

STATE OF VERMONT
HUMAN SERVICES BOARD

In re) Fair Hearing No. 12,021
)
Appeal of)

INTRODUCTION

The petitioner appeals the decision by the Department of Social Welfare placing her on ANFC vendor payment status for her rent. The issue is whether the Department violated any of the terms of a "protective payment agreement" between the Department and the petitioner.

FINDINGS OF FACT

On March 23, 1993, the petitioner applied for emergency assistance (EA) to pay her back rent. At that time, she owed her landlord \$1,137.00 dating back to January, 1993. As is its policy with the EA "back rent" program the Department gave the petitioner a "rent payment contract" for her landlord to sign stating that in return for the current month's rent and two month's back rent the landlord agrees to terminate any pending eviction proceedings against the tenant. (The Department was aware that the petitioner's landlord was about to initiate eviction proceedings against the petitioner, which he did on March 29, 1993.) However, when the petitioner did not return the rent payment contract form after three weeks the Department (on April 12, 1993) denied her EA application.

On April 16, 1993, the petitioner returned to the

Department with a completed rent payment contract signed by her and her landlord. Because of the petitioner's poor rent payment history the Department informed her that it would pay her current and two months back rent only if the petitioner agreed to go on "vendor payment status" whereby the Department would make future rent payments directly to the landlord from the petitioner's ongoing ANFC grant. Although initially resistant to this idea, while she was in the district office the petitioner called her attorney. She then signed a "protective payment agreement" authorizing the Department to pay her rent directly to her landlord beginning May 1, 1993. The Department then granted the petitioner EA totaling \$1,227.00 for her February, March, and April rent payments.

The EA payment did not include a partial arrearage still owed by the petitioner for January's rent. The petitioner has made several partial payments on her own toward this arrearage and is continuing to do so. Because the petitioner and her teen-age children are employed part-time their May ANFC check was insufficient to pay all the rent due for May. The petitioner has arranged with her landlord to also pay the amount still owing for May.

On April 29, 1993, the petitioner requested this fair hearing when she became concerned that she would not know how much rent the Department was actually sending to her landlord each month. Following a phone conversation with and a letter from the petitioner's attorney on May 7, 1993, the Department

agreed to send the petitioner a copy of the rent vendor payment check each month.

At the hearing in this matter, held on May 26, 1993, the Department explained to the petitioner that under the agreement she had made with her landlord she was still responsible to pay all outstanding arrearage in her rent.¹ Although the petitioner initially claimed she had been "forced" into signing this agreement she admitted that she had obtained legal advice before signing it. Also, once she was shown that she and the Department would not be overpaying her landlord, she appeared resigned to, if not satisfied with, the status of her ANFC grant.

ORDER

The Department's decision is affirmed.

REASONS

Inasmuch as the petitioner was represented by an attorney when she agreed to be placed on vendor status for her rent, it cannot be found that she was coerced into such an agreement. Thus, it must be concluded that the Department's decision to vendor her rent payments was not contrary to the regulations.

See W.A.M. § 2238. The petitioner's primary concern (and

¹Although the petitioner had consulted with her attorney before signing the agreement it appears that she did not fully understand this provision. She stated that her attorney had declined to represent her at the hearing.

that of her attorney) appears to be that she might make payments to her landlord that the Department had already made.

As noted above, however, the petitioner appears satisfied that this has not occurred, and Department has agreed to promptly provide the petitioner with an accounting of all future payments it makes to the petitioner's landlord.

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