



Florida Housing

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Office of Inspector General

Investigative Report

171204-01

November 8, 2018

Chris Hirst, Inspector General

Enhancing Public Trust in Florida's Affordable Housing

**Office of Inspector General
Investigative Report
Case Number 171204-01**

INTRODUCTION

On December 4, 2017, the Florida Housing Finance Corporation (Florida Housing), Office of Inspector General (OIG) received a complaint via the Fraud Waste Abuse online reporting from Jay Santo regarding Heather Boland, who he reported was using her primary residence, 1657 Bruman Terrace, Melbourne, FL 32935, under the bond program as a rental property. According to Mr. Santo, his wife, Rebeca Santo, had been renting 1657 Bruman Terrace since June 28, 2017, while the owner, Ms. Boland, was living in a camper.

On December 5, 2017, OIG staff reviewed the Hardest Hit Fund (HHF) Program files on the Counselor Direct (CD) database, which revealed Heather Boland Geiger (Ms. Boland Geiger) started to apply for HHF Program funding on November 16, 2017. Florida Housing Program staff were notified and provided the following responses:

- Nicole Gibson, Assistant Director of Homeownership Programs, stated (paraphrased):
 - Ms. Boland Geiger does have a regular (non-HHF), mortgage and down payment agreement (DPA) in which she received \$10,000 in DPA in 2014; and
 - Regarding the HHF application, Ms. Boland Geiger never responded to the initial email from her assigned advisor.
- Due to the non-HHF bond funding, OIG staff contacted Charles White, Single Family Programs Administrator, who stated:
 - It is very possible that U.S. Bank has given the borrower an occupancy/rental waiver that would allow her to live outside the home and rent it.
 - He contacted U.S. Bank to verify whether they have an occupancy waiver and if not to contact the borrower to ascertain situation.

OIG staff initiated an investigation based on this information.

ALLEGATIONS

It is alleged that Heather Boland Geiger:

1. Has violated the terms of her DPA mortgage received in 2014 because she failed to maintain 1657 Bruman Terrace as her primary residence; and
2. Committed fraud by failing to report that she was renting her primary residence, 1657 Bruman Terrace, on her HHF Program application or to her HHF Advisor in order to obtain HHF Program funds.

The 2016 HHF Advisor Guide and the HHF Program loan documents require applicants to occupy the property indicated on their HHF Program application as their primary residence. If supported, the allegations would constitute violations of federal and/or state laws, including:

- Title 18, United States Code, §1001, False Statements;
- Section 817.034, Florida Statutes (F.S.), Making false statement to obtain property or credit;
- Section 817.545, F.S., Mortgage Fraud; and/or
- Section 837.06, F.S., False Official Statements.
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EXECUTIVE SUMMARY

From December 4, 2017 to September 24, 2018, OIG staff conducted interviews and reviewed significant documentation regarding these allegations. As a result of the investigation, OIG staff determined that the allegations of fraud against Ms. Boland Geiger, who failed to maintain 1657 Bruman Terrace as her primary residence and failed to report that she had rented her primary residence on a her HHF Program application or to her HHF Advisor in order to obtain HHF Program funds, were **Supported**.

COMPLAINANT INTERVIEW

On December 5, 2017, OIG staff conducted a recorded interview of Mr. Santo. During the interview, Mr. Santo confirmed the information he provided in his original complaint and stated the following (paraphrased):

- He and his wife were separating, and Ms. Santo was looking for a place to live.
- Ms. Santo's co-worker, Ms. Boland Geiger, was trying to lease her home due to possible job-related travel with her husband, but she said she could not sign a lease because of her mortgage.
- He recommended to Ms. Santo that the situation seemed "shady" because a lease protects both parties, but Ms. Santo moved into 1657 Bruman Terrace without a lease in approximately May 2017.
- At first, Ms. Boland Geiger and her husband stayed in their camper on the property associated with 1657 Bruman Terrace; but they later relocated to a camp ground, Wickham Recreational Vehicle (RV) Park.
- Ms. Santo has paid rent to Ms. Boland Geiger via cash, some checks, and a PayPal account, but Ms. Boland Geiger expressed concerns about receiving checks, which could be used to prove she was renting the home.
- Then he thought Ms. Boland Geiger may have experienced "hard times" and that she was trying to "extort extra money" from Ms. Santo by creating a lease and asking for a security deposit/last month's rent.
- Ms. Boland Geiger told Ms. Santo that the lease agreement would state that they are roommates and that the home was still her [Ms. Boland Geiger's] primary residence, but Ms. Santo told her that was not the case since she did not live there or have any contact with Ms. Santo.
- When Mr. Santo determined Ms. Boland Geiger had received assistance from a bond program that was not designed for people to then lease the property after receiving assistance, this was the red flag that caused him to file the complaint.
- Ms. Santo has saved text messages from Ms. Boland Geiger, with details about her trying to hide having a tenant due to the requirements of the mortgage funding.

Between December 5, 2017 and March 21, 2018, Mr. Santo called OIG staff several times to provide updates on the status of the rental situation. According to Mr. Santo, Ms. Boland Geiger started the eviction process and called the police to serve an eviction notice to Ms. Santo. He also stated that his name was included in the court proceedings; however, he has never lived at the home.

WITNESS INTERVIEW

On December 6, 2017, OIG staff conducted a recorded interview of Ms. Santo, who stated the following (paraphrased):

- She knew Ms. Boland Geiger because they had worked together.
- During the last week of May 2017, Ms. Santo needed to move, and Ms. Boland Geiger offered for Ms. Santo to rent 1657 Bruman Terrace:
 - She said she tried to accommodate Ms. Boland Geiger with her requests for different payment types, which included cash or PayPal, but she [Ms. Boland Geiger] did not want a check or "anything traceable".

- For the utilities associated with the home:
 - Ms. Boland Geiger kept the natural gas bill in her name;
 - Ms. Santo had all of the other utilities in her name; and
 - For the water bill:
 - They both had to go in person to change this utility account.
 - Ms. Boland Geiger, as the owner of the home, signed a statement that Ms. Santo was her “roommate” in order for them to transfer the account to Ms. Santo.
 - Ms. Santo said Ms. Boland Geiger was not her roommate.
 - Ms. Santo had two children living with her at the home.
- From the end of May 2017 until August 1, 2017, Ms. Boland Geiger and her new husband lived in their camper parked next to 1657 Bruman Terrace:
 - The original agreement was that they would relocate with the camper after the Geiger’s wedding on July 7, 2017.
 - They had purchased a camper because he is an electrician and could make a higher salary by traveling for work.
 - However, Mr. Geiger was finishing some training before they could travel for his employment.
 - They reimbursed Ms. Santo due to the additional utility expenses with the camper.
 - She was aware that Ms. Boland Geiger was terminated from her employment on June 18, 2017, and they said they could not afford to pay lot rent for the camper.
 - After a couple of months, Ms. Santo told them she “had enough” that if she was paying rent, then she did not want them living on the side of the home in the camper.
 - On August 1, 2017, they moved the camper and stayed at a campground, Wickham Park, Melbourne, FL.
- In November 2017, Ms. Boland Geiger told Ms. Santo that she wanted them to sign a lease:
 - Ms. Santo was requested to pay the last month’s rent, along with a \$500 security deposit, but
 - Ms. Boland Geiger needed the lease to say the home was her primary residence.
- On November 19, 2017, they met to discuss the terms of the lease, with Ms. Boland Geiger saying it could be month-to-month or a one-year lease; however, it had to say this was her primary residence and Ms. Santo explained:

She [Ms. Boland Geiger] specifically said that she was applying for different things and if anybody came to the door asking for her, that I needed to tell them that she just wasn’t home. That if anybody asked that I was her roommate and I’m really uncomfortable with that. I work in the housing industry. I am a mortgage processor and I have been in the mortgage industry for 20 years. I currently process and underwrite a lot of bond loans. So, I know what the terms are, but first of all it is a blessing for a lot of first time home buyers to be able to get that. I know the program that she did back in 2014 is different than what is being offered right now because they do change. But, the fact remains that is supposed to be your primary residence; and to know that she is applying for . . . a modification or something with her mortgage – wanting me to lie for her – I am not ok with it.

- According to Ms. Santo, if she moved out, then Ms. Boland Geiger said she would continue to rent the home, but they would hire a property manager because she did not want to deal with a tenant.
- However, she was not sure because Ms. Boland Geiger would then say that they may move back in the home.
- While she lived at 1657 Bruman Terrace, Ms. Santo said she did not believe Ms. Boland Geiger was paying the mortgage timely because she saw notices from U.S. Bank in the mail addressed to Ms. Boland Geiger.
- Ms. Santo said that she saved the text messages from Ms. Boland Geiger regarding their rental arrangement and other related issues.

- Ms. Santo said she would provide these messages along with copies of the utility bills that are in her name.

From December 6, 2017 through March 15, 2018, Ms. Santo corresponded via email and provided updates and documents in support of her rental status at 1657 Bruman Terrace, with details listed below:

- On January 8, 2018, Ms. Santo provided copies of the text messages (Exhibit 1) and eviction notices (Exhibit 2) via emails and she explained:

. . . I have not moved out yet as Jay probably told you. It's gotten pretty ugly with her and I can't wait to get out which I am hoping will be within the next few days. We've just had a hard time finding a place.

I hope these texts make sense...I literally have months worth and I am happy to send more. I included what I thought would be relevant and enough to verify that they were indeed renting the whole house to me and not living there. You'll even see a conversation where she talks about telling the water company that I am a roommate and something about them being on "vacation". She even told the Melbourne police this when she thought she had the right to move her stuff back into the house while I was still there. The officer came to the house and came in to see that my family occupies the entire house and let her know that she cannot occupy the dwelling as long as I'm there and that there is a civil process she has to go through. Now I don't intend on going through the eviction process, I plan on being out before that happens; however, she has provided false documents to me demanding the property back. I will send you those this evening.

Please let me know if any of this doesn't make sense and I'm happy to fill in the blanks. Thank you! Rebecca

Note: OIG staff contacted the Melbourne Police Department and received copies of the police reports filed regarding this matter (Exhibit 3). Pertinent parts of the police reports are listed below by date:

1/1/18	<p>Melbourne Police Department police report states: TypeDesc:DISTURBANCE-->POSS TO OCCUR Comment:COMP ADV THAT SHE HAS BEEN TRAVELLING AND HAD SOMEONE STAYING AT THE RESD AND NOW THEY ARE BACK AND WANT TO MOVE BACK INTO THE RESD AND THE FEMALE THAT HAS BEEN LIVING HAS BEEN INVITING HER ESTRANGE HUSBAND THERE AND THEY WOULD LIKE SUBJ SIG 42'D A42 Dispo:D Comment:GEIGER HAS RENTED THE RESIDENCE TO REBECCA SANTO AND GEIGER HAS NOT RESIDED INSIDE THE RESIDENCE SINCE JULY. ADVISED GEIGER THAT AS THE RESIDENT OF THE HOME, SANTO CAN INVITE PEOPLE IN. ALL PARTIES INVOLVED ACKNOWLEDGE THIS IS A LANDLORD/TENANT ISSUE TO BE RESOLVED CIVILY IN COURT. AT THIS TIME REBECCA AND HER HUSB/CHILDREN ARE RESIDING INSIDE THE RESIDENCE AND AGREED THAT GEIGER AND HER HUSB WILL BE STAYING IN THE RV LOCATED ON THE SIDE OF THE PROPERTY TEMPORARILY. GEIGER STATES SHE IS CONCERNED ABOUT JASON SANTO BEING IN THE RESIDENCE BECAUSE SHE BELIEVES HIM TO BE A VIOLENT PERSON. NO RECENT CALLS AT THE RESIDENCE COULD BE LOCATED.</p>
1/2/18	<p>Melbourne Police Department police report states: B61 Dispo:REFC Comment:18-136 - R/P UPSET DUE TO LANDLORD REPEATEDLY COMING TO RESIDENCE ASKING THEM TO VACATE. TODAY LANDLORD POSTED A NOTICE OF LEASE TERMINATION ON FRONT DOOR - PRE DATED. NO 22 OCCURRED</p>

- In an email dated February 2, 2018, Ms. Santo provided copies of Ms. Boland Geiger's receipts from her stay at the Wickham Park (Exhibit 4) and she stated:

Jay [Mr. Santo] wanted me to send the receipts we have from the Geiger's staying at Wickham Park from Aug 1 [2017]-Jan 1 [2018]. Please see attached. I am still in the property, but if all works out, I have found a place to move. I will know this weekend and then I can be done with this situation. She has taken things to a pretty crazy level. Her mail is currently being forwarded so it is no longer coming to the house. I received a notice for a Certified Letter for her from U.S. Bank which I marked refused and noted that the recipient does not live at that address. She has gotten several of them in the last week or so. To the best of my knowledge she is having all of their mail forwarded to her mother's address.

- In an email dated March 6, 2018, Ms. Santo stated, "I just wanted to let you know that I've moved out of the home. Please let me know if there is anything further I can do."
- In an email dated March 15, 2018, Ms. Santo provided copies of her utility statements for 1657 Bruman Terrace (Exhibit 5) and she stated, "I had water and FPL [Florida Power and Light] from May 30th [2017]-Mar 6th [2018] in my name. . ."

DOCUMENTATION/RECORDS ANALYSIS

OIG staff conducted reviews of the documents associated with Ms. Boland Geiger's HHF Program funding, which included: the HHF Program files on the Counselor Direct (CD) database. The results of the reviews are listed below by related documents, which are listed in bold:

HHF Program Application

On January 5, 2018, Ms. Boland Geiger signed the HHF Program loan eligibility determination documents (Exhibit 6).

- On her **HHF Intake Form**, which is the HHF Program application, Ms. Boland Geiger certified:
 - Her primary reason for her hardship was due to "unemployment"; and
 - 1657 Bruman Terrace. was her primary residence;
- In her **Hardship Letter**, Ms. Boland Geiger stated (paraphrased):

I lost my job in June. Then was impacted by Hurricane Irma (It cost a lot to evacuate and then there also had damage that has taken up the last of my savings). I have exhausted the 12 weeks of unemployment so I have zero income now.

Note: When OIG staff asked Ms. Santo whether she was aware of 1657 Bruman Terrace being damaged by Hurricane Irma or any other storms, Ms. Santo responded via email, which is listed below:

From: Rebecca Santo
Sent: Monday, September 24, 2018 1:09 PM
Subject: Re: Automatic reply: My contact info

I was living there during Irma. They left town and went north, to GA I believe. Before they left they did come and board up the windows. I have pictures of the storm damage sustained, it wasn't much. There were a few roof tiles that flew off, a couple pieces of siding came off or were hanging (Ben came and fixed them), the gate to the fence swung open and had to be fixed and the canopy (free standing) that was on the back patio was mangled. The tree in the front yard was leaning quite a bit after the storm, however that belonged to the neighbor that they share a common wall with. She had the tree removed. No other damage from Irma. I remember her telling me that they had fence damage from Matthew the year before and that's how they got the new fence put it, from insurance money.

If you need pictures let me know and I'll send them from my phone. Thank you for keeping me posted.

Rebecca

- By signing her **HHF Homeowner/Advisement Contract**, Ms. Boland Geiger agreed to several items, with relevant items listed below:
 - I/we will always provide honest and complete information to my/our HHF Advisor, whether verbally or in writing;
 - I/we will contact the HHF Advisor about any changes in our situation immediately; and
 - I/we authorize Florida Housing & HHF Advisor Agency and/or lender and/or servicer handling my/our loan to verify employment, income or assets in conjunction with qualification for assistance.
- On her **Hardship Affidavit**, Ms. Boland Geiger made certifications to ten items, and the items related to the allegations are listed below:
 1. Under penalty of perjury. I/we certify that all of the information in their affidavit is truthful and the event(s) identified above has/have contributed to my/our financial hardship.
 2. I/we understand and acknowledge that FHFC & HHF Advisor and/or its agents may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal and/or state law.
 4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any facts(s) in connection with the Hardship Affidavit, or if I/we do not provide all of the required documentation, I may not qualify for HHF assistance.
 10. In making their certification, I/we certify under penalty of perjury that all of the information in the document is truthful and that I/we understand that the Servicer, the U.S. Department of Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate federal law.

Note: During the initial HHF Program application process, Ms. Boland Geiger did not report to her HHF Advisor that her home was currently being rented and did not report the rental income.

Information from the “Member Notes” on the CD Database:

The Member Notes file on the CD Database is used by the HHF Advisors to document the correspondence related to each applicant. Listed below are some pertinent entries from Ms. Boland Geiger’s HHF Program file:

Nicole Gibson	12/14/2017 8:24 AM	Florida Housing Inspector General's office is reviewing allegations against this applicant that she is renting the home and living in a 5th wheeler. Do not approve file until review is complete
Cindy Short	01/05/2018 12:27 PM	I reached out to Nicole yesterday for a status update on the IG review; here is her response: Keep on gathering the docs as normal. Let us know when you have everything you need to approve the file (if it is approved). We will keep you informed as to the progress. Thanks for following up.
Cindy Short	02/22/2018 1:59 PM	Sent this email to the client today after receiving Nicole’s email: Heather, I have just received an email from Florida Housing regarding your application. Apparently, Florida Housing’s Inspector General is conducting a fraud investigation and there will not be a determination on your application until the investigation has been completed. At this <u>time</u> I am unable to provide you with a time frame as to when this will be completed. I will notify you once I hear anything further. Cindy L. Short Hardest Hit Advisor
Cindy Short	03/07/2018 9:05 AM	On 2/22/18 I spoke with the client; she was upset to learn that there was a fraud investigation. She told me that she had asked a friend to stay in her home when Heather and her husband went on their honeymoon, and when they returned, the girlfriend had moved her boyfriend in and refused to leave. She had to go through the courts to evict them, and as of yesterday, 3/6/18, they are out of the home. I called and spoke with Heather this morning and she also told me that she could provide a copy of the documentation once her attorney sends it to her. I told her that I would need that to send up to Florida Housing.

Searches of a Database and the Internet

The OIG staff also conducted searches of a database and the Internet for additional information associated with Ms. Boland Geiger and 1657 Bruman Terrace, with results listed below by source:

Source	Information Obtained
The (CLEAR) ¹ database	1657 Bruman Terrace is listed as Ms. Boland Geiger’s address from approximately 2014 to present; and she was listed as having a Florida Real Estate Sales license (SL3354091).
The Florida Department of Business and Professional Regulation (DBPR)	Heather Fawn Geiger is listed as a Sales Associate, with an initial licensure date of 4/22/16, a license expiration date of 3/31/18, and a license status as “involuntary inactive, inactive”.
The Brevard County Property Appraiser’s Office (BCPAO)	As of 12/5/17 and 9/18/18, Ms. Boland Geiger still has homestead exemption status on 1657 Bruman Terrace.
The Brevard County Clerk of Courts (BCCOC)	Ms. Boland Geiger’s address was listed as 1575 Marcello Dr., Melbourne, FL 32934, on the eviction case records she filed against Mr. and Ms. Santo. On 1/22/18, Ms. Santo filed a Motion in Response to the Eviction Summons, which has been attached for further review (Exhibit 7).
The real estate website Zillow (www.Zillow.com).	1657 Bruman Terrace has not been listed on this site as a rental property.

Based upon the documents reviewed, a timeline of activity (Exhibit 8) was created, with some details listed below regarding Ms. Boland Geiger’s receipt of DPA funding, along with her vacating the property while she still applied to receive HHF Program funds.

Date	Activity
4/22/14	Heather F. Boland purchased 1657 Bruman Terrace, Melbourne, FL and received \$10,000 in DPA, which required her to reside in the home as her primary residence.
5/27/17	Ms. Santo opened the water, sewer and garbage utility accounts (#142300) with the City of Melbourne for 1657 Bruman Terrace.
7/7/17	Heather Fawn Boland married Ben Robert Geiger.
8/1/17-1/9/18	Ms. Boland Geiger rented a RV slip for a 5th wheel camper from Wickham Park, 2500 Parkway Dr., Melbourne, FL 32935.
11/16/17	Ms. Boland Geiger started to apply for HHF Program funds. (Note: As reported above, Ms. Santo said she met with Ms. Boland Geiger to discuss the terms of the lease on 11/19/17; however, the lease had to say 1657 Bruman Terrace was Ms. Boland Geiger’s primary residence and if asked, Ms. Santo was to say they were roommates.)
1/1/18 & 1/2/18	Ms. Boland Geiger had filed a Notice of Termination, a Three-Day Notice to Holdover Tenant, and contacted the Melbourne Police Department as she was trying to evict Ms. Santo.
1/5/18	Ms. Boland Geiger signed her HHF Program application certifying that she occupied 1657 Bruman Terrace as her primary residence and that it is not vacant, condemned or rented.
1/29/18	OIG staff gave permission for Ms. Gibson to notify the HHF Advisor and Ms. Boland Geiger of the pending fraud investigation based on: Ms. Boland Geiger signing the HHF Application on 1/5/18; and certifying the home was owner occupied/her primary residence, while the tenant was still residing in the home, with Ms. Boland Geiger filing for eviction on 1/9/18 – as evidenced by the court docket.
2/5/18	Ms. Boland Geiger provided an email response and documentation to U.S. Bank - as she stated that ". . . 1657 Bruman Ter. . . is still our primary residence however there has been an issue with us not getting or mail. . ."
3/8/18	Ms. Boland Geiger sent an email to her HHF Advisor stating that Ms. Santo had been evicted and she provided a copy of the Final Judgment of Eviction filed by Ms. Boland Geiger and her husband against Ms. Santo and her husband.

¹ Consolidated Lead Evaluation and Reporting (CLEAR) is a public records search platform, designed specifically for and law enforcement use.

As previously reported above, Florida Housing program staff members were contacted in December 2017 regarding the complaint about Ms. Boland Geiger's receipt of DPA funds in 2014 and her application for HHF Program funds in 2018. Details are listed below by specific program:

DPA Program

Ms. Boland Geiger received DPA funds in 2014, which required for her to maintain 1657 Bruman Terrace as her residence. Mr. White and OIG staff corresponded via emails with U.S. Bank staff during their attempts to verify her compliance with the terms of the DPA mortgage:

- On December 14, 2017:
 - Mr. White requested Michelle Mayes, Mortgage Supervisor, U.S. Bank, to send a letter to Ms. Boland Geiger to determine whether she had vacated and rented the home; and
 - Ms. Mayes said they would send a letter and monitor for the response.
- On January 16, 2018, Ms. Mayes stated:

For this customer we did not receive a written response about the occupancy of the home. However, I do see that the customer is set up on a Disaster area forbearance with our company so they had called in about the Hurricane in their area so that is more than likely the reason they may not have responded or may not be residing in the home.

We have not received anything in writing confirming if they have someone else residing there, or what their intent is with the home, etc. If you would like us to send a follow-up letter on this account, please let us know and I can have that sent out.

- On January 18, 2018, OIG staff:
 - Provided Florida Housing Program staff and U.S. Bank staff with copies of the eviction notices filed by Ms. Boland Geiger, along with an email string from Ms. Santo, who stated that her plans were to move out of 1657 Bruman Terrace on January 22, 2018; and
 - Requested U.S. Bank staff send an additional occupancy letter to Ms. Boland Geiger, which was sent by U.S. Bank staff on the same date.
- On February 22, 2018, U.S. Bank staff reported the following, "Regarding the occupancy, the borrower did send an email stating they still occupy the property as their primary residence. Would you like us to continue monitoring the occupancy on this account?" The email from Ms. Boland Geiger is listed on the right:

From: "Heather Boland" <heatherboland@gmail.com>
 Date: Feb 5, 2018 5:02 PM
 Subject: Account 9902593103 Mailing Address
 To: <usblm515servicingshared@usbank.com>
 Cc:

Hello.
 I received a letter stating that my mailing address is different than the property address. Please note that 1657 Bruman Ter, Melbourne, FL 32935 is still our primary residence however there has been an issue with us not getting our mail (our neighbors are also having the same issue), so we forwarded our mail temporarily to my mother's house as she lives close enough that we pick up our mail there a few times a week. This seems to have resolved the problem as we have not been missing mail since we did this.

It's only a temporary mail forwarding through 3/15/18 (we wanted to make sure we would get all of our tax documents).

1. You recently sent me a certified letter to the property address and you will see I signed for so that should be enough proof.
2. I am attaching a copy of the forwarding mail request: as you can see it says temporary and the end date is 3/15/18.
3. I am also providing you a copy of a utility bill for the property: you can see it is for that property and still goes to that property.
4. Also attached is a copy of my driver's license (in my married name and my old one in my maiden name) that shows my primary residence is still the property.

Please let me know if you have any questions: you can call me at [321-514-7771](tel:321-514-7771).

Thank you.
 Heather Boland-Geiger

As indicated in the email above, Ms. Boland Geiger reported that 1657 Bruman Terrace was “still our primary residence. . .” and she provided the following documents to U.S. Bank as proof of residency: temporary mail forwarding request; a gas bill; and copies of her driver’s licenses, which have been attached for further review (Exhibit 9).

Note: When interviewed, Ms. Santo explained that Ms. Boland Geiger kept the natural gas bill in her name, but Ms. Santo explained to OIG staff that all of the other utilities for the home were in her [Ms. Santo’s] name.

- On February 23, 2018, OIG staff requested U.S. Bank continue to monitor Ms. Boland Geiger’s occupancy due to the pending rental situation; however, no additional occupancy updates have been received from U.S. Bank to date.

HHF Program

Ms. Boland Geiger started to apply for HHF Program funds in November 2017, which required for her to maintain 1657 Bruman Terrace as her primary residence. Ms. Gibson and OIG staff corresponded via emails regarding this matter:

- On December 14, 2017, Ms. Gibson said she placed a note in the HHF Program application file to notify the HHF Advisor of the review of the allegations.
- On January 14, 2018, Ms. Gibson notified OIG staff that Ms. Boland Geiger was completing her HHF Program application.
- On January 18, 2018, Ms. Gibson said the HHF Advisor updated the HHF Program file with the application documents from Ms. Boland Geiger.
- On January 26, 2018:
 - Ms. Gibson sent an OIG staff an update that underwriting staff had completed their review of Ms. Boland Geiger’s HHF Program application and asked for the next step.
 - OIG staff responded stating that Ms. Santo still lived in the home, with court records/other documents confirming this rental situation.
- On January 29, 2018, Ms. Gibson notified the HHF Advisor of the pending investigation and placed the HHF Program application file on hold.
- On February 22, 2018, Ms. Gibson said, “As part of the Hardship Affidavit in the Intake Package, on 1/5/2018 she certified that her property is owner-occupied and her primary residence and is not vacant, condemned or rented. We still have this file as pending.”
- On March 8, 2018, Ms. Gibson forwarded the emails listed to the right from the HHF Advisor, Cindy Short, and Ms. Boland Geiger, who also provided a copy of the Final Judgment of Eviction (Exhibit 10) filed by Ms. Boland Geiger and her husband against Ms. Santo and her husband.
 - Ms. Boland Geiger also provided a copy of the eviction documents, which have been attached for further review (Exhibit 10).

From: Short, Cindy [<mailto:cindy.short@brevardfl.gov>]
Sent: Thursday, March 8, 2018 8:36 AM
To: Nicole Gibson <Nicole.Gibson@floridahousing.org>
Subject: UMAP Client Heather Geiger
Importance: High

Hi Nicole,
Please see the attached paperwork regarding my UMAP client Heather Geiger and her investigation with your Inspector General. According to the client, the person has been evicted and they are in the process of returning into the home. She and I spoke at length on Tuesday and she told me what was happening and that as soon as the client was evicted, she would provide proof. Is there anything further that she needs to provide? Also, do I need to send this paperwork up to Underwriting as well? Please advise-thank you.
Cindy L. Short
Hardest Hit Advisor
Brevard County Housing & Human Services
2725 Judge Fran Jamieson Way Bldg B Suite 103
Melbourne, FL 32940
321-633-2007
321-633-2026 fax

From: Heather Boland [<mailto:hopeharmonyhappiness@gmail.com>]
Sent: Wednesday, March 07, 2018 3:46 PM
To: Short, Cindy
Subject: Eviction

The (former) friend we allowed to stay at our house has officially been evicted. Judge’s signature is on page 3.

If there are any questions, I can be reached at 321-514-7771.

Thank you again,
Heather Geiger

ADDITIONAL WITNESS INTERVIEW

On August 23, 2018, OIG staff conducted a recorded telephone interview with Ms. Short, who stated the following regarding her knowledge of Ms. Boland Geiger's HHF Program application to include whether Ms. Boland Geiger disclosed renting the home, while applying for HHF Program funds (paraphrased):

- On November 28, 2017, Ms. Boland Geiger's HHF Program application was assigned to Ms. Short.
- On November 29, 2017, Ms. Short sent an initial email to Ms. Boland Geiger requesting additional information.
- On December 29, 2017, Ms. Short received four separate emails from Ms. Boland Geiger with HHF Program application information and unemployment was listed the reason for her hardship.
- On January 4, 2018, Ms. Gibson sent an email to Ms. Short to notify her:
 - of the complaint filed against Ms. Boland Geiger, who was reported to be renting the home and living in a 5th wheeler;
 - that OIG staff were conducting a review; and
 - Ms. Short was instructed to keep gathering the documents, but not to approve the file until she received an update on the results of the OIG review.
- On January 8, 2018, Ms. Short had Ms. Boland Geiger sign additional forms to reflect her name change from her recent marriage.
- In an email dated January 12, 2018, Ms. Boland Geiger asked Ms. Short for an update on the status of her file:
 - Due to the OIG review, Ms. Short had not said "anything" to Ms. Boland Geiger; and
 - Ms. Short contacted Ms. Gibson, who explained that she believed Florida Housing received proof of the home being rented.
- In an email correspondence on January 18, 2018, Ms. Gibson said:

We know she's [Ms. Boland Geiger] not living in the house currently – apparently the renters are moving out. She has told them that she is moving back in and renting an RV out that she is currently occupying. I need to review if she [Ms. Boland Geiger] lied on her application because that would make her ineligible since she isn't living in the house at the time of qualification. Also, if she does get approved, she will have to constantly have to prove that she is occupying the house and not renting it out.

- Ms. Gibson also asked whether Ms. Boland Geiger listed rental income on her application, Ms. Short said she checked the file, but she [Ms. Boland Geiger] had not listed that she was receiving any income; and
- Ms. Gibson directed Ms. Short to submit Ms. Boland Geiger's HHF Program application file.
- In January 2018, Ms. Short corresponded with Ms. Boland Geiger, who said her lender sent a notice of their intention to foreclose on the home, but she contacted them and was given more time due to filing for HHF Program funds.
- In early February 2018:
 - Ms. Boland Geiger sent an email to Ms. Short asking for the status of her file.
 - Ms. Short told her she would contact her when she received any updates.
 - Ms. Short also said she received a phone call from Ms. Boland Geiger, who provided the following explanation:

She [Ms. Boland Geiger] was having to evict her tenants because they would not leave the home. She had told them that she was moving back in. They wouldn't leave, they had locked her out, and changed the locks. You know, made it virtually impossible. So, she had to retain an attorney and officially evict them from her home, which she then told me that was because

why [sic] they [Ms. Boland Geiger and her husband] were staying in a 5th wheel. She [Ms. Boland Geiger] also shared with me at the time that this person and her, that was living there, they knew each other from working together formerly. She knew that she, Heather, had applied for Hardest Hit and that she wanted to get back at her by calling Florida Housing and telling them that she was no longer there because she knew it would affect her first time home buyer [DPA] assistance/loan that she had gotten because it had to be her principle residence. So, Heather was really upset about learning that she [Ms. Santo] had done that [filed a complaint with Florida Housing].

- Ms. Boland Geiger provided Ms. Short with a copy of the eviction documents and requested the documents be included in her HHF Program application.
- Ms. Short forwarded it to Ms. Gibson and explained that Ms. Boland Geiger said she was in the process of moving back into the home.
- In an email dated March 28, 2018, Ms. Gibson said the investigation is ongoing; and
- When asked whether Ms. Boland Geiger ever explained when she left the home or when she was going back, Ms. Short stated:

Well, the story was kind of interesting. What she told me was that they were on their honeymoon and the people that were staying there were just supposed to be house sitting. Apparently, they didn't have anywhere to stay, and it was a great deal for both of them because while they're looking for somewhere to stay, they would watch their animals and her home. Her and her husband could go on their honeymoon and not worry about their things. Then when they came back, apparently these people set-up residence and changed the locks and wouldn't let her back in, but I didn't know anything about that until much later in the application process [after Ms. Geiger was notified of the complaint and OIG investigation] . . . But initially none of that had been said to me.

SUBJECT INTERVIEW

On August 23, 2018, OIG staff attempted to conduct a recorded telephone interview with Ms. Boland Geiger:

- She initially agreed to voluntarily participate in the recorded statement.
- As part of the interview script, OIG staff read the statement below:

Whoever makes a false statement under oath in an official proceeding in regard to any material matter may have committed a felony of the third degree under Florida Statute (s. 837.02, Perjury in official proceeding). Do you understand?

- Ms. Boland Geiger did not respond and when OIG staff asked whether she was still there, she said, "Yeah"
- When asked again whether she understood, Ms. Boland Geiger said:

Yeah, I'm sorry. It's kind of [inaudible] I think it is because I am under some power lines. I did not catch everything that you said. You know, let me pull over. Let me get your phone number and I'll call you back when I get home because I don't want [sic] It was hard to hear you and I just don't want it to skip out again. . . I'm on my way up to the hospital because I had to go to the ER [emergency room] last night. So, I'm on my way to get my car. So, it's going to be like an hour.

- In an email dated August 23, 2018, OIG staff provided Ms. Boland Geiger with the OIG staff contact information for her to call back at her convenience, and Ms. Boland Geiger responded via email on August 24, 2018, by stating:

. . . As I mentioned yesterday, I am surprised by this call as I thought this application was cancelled in May when we notified Cindy [Ms. Short] we decided to file bankruptcy [sic] so I don't feel there is anything additional to discuss.

If you have further questions, my attorney said you can contact him: Geoffrey P Golub PA Attorney at Law (321) 757-6848.

Thank you,
Heather Geiger

Note: Based on the information gathered, OIG staff did not contact Ms. Boland Geiger's attorney.

ADDITIONAL ISSUES

In accordance with §20.055(7), F.S., which requires the OIG to conduct, supervise, or coordinate other activities carried out or financed by that state agency for the purpose of promoting economy and efficiency in the administration of, or preventing and detecting fraud and abuse in, its programs and operations, OIG staff contacted a representative of the BCPAO regarding this matter. OIG staff informed them of Ms. Boland Geiger's rental situation at 1657 Bruman Terrace due to the issues related to her being granted Homestead Exemption, while renting the home.

In an email dated September 24, 2018, Ed Pollock, Director of Homestead Exemption Investigations, BCPAO, stated the following in response:

We previously worked that file and removed the Homestead Exemption for 2018, liened the property for 2017, because it had been rented. The lien has been paid.

It no longer has an exemption.

He also provided a redacted copy of their investigative report dated August 6, 2018, with some details listed below:

- They confirmed that Ms. Santo rented Ms. Boland Geiger's home.
- They also contacted a person, who has a six-month rental agreement to rent a room at 1657 Bruman Terrace from April – October 2018.
- In their report, Mr. Pollock listed their findings as, "Investigation revealed homestead was a rental."
- In addition, when questioned by BCPAO staff, Ms. Boland Geiger [CLAIMANT] provided the following explanation:

CLAIMANT further stated she was renting the homestead for a short period, attempting to avoid losing the residence awaiting her disability insurance which has recently been approved. CLAIMANT medical disability insurance coverage with State Farm Auto is covering the homestead mortgage.

Note: With Mr. Pollock's permission, OIG staff provided a copy of this redacted report to U.S. Bank for their review and action deemed appropriate.

FINDINGS/CONCLUSIONS

It is alleged that Heather Boland Geiger:

1. Has violated the terms of her DPA mortgage received in 2014 because she failed to maintain 1657 Bruman Terrace as her primary residence; and
2. Committed fraud by failing to report that she was renting her primary residence, 1657 Bruman Terrace, on her HHF Program application or to her HHF Advisor in order to obtain HHF Program funds.

The allegations were **Supported** by:

- documents obtained from: CD, BCPAO, BCCOC, U.S. Bank, Ms. Santo, and Ms. Boland Geiger; and
- testimony provided by Mr. Santo, Ms. Santo, Ms. Short, and Ms. Boland Geiger, which both confirm that Ms. Boland Geiger rented the property during her HHF Program application process, plus she has continued to rent the property in violation of her DPA mortgage terms.

In accordance with §20.055(7)(c), F.S., October 2, 2018, the investigation was coordinated with the Florida Department of Law Enforcement (FDLE) for a possible violation of federal and/or state laws, including:

- Title 18, United States Code, §1001, False Statements;
- Section 817.03, Florida Statutes (F.S.), Making false statement to obtain property or credit;
- Section 817.545, F.S., Mortgage Fraud; and/or
- Section 837.06, F.S., False Official Statements.

On November 1, 2018, FDLE advised that the case was reviewed with Assistant State Attorney Michael Hunt and the decision to decline to prosecute was based on the following facts:

- Geiger's limited criminal history, none of which pertained to fraud;
- Geiger's exclusion from any future Florida Housing loans or grants; and
- The fact that Geiger did not actually receive any HHF funds.

INSPECTOR GENERAL COMMENTS

Although Florida Housing does not have jurisdiction over issues related to lenders and their enforcement of mortgage terms, U.S. Bank staff have been monitoring this matter and were notified of the update from the BCPAO pertaining to Ms. Boland Geiger losing homestead exemption status as their investigation revealed the home was a rental. As previously reported above, Ms. Boland Geiger is in violation of the terms of her DPA mortgage when she fails to maintain 1657 Bruman Terrace as her primary residence.

Regarding Ms. Boland Geiger's license as a real estate sales person, if further investigation supports the OIG findings that Ms. Boland Geiger committed fraud during her HHF Program application process, then FDLE or SIGTARP investigators need to provide this information to the Florida Real Estate Commission for review and action deemed appropriate.

CERTIFICATIONS

The investigation was completed in accordance with accreditation standards established by The Commission for Florida Law Enforcement Accreditation and has been conducted in compliance with the "Quality Standards for Investigations" found within the *Principles and Standards for the Office of Inspector General*.


Name, Title, Office of Inspector General

APPROVALS



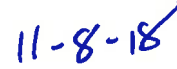
Melanje Yopp
Investigator



Date



Chris Hirst
Inspector General



Date