

# **Policy Clarifications LIHEAP - All PLA14631605**

**Submitted: 03/05/09**

**Agency: CAOs**

**Citations:**

**Subject: Responsibility for Heating Costs/LIHEAP Eligibility**

Is the client eligible for LIHEAP in the following situations?

1. Client rents but landlord wants the fuel bill in his name due to tenant turnover. Landlord requires the client to pay the fuel bill plus rent.
2. Client rents but fuel bill is in landlord's name because the client has bad credit and cannot get the account in their name. Landlord requires client to pay for fuel bill plus rent.
3. Same as #2 but client is required to pay fuel vendor directly. (Bill is in landlord's name)
4. Client is separated from husband. Fuel bill is in husband's name as he is the owner of the property. He requires that the client pay the fuel bill.

**Response By: DFPPM/LIHEAP**

**Date: 03/05/09**

All applicants would be eligible for LIHEAP, providing that they meet all other eligibility criteria. The applicants in the above scenarios do not have direct relationships with their vendors. Therefore, the CAO should process the application using a living arrangement of "renting with heat included" in all four cases described above. The applicant should provide a copy of their lease to verify the heating arrangement. If a copy of the lease is not available, the landlord should provide a written, signed statement detailing the arrangement with the applicant. The CAO should issue a direct pay to the tenant. Because heat is included in the rent in each of these cases, none of the applicants would qualify for LIHEAP crisis.