



John A. Carey
Inspector General

OFFICE OF INSPECTOR GENERAL PALM BEACH COUNTY



Inspector General
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and Title V, §501(g)(4)(a)**

Investigative Report

2021-0010

False Information on CARES Act Lake Worth Beach Rental Assistance Applications

March 30, 2022



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INVESTIGATIVE REPORT

DATE ISSUED: March 30, 2022



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FALSE INFORMATION ON CARES ACT RENTAL ASSISTANCE APPLICATIONS

SUMMARY

WHAT WE DID

The Palm Beach County (County) Office of Inspector General (OIG) received a complaint from the Palm Beach 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 the Applicant submitted a rental assistance application to the County requesting that the County send assistance funds to her landlord's agent. However, according to Community Services, the Applicant's Actual Landlord advised the County that she does not have an agent. Further, Community Services indicated that the Applicant had previously applied for and received rental assistance in the amount of \$2,350. The information in the first application differed from the information in the second application.

Based upon our initial review of the Applicant's applications and accompanying documents, the OIG

initiated an investigation of the following allegation:

Allegation (1): The Applicant and the Purported Property Manager provided the County with false information in support of the Applicant's rental assistance applications, one of which resulted in improper grant funding from a County program funded by the CARES Act.

While personal information has been redacted and/or anonymized in this report to comply with state and federal laws, law enforcement authorities and the County have been provided an unredacted version of this report for appropriate follow-on actions.

Our office reviewed the Applicant's rental assistance applications and supporting documents, and the program guidelines. We also interviewed the Actual Landlord, who owned the property the

Applicant rented, and County personnel, and attempted to interview the Applicant and the Purported Property Manager.

WHAT WE FOUND

Allegation (1) is supported. We found that both the Applicant and the Purported Property Manager submitted falsified documents to the County in support of the Applicant's rental assistance applications.

As a result of the Applicant and the Purported Property Manager's actions, the

County approved the Applicant's rental assistance application dated November 15, 2020 and issued the Purported Property Manager a \$2,350 check on December 21, 2020. The inappropriate payment to the Purported Property Manager resulted in Identified Costs¹ of **\$2,350**.

We found sufficient information to warrant referring our findings 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 referral 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 make one recommendation; that the County seek reimbursement of \$2,350 in issued funds.

¹ 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**

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 signed the CARES Act² 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 subsequently expanded its assistance programs to include the CARES Act Coronavirus Relief Fund Rental, Utilities, and Food Assistance Program³.

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

The Program was designed to utilize CARES Act funds to provide 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 the missed rental payments. It also listed the income and asset requirements to qualify for the Program.

² The legislation is the largest economic stimulus package in U.S. history, amounting to 10% of total U.S. gross domestic Product.

³ The Program no longer exists under this title. Community Services currently distributes rental assistance funds under its Emergency Rental Assistance program.

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 form. The balance statement form noted that it 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 application's Acknowledgement section listed 13 certifications, affirmations, and acknowledgements. Applicants were required to affirm these statements by digitally checking a box next to each one.

Included among those statements were the following:

- This application is a result of a Temporary Loss of Income due to the current Corona-virus (COVID-19) outbreak.
- 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 digital signature.

Community Services assigned applications it received to a Community Services reviewer. The reviewer checked to ensure the application submitted all required information and that there were no discrepancies. 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 income 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. Upon the approval of an application for rental assistance, the County sent the application to the County Clerk & Comptroller's Office for payment processing. The County Clerk & Comptroller's Office

paid funds directly to the applicant’s landlord. In order to be paid, the landlord had to register as a vendor with the County. If not already registered, the County sent the landlord an electronic link to a portal to complete the vendor registration process.

ALLEGATIONS AND FINDINGS

Allegation (1):

The Applicant and the Purported Property Manager provided the County with false information in support of the Applicant’s rental assistance applications, one of which resulted in improper grant funding from a County program funded by the CARES Act.

Governing Directives:

Palm Beach County CARES Act - Coronavirus Relief Fund Rental, Utilities, and Food Assistance application and program guidelines.

Finding:

The information obtained **supports** the allegation.

The Applicant’s First Rental Assistance Application

County records show the Applicant electronically signed and submitted her first rental assistance application #48925 to the County on November 13, 2020. The County returned the application and requested additional information. The Applicant resubmitted her application on November 15, 2020. The Applicant listed her address in Lake Worth Beach, FL, and her Actual Landlord⁴ as the landlord. She listed her monthly rent payment as \$750.00. Per the review log, the County processed the application on November 17, 2020.

Additional Questions - Rental Assistance	
What is the Rent Due Date?	10/01/2020
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?	\$750.00
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?	10/01/2020
What is the Rental Past Due End Date?	11/30/2020
What is the Rental Past Due Amount Requested?	\$1,500.00

Prior to approval of the Applicant’s first Rental Assistance application, the Purported Property Manager registered with the County as a vendor to enable payment of rent as

⁴ The Actual Landlord’s name was misspelled by the Applicant.

that address' property manager in November of 2020. This registration was done solely as a part of the rental assistance process and was tied to the Applicant's application. County vendor records reflected this registration as:

VS0000018591	[REDACTED]
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Balance Statement Submitted with Application #48925

The Balance Statement attached to the OSCARSS application was dated November 13, 2020, and showed a total of \$1,600.00 in past due rent, including late fees, for October and November 2020. The document purports to have been signed by the Actual Landlord.

Palm Beach County COMMUNITY SERVICES Balance Statement (Completed by Landlord/Property Manager)

Tenants Name (Print) [REDACTED]

Tenant Address Lake Worth, FL 33460

Total balance (Rent + Late Fees + Court Cost) owed by the tenant: \$ 1,600

Monthly arrears:

Example: Month <u>April 2011</u>	\$ <u>1000</u>	Late Charges <u>\$50</u>
Month <u>October</u>	\$ <u>750</u>	Late Charges <u>50</u>
Month <u>November</u>	\$ <u>750</u>	Late Charges <u>50</u>
Month _____	\$ _____	Late Charges _____
Month _____	\$ _____	Late Charges _____
Month _____	\$ _____	Late Charges _____

Attorney Fees: \$ _____ Court Cost \$ _____

[REDACTED]

Landlords Name (Print) [REDACTED] Signature [REDACTED] Date 11/13/2020

Lease Submitted with Application #48925

The Applicant submitted her application with a "Month-To-Month Lease Agreement" dated May 1, 2020 between the Actual Landlord and her. The lease specifies a monthly rent of \$750, and also states that "The Landlord does not have an Agent or Manager". The lease was not signed.

MONTH-TO-MONTH LEASE AGREEMENT	
<p>This Agreement, dated May 1 2020, by and between an individual known as [REDACTED] Lake worth Beach, Florida, 33460, hereinafter known as the "Landlord",</p>	
<p>AND</p>	
<p>An individual known as [REDACTED] hereinafter known as the "Tenant(s)", agree to the following:</p>	
<p>OCCUPANT(S): The Premises is to be occupied strictly as a residential dwelling with only the Tenant(s) mentioned above as the Occupant(s).</p>	

Property Records for the Rental Address in Lake Worth, Florida

The Palm Beach County Property Appraiser's online database shows that the Actual Landlord owned [REDACTED] in Lake Worth Beach, FL from May 2005 until April 2021.

County Communication with the Purported Property Manager

A Community Services employee noticed that the landlord named in the Applicant's application did not match the name of the vendor registered to receive payment for that application. On December 14, 2020 a Palm Beach County Housing Specialist sent an email to the Purported Property Manager to clarify his involvement. It stated, in part:

... The lease lists the following name as the landlord: [REDACTED] ... the following name was registered as the vendor that is to receive the payment: [REDACTED] [REDACTED] please advise how these two names are related and if you are the property manager/etc. would you please forward a listing/management agreement/etc.

On December 15, 2020, the Purported Property Manager replied via email which stated, in part:

... This is owner/property manager relationship. The property manager [REDACTED] collects rent from the tenants and keeps up on daily operations in exchange for free rent. Most tenants use a wire transfer service such as zelle. In the event a tenant does pay with a check it is to be made payable to [REDACTED] I attached our original agreement from 2014...

The Purported Property Manager attached to his email a "Property Management Agreement" between the Actual Landlord and the Purported Property Manager. The agreement listed the Purported Property Manager as the property management agent. This agreement stated that the property management agent's responsibilities included:

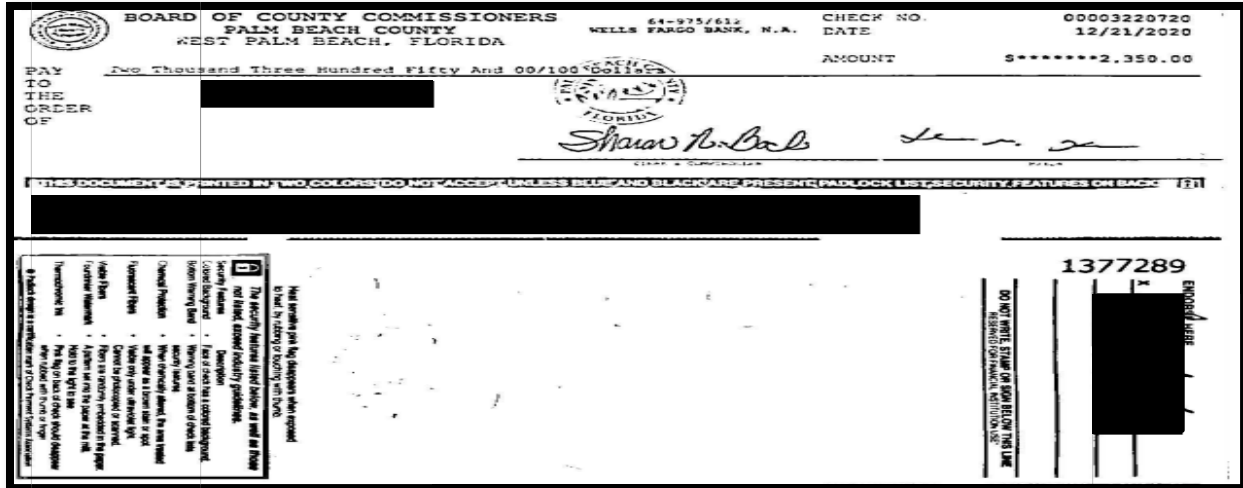
- “To rent and lease as well as operate the property. If security deposit be made by check be payable to [REDACTED]”
- “To collect rent and monies applicable from potential tenants in due time. Acceptable forms of payment cash, money order, electronic payment zelle or check *must be made payable to [REDACTED]”

<u>PROPERTY MANAGEMENT AGREEMENT</u>		
<u>PARTIES</u>		
This Property Management Agreement is entered into on <u>May 1, 2014</u> by [REDACTED] with an address of [REDACTED] Lake Worth, 33460, and [REDACTED] with an address of [REDACTED] Lake Worth, FL, 33460		
<u>GENERAL</u>		
Hereby, the Owner exclusively appoints the Agent to manage the property that is located at [REDACTED] Lake Worth, FL, 33460 .		
The Agent hereby accepts such responsibility and agrees to manage the property aforementioned.		
The Owner agrees to pay the fees (No cost rent) associated with the services that the Agent will provide when managing the aforementioned property.		
<u>THE RESPONSIBILITIES OF THE AGENT</u>		
To rent and lease as well as operate the property. If security deposit made by check be payable to [REDACTED]		
To collect rent and monies applicable from potential tenants in due time. Acceptable forms of payment cash, money order, electronic payment zelle, or check *must be made payable to [REDACTED]		
However, the Agent will not bear the responsibilities of the potential tenants in case of refusal of payment or other.		
To provide a monthly accounting report of rents received as well as any other applicable incomes, monies or sums to the Owner by the 5th of each month.		

On December 16, 2020, the County forwarded the Purported Property Manager's email along with the Property Management Agreement to the County finance department.

Payment to the Purported Property Manager

On December 21, 2020, County issued check number 00003220720, in the amount of \$2,350.00 to the Purported Property Manager for rent assistance, including late fees, for October, November, and December 2020. The Purported Property Manager endorsed the check and deposited it in a Wells Fargo account on December 31, 2020.



The Applicant's Second Rental Assistance Application

The Applicant electronically signed and submitted rental assistance application #64717 to the County for \$2,400 in assistance on January 22, 2021. The Applicant again listed her address in Lake Worth Beach, FL, and her landlord as the individual who had previously been identified as the property manager. The Applicant listed her monthly rent payment as \$800.00. She provided an email address of [REDACTED] as her landlord.

Additional Questions - Rental Assistance	
What is the Rent Due Date? *	02/01/2021
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? *	\$800.00
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? *	12/01/2020
What is the Rental Past Due End Date? *	03/01/2021
What is the Rental Past Due Amount Requested? *	\$2,400.00

Balance Statement Submitted with Application #64717

The Balance Statement attached to the OSCARSS application #64717 was dated January 23, 2021, and showed a total of \$2,500.00 in past due rent and late fees for December 2020 through February, 2021. The document was purportedly signed by the Purported Property Manager.

Palm Beach County COMMUNITY SERVICES **Balance Statement**
 (To be completed by Landlord/Property Manager)

Tenants Name (Print) [REDACTED]

Tenants Name (Print) [REDACTED]

Address: [REDACTED]
 Lakeworth Fl
 33460

Total balance (Rent + Late Fees + Court Cost) owed by the tenant: \$ 2500

Monthly arrears:

Example: Month	April 2011	\$ 1000	Late Charges	\$50
Month	Dec 20	\$ 800	Late Charges	50
Month	Jan 21	\$ 800	Late Charges	50
Month	Feb 21	\$ 800	Late Charges	
Month		\$	Late Charges	
Month		\$	Late Charges	

Attorney Fees: \$ _____ Court Cost \$ _____

Landlords Name (Print) [REDACTED] Signature [REDACTED] Date 1/23/21

Lease Submitted with Application #64717

The Applicant submitted a "Month-to-Month Lease Agreement" for the address in Lake Worth Beach, FL with this application. The lease was dated April 1, 2020 - one month earlier than the Month-to-Month Lease attached to her prior application for rent assistance, and listed the Purported Property Manager as Landlord.

MONTH-TO-MONTH LEASE AGREEMENT

This Month-To-Month Lease Agreement (hereinafter referred to as the "Agreement"), dated 04/01/2020, is made and entered into by and between [REDACTED] (hereinafter referred to as the "Landlord"), whose address is [REDACTED] Lake Worth Beach, Florida 33460 and contact number is [REDACTED] (hereinafter referred to as the "Tenant"), whose current home address is [REDACTED] Lake Worth Beach, Florida 33460 and contact number is [REDACTED]

PREAMBLE:

WHEREAS, the Landlord is the owner or manager of the real estate property located at [REDACTED] Lake Worth Beach, in the County of Palm Beach in the State of Florida with the ZIP code of 33460 (hereinafter referred to as the "Premises"); and

WHEREAS, the Landlord has the authority, ability and desire to rent the above-mentioned Premises on a month-to-month basis to the Tenant; and

WHEREAS, the Tenant wishes to rent the above-mentioned Premises from Landlord under the terms and conditions stated in this Agreement;

NOW, THEREFORE, in consideration of all of the mutual promises and covenants set forth herein, the Landlord and Tenant agree as follows:

County Communications with the Actual Landlord

A Community Services Casework Supervisor contacted the Actual Landlord via Facebook messenger on January 29, 2021, to confirm whether the Purported Property Manager was her agent and authorized to receive rental payments on the Actual Landlord's behalf. The Actual Landlord responded that she did not have an agent. The Casework Supervisor provided the OIG with a copy of the messenger conversation she had with the Actual Landlord.

<p>January 29</p> <p>Jan 29, 2021, 11:17 AM</p> <p>You sent January 29</p> <p>hello i work for Palm Beach County Division of Human Services. I am processing a rental assistance application for [REDACTED]. The Palm Beach County Property Appraiser lists you as the owner, but she provided a lease signed by [REDACTED] stating he was acting as your agent. there was a previous payment made to [REDACTED] as well. Could you please advise if this is true? You can call me at work at 561-996-1605. Thank you. Oh, my name is Sammie</p>		
<p>January 30</p> <p>Jan 30, 2021, 2:03 PM</p> <p>[REDACTED] sent January 30</p> <p>Hi, I don't have an agent. Please let me know you got this message. I don't want anyone misrepresenting me. I'm upset about this. Thank you [REDACTED] You can now call each other and see information like Active Status and when you've read messages.</p>		
<p>January 30</p> <p>Jan 30, 2021, 4:54 PM</p> <p>You sent January 30</p> <p>Hello. Something told me that the application seemed fishy. Is [REDACTED] your tenant? May I use your phone number to call you Monday from my office?</p>		
<p>[REDACTED] sent January 30</p>		

Disposition

The OSCARSS application log shows the application's status as denied on February 1, 2021. The log shows an entry on January 31, 2021 indicating that the Actual Landlord did not complete any documentation to request a rental payment.

OIG Interview of the Actual Landlord

The Actual Landlord told the OIG that the Applicant contacted her in November 2020 and provided a link for the Actual Landlord to register as a vendor with Palm Beach County to receive rental payments through the County's rental assistance program. The Actual Landlord informed the Applicant that she would not register because the Applicant's rent was not past due. The Actual Landlord stated that the Applicant was not behind on rent during any of the months covered by the application. The Applicant tried to convince the Actual Landlord to sign the application anyway, and apply the payment towards the next three months' rent, but the Actual Landlord would not do so.

The Actual Landlord stated that a Community Services employee contacted her in January 2021 to confirm whether the Purported Property Manager was her agent. The Actual Landlord told Community Services that she never had an agent, and that she did not sign any of the supporting documents submitted with the Applicant's applications. The

Actual Landlord said that the Purported Property Manager was living with the Applicant at the rental address in Lake Worth.

The Actual Landlord confirmed to the OIG that she did not have an agreement with the Purported Property Manager to represent her as her agent. When the OIG showed the Actual Landlord a copy of the Property Management Agreement submitted to the County with the Applicant's first application, the Actual Landlord stated that the signature on the agreement was not her signature.

The OIG showed the Actual Landlord a copy of the unsigned Month-to-Month Lease Agreement the Applicant submitted to the County with application #48925. The Actual Landlord stated "No, this was not my lease." The Actual Landlord did not recall having a signed lease agreement with either the Applicant or the Purported Property Manager. The OIG also showed the Actual Landlord a copy of the Balance Statement the Applicant submitted to the County with that same application, which appeared to be signed by the Actual Landlord and the Actual Landlord advised that the signature on the agreement was not her signature.

The Actual Landlord stated the Applicant's rent was either \$700 or \$750 per month. The Actual Landlord said she did not receive any funds directly from the County as a result of the Applicant's application.

The Actual Landlord also provided an emailed transcription of text messages that she said occurred in November 2020 between the Applicant and her. That transcript stated, in part:

The Applicant: I finally got accepted for rental assistance...It's a check and it's issued to you...I just need to meet up with you to have you sign a sheet and submit a quick document... you just register as a vendor...

The Actual Landlord: I can't register for something I'm not...

The Actual Landlord: I just received message asking me to confirm the Purported Property Manager as my agent for the property...I...let them know that... I never had an "agent"...

The Applicant: I believe they meant tenant.... This new round goes directly to the applier without you needing to approve it

The Actual Landlord: No, that's not what they meant... This is wrong and I don't have an agent...

The Applicant: "Renters do not need to disclose their landlord's information to apply for a housing grant... This is not wrong..."

OIG Interview of the Applicant

The OIG spoke telephonically with the Applicant to schedule an interview. The Applicant stated that she currently lives in another state, and agreed to be interviewed on July 12, 2021. On July 9, 2021, The Applicant advised the OIG via email:

I'm a little apprehensive of any and all of this. When I got my rental assistance I did it through that email that went out for help getting through the process. I paid the [sic] 100\$ fee and did get the check like he said but weeks later mine and my roommates accounts got hacked and drained. So if this is some sort of scam I do not wish to participate in any of it.

On July 12, 2021, the Applicant emailed the OIG and requested to reschedule the interview. The interview was rescheduled for July 21, 2021, but the Applicant did not appear for the interview.

OIG Interview of the Purported Property Manager

The OIG made multiple attempts to schedule an interview with the Purported Property Manager, but he did not respond.

Conclusion

The Applicant submitted two applications for rental assistance attesting that she provided accurate information to the County. She did not provide accurate information. According to the Actual landlord, the month-to-month lease the Applicant attached to application #48925 was not a true and correct lease. Additionally, the Actual Landlord told the OIG that the signature on the Balance Sheet the Applicant submitted with the application was not the Actual Landlord's signature.

The Actual Landlord also stated to the OIG that the "Property Management Agreement" the Purported Property Manager submitted to the County in support of the Applicant's first application was fabricated. Based upon our investigation, we determined that the Purported Property Manager falsely represented himself as the Actual Landlord's agent or property manager.

As a result, the County issued a \$2,350 check to the Purported Property Manager for the Applicant's rent. That check was issued because of the false statements of the Applicant and the Purported Property Manager. The Applicant and the Purported Property Manager attempted to collect an additional \$2,400 in County rental assistance with a subsequent application.

The allegation that the Applicant and the Purported Property Manager provided false information in the Applicant's rental assistance applications to the County is **supported**.

IDENTIFIED, QUESTIONED, AND AVOIDABLE COSTS

Identified Costs: \$2,350.00

ACKNOWLEDGEMENT

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

RECOMMENDED CORRECTIVE ACTIONS

The OIG recommends that the County seek reimbursement of \$2,350.00 of inappropriately issued funds.

RESPONSE FROM MANAGEMENT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, the Community Services Department 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 2021-0010. The Community Services Department will seek reimbursement of the \$2,350 issued to the subjects named in this investigation.

RESPONSE FROM THE APPLICANT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, the Applicant was provided the opportunity to submit a written explanation or rebuttal to the finding as stated in this Investigative Report within ten (10) calendar days. The OIG did not receive a response.

RESPONSE FROM THE PURPORTED PROPERTY MANAGER

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, the Purported Property Manager was provided the opportunity to submit a written explanation or rebuttal to the finding as stated in this Investigative Report within ten (10) calendar days. The OIG did not receive a response.

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