

PART C – Decision under Appeal

The decision under appeal is the Ministry of Social Development and Social Innovation (ministry)'s reconsideration decision dated July 28, 2016, finding the appellant is not eligible to receive a crisis supplement of \$400 to help pay his July 2016 rent because his request does not meet two of the three legislated criteria in s. 57 of the Employment and Assistance for Persons with Disability Regulation (EAPWDR) in that failure to obtain the funding will not result in imminent danger to his health and he has alternate source of funding in his shelter allowance.

PART D – Relevant Legislation

The relevant legislation is section 57 of the EAPWDR.

PART E – Summary of Facts

The appellant currently receives disability assistance as a sole recipient in the amount of \$946.42 monthly. Of this, \$375 is for shelter costs. The appellant's last reported shelter costs were \$980, of which \$787 was rent and \$193 was utilities.

The evidence before the ministry at the time of the reconsideration decision consisted of:

1. A letter from the appellant's landlord dated July 1, 2016, stating that, due to several missed payments in 2015/2016, the landlord wished to enter into an "Agreement for Sale" with the appellant for the mobile home in which he resides for \$697.20 per month. This comprised: \$274.20 rent for the mobile home, \$313 pad rental, \$25 property taxes, \$30 insurance and \$55 furnace loan.
2. A request for a crisis supplement from the appellant dated July 7, 2016 for \$400 to pay his July rent on the basis that his roommate had unexpectedly moved out and was not paying his portion of the July rent. The request also stated that the appellant had made a payment of \$300.
3. An eviction notice, received by the ministry on July 11, based on non-payment of July rent of \$697.
4. On July 13, the ministry confirmed the following with the appellant's landlord:
 - a. The full July rent of \$697 was outstanding;
 - b. The appellant was continually late paying rent;
 - c. Many concessions had been made to the appellant in the past including waving rent on the trailer and only charging for the pad;
 - d. The appellant allowed a roommate to move in despite being told that permission would not be granted until the appropriate checks had been carried out.
5. A Request for Reconsideration in which the appellant states that he is in a rent-to-own situation with the mobile home and that he has made many improvements to it including purchasing a furnace, washer and dryer and new floors and carrying out significant general maintenance. The appellant also states that he brought in a roommate when the rent was raised and that he has pawned his winter car wheels in order to pay rent owing before July.

PART F – Reasons for Panel Decision

The issue under appeal is the reasonableness of the ministry's decision finding the appellant is not eligible to receive a crisis supplement to help pay his July rent because he does not meet two of the three legislated criteria.

The relevant legislation is section 57 of the EAPWDR:

Crisis supplement

- 57** (1) The minister may provide a crisis supplement to or for a family unit that is eligible for disability assistance or hardship assistance if
- (a) the family unit or a person in the family unit requires the supplement to meet an unexpected expense or obtain an item unexpectedly needed and is unable to meet the expense or obtain the item because there are no resources available to the family unit, and
 - (b) the minister considers that failure to meet the expense or obtain the item will result in
 - (i) imminent danger to the physical health of any person in the family unit, or
 - (ii) removal of a child under the *Child, Family and Community Service Act*.
- (2) A crisis supplement may be provided only for the calendar month in which the application or request for the supplement is made.
- (3) A crisis supplement may not be provided for the purpose of obtaining
- (a) a supplement described in Schedule C, or
 - (b) any other health care goods or services.
- (4) A crisis supplement provided for food, shelter or clothing is subject to the following limitations:
- (a) if for food, the maximum amount that may be provided in a calendar month is \$20 for each person in the family unit;
 - (b) if for shelter, the maximum amount that may be provided in a calendar month is the smaller of
 - (i) the family unit's actual shelter cost, and
 - (ii) the maximum set out in section 4 of Schedule A or Table 2 of Schedule D, as applicable, for a family unit that matches the family unit;
 - (c) if for clothing, the amount that may be provided must not exceed the smaller of
 - (i) \$100 for each person in the family unit in the 12 calendar month period preceding the date of application for the crisis supplement, and
 - (ii) \$400 for the family unit in the 12 calendar month period preceding the date of application for the crisis supplement.
- (5) The cumulative amount of crisis supplements that may be provided to or for a family unit in a year must not exceed the amount calculated under subsection (6).
- (6) In the calendar month in which the application or request for the supplement is made, the amount under subsection (5) is calculated by multiplying by 2 the maximum amount of disability assistance or hardship assistance that may be provided for the month under Schedule A or Schedule D to a family unit that matches the family unit.
- (7) Despite subsection (4) (b) or (5) or both, a crisis supplement may be provided to or for a family unit for the following:
- (a) fuel for heating;
 - (b) fuel for cooking meals;
 - (c) water;
 - (d) hydro.

The Appellant's Position

At the hearing the appellant insisted that he does meet the three legislated requirements in that his

roommate moving out was unexpected, not being able to pay his rent placed his health in imminent danger in that he will be evicted and so homeless, and he does not have any other sources of money to pay his July rent. The appellant stated that he offered the landlord \$300 in partial payment but the landlord refused insisting on full payment.

The appellant presented as a witness his former roommate who confirmed that he had unexpectedly moved out in July.

The Ministry's Position

The ministry's position was that the appellant meets the criteria that the expense is unexpected because he could not have expected that his roommate would suddenly move out. However, the ministry considers that there is insufficient evidence to establish imminent danger to the appellant's health. It also considers that the appellant does have alternate sources of money available in that he was issued his full shelter allowance for July and if the appellant chooses to live in accommodations that exceed that amount, it is not the ministry's responsibility to pay the difference through a crisis grant. Alternatively, the ministry argued that the amount of the rent owing is the responsibility of the appellant's roommate and the ministry has no authority to pay the appellant's roommate's rent.

The Panel's Analysis

1. Unexpected Expense

The fact that the appellant's need for additional funding to pay his July rent was unexpected is not in question.

2. Alternate Resources

If the unexpected event of the appellant's roommate moving out had not occurred, the appellant would have had sufficient money to pay the July rent. As a result of the unexpected event, the appellant does not have enough money for the July rent. This has left the appellant in a position, unanticipated and beyond his control, of having no resources to pay the \$397.20 shortfall in his July rent.

While the panel agrees with the ministry that it has provided the appellant with the legislated amount of shelter allowance for July, to characterize this money as being available as an "alternate resource available to the appellant" is not reasonable because it is already committed and so not available.

Furthermore, to characterize the remaining rent amount owing over and above the amount the ministry has provided to the appellant as the roommate's responsibility is not reasonable. The mobile home is the appellant's home for which he has entered into a rental agreement and for which he is legally responsible to pay the full rent. This is not changed if he shares the accommodation and collects money from that roommate to pay his rent.

In the final analysis, the unexpected event left the appellant in a position where he is, to quote the legislation, "unable to meet the expense... because there are no resources available" to him. The panel finds that the ministry's determination that the appellant had alternate resources available to

him to meet the unexpected expense was not reasonable.

3. Imminent Danger to Health

At the time of the hearing the appellant was still in his mobile home. He is engaged in an arbitration with the landlord concerning certain matters in the proposed “Agreement for Sale” during which he cannot be evicted. There is no indication that the appellant is about to be evicted, nor did the appellant provide the ministry with any evidence regarding what options he had or did not have should he be evicted. Accordingly, the panel finds that the ministry’s determination that there was insufficient evidence to establish an immediate threat to the appellant’s health should the crisis supplement not be provided was reasonable.

Accordingly, the panel finds that the Ministry’s decision to deny the appellant a crisis supplement for his July rent was a reasonable application of the relevant legislation and confirms the Ministry’s reconsideration decision.