



John A. Carey
Inspector General

OFFICE OF INSPECTOR GENERAL PALM BEACH COUNTY



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

Investigative Report

2022-0010

False Information on Palm Beach County Emergency Rental Assistance Program Royal Palm Beach Applications

August 9, 2023



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INVESTIGATIVE REPORT 2022-0010

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FALSE INFORMATION ON PALM BEACH COUNTY EMERGENCY RENTAL ASSISTANCE ROYAL PALM BEACH 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 [REDACTED] s (Applicant) applications to the County Emergency Rental Assistance (ERA) program. Community Services alleged Applicant owned the company listed as her landlord in her rental assistance application. Community Services further alleged that the lease Applicant submitted with her applications was false, which resulted in her company, [REDACTED] (Applicant's Company) receiving \$12,300.00 for her first application. Community Services did not approve Applicant's second rental assistance application.

Based upon our initial review of the complaint and Applicant's applications and accompanying documents, the OIG initiated an investigation of the following allegation:

Allegation (1): The Applicant directed the creation of documents with misrepresentations for her rental assistance applications, which resulted in improper grant funding from a County program.

Our office reviewed Applicant's rental assistance applications, supporting documents, publicly available records relating to Applicant's Company, and the program guidelines. We also interviewed Applicant, the individual she listed as her landlord, the individual that she identified as the owner of Applicant's Company, and Community Services personnel.

WHAT WE FOUND

Allegation (1) is supported. We found that Applicant directed the creation of documents with misrepresentations that were submitted to the county in order to secure funding from the County's rental assistance program.

As a result of her actions, the County approved Applicant's assistance application No. 104459 dated December 10, 2021 and issued payment of \$12,300.00 to Applicant's Company. The County also issued a water assistance payment of \$96.91 to Palm Beach County Water Utilities Department and an electric assistance payment of \$839.25 to Florida Power & Light Co. The total payments

resulted in Identified Costs¹ of **\$13,236.16**. After the OIG initiated its investigation, Applicant returned \$3,050.00 to the County.

We do not believe she directed Applicant's Company to purchase the property nor did she move into the property owned by Applicant's Company in order to defraud the government. According to Applicant, the County reviewer was aware that her name appeared on corporate filings for the

company that owned the property where she lived when the County reviewed and approved her first application. However, the documents the Applicant submitted in support of her application contained misrepresentations.

WHAT WE RECOMMEND

The County should consider seeking reimbursement.

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

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) and 2 (as established by section 3201 of the American Rescue Plan Act of 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 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.
[Emphasis added]

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 from the landlord. 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 statements by digitally checking a box next to each one.

The Acknowledgement section for applications No. 104459 and 115035 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 digital signature. Palm Beach County's Emergency Rental Assistance Program webpage page with Frequently Asked Questions stated the following,

This program is for rental and utility assistance for **renters only**. Resources for home owners financially impacted by the COVID-19 pandemic are not covered with this funding.²

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. Returning an application removed the checks in the boxes next to the acknowledgements and removed the name from the signature line. The applicant had to re-check the acknowledgements and re-type the name on the signature line before re-submitting it with all required information. 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. Upon the approval of an application for rental assistance, the County sent notice of approval and a request for payment to the County Clerk & Comptroller's Office for payment processing.

Property Records for [REDACTED]

Applicant submitted rental assistance application number 104459 to the County on November 30, 2021, and listed her address as [REDACTED] Royal Palm Beach, FL. The Palm Beach County Property Appraiser's online database shows that Applicant's Company, owned the property located at [REDACTED] Royal Palm Beach, Florida from June 1, 2021 until April 2022. Applicant's Company purchased the property for \$540,000.00. The warranty deed for Applicant's Company's purchase of the property was recorded in the Palm Beach County Public Records at [REDACTED]. Applicant's Company sold the property in April 2022 for \$705,000.00.³

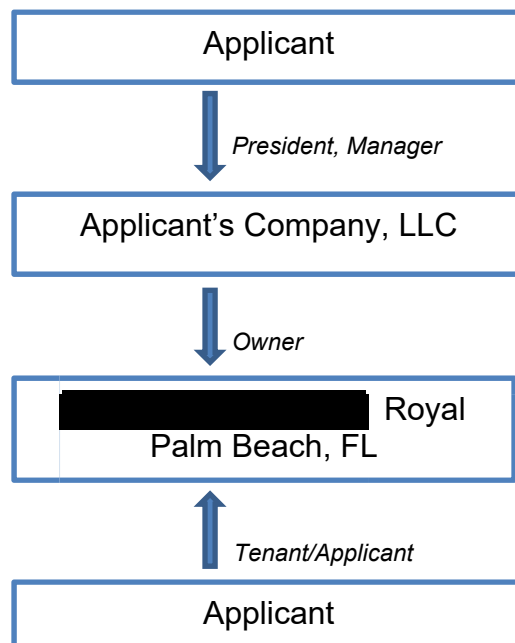
² The website made no reference to renters who held a legal or beneficial interest, in whole or in part, in a third party entity that owned the rental property.

³ The Warranty Deed is linked in the Public Records at [REDACTED] to a Limited Liability Company Affidavit reflecting Applicant as the Manager of Applicant's Company. The Affidavit was recorded in April 2022, after the date that Community Services denied Applicant's second application for assistance.

Applicant's Company

Applicant's Company's Articles of Organization were filed with the Florida Secretary of State on August 2, 2012, listing Applicant as the Manager and Registered Agent. In 2015, Applicant listed her name as [REDACTED] on Applicant's Company's annual report. In Applicant's Company's 2016 annual report, both Applicant [REDACTED] and [REDACTED] were listed as President. On the 2018 annual report, Applicant [REDACTED] was listed as the sole company president. On the 2019 annual report, Applicant's name was listed as [REDACTED]. In May 2021, Applicant's Company filed Articles of Amendment to its Articles of Organization removing Applicant as the president and listing her as the company's sole manager.

Other than Mr. [REDACTED] Applicant has been the only person listed as an officer or manager of the company in its annual reports. The members⁴ of the limited liability company were not identified in the filings with the Secretary of State. Applicant was listed as the president of Applicant's Company at the time of the purchase of the property and as its manager at the time of the sale of the property.



ALLEGATION AND FINDING

Allegation (1):

Applicant directed the creation of documents with misrepresentations for her rental assistance applications, which resulted in improper grant funding from a County program.

⁴ A limited liability company is an entity distinct from its members. An "Interest holder" of an LLC is a "member."

Governing Directives:

Palm Beach County Emergency Rental Assistance Program application and program guidelines.

Finding:

The information obtained **supports** the allegation.

Applicant's First Rental and Utility Assistance Application

Applicant electronically signed and submitted rental assistance application number 104459 to the County on November 30, 2021. Applicant listed her address as [REDACTED] [REDACTED] Royal Palm Beach, FL, and her landlord as Mona Jeanty. She listed her monthly rent payment as \$3,000.00, and requested assistance for past due rent for October 2021 through December 2021 and future rent for January 2022, for a total of \$12,300.00, including late fees of \$300.00. Applicant also requested utility assistance in the amount of \$454.00 for electric, \$10.00 for gas, and \$97.00 for water.

Applicant answered a question under the ERA Eligibility Requirement Details in the application regarding whether she rented or owned the property as follows:

Do you Own or Rent the home you live in? *	<input type="text" value="Rent"/>
---	-----------------------------------

Applicant submitted with application No. 104459, an undated letter purporting to be from Applicant's Company and a Residential Lease Agreement between Mona Jeanty and Applicant dated June 1, 2021.

Although the Residential Lease is dated June 1, 2021, Article 1- Term of the lease reflects a typographical error in that it states "the lease term begins on 06/01/2022.... and shall terminate at 12 o'clock midnight on 05/31/2022." Applicant and Ms. Jeanty's signatures appear on the last page of the lease. Ms. Jeanty is listed as landlord.

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement" or the "Lease") is made and entered into on 06/01/2021, by and between Mona Jeanty (hereinafter referred to as "LANDLORD") and [REDACTED] (hereinafter referred to as "TENANT"). No other tenants are allowed without the written consent of the LANDLORD, or the execution of a new lease agreement.

PREAMBLE:

WHEREAS, the LANDLORD is the proprietor of the real estate property located at [REDACTED] Palm Beach, Florida 33411 in Palm Beach County (hereinafter referred to as the "Premises"); and

WHEREAS, the LANDLORD wishes to lease the Premises to the TENANT upon the terms and conditions contained in this Agreement; and

WHEREAS, the TENANT wishes to lease the Premises from the LANDLORD upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - TERM

The lease term begins on 06/01/2022 (hereinafter referred to as the "Commencement Date"), and shall terminate at 12 o'clock midnight on 05/31/2022. The TENANT shall vacate the premises upon termination of the Agreement, unless (i) the LANDLORD and the TENANT have agreed to extend this Agreement or have signed a new lease agreement; (ii) the LANDLORD accepts further rent from the TENANT (other than past due rent), in which case a month-to-month tenancy shall be created which either party may terminate by a thirty (30) day written notice. In the event a month-to-month tenancy results, rent shall be at a rate agreed to by the LANDLORD and the TENANT, or as allowed by law; all other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE II - PAYMENTS

"Rent" shall mean all monetary obligations owed by the TENANT to the LANDLORD under the terms of this Agreement, except for the security deposit, if any.

Amount: The total monthly rent for the duration of this Agreement is the sum of \$3,000.00 per month.

Due Date: Rent is payable by the First day of each month and shall be considered late 5 days after aforementioned date. The first and last month's installments are to be paid upon the execution of this Agreement.

Commencement Date: Rent for the period beginning on the Commencement Date is due no later than seven (7) days prior to such date. All other payments are to be paid as set forth above.

Payment Information: All rent payments due under this Agreement shall be made directly to the LANDLORD at LANDLORD's address listed here: PO Box 641005, North Miami Beach, Florida 33164 or any other location subsequently specified by the LANDLORD in writing to the TENANT, on or before its due date and without demand. If any payment is returned for non-sufficient funds, stop payment, or account closure by the TENANT's bank, the LANDLORD may charge appropriate fees, as detailed in the Late Charge Section below.

ARTICLE III - DAMAGE TO PREMISES & INSURANCE

If, by no fault of the TENANT, the Premises are totally or partially damaged or destroyed by fire, earthquake, flood, storm, accident, civil commotion, or other unavoidable cause so as to render the Premises totally or partially uninhabitable, either the LANDLORD or the TENANT may terminate this Agreement by giving the other written notice. Rent shall be prorated on a thirty (30) day period based upon the date the Premises became totally or partially uninhabitable, and the prorated amount shall become the then-current monthly rent until the Premises are returned to their original condition. If the Agreement is not terminated, the LANDLORD shall promptly repair the damage, and the Rent shall be reduced based on the extent to which the damage interferes with the TENANT's reasonable use of the Premises. If damage occurs as a result of an act of the TENANT or the TENANT's guests, only the LANDLORD shall have the right of termination, and no reduction in Rent shall be made.

The TENANT is advised to carry TENANT's own insurance (ie, Renter's Insurance) to protect the TENANT's property from any such loss or damage. The TENANT's or guests' personal property and vehicles are not insured by the LANDLORD against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Nevertheless, the TENANT shall comply with any requirement imposed on the TENANT by the LANDLORD's insurer to avoid: (i) an increase in LANDLORD's insurance premium (or TENANT shall pay for the increase in premium); or (ii) loss of insurance.

AGREED:

As to LANDLORD on 06/01/2021

LANDLORD: Mona Jeanty

Mona Jeanty

(Landlord Signature)

As to TENANT

TENANT: [REDACTED]

(Tenant Signature)

The letter from Applicant's Company had the company's logo, and stated, "This note is to certify that Mona Jeanty is authorized to receive payment on behalf of Applicant's Company." Daphney Altema's printed name appears at the close of the letter.

[REDACTED]

To: Whom it may concern

This note is to certify that Mona Jeanty is authorized to receive payment on behalf of [REDACTED]
Please make checks payable to [REDACTED]

Any questions or concerns may be directed to Daphney Altema at [REDACTED]

Best Regards,
Daphney Altema

Applicant attested that her crisis was Covid-19 related. In the Declaration of Crisis section of the application, she wrote “Divorced and just had a new baby unable to sustain with bill have 4 children. Unemployed only receiving food assistance.”

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

Divorced and just had a new baby unable to sustain with bill have 4 children. Unemployed only receiving food assistance

In the Additional Questions-Self Attestation section of the application, she responded as follows:

OSCARSS APPLICATION: 104459

Additional Questions - Self Attestation

Is your Crisis COVID-19 or NON-COVID Related? *

Crisis is due to Direct or Indirect causes from COVID-19: *

- Reduction or Loss of Income
- Lost Employment
- Qualified for Unemployment
- Increase in Expenses Due to COVID-19
- Caring for or being a High Risk Individual
- Responsible for Caring for Children / Grandchildren at Home
- 30% or More Rent Increase

At Risk of Homelessness or Housing Instability: *


- Rental Eviction Notice
- Currently None of These Apply
- Past Due Rent Notice
- Past Due Utility Notice
- Utility Disconnection Notice

The County returned the application on December 1, 2021, and requested additional information, including proof of Covid-19 crisis and “documentation of who is authorized to collect rent on this property.” Applicant resubmitted her application on December 9, 2021, and the County again returned the application to her for additional documents on December 10, 2021. Applicant resubmitted her application that same date. The County approved the request for utility assistance on December 17, 2021, the request for water assistance on December 18, 2021, and the request for rental assistance on December 23, 2021. The County denied the gas assistance because Applicant did not upload a required past due gas bill justifying the request.

Balance Statement Submitted with Application 104459


Applicant submitted a balance statement dated December 18, 2021⁵ to support her application showing a total of \$12,300.00, including late fees, for past due rent for October 2021 through December 2021, and future rent for January 2022. The balance statement was signed electronically by Ms. Jeanty.

⁵ Applicant did not submit this balance statement with her initial application on November 30, 2021. The Balance Statement was requested after the application’s submission.



**Palm Beach County
COMMUNITY
SERVICES**
Helping People Build Better Communities

Landlord's Balance Statement



Tenants Name: [REDACTED]

Tenants Address:
ROYAL PALM BEACH
FL 33411

Vendor Code: VS0000023919

Vendor Name: [REDACTED]

Vendor DBA: [REDACTED]

Vendor Address:
North Miami Beach
FL 33164-1005

Month	Rent Due	Late Fee	Legal Fee	Total Due
Month 1	October 2021	\$3,000.00	\$100.00	\$3,100.00
Month 2	November 2021	\$3,000.00	\$100.00	\$3,100.00
Month 3	December 2021	\$3,000.00	\$100.00	\$3,100.00
Month 4	January 2022	\$3,000.00	\$0.00	\$3,000.00
Grand Total:				\$12,300.00

I certify that the above information is true and correct and I am authorized to collect rental payments on this property.

I certify that the months requested by my tenant are past due and I have not received rents for the month's listed on this request and/or any future month's rent requested by my tenant will be applied towards the tenant's account

I certify that I will return any Future Rent paid on my Tenant's behalf to Palm Beach County if they vacate my property prior to any Future Rent collected as stated in this Balance Statement.

I certify that the mailing address is correct.

I understand that by signing and submitting this balance statement I am agreeing to accept funds on behalf of the tenant for the property listed above and that in doing so, tenant may remain on the property and no steps will be taken to evict the tenant for the period covered by this rental assistance, whether the received check is cashed or not.

I certify that the tenant and I (the Landlord) are in agreement on lease status.

12/18/2021

Mona Jeanty
Electronically Signed By

Date

Applicant certified that the lease and all information she provided were accurate when she electronically signed, submitted, and resubmitted her rental assistance application.

Payment to Applicant's Company, LLC

On December 28, 2021, the County issued check number 00000003271247 in the amount of \$12,300.00 to Applicant's Company for rental assistance, including late fees.

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

64-333/612
WELLS FARGO BANK, N.A.

CHECK NO. 00003271247
DATE 12/28/2021
AMOUNT \$*****12,300.00

PAY TO THE ORDER OF [REDACTED]

TWELVE THOUSAND THREE HUNDRED AND 00/100 DOLLARS

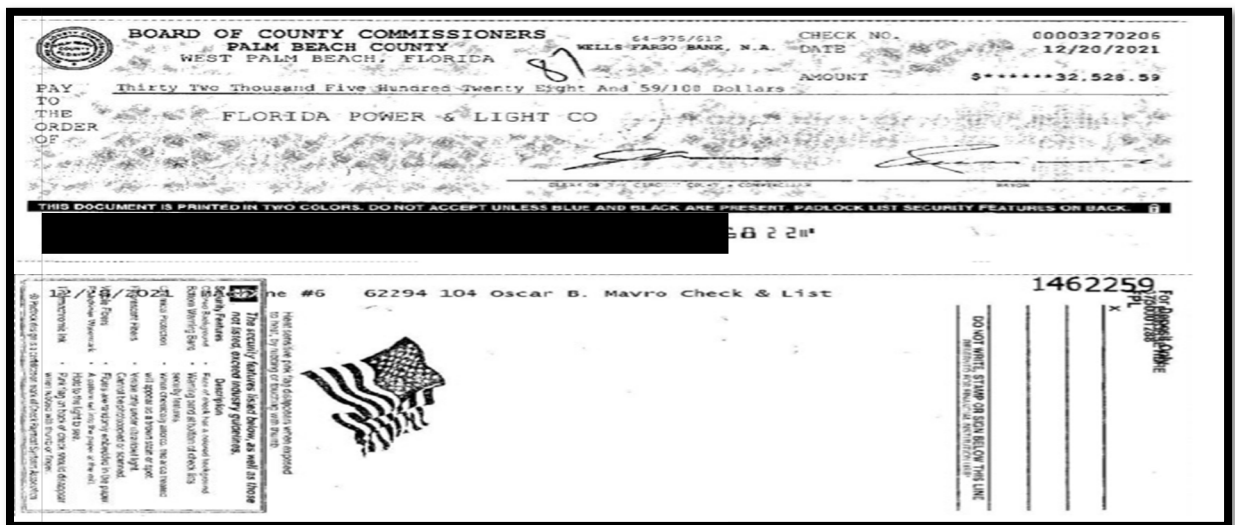
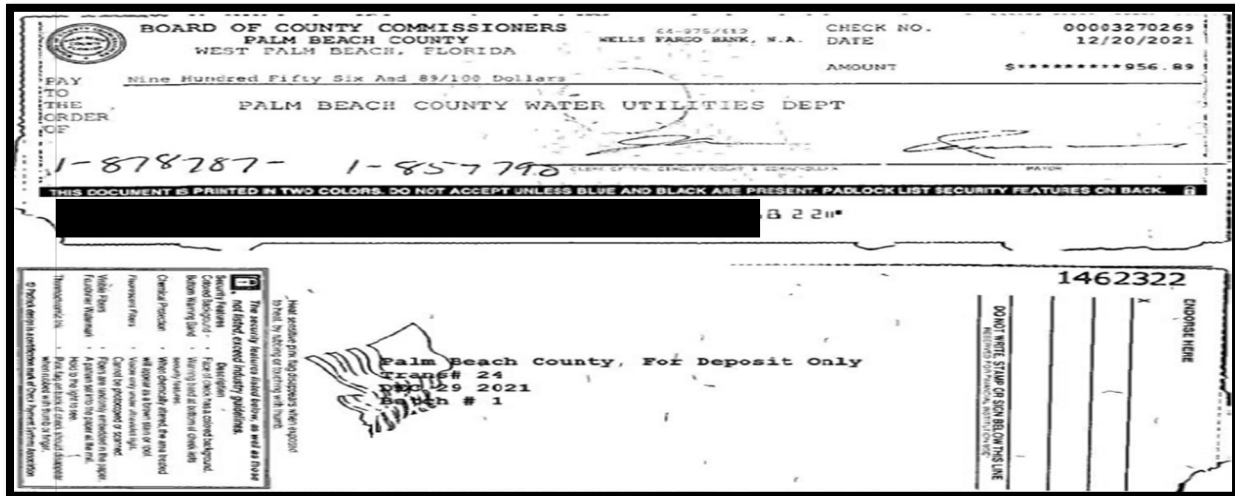
THIS DOCUMENT IS PRINTED IN TWO COLORS DO NOT ACCEPT UNLESS BLUE AND BLACK ARE PRESENT/PADLOCK LIST SECURITY FEATURES ON BACK

1463300

1463300

Utility Payments

In addition, County records show a payment to the “Palm Beach County Water Utilities Dept” on December 20, 2021, in the amount of \$96.91⁶ for Applicant’s water bill, and a payment of \$839.25⁷ to Florida Power & Light Co. for Applicant’s electric bill.



⁶ The County made this payment of \$96.91 via check 3270269. The check was in the amount of \$956.89 and was a collective payment made to Palm Beach County Water Utilities Dept. for several assistance applications.

⁷ The County made this payment of \$839.25 to FPL via check 3270206. The check was in the amount of \$32,528.59 and was a collective payment for several assistance applications. The County paid \$839.25 for Applicant’s FPL assistance because that was the amount of the bill she uploaded to the portal, despite her application only requesting \$453.85.

Applicant's Second Rental and Utility Assistance Application

Applicant electronically signed and submitted rental assistance application number 115035 on February 8, 2022. Applicant listed her address as [REDACTED] Royal Palm Beach, FL, and her landlord as Applicant's Company. She listed her monthly rent payment as \$3,000.00, and requested assistance totaling \$9,000.00 for past due rent for February 2022, and future rent for March and April 2022. She also requested utility assistance for past due bills in the amount of \$1,816.00 for electric and \$177.00 for water.

In the Declaration of Crisis Section of this application, Applicant stated "Still unemployed with 4 children (1-5 month old baby)."

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


Still unemployed with 4 children (1- 5 month old baby)

Applicant submitted the same lease with this application that she submitted with her first application.


Balance Statement Submitted with Application 115035

The supporting documents submitted with this application included a balance statement dated February 25, 2022⁸ showing a total of \$12,100.00, for past due rent, including late fees, for February 2022, and future rent for March through May 2022.

⁸ Applicant did not submit this balance statement with her initial application on February 8, 2022. The balance statement was requested by Community Services after the application's submission.



Landlord's Balance Statement



Tenants Name: Manoushka R Remogene		Vendor Code: VS0000023919
Tenants Address: [REDACTED]		Vendor Name: [REDACTED]
		Vendor DBA: [REDACTED]
		Vendor Address: PO Box 641005 North Miami Beach FL 33164-1005

Month	Month	Amount Due	Late Fee	Legal Fee	Total Due
Month 1	February 2022	\$3,000.00	\$100.00	[REDACTED]	\$3,100.00
Month 2	March 2022	\$3,000.00	\$0.00	[REDACTED]	\$3,000.00
Month 3	April 2022	\$3,000.00	\$0.00	[REDACTED]	\$3,000.00
Month 4	May 2022	\$3,000.00	\$0.00	[REDACTED]	\$3,000.00
Grand Total:					\$12,100.00

I certify that the above information is true and correct and I am authorized to collect rental payments on this property.
 I certify that the months requested by my tenant are past due and I have not received rents for the month's listed on this request and/or any future month's rent requested by my tenant will be applied towards the tenant's account.
 I certify that I will return any Future Rent paid on my Tenant's behalf to Palm Beach County if they vacate my property prior to any Future Rent collected as stated in this Balance Statement.
 I certify that the mailing address is correct.
 I understand that by signing and submitting this balance statement I am agreeing to accept funds on behalf of the tenant for the property listed above and that in doing so, tenant may remain on the property and no steps will be taken to evict the tenant for the period covered by this rental assistance, whether the received check is cashed or not.
 I certify that the tenant and I (the Landlord) are in agreement on lease status.

Mona Jeanty

Electronically Signed By

02/25/2022

Date

The balance statement was signed electronically by Ms. Jeanty.

Applicant certified that all information she provided was accurate when she electronically signed and submitted her application.

On February 28, 2022, Community Services informed Applicant, via email that her application was denied because, "The ERA Program does not pay..... for homeowner." This decision was based on the fact that Applicant was listed as a manager for Applicant's Company with the Secretary of State Division of Corporations.

Sender	admin
To	[REDACTED]
Cc	MFrancoi@pbcgov.org
Subject	Application #115035---- status update
Message	<p>The following is the outcome for your application #115035.</p> <p>Unfortunately, your application for the following service(s) has been DENIED:</p> <p>Electric Bill <u>The reason(s) for DENIAL</u> • Other Reason:The ERA Program does not pay utilities for homeowner</p> <p>Rental Payment <u>The reason(s) for DENIAL</u> • Other Reason:The ERA Program does not pay rent for homeowner</p> <p>Water Bill <u>The reason(s) for DENIAL</u> Others • Other Reason:The ERA Program does not pay utilities for homeowner</p>

OIG Interview of Sammiedean Sutton, Community Services Supervisor

Ms. Sutton told the OIG that the rental assistance program required applicants to be a renter and not an owner of the subject property and that this was specified on the Community Services FAQ section on its website. She said Community Services does not pay mortgage payments.

During the processing of Applicant's second application, Ms. Sutton searched Sunbiz.org to verify whether Ms. Jeanty was an authorized representative of Applicant's Company. In doing so, she came to believe that Applicant owned Applicant's Company. As such, Ms. Sutton told the OIG that any payment to Applicant would be considered a mortgage payment, and therefore Community Services denied the application.

Ms. Sutton stated that "[REDACTED]" should not have received any rental assistance or utilities payments because she is the homeowner." She stated that Community Services should have denied Applicant's first application. However, Applicant submitted the application despite the program's requirements listed on Community Services' website, and she believed that Applicant provided Community Services with falsified documents.

OIG Interview of Mona Jeanty

The OIG telephoned Ms. Jeanty to arrange an interview because Ms. Jeanty is listed as the landlord on the Residential Lease Agreement between Applicant's Company and Applicant, the Landlord's balance statements submitted with Applicant's applications appear to be signed by Ms. Jeanty, and a letter submitted with Applicant's first application states that Ms. Jeanty was authorized to receive rental assistance payments on behalf of Applicant's Company. Ms. Jeanty told the OIG that she resides in the State of New York, and she is "not a landlord for anyone," including Applicant. Ms. Jeanty stated that she was "helping out" Applicant's Company by completing the landlord balance statement. Subsequent attempts by the OIG to contact Ms. Jeanty were met with no response.

OIG Interview of Daphne Altema

The OIG contacted Ms. Altema telephonically, and she stated she is Applicant's [REDACTED]. She stated she would be willing to speak further to the OIG "at a later time." However, subsequent attempts by the OIG to contact Ms. Altema were met with no response.

OIG Interview of Applicant

The OIG interviewed Applicant on May 6, 2022. Applicant said she has owned and managed several non-profit and for-profit businesses throughout the years, but the businesses were impacted by the pandemic and none were making money at the time of the interview. She stated she was last employed on a temporary basis at the Cobblers in Miami in June 2020.

Applicant told the OIG that Applicant's Company is a staffing/employment agency created in 2012. She said that the primary owner of Applicant's Company was Michael Saintil, but that she did everything under her name because she was in a relationship with him in 2012. She indicated that she "kept the company going" after the relationship ended because the company was well established for over five years. Her role in the company has been as an administrator, completing such tasks as filing, human resources duties, and compiling Internal Revenue Service information.

She indicated that she purchased the property at [REDACTED] Royal Palm Beach on June 1, 2021, as an administrator for Applicant's Company, with the intended purpose for it to be an investment property. Applicant told the OIG that she moved into the property in July 2021, a month after it was purchased, due to her financial situation and unemployment, and because she did not have a place to live.

She stated that although she moved into the property in July 2021, she created the lease in July and she decided the terms in it, including the amount of the rent to be paid, and backdated it to June 2021. She stated that the lease was valid. She told the OIG that although she determined the rental terms under the lease agreement, she did not pay rent to Applicant's Company once she moved in.

She became aware of the rental assistance program in November 2021 after calling the County seeking help because "she could not afford anything." Applicant spoke to an agent for the County who had noticed that Applicant's name appeared in Applicant's Company's filings with the State.⁹ Applicant said she told the agent she was not the owner of the house. Applicant told the OIG that had she known there was a problem with her applying for assistance, she would have "put the house up for sale."

Applicant stated to the OIG that Community Services asked her to indicate who could collect rental assistance for the property because the property was listed in the Palm Beach County Property Records as the prior owner's homesteaded property. Applicant indicated that she told the Community Services reviewer that Applicant's Company "is the landlord." Additionally, Applicant told the OIG that in response to the Community Service's request, Applicant assigned Ms. Jeanty as the landlord who would accept rent and respond to the County since Ms. Jeanty was working with her at Applicant's Company. Applicant stated to the OIG that Ms. Jeanty had been helping to find staffing contracts for Applicant's Company. Applicant explained that she had not been able to dedicate any time to search for contracts herself because she had four children, including a newborn baby.

Applicant told the OIG Ms. Jeanty signed the landlord's balance statement for both of Applicant's rental assistance applications. Applicant stated that she had a conversation with Ms. Jeanty about being assigned as the landlord for the rental assistance applications. She told Ms. Jeanty that she needed someone assigned as the property

⁹ The Community Service reviewer notes indicate that the reviewers were aware that the property was owned by Applicant's Company and that Applicant was the registered agent for the company.

manager and according to Applicant, Ms. Jeanty said “Okay, whatever it is that they need, I will just send it.”

Applicant told the OIG that Ms. Altema is her [REDACTED] and that Ms. Altema wrote the letter on Applicant’s Company letterhead stating that Ms. Jeanty was authorized to receive rental assistance payments on behalf of Applicant’s Company. Applicant submitted the letter with her rental and utility assistance applications. Applicant told the OIG that Ms. Altema did not work for the company during 2020 or 2021 when the letter was submitted to the County. Applicant stated that Ms. Altema wrote the letter, and that Applicant uploaded the letter as part of her application but did not look at it. Applicant stated that after submitting her first rental assistance application, she received a call from a Community Services representative inquiring about Applicant’s Company and its ownership. Applicant said she told Community Services that she was not the owner of Applicant’s Company.

Applicant stated that Applicant’s Company received the check from Community Services for her first rental assistance application. The check was mailed to the post office box associated with Applicant’s Company, and she picked it up. She deposited the check to Applicant’s Company’s account, and when the check cleared, she used the monies to take care of her rent and other unspecified overdue expenses.

At the time of Applicant’s second rental assistance application, she stated that she was at risk of homelessness or housing instability. Applicant told the OIG that she had not received an eviction notice from Applicant’s Company, but that she was defaulting on Applicant’s Company’s mortgage.

After submitting her second rental assistance application, Applicant received an email from the County stating that her application was denied. Applicant contacted Community Services and was told that she could not apply for rental assistance because she was the owner of the property subject to the rental assistance application.

Applicant stated that she never thought she was doing anything wrong by completing her applications because her intention was to get help that she needed.

OIG Interview of Michael Saintil, Purported Owner of Applicant’s Company

Mr. Saintil told the OIG that he once dated Applicant for about six months. He said Applicant was the owner of Applicant’s Company, and that when he met her she had already created the company. Mr. Saintil said he has never been the owner of Applicant’s Company, but he worked as the Managing Director for the business while dating Applicant until he left the company in 2013.

Applicant's Reimbursement to Palm Beach County

Beginning on August 23, 2022, Applicant has paid a total of \$3,050.00 to Community Services for the purpose of repayment of rental assistance grants funds for application number 104459. Applicant has also set up a payment plan with Community Services.

OIG Conclusion

The property subject to Applicant's rental assistance application was owned by Applicant's Company, a limited liability company Applicant controlled. Records filed with the Secretary of State do not list Applicant as a member of the LLC; instead, Applicant has been listed as the president or as a manager of the company since its creation in 2012. Based upon our review of the records and our interview with Applicant, Applicant controls Applicant's Company and the relationship between her and Applicant's Company is not arm's length. She acknowledged to the OIG that she exercised authority and decision-making authority over Applicant's Company at all times relevant to this investigation. She stated that she purchased the property on behalf of Applicant's Company, prepared the lease between Applicant's Company and herself, determined the amount of the rent reflected in the lease, assigned Ms. Jeanty as the property landlord, received and deposited the rental assistance payments from the County, and personally paid the mortgage on the property using the rental assistance payments.

The County denied Applicant's second application because the "ERA Program does not pay..... for homeowner." Applicant was not the homeowner. The County's guidance on its website advised applicants that owners of rental property were not eligible for the rental assistance program. However, the website did not address the eligibility of residents who did not own the property, but who had a legal or beneficial interest in the property owner. Thus, we cannot conclude that she could not receive rental assistance merely based upon her relationship to Applicant's Company.

In this case, however, the paperwork submitted with her application contained misrepresentations. She submitted a lease agreement indicating that she lived in the property as a renter leasing the property from the LLC for \$3,000 per month payable on the first day of the month. Although Applicant moved into the property in July 2021, she admitted that she never actually paid any rent to Applicant's Company in exchange for her occupancy of the property. Applicant's Company collected no rental income from the time Applicant moved in until the time the County provided rental assistance on December 20, 2021. Applicant stated that she moved in due to her financial situation and unemployment, and because she did not have a place to live. She represented to the County on the assistance form that she received a past due rent notice; our office has no credible evidence to support that she directed her own company to send her a past due notice for non-payment of rent.

Additionally, Applicant stated that she assigned Ms. Jeanty as the landlord, not because Ms. Jeanty acted in a way consistent with being the landlord representative for Applicant's Company, but because the County asked her to indicate who could collect rental

assistance. Ms. Jeanty told the OIG that she “is not a landlord for anyone,” including for Applicant. By Applicant’s own admission, she directed Ms. Altema, to sign a letter on behalf of Applicant’s Company stating that Ms. Jeanty was authorized to accept rent even though Ms. Altema was not an employee or owner of Applicant’s Company at the time. Ultimately, Applicant directed the creation of documents with misrepresentations that were submitted to the County in order to secure funding from the County to pay the mortgage and other expenses for a property she controlled.

As a result of her misrepresentations, Applicant received assistance totaling \$13,236.16. We find the total of the inappropriate payments, **\$13,236.16**, to be Identified Costs.

We do not believe she directed Applicant’s Company to purchase the property, nor did she move in the property, in order to defraud the government. According to Applicant and the Community Service’s reviewer notes, the County was aware that her name appeared on the corporate filings for Applicant’s Company prior to approving her first rental assistance application. However, the documents the Applicant submitted in support of her application contained misrepresentations.

The allegation is **supported**.

IDENTIFIED, QUESTIONED, AND AVOIDABLE COSTS

Identified Costs: \$13,236.16

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 County should consider seeking reimbursement.

RESPONSE FROM MANAGEMENT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, Community Services 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 2022-0010. Since \$3,050.00 was returned to the County, the Community Services Department will seek reimbursement for the additional \$10,186.16 issued to the subject(s) named in this investigation.

RESPONSE FROM APPLICANT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, Applicant 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.

The Applicant confirmed that she received this Report, and stated that she would not be submitting a response.

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