U. S. Department of Housing and Urban Development
Office of Inspector General
26 Federal Plaza, Room 3430
New York, NY 10278 0068

January 15, 1999

Audit Memorandum
No. 99-NY-212-1802

MEMORANDUM FOR: Deborah VanAmerongen, Director, New York Multifamily HUB, 2AHMFAM

FROM: Alexander Malloy, District Inspector General for Audit, New York/New Jersey

SUBJECT: Tenant Complaints
Stanley Park Houses
Project No. 012-44092
Glen Cove, New York

In response to a request made by the New York State Office (NYSO) of the Department of Housing and Urban Development (HUD), we performed a review to determine the validity of complaints made against the former management and Fair Housing Development Fund Corporation, the non-profit owner (herein called the Mortgagor) of Stanley Park Houses by a small group of tenants of the project. This group of tenants primarily allege that the former manager: (1) charged excessive management related expenses to the project; (2) did not remit excess income payments to HUD; (3) failed to maintain the project in decent, safe, and sanitary condition; (4) charged tenants for utility usage that was already included in the rent payments; and (5) maintained a poor relationship with the tenants. The review was limited to the period June 1, 1992 through November 30, 1997.

To accomplish our objective, we reviewed and relied upon: the books and records of the project provided by the Mortgagor's President; documents and reports maintained by the Multifamily Housing Division of the HUD NYSO; and the general ledgers, and cash receipts and disbursements journals provided by the current Independent Public Accountant. It should be noted that the scope of our review was impaired due to the lack of properly maintained project financial records for fiscal years 1993 through 1995.

SUMMARY

Our reviewed disclosed that the tenants' complaints are essentially valid. While the complaints were levied against the former manager, the Mortgagor is responsible for ensuring that the project is operated in accordance with HUD regulations. We found that during the period from June 1, 1992 through November 30, 1997, the Mortgagor: charged excessive management related costs to the project; did not maintain the project in good repair and condition; charged tenants an extra fee for utility usage; and did not ensure that a sound and responsive relationship existed between the former management and a tenant organization (which represents less than 20 percent of the tenants). While we confirmed that the Mortgagor did remit to HUD Section 236 excess income, because of errors in calculating the monthly excess income and the lack of proper collection records, we could not ascertain if all the excess income actually collected was remitted during our audit period.

Similar tenant complaints were evaluated and reported by the HUD NYSO in its 1993 and 1996 management reviews. As evidenced by our current review, the complaints were not adequately addressed by the Mortgagor and remain unresolved.

On October 30, 1998, we distributed a draft of our audit memorandum to the Mortgagor. In addition, we contacted the Mortgagor's President to schedule a date for our exit conference. The President indicated that she would meet with the Mortgagor's Board members, and would advise us as to the date of the exit conference. Following this conversation of October 30, we spoke with the President several times thereafter. At no time did the President schedule a date for the exit conference. On November 17, 1998, we contacted the attorney for the Mortgagor. In a response dated November 18, 1998, the attorney stated that the Mortgagor would furnish an official response to our draft audit memorandum by the end of November. On November 30, 1998, the Mortgagor's official response was received by our office. After receiving this response, we again offered the Mortgagor's Board another opportunity to schedule an exit conference. We were given the tentative date of January 6, 1999. That date was agreed upon by our office. However, upon confirming that date, we were told that the Board was unable to meet with us. The President suggested that we include the Board's comments in the memorandum. Accordingly, the Mortgagor's comments are summarized after each complaint, and are included in its entirety as Appendix A of this memorandum.

Although the Mortgagor generally does not dispute the facts, it takes issue with the manner in which the review was performed. The Mortgagor contends that our report is flawed because it is based upon biased information. It is the Mortgagor's contention that at the start of our review, we advised them that we would meet with their former president, the former manager, members of the Board, and a cross-section of tenants. We acknowledge that we expressed a desire to meet with the Board members, and made repeated attempts to schedule an exit conference with them to no avail (as described above). However, at no time did we indicate that we would meet with the other individuals suggested by the Mortgagor. We determined that a review of the financial records and other documents and reports maintained by the Mortgagor and the HUD NYSO was

sufficient to form a basis for our determinations on the validity of the complaints. It was not deemed necessary to meet with the individuals suggested by the Mortgagor.

BACKGROUND

The project, Stanley Park Houses, consist of 27 two-family homes (54 units) located in the City of Glen Cove, New York. The housing complex, sponsored by the National Association for the Advancement of Colored People (N.A.A.C.P), was constructed in the early 1970's. The project is owned by the Fair Housing Development Fund Corporation, a not-for-profit organization. In 1969, the Mortgagor was originally named the Fair Housing Development Corporation (FHDC). However, according to the Mortgagor's attorney, at the time of incorporation, HUD informed the Mortgagor that it would not be eligible for HUD funds unless its corporate title included the word "Fund". Accordingly, in 1970, the Mortgagor formed a separate not-for-profit corporation, which included the word "Fund' in its present corporate title, Fair Housing Development Fund Corporation. The original corporate entity, FHDC, still exists.

The project is insured and receives mortgage interest reduction subsidies under Section 236 of the National Housing Act, as amended. Under the Section 8 Housing Assistance Payments Contract (NY36-M000-237), 10 of the 54 units have been allotted Section 8 rent subsides. The current contract, which expires on September 30, 1999, limits the Section 8 contract assistance to $27,710 annually.

During the period of our review (June 1,1992 through November 30,1997), the project was managed by a salaried employee of the project. In 1993 and again in 1996, HUD reported in its Comprehensive Management Reviews various regulatory violations and managerial deficiencies with the management operations at Stanley Park Houses.

On July 31,1997, HUD instructed the Mortgagor to terminate the manager for continued violations of the Mortgage Agreement, the Regulatory Agreement, and the Housing Assistance Payments Contract. Specifically, HUD cited the former manager for failing to maintain the property in good repair and condition, and failing to address the regulatory and managerial deficiencies noted in its 1996 Comprehensive Management Review. On November 11, 1997, the Mortgagor dismissed the manager.

The project is presently managed by The Stanan Group, which took over the day-to-day management of Stanley Park Houses on January 1,1998. At the time of our review, the mortgage was current; however, the project continues to be in need of repairs (See Observation No. 3 in this memorandum).

* * * * * * *

Within 60 days, please furnish this office, for each recommendation cited in this memorandum a status report on: (1) the corrective action taken; (2) the proposed corrective action and the date to be completed; or (3) why action is not considered necessary. Also, please furnish us copies of any correspondence or directives issued related to this audit.

If you have any questions, please contract me or Mark B. Klein, Assistant District Inspector General for Audit, at (212) 264-8000, extension 3976.

Attachments:

Appendix A - Mortgagor's Comments
Appendix B - Distribution

RESULTS OF REVIEW

COMPLAINT NO. 1

The former manager charged excessive management related costs to the project.

OBSERVATION NO. 1

Our review disclosed that between the period June 1, 1992 through November 30, 1997, the Mortgagor paid $65,556 for the salaries of the former manager and other management related costs in excess of the maximum amounts allowed by the HUD NYSO.

NYSO policy, established in 1989, limited the allowable management fees to a maximum of $59 per unit per month (PUPM), for projects located in "high cost areas", including Long Island, New York. In addition, NYSO allowed an additional $3 PUPM for computer related expenses. The management fee was intended to be inclusive of all managerial expenses, such as office staff, equipment, and office supplies and overhead.

The Mortgagor paid a total of $286,524 in management costs over a 5 ½ year period, of which 62 percent was for the manager's salary. The balance went to pay for other managerial related expenses, such as office salaries, office supplies, and health insurance. Based on the NYSO policy, the Mortgagor was limited to $220,968 ($62 x 54 units x 66 months) in management related costs. Therefore, the excessive management related charges of $65,556 ($286,524-$220,968) are ineligible project costs.

It should be noted that HUD's 1993 and 1996 Comprehensive Management Reviews also disclosed that the Mortgagor paid management related costs that exceeded the NYSO limit on allowable charges. In both reviews, HUD instructed the Mortgagor to reimburse the project's operating account and submit evidence of the deposit. This was not done. As a follow-up, in January 1998, staff of the NYSO asked the Mortgagor to explain how and when the excessive management related costs will be returned to the project. In a June 18, 1998 letter to HUD, the Mortgagor's attorney contended that the NYSO management fee limits did not apply to Stanley Park because the manager was not an independent agent but rather an employee of the project. However, officials of the HUD NYSO affirmed that the limitation on management costs also applied to self-managed projects, such as Stanley Park Houses.

MORTGAGOR'S COMMENTS

The Mortgagor objects to the conclusive statement that the former manager expended $65,556 in project funds for excessive management related costs, since this report lacks an itemized list of the management expenses. The Mortgagor feels that this information should be divulged in order to facilitate its own internal review of the complaint.

OIG EVALUATION OF MORTGAGOR'S COMMENTS

We provided a copy of our supporting working papers to the Mortgagor on January 15, 1999, and advised them that any further responses should be addressed to the Director of the Multifamily HUB in NYSO. Furthermore, as stated in this memorandum, the complaint dealing with excessive management expenses was addressed in prior reviews by the HUD NYSO. While the amount that we have calculated as excessive differs slightly with NYSO's calculation (which was based on a review of the financial statements), the types of cost categories were made known to the Mortgagor by HUD. Nevertheless, no corrective action was taken.

RECOMMENDATIONS

1A. We recommend that you instruct the Mortgagor to reimburse the project the amount of $65,556, which represents the excessive amount of management related costs charged to the project.

1B. If repayments are not made to the project, then your office should consult with the Assistant General Counsel in New York for the purpose of initiating appropriate legal and/or administrative actions against the Mortgagor.

COMPLAINT NO. 2

The former manager failed to make excess income payments to HUD.

OBSERVATION NO. 2

Our review disclosed that excess income payments were made to HUD by the Mortgagor. However, because the former manager did not compute the monthly excess income amounts due HUD in accordance with HUD guidelines, and did not consistently maintain appropriate rent collection records which showed the amount of excess income collected from each tenant, the Mortgagor cannot assure us that all excess income collected was properly remitted to HUD. Furthermore, there is no assurance that the amounts reported by the Mortgagor as excess income due and payable to HUD are accurate.

The audited financial statements for the project showed that the Mortgagor collected a total of $237,544 in excess income to be paid to HUD during the fiscal year periods from June 1992 through May 1997. However, our review of canceled checks provided to us by the Mortgagor showed that only $106,101 was paid to HUD during the same time period. The first check was drawn in January 1993 and the last check was paid to HUD in November 1996. We also noted that there were several months in which either no checks were drawn to HUD or the checks covered amounts owed for more than one month, contrary to Paragraph 4(I) of the HUD Regulatory Agreement which requires monthly payments to HUD of excess income. Accordingly discrepancies exist between the financial statements and the payments made from project funds.

Additionally, our examination of the Mortgagor's Monthly Reports of Excess Income (Forms HUD-93104) submitted to HUD revealed that, in many instances, the figures reported as the project's "Total Basic Rents" were incorrectly calculated because the Mortgagor failed to follow the HUD prescribed procedures stated in the instructions to Forms-93104. In computing the total basic rents , the Mortgagor did not make an adjustment for the amount of basic rent applicable to the periods when units were vacant. This error caused an understatement in the amounts reported by the Mortgagor as excess income due and payable to HUD, since total basic rents are deducted from the total rents collected to arrive at the resulting amount due to HUD. Moreover, since the Mortgagor's rent collection records did not always identify for each tenant the amount of rent collected in excess of their basic rents, we cannot be assured that the amounts reported by the Mortgagor as excess income due and payable to HUD are accurate.

It should be noted that the Mortgagor's ability to make future payments on the unpaid balance due HUD is questionable. In May 1997, because of the project's poor financial position, HUD instructed the Mortgagor to make excess income payments only from surplus cash, calculated at the end of the project's fiscal year. We determined that the project had no surplus cash in four of the five fiscal years covered by our review. Surplus cash was available only at the end of fiscal year 1993.

MORTGAGOR'S COMMENTS

The Mortgagor contends the complaint is not valid since the former manager made excess income payments to HUD. Furthermore, the Mortgagor asserts that HUD made no efforts to work with the former manager to ensure that the complicated HUD excess income forms were completed properly.

OIG EVALUATION OF MORTGAGOR'S COMMENTS

In our memorandum we stated that excess income payments were made by the Mortgagor. However, as mentioned in the observation, due to errors in the preparation of the excess income forms, we are not assured that amounts reported by the Mortgagor as excess income due and payable to HUD are accurate. Furthermore, we are not assured that all excess income payments were made as evidenced by discrepancies between the audited financial statements and checks issued.

RECOMMENDATIONS

We recommend that you :

2A. Instruct the Mortgagor to comply with the prescribed procedures pertaining to the preparation and submission of the Monthly Reports of Excess Income. Revised reports covering the period June 1,1992 through October 31,1997, showing the accurate amounts of excess income due to HUD should be submitted for HUD review.

2B. Determine whether the Mortgagor should remit to HUD all future excess income collected or be allowed to retain the income for necessary project repairs.

COMPLAINT NO. 3

The former manager failed to maintain the project in decent, safe, and sanitary condition.

OBSERVATION NO. 3

HUD reported on several occasions that the project was not maintained in good repair and condition. A physical inspection conducted by HUD in November 1993 revealed that, although the overall maintenance was satisfactory, numerous deficiencies existed regarding the condition of the project/apartments. Specifically, the problems identified included termite and carpenter ant infestation, plumbing problems, including water leaks in apartments, and damaged kitchen and bathroom cabinets. Almost three years later, in September 1996, HUD inspectors found that the project had further deteriorated. This time, the project received an overall unsatisfactory rating. HUD found many of the same problems which were disclosed in 1993, attributable to serious deferred maintenance. These items included: water seepage into the windows and air condition sleeves in many apartments, cracked sidewalks, termite infestation, and many instances of rotted wood around windows. Problems with insect infestation and water seepage were also noted by the City of Glen Cove Building Department in August 1996 and January 1997, when the Mortgagor was cited for violating municipal building codes.

Moreover, in July 1997, based on the 1996 Comprehensive Management Review, HUD advised the Mortgagor that it failed to maintain the property in good repair and condition in violation of Paragraph 8 of the Regulatory Agreement, and failed to provide management of the project in a manner satisfactory to HUD (Paragraph 10). The NYSO instructed the Mortgagor to remove the manager and to hire a new management agent. In November 1997, the Mortgagor finally removed the manager.

In December 1997, the Mortgagor’s attorney asserted in a letter to the current Management Agent that all repairs to remedy the violations cited by the City of Glen Cove have been performed. We contacted an official from the Glen Cove Building Department who explained that while the serious building code violations were corrected, there still are deficiencies with the physical condition of the project. The most recent HUD field visit conducted on March 3, 1998, also revealed that the physical condition of the project was unacceptable primarily due to water infiltration in the units, the poor condition of the roofs, settled concrete sidewalks and curbs, cracks in window frames, and the absence of waterproof exterior lighting fixtures.

Apart from the above, we noted that during a hearing regarding the aforementioned municipal building code violations, the City Court of Glen Cove ruled that real property donated to the Mortgagor had been improperly transferred to the sister corporation, FHDC, and was then resold. The court ordered that the sale proceeds obtained from the sale of the donated property be returned to the Mortgagor, and that an escrow account be established to fund project repairs. In accordance with the court's ruling, in June 1997, an account was established with a balance of $107,428.

The current Management Agent estimates that the project needs approximately $400,000 to complete the repair work. However, as of September 30, 1998, only $18,724 remained in the special escrow account set aside for repairs. In order to finance the work needed, the current Agent started seeking other sources of funds such as City grants, loans, etc. Nonetheless, at the time of our review, the Agent had not obtained any funding. Without additional funding, the project will continue to deteriorate.

MORTGAGOR'S COMMENTS

The Mortgagor maintains that the physical deficiencies plaguing the project are recurring and not chronic. It also places blame on the tenants for deficiencies such as leaks and cabinet damage. The Mortgagor contends that it has made a concerted effort to maintain the project in good repair. As an example, it cites the promptness in which the violations issued by City of Glen Cove were corrected. Furthermore, the Mortgagor asserts that HUD's failure to grant increases in rent or to release funds from the reserves has inhibited its efforts to repair the roofs.

OIG EVALUATION OF MORTGAGOR'S COMMENTS

The Mortgagor mentioned that the project's physical deficiencies are recurring and not chronic. Yet in HUD's September 1996 Comprehensive Management Review, HUD inspectors noted that many of the deficiencies cited were previously mentioned in a physical inspection report dated November 19, 1993. In HUD's opinion, the presence of these deficiencies was attributable to serious deferred maintenance. While we confirmed that the Mortgagor corrected all deficiencies in relation to the City of Glen Cove building code violations, there still exists deficiencies with the physical condition of the project. Also, HUD's most recent field visit disclosed that the physical condition of the project was unacceptable.

RECOMMENDATIONS

We recommend that you:

3A. Monitor efforts by the Mortgagor in seeking other sources of funding so as to ensure that the project's physical deficiencies are corrected, and the project is restored to satisfactory condition.

3B. Instruct the Mortgagor to implement policies and procedures for the timely maintenance and repair of the project.

COMPLAINT NO. 4

The former manager charged tenants improper utility fees.

OBSERVATION NO. 4

Our review disclosed that through the end of July 1993, the Mortgagor charged several tenants for the cost of utility usage even though these costs were already incorporated into their monthly rents. However, because of the Mortgagor's inadequate cash collection records, we could not determine the total amount of the additional utility fees charged to and collected from the tenants.

Our examination of the project's summary cash reports showed that as of July 1993, the Mortgagor collected $6,812.23 in utility fees from the tenants. However, over the same time period, tenant rent receipts indicated that only $1,984.39 was collected from 26 tenants. We were unable to reconcile the difference of $4,827.84 because the rent receipt records maintained by the former manger did not always itemize the amount of utility surcharges collected from each tenant.

In its 1993 Comprehensive Management Review, HUD reported that tenants were billed for electric and gas costs over and above the utility company's estimated averages for each unit size, and instructed the Mortgagor to reimburse those tenants who were billed the utility surcharges. The HUD NYSO reported that utility costs incurred by each unit should be paid by the project and not passed along to the tenants, and that no utility allowances were approved by HUD.

The former manager contended that since several tenants abused their electricity usage she did not believe that the project should have to absorb these expenses. HUD advised the Mortgagor that the manager did not have the authority to charge tenants a utility cost surcharge without HUD approval. Our review disclosed that the Mortgagor ceased this practice at the end of July 1993.

According to the Mortgagor's records, only one tenant received reimbursement for the utility surcharges. However, because of the lack of adequate documentation, we could not determine whether any other tenants were similarly reimbursed.

MORTGAGOR'S COMMENTS

The Mortgagor primarily maintains that by charging individual tenants for utility overages, the former manager was using a sensible approach in solving the problem of wasteful usage by these tenants rather than imposing a rent increase on all tenants. In the past, the Mortgagor asserts that it had petitioned HUD to change the rent structure to allow individual tenants to pay their own utility expenses, all to no avail.

OIG EVALUATION OF MORTGAGOR'S COMMENTS

We recognize that the Mortgagor was attempting to use a sensible approach to solve the problem of excessive utility usage. We agree that it would have been unjust to impose an increase on all tenants to subsidize the wasteful habits of some tenants. Nevertheless, the fact remains that utility surcharges were assessed to individual tenants without HUD approval.

RECOMMENDATIONS

We recommend that you :

4A. Instruct the Mortgagor to identify which tenants were overcharged for utility usage and to reimburse them accordingly.

4B. Determine whether tenants should be assessed a utility surcharge and whether rents should be restructured accordingly.

COMPLAINT NO. 5

The former manager maintained a poor relationship with the tenants.

OBSERVATION NO. 5

In its 1993 and 1996 Comprehensive Management Reviews, HUD noted that there appeared to be no solid or responsive relationship between management and the tenant organization (which represents less than 20 percent of the tenants). The tenant organization was critical of management's policies and practices, and the quality of the maintenance work. HUD stated that management must try to work with the tenants to find solutions to problems in the same manner that tenants should work with management. HUD suggested that management hold monthly meetings with tenants to resolve complaints and other issues since this had not been a practice of the Mortgagor in the past.

Our review disclosed that current management has advised all residents of Stanley Park that they will communicate with them on a regular basis, and have already held periodic meetings. The Mortgagor's President also advised the residents that the tenant organization, called the Stanley Park Tenant's Association (SPTA), has no legal standing to represent all the tenants. The Mortgagor has recently requested SPTA to submit to them copies of their bylaws, minutes of elections, list of officers, etc.

MORTGAGOR'S COMMENTS

The Mortgagor maintains that the tenants who are the complainants are the same tenants who do not cooperate with management. The Mortgagor contends that for many years, it has had a process in place in which grievances could be aired. Nevertheless, the tenants who complain circumvent this process by directly contacting HUD or the Building Department of the City of Glen Cove when problems arise. This has resulted in absolute chaos. Moreover, the Mortgagor asserts that the new Management Agent is taking positive measures to maintain a healthy relationship with the tenants, and has scheduled several meetings with them. It is the Mortgagor's hope that the tenants will cooperate with the new Management Agent.

OIG EVALUATION OF MORTGAGOR'S COMMENTS

No evaluation necessary.

RECOMMENDATIONS

We recommend that you:

5A. Monitor the relationship between the Mortgagor, the current Management Agent, and the tenants to ensure a continuing cooperative relationship among the parties for the benefit of the project.

5B. Encourage the project's tenants to hold elections to establish a tenant association that represents all tenants' interests.

OTHER MATTER- OBSERVATION NO. 6

During the course of our review we also noted the following matter that warrants your attention.

The Mortgagor may have violated Paragraph 10(d) of the Regulatory Agreement which requires that books and accounts of the operations of the project be kept in accordance with the requirements of the Secretary. Furthermore, HUD Handbook 4370.2, REV-1, Paragraph 2-6, stipulates that all disbursements from the regular operating account must be supported by approved invoices/bills or other supporting documentation.

Our review disclosed that the Mortgagor could not provide us with documentation supporting a disbursement of project funds in the amount of $7,045 which was classified on the check stub as a loan repayment to FHDC in 1993. The Mortgagor did not have any documentation to support the loan to the project nor to show that the $7,045 was used for reasonable operating expenses or necessary repairs.

MORTGAGOR'S COMMENTS

The Mortgagor contends that the unsupported loan mentioned to in our memorandum was a final payment of a $75,000 loan made by Fair Housing Development Corporation (FHDC) to the Mortgagor to finance the replacement of all the windows in the project. Because the Mortgagor did not have sufficient funds on hand when it signed the contract for the new windows, it borrowed the money from FHDC. The loan was repaid in installments from rent receipts. The Mortgagor asserts that full documentation of the contract, loan, performance of the work, and repayment of the loan is available.

OIG EVALUATION OF MORTGAGOR'S COMMENTS

During and at the conclusion of our review, the Mortgagor was unable to provide documentation supporting that the disbursement of $7,045 in project funds was a necessary and reasonable project expense.

RECOMMENDATION

We recommend that you require the Mortgagor to:

6A. Submit documentation that adequately supports that the $7,045 loaned to the project was used for reasonable operating expenses or necessary repairs. If adequate documentation is not provided, we recommend that you instruct the Mortgagor to reimburse the project the amount of $7,045.

AUDITEE COMMENTS

DISTRIBUTION

Secretary's Representative, New York/New Jersey, 2AS
Director, Multifamily Housing Division, 2AHM
Field Comptroller, Midwest Field Office, 5AF
CFO, Mid-Atlantic Field Office, 3AFI
Director, New York Multifamily HUB, 2AH (2)
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Assistant to the Deputy Secretary for Field Policy and Management, SDF
(Room 7106)
Director, Office of Housing/FHA, HF (Attn: Comptroller - Room 512 (5)
Deputy Assistant to the Secretary for Labor Relations, SL, Rm. 7118
Chief Financial Officer, F (Room 10164) (2)
Deputy Chief Financial Officer for Finance, FF, (Room 10166) (2)
Director, Office of Budget, FO, (Room 3270)
Associate General Counsel, Office of Assisted Housing and
Community Development, CD (Room 8162)
Director, Participation & Compliance Division, HSLP (Room 9164)
Director, Finance Analysis Division, REF (8204)
President, Fair Housing Development Fund Corp. , Glen Cove, New York

Inspector General, G (Room 8256)
Public Affairs Officer, G (Room 8256)
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Director, Research & Planning, GAP (Room 8180)
Director, Financial Audits Division, GAF (Room 8282)
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