. PROPERTY RENTED TO TENANT AS [REDACTED] in the building located at [REDACTED] known as [REDACTED] West Palm Beach, Florida 33401 (city) together with the following furniture and appliances:
Refrigerator, range, dishwasher, microwave

OIG Attempts to Interview Applicant 2

The OIG spoke telephonically with Applicant 2 to arrange an interview. Applicant 2 stated that she would call back with a time she was available for interview, but never did so. Thereafter, the OIG emailed, texted, and called Applicant 2 on multiple occasions, but she did not respond to, nor return any of those messages.

OIG Conclusion

During our investigation, **we determined that Applicant 1 had been deceased for eight months at the time of her application to the County; therefore, she could not have submitted the application on her own behalf.** The application was submitted by someone with access to Applicant 1's green card, driver's license, and bank statements. The application falsely listed Applicant 2's Company, the business owned by Applicant 1's daughter, Applicant 2, as Applicant 1's landlord. The landlord registration process required the registrant to provide true and complete information and to certify and warrant that the person was authorized to provide all the vendor information necessary to register as a vendor for the purpose of receiving past payments for Applicant 1's rental assistance application.

The unit owner's property manager told the OIG that Applicant 2 had taken over the lease to the property after her mother passed away; that Applicant 2 was never the landlord for the property, and that neither Applicant 2 nor her company, Applicant 2's Company, was authorized to collect rental payments for the unit. Additionally, the property manager told the OIG that the lease attached to the rental assistance application was not a valid lease for the property and that neither she nor her husband had signed or submitted any paperwork relating to the rental assistance application submitted to the County.

Despite the false representations in Applicant 1's rental assistance application, a check payable to Applicant 2 was mailed to the address used by Applicant 2 for her business and for her own rental assistance applications. The check totaling \$8,600 was deposited into Applicant 2's account at Capital One Bank. That bank account had identical identifiers to an application that Applicant 2 submitted to the County.

Additionally, Applicant 1's rental assistance application included a request for food assistance. The County approved the request and issued a food card, which was mailed to Applicant 1's rental address. The food assistance card was retrieved by someone with access to Applicant 1's mail and used to pay \$203.45 towards an automobile loan at Capital One Bank, the same banking institution where the rental assistance check payable to Applicant 2 was deposited.

We find by a preponderance of evidence that Applicant 2 submitted false information to the County by claiming to be her deceased mother's landlord. As a result, the County issued rental assistance monies payable to Applicant 2 and mailed a food assistance card to Applicant 1's address. Those payments are identified costs.

The allegation is supported.

Allegation (2):

Applicant 2 submitted false information to the County in support of her rental assistance applications.

Governing Directives:

Palm Beach County CARES Act - Coronavirus Relief Fund Rental, Utilities, and Food Assistance Program application and program guidelines; Palm Beach County Emergency Rental Assistance Program (ERA-1 and ERA-2) application and program guidelines.

Finding:

The information obtained **supports** the allegation.

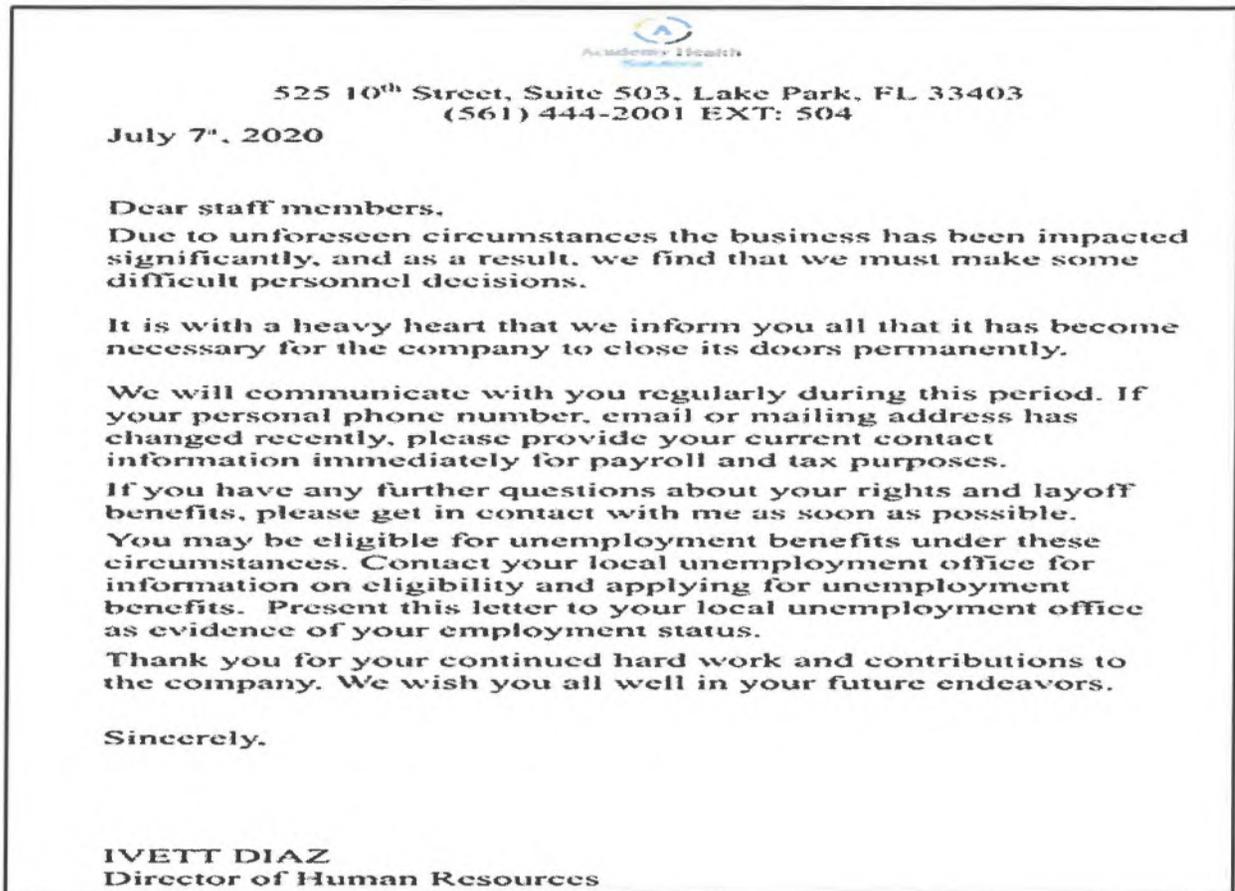
Applicant 2's Assistance Applications

Applicant 2 submitted four applications to the County, each for rental, home energy, and food assistance, and each listed her rental address as [REDACTED], Lake Park FL, 33403, the same address listed as Applicant 2's Company's business address.⁷

Loss of Employment Letter

For all four applications, Applicant 2 submitted an unsigned loss of employment letter dated July 7, 2020 from Academy Health Solutions, 525 10th Street, Suite 503, Lake Park, FL 33403.

⁷ In applications 27515, 42621, 45755, and 65764, the address includes Apt A2 in the residential address line, although in some applications it is not included in the mailing address line.



An OIG search of criminal arrests in Palm Beach County shows that on July 2, 2020, the three principals of Academy Health Solutions were arrested for violating the State of Florida patient brokering law involving 20 or more patients, and for money laundering of \$100,000 or more.

Interview of Academy Health Human Resources Director Ivett Diaz

Ms. Diaz told the OIG that she worked for Academy Health and provided employees with loss of employment letters when the business was shut down. Ms. Diaz was shown the letter submitted by Applicant 2 with her assistance applications, and confirmed its authenticity. Ms. Diaz did not personally tell any employees that the business shut down because of COVID-19; however, supervisors verbally informed employees that Academy Health shut down because of COVID-19. Ms. Diaz stated that the real reason Academy Health closed was because of the arrest of its owners. Ms. Diaz stated that Applicant 2 started working for Academy Health on August 16, 2018 and worked for the company for almost two years before her layoff.

Lease

Applicant 2 submitted the same lease agreement with applications Nos. 27515, 42621, and 45755. The lease agreement shows a lease term beginning on January 1, 2020 and

ending December 31, 2020, and lists [REDACTED] and Applicant 2 as tenants, and the [REDACTED] as the landlord for the property. The monthly rent amount listed on the lease is \$1,051.00.

(FOR A TERM NOT TO EXCEED ONE YEAR)
(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. RISK (R) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES. CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

TERM AND PARTIES. This is a lease ("the Lease") for a period of 12 months the "Lease Term" beginning 01/01/2020 and ending 12/31/2020 between [REDACTED] and [REDACTED]. In the Lease, the party, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant."

PROPERTY RENTED. Landlord leases to Tenant unit no. * A2 in the building located at [REDACTED] known as [REDACTED] Lake Park Florida 33403 together with the following furniture and appliances:

(List all furniture and appliances. If none, write "none.") In the Lease the property leased, including furniture and appliances, if any, is called "the Premises."

COMMON AREAS. Landlord grants to Tenant permission to use, along with others, the common areas of the building and the development of which the Premises are a part.

RENT PAYMENTS AND CHARGES. Tenant shall pay rent for the Premises in installments of \$ 1,051.00 each on the 1st day of each month. (A "Fixed Installment Period," as used in the Lease, shall be a month if rent is paid monthly and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$ _____ for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$ _____. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

Landlord / Tenant (circle one) shall pay the common area maintenance fees attributable to the Premises during the Lease Term. Such fees are \$ _____ per month / quarter (circle one) and are payable at the following address: NA. Failure by Tenant to pay any such fees that are Tenant's obligations shall be a default in payment of rent.

The Lease Payments must be paid ~~to Landlord~~ (circle one) beginning 1/1/20

IN REQUEST OF THE LANDLORD, please file following information: SECTION 275 - Rental of a unit may include the following: gas, heat, and electric, water, and sewer, and other utilities, and other services from time to time, and the expense of such services shall be borne by the tenant. If you are a landlord, you must file this information with the County Clerk's Office by 05/31/2022.

1. Name of the person named as the landlord in the lease: _____

2. Name of the person named as the tenant in the lease: _____

3. Name of the person named as the landlord in the lease: _____

4. Name of the person named as the tenant in the lease: _____

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99. Name of the person named as the landlord in the lease: _____

100. Name of the person named as the tenant in the lease: _____

Application 27515

County records show that Applicant 2 submitted application No. 27515 for County assistance on August 19, 2020, requesting \$1,100 in rental assistance for the month of August 2020. Applicant 2 listed the landlord's name as "Anthony" and provided her own phone number and email address for both the landlord and the tenant. She also listed the landlord's address as the same as the tenant's address without the unit number. Applicant 2's landlord submitted a Balance Statement indicating that Applicant 2 owed \$1,051 for the month of August 2020 and \$150 in late fees for June through August 2020, for a total of \$1,201. She attached a lease for the term January 2020 to December 2020.

Services Requested	
<input checked="" type="checkbox"/>	Electric Bill
<input checked="" type="checkbox"/>	Rental Payment
<input checked="" type="checkbox"/>	Food

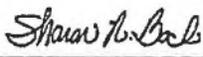
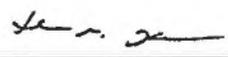
Additional Questions - Rental Assistance	
What is the Rent Due Date? *	08/05/2020
What is your Landlord's Name? *	Anthony
What is your Landlord's Address? *	[REDACTED]
What is your Landlord's Email Address? *	[REDACTED]
What is your Landlord's Phone Number? *	[REDACTED]
What is your Monthly Rent Amount? *	\$1,100.00
Are you currently receiving section 8 or any federal housing subsidies? *	No
Did you receive a Rental Late or Eviction Notice? *	Yes
Have you received an eviction notice (issued after 3/15/2020) caused by the COVID-19 pandemic? *	No
What is the Rental Past Due Start Date? *	08/03/2020
What is the Rental Past Due End Date? *	08/04/2020
What is the Rental Past Due Amount Requested? *	\$1,000.00

Additional Questions - Home Energy Assistance	
What is the Electric Bill Due Date? *	08/03/2020
What is the Electric Company's Name? *	FLORIDA POWER AND LIGHT (FLOR0703)
What is the Electric Company Account Number? *	0822687364
Did you receive an Electric Bill Late Notice? *	Yes
What is the Electric Bill Due Start Date? *	07/08/2020
What is the Electric Bill Due End Date? *	08/04/2020
What is the Electric Bill Due Amount Requested? *	\$100.00
Is your Electric Bill in a household member's name? *	Yes
Is the Electric Bill in your name? *	Yes

In this application, Applicant 2 attested that her income loss was due to COVID-19. In the Declaration of Crisis section of the application, she stated "Letter from employer regarding closing down."

Additional Information - Self Attestation
<p>Job/Income Loss (Please check all that apply):</p> <p><input checked="" type="checkbox"/> Declaration of Income Loss Due to COVID-19 (Please explain the situation that prompted the loss of income due to COVID-19): Letter from employer regarding closing down.</p> <p>Print Name:</p>
Supporting Documents

This application was approved for \$1,300.00 in food assistance, \$148.55 in home energy assistance, and \$1,201.00 in rental assistance payable to the [REDACTED].

 BOARD OF COUNTY PALM BEACH COUNTY WEST PALM BEACH, FLORIDA		44-975/612 WELLS FARGO BANK, N.A.	TOTAL: 1,207 CHECK NO.: 00003204247 DATE: 09/29/2020
PAY TO THE ORDER OF One Thousand Two Hundred One And 00/100 Dollars		AMOUNT \$*****1,201.00	
 			
THIS DOCUMENT IS PRINTED IN TWO COLORS; DO NOT ACCEPT UNLESS BLUE AND BLACK ARE PRESENT. PADLOCK LIST SECURITY FEATURES ON BACK.			
@0003204247 @0612097561 2079910006822			
			

Application No. 42621

County records show that Applicant 2 submitted a second application for assistance to the County, seeking rental assistance totaling \$1,200 for September 2020. Applicant 2 provided the same email address for both the landlord and the tenant and listed similar addresses and phone numbers for both the landlord and tenant. A Balance Statement was submitted stating past due rent of \$51 for September 2020, \$1,051 for October 2020, and late fees of \$100 for September and October 2020, for a total amount due of \$1,202. The County approved rental assistance application No. 42621 on November 10, 2020.

In this application, Applicant 2 attested that her income loss was due to the COVID-19 pandemic. In the Declaration of Crisis section of the application, she stated "I lost my job in July and my new job my hours got cut. I'm barely working no major change."

Declaration of Crisis (Please Explain the reason for your Crisis Situation below):

I lost my job in July and my new job my hours got cut .I'm barely working no major change

Application Outcome

Service	Outcome
Electric Bill	Service has been Accepted
Rental Payment	Service has been Accepted

As a result of her submitting this application, the County approved \$150.52 in electric bill assistance, and \$1,202.00 in rental assistance.

 **BOARD OF COUNTY PALM BEACH COUNTY WEST PALM BEACH, FLORIDA**

44-975/412 VELLE FARGO BANK, N.A. CHECK #0 00003211414 DATE 11/10/2020

AMOUNT \$*****1,202.00

PAY TO THE ORDER OF One Thousand Two Hundred Two And 00/100 Dollars

Sharon B. Cook *[Signature]*

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BLACK ARE PRESENT, PADLOCK LIST SECURITY FEATURES ON BACK

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Security Features:
 - Security Features: Not listed, crossed industry guidelines.
 - Bottom Warning Band
 - Chemical Protection
 - Fluorescent Fibers
 - Mobile Filing
 - Four-Pass Watermark
 - Thermochromic Ink

Head sensitive pink bag disappears when exposed to heat by rubbing or burning with thumb.
 The security features listed below, as well as those listed on the back of the bag, are not listed, crossed industry guidelines.
 - Color: Green
 - Printing: Ink
 - Warning band: at bottom of check bag
 - Security Features: Not listed, crossed industry guidelines.
 - Chemical Protection: Not listed, crossed industry guidelines.
 - Fluorescent Fibers: Not listed, crossed industry guidelines.
 - Mobile Filing: Not listed, crossed industry guidelines.
 - Four-Pass Watermark: Not listed, crossed industry guidelines.
 - Thermochromic Ink: Not listed, crossed industry guidelines.
 - Padlock logo: at bottom of check bag
 - Padlock logo: at bottom of check bag
 - Padlock logo: at bottom of check bag

Application 45755

Applicant 2 electronically submitted application No. 45755 on November 6, 2020. Applicant 2 entered the landlord’s email correctly on the application.

In this application, Applicant 2 attested that her income loss was due to COVID-19. In Declaration of Crisis section of the application, she declared "My job shut down in July and I'm not working".

Declaration of Crisis (Please Explain the reason for your Crisis Situation below): *	
My job shut down in July and I'm not working	

Application Outcome	
Service	Outcome
Electric Bill	Service has been Accepted
Rental Payment	Service has been Accepted



OSCARSS APPLICATION: 45755

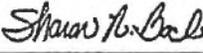


Print Name

11/06/2020

Submitted Date

Applicant 2 received \$76.65 in electric bill assistance. Applicant 2's landlord received \$1,954.00 in rental assistance.

 BOARD OF COUNTY PALM BEACH COUNTY WEST PALM BEACH, FLORIDA		DETACH CHECK HERE		TOTAL: 1,954.00	
		64-975/612 WELLS FARGO BANK, N.A.		CHECK NO. 00003216734 DATE 12/02/2020	
PAY TO THE ORDER OF		One Thousand Nine Hundred Fifty four And 00/100 Dollars		AMOUNT \$*****1,954.00	
					
THIS DOCUMENT IS PRINTED IN TWO COLORS, DO NOT ACCEPT UNLESS BLUE AND BLACK ARE PRESENT, PADLOCK LIST SECURITY FEATURES ON BACK					
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Application No. 65764

Applicant 2 submitted her fourth application on January 27, 2021. The application listed Dyncher Services LLC Property Management, PO Box 9132, West Palm Beach, FL 23419 as the landlord's name and address.

In this application, Applicant 2 attested that her income loss was due to the COVID-19 pandemic. In the Declaration of Crisis section of the application, she stated "I lost my job since July and found a other got fired then unemployment get cut got fired again not full time student with two disabled kids."

Declaration of Crisis (Please Explain the reason for your Crisis Situation below):

I lost my job since July and found a other got fired then unemployment get cut got fired again not full time student with two disabled kids

Application Outcome

Service	Outcome
Rental Payment	Service has been Accepted

 **OSCARSS APPLICATION: 65764** 

Print Name

01/27/2021

Submitted Date

Applicant 2 stated in the application that her monthly rental amount was \$1,550, and that she owed past due rent for November and December 2020 and January 2021. She, however, requested past due rental assistance totaling \$7,100.

A Balance Statement was submitted seeking \$7,100 for past due rent and late fees for October 2020 to January 2021, plus an additional \$300, for August 2020. Applicant 2 had previously been approved for rental assistance, including \$50 in late fees, for August 2020 in her application No. 27515.

... weeks (21 days in California and Wisconsin) from the date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

****Lessee has an Non-Interest bearing ESCROW deposit****
of \$0 Thousand Five Hundred Dollars (\$500.00)

***** for Security Deposit made by Cashier's check, money order or cash.**

30. Additional Terms and Conditions:
The monthly rent is Payable to the Property Management, if not received by the 1st or 2nd of the month to owner as contracted --Dyncher Services, LLC, after the 3rd of the month in the form of Money Order, Cashier's Check, electronic or Cash only in the amount of \$ One Thousand Five Hundred- Fifty Dollars (\$1,550.00) Dollars-per month or N/A hundred (\$ --) per week for W-to-W tenants prepaid the Friday prior to stay. Deposit/last month's rent was not taken. Security was not taken. Tenant agrees to vacate at the end of this agreement, paying for all accrued living expenses. This is a Six (06) Month lease that expires 02/28/2021 with no extension. If tenant become delinquent more than 60 days, this agreement becomes a month to month and any legal action allowed by law shall proceed if delinquency continues. All late fees then also change from \$50.00 to \$150.00 per month.

No pets allowed. No parties over 10 persons without prior HOA approval (if applies) ***Included is See Line 12 ***Disclaimer** Legal action will be taken by Mgt/Agent, Dyncher Services, LLC on behalf of owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written Signed in the presence of

Witness: _____ NA Lessee: _____

Witness: _____ NA Lessee: _____ NA _____

Lessor: _____

Lessor: _____ N/A _____ Syosset, Ny 11791

Agent/Mgt: _____ Dyncher Services *Chris Holman*

Notice. State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

This application was denied by the County.

County Electric and Food Assistance Records

Below images are of County records showing the County issuing Applicant 2's electric and food assistance payments

Mr. Costa stated that only he and the Trust are authorized to accept rental payments for the property.

Mr. Costa was shown all four applications submitted to the County by Applicant 2 for rental assistance. For application No. 27515, Mr. Costa acknowledged that the lease provided in the application along with the signature page for the application was accurate, and that Mr. Costa received a payment of \$1,954.00 from Palm Beach County on December 8, 2020.

Application No. 42621, submitted on October 27, 2020, had the correct landlord name; however, the contact information provided under the address, phone number, and email are not his. Mr. Costa acknowledged signing the Balance Statement submitted to Palm Beach County on October 28, 2020 for this application.

For application No. 45755, Mr. Costa stated that the same Balance Statement was used as in the previous application and that he only signed the paper one time. On this application, the landlord's phone number and the rent amount are again inaccurate. The phone number on the application matches the contact information that Mr. Costa has for the tenant, Applicant 2.

On application #65764, Mr. Costa does not know this company listed as the landlord, Dyncher Services, and stated that they are not authorized to collect rental payments or manage this property or any property that he owns. Mr. Costa does not know Cher Holman, who signed as the landlord on this application.

OIG Attempts to Interview Cher Holman

The OIG made multiple attempts to interview Cher Holman, each time leaving a message for Ms. Holman to contact the OIG. Ms. Holman did not respond to any attempted contacts by the OIG.

OIG Attempts to Interview Applicant 2

The OIG spoke telephonically with Applicant 2 to arrange an interview. Applicant 2 stated that she would call back with a time she was available for interview, but never did so. Thereafter, the OIG emailed, texted, and called Applicant 2 on multiple occasions, but she did not respond to or return any of those messages.

OIG Conclusion

On three of her assistance applications, Applicant 2 attested that her employer was shut down due to the COVID-19 pandemic. While that was not true, there is no evidence that Applicant 2 was aware of the true reason for the business's closure.

On her fourth application, Applicant 2 attempted to obtain funds from the County by making false statements on the application and submitting fraudulent information. She

asserted that Cher Holman of Dyncher Services was the landlord that should receive the assistance payments. In reality, neither Ms. Holman nor Dyncher Services had any relationship to the true property owner landlord, [REDACTED] and Anthony Costa. The County, seeing the discrepancy between the first three applications and the fourth, did not issue a payment for that application.

The allegation is supported.

IDENTIFIED, QUESTIONED, AND AVOIDABLE COSTS

Identified Costs: \$9,500

ACKNOWLEDGEMENT

The Inspector General's Investigations Division would like to thank the County Community Services Division staff for their cooperation throughout this investigation.

RECOMMENDED CORRECTIVE ACTIONS

We recommend that the County seek reimbursement in the amount of \$9,500 from Applicant 2.

RESPONSE FROM MANAGEMENT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, the County was provided the opportunity to submit a written explanation or rebuttal to the findings as stated in this Investigative Report within ten (10) calendar days. Their written response is as follows:

The County concurs with the IG recommendation included in Investigative Report 2022-0001. The Community Services Department will seek reimbursement for \$9,500 issued to the subject(s) named in this investigation.

RESPONSE FROM SUBJECT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, Applicant 2 was provided the opportunity to submit a written explanation or rebuttal to the finding as stated in the Investigative Report within ten (10) calendar days.

On March 27, 2024 Applicant 2 telephonically contacted the OIG. A summary of the response she verbally provided is as follows:

Applicant 2 stated that she received the OIG draft report and that while some of it is correct, there were some things she wanted to correct. She stated that Applicant 1 is her mother and was deceased at the time of the Applicant 1's application. Applicant 2 stated that she submitted Applicant 1's application and received the

funding from it, but used the money to pay the rent on Applicant 1's rental unit, which Applicant 2 said she lived in.

Applicant 2 also stated that the denied application in her own name was prepared and submitted by someone that "everyone was using" that she met on social media. Applicant 2 does not know and has never met Ms. Holman. Applicant 2 stated that Ms. Holman was not her landlord when she submitted that application.

On March 28, 2024, the OIG received an email from Applicant 2 that stated:

...i realize i made mistake by giving a stranger info to help me i was depressed and struggling at time. i lost my mom which was my world then my job , behind on bills with 3 kids with no family no help . that's where i messed up at . i just keep paying both locations regardless and trying my best. i'm truly sorry.

This Investigation has been conducted in accordance with the ASSOCIATION OF INSPECTORS GENERAL Principles & Quality Standards for Investigations.