

**PART C – DECISION UNDER APPEAL**

The decision under appeal is the Ministry of Social Development and Poverty Reduction (the ministry) reconsideration decision dated March 13, 2018 which denied the appellant's request for a supplement for moving costs as the ministry found that the appellant's request did not meet the requirements to be eligible for the moving supplement under Section 55 of the Employment and Assistance for Persons With Disabilities Regulation (EAPWDR).

**PART D – RELEVANT LEGISLATION**

Employment and Assistance for Persons With Disabilities Regulation (EAPWDR), Section 55

## PART E – SUMMARY OF FACTS

The evidence before the ministry on Reconsideration included the following documents:

- 1) Undated online advertisements for “brand new 2 bedroom spacious basement suite for rent” in the same community;
- 2) Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Eviction Notice”) signed by the appellant October 1, 2017, indicating that the appellant would move out of the rental unit by November 30, 2017. The reason identified by the landlord for the Eviction Notice was: “the rental unit will be occupied by the landlord or the landlord’s close family member (parent, spouse or child; or the parent of child of that individual’s spouse) and the landlord wrote “child.” The other options for reasons for the Eviction Notice include:
  - “all of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit;”
  - “the landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant;”;
- 3) Copy of email to the appellant’s mother dated November 3, 2017 in which the Residential Tenancy Office (RTB) wrote that the landlord may serve a 2 month notice to end tenancy for the landlord’s use of property if the landlord or an immediate family member plans in good faith to use the property or the landlord plans to do major construction that requires the unit to be empty. If accepted, the tenant is entitled to one month’s free rent on or before the effective date of the notice.
- 4) Letter to the landlord dated November 3, 2017 in which the appellant’s mother wrote:
  - She paid rent for November 2017 in the amount of \$850.
  - Their move out date is December 31, 2017.
  - They are entitled to one month’s free rent.
  - If they move in the month that they paid the full amount of the rent, they are entitled to a pro-rated amount in addition to the one month’s free rent.
  - They are entitled to reimbursement of half month’s deposit upon move-out inspection.
  - She believes the landlord has not given the Eviction Notice in good faith and she is contesting the reasons given for ending the tenancy.
  - Enclosing copy of a cheque dated November 3, 2017 payable to the landlord in the amount of \$850.
- 5) Online advertisement dated November 8, 2017 for sale of the property in which the appellant’s rental suite was located, which included a photograph of the landlord and her husband and their telephone number;
- 6) Letter to the ministry dated December 3, 2017 in which the appellant’s mother enclosed a Shelter Information form confirming her current address and wrote:
  - She still resides at the same address although she has been given notice to end the tenancy due to her landlord’s family member occupying her suite as of January 2018.
  - She is actively searching for a new residence and comparative housing costs and deposits have increased by upwards of 100%.
  - The deduction of her shelter allowance has caused undue financial stress and hardship for securing a new residence for 2018.
  - She advised the ministry on November 9 that her landlord had incorrectly dated the end of the tenancy as November 30.

- She must come up with a 50% deposit and first month's rent in order to secure a new residence, and she is unable to cover any of these expenses without her shelter allowance.
- 7) Residential Tenancy Agreement dated December 17, 2017 for a tenancy to commence on January 1, 2018 on a month-to-month basis at a rent of \$1,100 including utilities;
  - 8) Copy of cheque dated December 17, 2017 payable to the landlord in the amount of \$550 for "rental deposit;"
  - 9) Letter to the ministry dated December 28, 2017 in which the appellant, assisted by his mother, provided moving quotes and a request for a moving supplement for December 2017. The appellant wrote:
    - He is required to move as of December 31, 2017.
    - With the lack of rentals available in the community, he was only able to secure a residence in the past week and he is under time constraints for arranging quotes and confirming an available moving company on or before December 31, 2017.
    - A summary of 4 quotes for moving ranging from \$1,039.50 to \$3,366.13;
    - He included a copy of the rent cheque for November 2017 confirming it was deposited by the landlord on December 4, 2017.
    - According to the BC Tenancy Act (the *Residential Tenancy Act*), 2 full months' notice was required and he is required to vacate the suite by December 31, 2017.
    - The shelter allowance of \$375 for December 2017 does not cover the rental deposit of \$550 plus moving expenses of \$1,040 or more. The monthly shelter allowance of \$375 for January 2018 and upcoming months does not cover the \$1,100 rental costs and did not cover his previous rental fee of \$850 either. He has incurred significant debt in order to cover his basic needs of shelter, food and transportation.
    - He has exhausted all options and does not have any assistance available to him by family or friends;
  - 10) Copy of email to the appellant's mother dated December 28, 2017 in which the RTB wrote that the notice effective end date is December 31, 2017;
  - 11) Bill of Lading dated December 31, 2017 for moving services for the appellant's mother in the amount of \$1,248.59;
  - 12) Copy of cheque dated January 1, 2018 payable to the landlord in the amount of \$1,100 as "rent for January 2018;"
  - 13) Copy of a confirmation to the friend of the appellant's mother who provided the funds for the cost of the moving, totalling \$1,248.59, that money was sent on January 12, 2018 in the amount of \$248.59 and January 22, 2018 in the amount of \$1,000;
  - 14) Letter dated February 22, 2018 in which a friend wrote that she loaned the appellant and his mother the amount of \$1,248.59 to cover the cost of a moving company on December 31, 2017, as with no monies available from the ministry, they were in a desperate situation. The friend also wrote that the debt has been paid in full by January 22, 2018; and,
  - 15) Request for Reconsideration dated February 13, 2018.

In his Request for Reconsideration, the appellant, with his mother's assistance, wrote:

- His mother contacted the ministry on his behalf to advise that the landlord required him to move as a family member would be moving into the rental accommodation and that they intended to do renovations, including demolishing walls, prior to him moving in.
- The landlord stipulated that he move out by November 30, 2017 but the RTB advised that they did not have to vacate until December 31, 2017 and he paid his rent for November 2017. This cheque was deposited by the landlord on December 4, 2017.

- The city advised that the landlord did not apply for a building permit and was being fined for an illegal suite.
- The first week of November, a “For Sale” sign was erected on the property, and the suite was advertised for rent as of January 1, 2018 for an increased rental amount.
- They exhausted all options for moving over the holiday season, requesting assistance from family and friends.
- The cheapest of 6 quotes for moving services was \$1,039.50 and the total paid was \$1,248.59 by way of loan. The loan was repaid in two instalments of \$248.59 on January 12 and \$1,000 on January 22, 2018.
- He did not pay rent for the month of December 2017; however, he received \$375 from the ministry which he used to pay his share of the damage deposit of \$275.
- He received \$375 for shelter which was paid towards \$550 for his share of the rent for his new residence, leaving him with a deficit and no monies available for moving expenses.

***Additional information***

In his Notice of Appeal dated April 3, 2018, the appellant expressed his disagreement with the ministry’s reconsideration decision and wrote that he believes that the ministry did not take into account that his former residence was being sold and that he did not have the financial resources to move at the time of his request.

At the hearing, the appellant provided the following additional documents:

- 1) Opening and Closing remarks by the appellant’s mother, as his advocate, along with copies of 3 previous decisions of the Employment and Assistance Appeal Tribunal (EAAT);
- 2) Second page of an undated two-page letter in which the appellant’s mother wrote that she questions whether the Eviction Notice was given in good faith, noting that a “For Sale” sign was on the front lawn on November 6 in addition to the online listing;
- 3) Letter from the ministry to the appellant dated December 28, 2017 requiring rent receipts;
- 4) Copy of the online submission to the ministry by the appellant and his mother dated December 28, 2017, including a reference to documents provided as attachments;
- 5) Handwritten notes by the appellant’s mother dated December 29, 2017 providing a summary of telephone conversations on that date between the appellant’s mother and the ministry;
- 6) Incomplete ministry Repayment Agreements dated January 3, 2018 in the appellant’s name;
- 7) Incomplete ministry Repayment Agreement dated January 8, 2018 in the name of the appellant’s mother, with a handwritten note that included: “agreement shredded (15 January 2018) incorrect issue cheque cancelled as well” ;
- 8) Completed ministry Repayment Agreement dated January 22, 2018 in which the appellant acknowledged receipt of \$275 and agreed to repay this amount in monthly instalments of \$20, along with ministry cheque dated January 22, 2018 payable to the appellant in the sum of \$275; and,
- 9) Letter dated May 23, 2018 in which the friend of the appellant’s mother wrote:
  - She was on the telephone and heard a conversation in a meeting between the appellant and her landlord on October 1, 2017.
  - The landlord said that her son was getting married and that the appellant and her son would have to vacate the premises by November 30, 2017 so he and his wife could occupy the suite. The landlord said she had renovations she wanted to do prior to her son occupying the suite and they needed to start by December 1, 2017

before her friends left the country. She said that she needed the wall adjoining the two suites in her home to be torn down to make one large suite.

- The landlord also said that she had relatives coming to visit and they would need to use the suite.
- The appellant said that if the circumstances changed, she and her son would like to stay on as tenants. The landlord said they were the best tenants they had ever had and they would be missed.
- She understands from subsequent conversations with the appellant that the other tenant was not given notice, the wall was not torn down, the relatives did not stay in the suite as the appellant and her son still occupied the suite until December 31, 2017, and the son did not move into the suite.
- After moving, the appellant told her that she saw the suite listed for rent online for \$1,200 per month.
- Shortly after receiving the notice to vacate, the appellant informed her that she had come home to find a 'For Sale' sign erected on the front lawn.

At the hearing, the appellant's mother, as his advocate, stated:

- As the ministry's denial of the appellant's request for a supplement to cover his portion of the moving costs occurred two weeks after the request for her portion had been denied, she had an opportunity to provide more information in the Request for Reconsideration to support the landlord's ulterior reasons for the Eviction Notice, including the sale of the rented premises.
- On October 1, 2017 at 6:45 p.m. the landlord gave her an Eviction Notice for her and the appellant to leave the rental unit. The landlord said she would renovate their suite by knocking down the wall adjoining the two suites and that her son would move in. The landlord said that the work would start December 1, 2017 because her friends would be leaving the country after that.
- When the landlord handed her the Eviction Notice, her friend was on the telephone and overheard the conversation. The landlord said it was two month's notice.
- She knew that the vacancy rate in the rental market in her area was less than 2% so she asked the landlord if she had any friends that had places for rent. The landlord said that she knew that places were going for \$1,200 to \$1,250 at the time.
- She started looking for a place for her and the appellant to live and she has a file folder full of the notes of places she contacted, which was over 100 people. There was nothing in the price range that she and the appellant had been paying and the rents were 50% more than they had been paying. She had the goal to find a place with a good landlord, that was safe, quiet and clean and generally near the bus lines and shopping.
- She contacted the ministry to ask about the process for obtaining the moving supplement and recorded the date, time and the name of the person she spoke with.
- On October 19, 2017, she spoke with the ministry about the moving supplement and the repayable security deposit. She mentioned that she wanted to stay in the same community. She did not have a place yet and she said she would call a moving company for an estimate when she had a place.
- On October 20, 2017, she spoke with the ministry about the security deposit and she was told it could take up to 5 business days for the ministry to update her address.
- On November 3, 2017, she had interactions with the RTB and they advised that, based on the information about delivery of the Eviction Notice, her move-out date was December 31, 2017. The RTB suggested that she call the city to see if there was

approval for the renovations and whether there was a building permit application. After contacting the city, the appellant's mother found out that there was no application and she realized that the landlord was being deceitful as they were not demolishing a wall in the property. The city investigated the history of the landlord's property and discovered that she was renting out suites illegally.

- On November 3, 2017, she wrote a letter to the landlord about these issues.
- The landlord cashed the rent cheque for November 2017 and there is a copy of the reverse of the cheque to show that the landlord deposited the cheque.
- The landlord was angry and upset that the appellant was relying on the *Residential Tenancy Act*. At first, she returned the letter, the rent receipt form and the cheque to her.
- On December 3, 2017, she sent a letter with the shelter information form to confirm that she and the appellant were still at the same location.
- By December 17, 2017, she had found another rental unit for \$1,100 that was in a safe neighbourhood, with a nice landlord. She still had to get quotes for moving, celebrate Christmas, and finishing packing. She and the appellant paid a total deposit of \$550 for the new rental unit on December 17, 2017.
- When she and the appellant arrived at their new rental unit, the previous tenants had not completely moved out and the landlord was not responding to her messages.
- She got quotes from different moving companies to move their belongings. A representative from one of the moving companies came to look at their belongings and mentioned that they had dealt with the ministry on many occasions. She hired this company because they were the cheapest. Although the final bill was \$200 more than the estimate, she asked them to reduce the final bill and it was reduced by \$200 or \$250.
- The appellant was in the middle of a gout attack at this point, which typically last about 7 to 10 days, and was in bed. He was not helpful with the move.
- On December 28, 2017, she called the ministry about the moving supplement and explained that the request was under her name but it was for both her and the appellant. She was told that their request was being considered and the ministry let her know.
- The ministry contacted her previous landlord directly and denied the moving supplement based on the landlord's claim that no rent had been paid for two months and that the move-out date was November 30, 2017. She said that the landlord was being dishonest. The landlord had cashed the November rent cheque and she had the emails from the RTB but the ministry would not consider this information.
- She asked the ministry for emergency funds to pay for the move but was told that these funds are only available to fire and flood victims.
- The documents supporting the appellant's request for a moving supplement were uploaded to the ministry web portal on December 28, 2017 under the ministry's request for rent receipts for November and December 2017. The appellant attached the moving quotes, the Eviction Notice, the new Tenancy Agreement, the RTB emails, the November 3, 2017 letter to the landlord, the cleared rental cheques for August through November 2017, including the cancelled rent cheque for November 2017. The landlord refused to sign a rent receipt for November 2017.
- Two days prior to their move, she spoke with a ministry representative who said she had approval authority up to \$500 but anything over that would have to go to the supervisor. She realized that if the bill for the moving costs had been divided into two, she and the appellant may have been able to get approval over the telephone. The ministry asked if the appellant would like payment by cheque, auto deposit, or have the ministry pay the movers directly and she said whichever is the least amount of paperwork for the ministry.
- She was told by the ministry that their request for a moving supplement had been flagged as an urgent matter.

- She was in panic mode and spoke to her friend who said she would loan her and the appellant the money for the move, but she would need the money back. Her friend wrote a letter, dated February 22, 2018, confirming the amount of her loan and the appellant's repayment.
- She understood from her conversations with the ministry that their request fell within the rules and that they would be approved. Her friend considered this a short-term loan to cover the costs.
- She wrote a letter to the ministry dated December 27, 2017 requesting a repayable security deposit for their new place. She knew she had to repay the loan to her friend so she requested these funds. The ministry prepared the cheque in the name of some other person, not her name or the appellant's name or the landlord's name. The cheque had to be re-processed and they did not receive it until January 22, 2018. The first payment to her friend of \$248.59 was on January 12, 2018 from their support allowance.
- Within days of her sending a letter to the previous landlord, she noticed that there was a "For Sale" sign on the lawn of the property.
- She has a copy of the second page of a letter she sent to the landlord questioning her good faith because of the "For Sale" sign on the lawn on November 6, 2017 and the online listing.
- After their move, she had friends contact her to say that their previous rental unit had been rented to someone else. The landlord had listed the property for sale on November 8, 2017 and had rented their rental unit for January 1, 2018 for \$1,250 per month.
- She and the appellant did not have funds to disburse for the moving costs. They had additional expenses associated with moving, including cleaning and painting supplies to make sure that they got the security deposit returned from their previous landlord.
- The ministry provides \$340 for shelter allowance plus \$35 for a telephone, and this is not sufficient to cover their actual rent. The other portion of their assistance is to cover everything else, such as travel, food, clothing, and personal expenses.
- In the letter to the Tribunal dated April 3, 2018, she wrote on behalf of the appellant to state that they believe the ministry did not take into account that their former residence was being sold and that the appellant did not have the financial resources at the time of his request. The ministry made the decision based on assumptions rather than on the facts as the ministry did not consider the additional information.
- They did not receive the security deposit for their new place until 26 days after their request. They did receive the security deposit back from their previous landlord, but not until well after their move. She used the money to pay back her friend on January 22, 2018.
- She got the impression that the previous landlord could not afford the 6,400 sq.ft. home and she needed to sell, and that they wanted to maximize the rental amounts to improve their sale prospects.

The Ministry relied on the reconsideration decision as summarized at the hearing.

### ***Admissibility of Additional Information***

The ministry did not object to the admissibility of the additional documents. The panel considered that the Repayment Agreements and the cheque supported the information that was before the ministry at the time of reconsideration as they corroborated the availability of resources at the time of the appellant's move. The panel considered the information in the letter from the friend of the appellant's mother, the ministry letter and appellant submission, the handwritten notes, and the page from the letter to the landlord as corroborating the appellant's

contesting of the reason that the landlord gave in the Eviction Notice for his eviction, which was before the ministry at reconsideration. Therefore, the panel admitted this information as being in support of the information and records that were before the ministry on reconsideration, pursuant to section 22(4)(b) of the *Employment and Assistance Act*.

The appellant's arguments, including the opening and closing remarks and reference to the 3 decisions of the EAAT, will be addressed in Part F- Reasons for Panel Decision, below.



## PART F – REASONS FOR PANEL DECISION

The issue on this appeal is whether the decision by the ministry, which denied the appellant's request for a supplement for moving costs under Section 55 of the Employment and Assistance for Persons With Disabilities Regulation (EAPWDR), was reasonably supported by the evidence or a reasonable application of the applicable enactment in the circumstances of the appellant.

The legislative criteria to be considered eligible for the supplement for moving costs are set out in Section 55 of the EAPWDR as follows:

### **Supplements for moving, transportation and living costs**

55 (1) In this section:

"living cost" means the cost of accommodation and meals;

"moving cost" means the cost of moving a family unit and its personal effects from one place to another;

"transportation cost" means the cost of travelling from one place to another.

(2) Subject to subsections (3) and (4), the minister may provide a supplement to or for a family unit that is eligible for disability assistance or hardship assistance to assist with one or more of the following:

- (a) moving costs required to move anywhere in Canada, if a recipient in the family unit is not working but has arranged confirmed employment that would significantly promote the financial independence of the family unit and the recipient is required to move to begin that employment;
- (b) moving costs required to move to another province or country, if the family unit is required to move to improve its living circumstances;
- (c) moving costs required to move within a municipality or unincorporated area or to an adjacent municipality or unincorporated area because the family unit's rented residential accommodation is being sold or demolished and a notice to vacate has been given, or has been condemned;
- (d) moving costs required to move within a municipality or unincorporated area or to an adjacent municipality or unincorporated area if the family unit's shelter costs would be significantly reduced as a result of the move;
- (e) moving costs required to move to another area in British Columbia to avoid an imminent threat to the physical safety of any person in the family unit;
- (f) transportation costs and living costs required to attend a hearing relating to a child protection proceeding under the Child, Family and Community Service Act, if a recipient is given notice of the hearing and is a party to the proceeding;
- (g) transportation costs, living costs, child care costs and fees resulting from
  - (i) the required attendance of a recipient in the family unit at a hearing, or
  - (ii) other requirements a recipient in the family unit must fulfil in connection with the exercise of a maintenance right assigned to the minister under section 17 [assignment of maintenance rights].

(3) A family unit is eligible for a supplement under this section only if

- (a) there are no resources available to the family unit to cover the costs for which the supplement may be provided, and
- (b) a recipient in the family unit receives the minister's approval before incurring those costs.

(4) A supplement may be provided under this section only to assist with

- (a) the cost of the least expensive appropriate mode of moving or transportation, and
- (b) in the case of a supplement under subsection (2) (f) or (g), the least expensive appropriate living costs.

### *Panel decision*

#### *Section 55(2) of the EAPWDR- Reasons for Move*

Section 55(1) of the EAPWDR sets out a definition of the costs that are provided for in the section, including "moving cost" as being the cost of moving a family unit and its personal effects from one place to another.

In the reconsideration decision, the ministry found that the appellant's request for a supplement to cover moving costs did not meet all of the requirements to be eligible under Section 55 of the EAPWDR. The ministry determined that although the appellant moved to a new residence as of January 1, 2018, his move did not fit within one of the required reasons for the move, as set out in Section 55(2) of the EAPWDR.

In the reconsideration decision, the ministry wrote that the appellant was not required to move because he had confirmed employment that required her to move to begin that employment. The appellant did not dispute that he was not required to move to begin employment, as required by Section 57(2)(a) of the EAPWDR. The ministry wrote that the appellant was not moving to another province or country to improve his circumstances. The appellant does not dispute that his move from her previous residence to his new residence was within the same municipality and was, therefore, not a move to another province or country, nor did he dispute the ministry's determination that he was not moving to improve his circumstances, as required by Section 55(2)(b) of the EAPWDR. The ministry wrote that the appellant was not required to move in order to avoid imminent threat to his physical safety. The appellant does not dispute that he was not moving to avoid an imminent threat to his physical safety, as required by Section 55(2)(e) of the EAPWDR.

In the reconsideration decision, the ministry found that the appellant's shelter costs were not significantly reduced as a result of the move, as required by Section 55(2)(d) of the EAPWDR. The ministry reasonably considered that the appellant's rent at the appellant's previous accommodation was \$850 per month with utilities included and the rent was shared between the appellant and his mother (\$425 each). The appellant's rent at his new accommodation is \$1,100 with utilities included, also shared between him and his mother (\$550 each). At the hearing, the appellant's mother stated that she believes it is not realistic of the ministry to expect that people will find rental accommodations at a lower rent. The appellant's mother stated that there is a vacancy rate of less than 2% in the current housing market, and she discovered that rents had increased by 50% since she and the appellant rented their accommodation. However, the appellant did not dispute that his shelter costs were not significantly reduced as a result of his move. The panel finds that as the appellant's rental amount increased by \$125 per month, the ministry reasonably determined that his shelter costs have not been significantly reduced as a result of his move.

Section 55(2)(c) of the EAPWDR states that the ministry may provide a moving supplement if moving costs are required to move within a municipality or unincorporated area or to an adjacent municipality or unincorporated area because the family unit's rented residential accommodation is being sold or demolished and a notice to vacate has been given, or has been condemned. In the reconsideration decision, the ministry simply wrote that the appellant was not required to move for any of these reasons.

In his Request for Reconsideration, the appellant wrote that his landlord required him to move as a family member would be moving into the rental accommodation and that they intended to do renovations, including demolishing walls, prior to him moving in. The appellant also wrote that the first week of November, a "For Sale" sign was erected on the property, and the suite

was advertised for rent as of January 1, 2018 for an increased rental amount. Despite the appellant's arguments at reconsideration, the ministry did not refer to any of the evidence that the appellant had provided to show that the house in which his rental accommodation was situated was being sold or that the landlord stated she intended to demolish a wall and needed access to the rental unit for this purpose.

At reconsideration, the appellant provided the ministry with the undated online advertisements for "brand new 2 bedroom spacious basement suite for rent" in the same community as well as the online advertisement dated November 8, 2017 for sale of the property, which included a photograph of the landlord and her husband and their telephone number. Without determining whether this evidence was sufficient to establish that a reason for the appellant's move was that his rented accommodation was being sold or demolished as the landlord would be entitled to act on the Eviction Notice under the *Residential Tenancy Act*, the panel finds that the ministry unreasonably failed to consider the appellant's argument or any of the evidence provided at reconsideration that his landlord had not been forthright in completing the Eviction Notice and that there were other reasons for the move. Therefore, the panel finds that the ministry unreasonably concluded that the circumstances of the appellant's move do not fall within one of the listed scenarios requiring a move within the municipality, as set out in Section 55(2) of the EAPWDR.

#### *Section 55(3) of the EAPWDR- Prior approval*

The appellant provided copies of 3 previous decisions of the EAAT and argued that, in all 3 cases, it was accepted by the Tribunal that conversations with the ministry regarding the appellant's request for a moving supplement prior to the move date was sufficient to meet the requirement that the ministry's approval is received before the costs are incurred. In the appellant's case, this was not an issue on the appeal as the ministry was satisfied that the requirement in Section 55(3)(b) of the EAPWDR had been met.

#### *Section 55(3) of the EAPWDR- No resources*

Section 55(3)(a) of the EAPWDR states that a family unit is eligible for a supplement only if there are no resources available to the family unit to cover the costs for which the supplement may be provided. The ministry wrote in the reconsideration decision that the ministry was not satisfied that the appellant does not have the resources available to cover the moving costs. The ministry considered that the appellant is a sole recipient of disability assistance with no dependents and he receives \$1,185.42 per month in assistance. The ministry considered that the least expensive moving quote obtained by the appellant was for \$1,039 for both him and his mother (\$519.50 each). The ministry wrote that as the appellant was not required to pay his share of the December 2017 rent of \$425 to the previous landlord, and as he would likely have received a portion of his security deposit back from his former residence, and because the ministry provided a security deposit supplement to assist him with his new security deposit, the ministry considered that the appellant had the resources to pay for the moving costs.

In the letter to the ministry dated December 28, 2017, the appellant, assisted by his mother, provided moving quotes and a request for a moving supplement for December 2017. The appellant wrote that he is required to move on December 31, 2017 and he has exhausted all options and does not have any assistance available to him by family or friends during the holiday season. In the letter, the appellant also included a copy of the rent cheque for November 2017 confirming it was deposited by the landlord on December 4, 2017; however, in the reconsideration decision the ministry did not dispute that the appellant paid rent to his previous landlord for November 2017.

In terms of the resources available to pay the moving costs, the appellant wrote in the letter that the shelter allowance of \$375 for December 2017 does not cover the rental deposit of \$550 (his share being \$275) plus moving expenses of \$1,040 or more (one-half being \$520). The monthly shelter allowance of \$375 for January 2018 and upcoming months does not cover the \$1,100 rental costs (his share being \$550) and did not cover his previous rental fee of \$850 either (his share \$425) and he has incurred significant debt in order to cover his basic needs of shelter, food and transportation. The appellant provided a summary of 4 quotes for moving ranging from \$1,039.50 to \$3,366.13. At the hearing, the appellant's mother stated that she used the mover who had given the cheapest quote and who said that his company had dealt with the ministry before. The bill ended up being higher than estimated but she negotiated a reduction of \$200 to \$250 and she ended up paying \$1,248.59. As the cost of the move also included a move of his mother's items, one-half of the actual moving cost, or the appellant's share, was \$624.30.

The appellant's mother argued at the hearing that the ministry based the determination on the assumption that the appellant would "likely" have received a portion of his security deposit back from his former residence, without evidence that this was received. The appellant's mother acknowledged that the security deposit, which was half of the rent of \$425, with the appellant's share being \$212.50, was received from their previous landlord but stated that it was received after their move.

The appellant's mother stated that as she and the appellant had not been approved for the moving supplement, a friend lent her the money to pay the movers, with the understanding that this was a short-term loan that would need to be repaid as soon as possible. The appellant stated that this was her friend's student loan money that she needed but her friend wanted to help relieve the appellant's stress caused by the move.

The appellant's mother stated that she wrote a letter to the ministry dated December 27, 2017 requesting a repayable security deposit for their new place. She knew she had to repay the loan to her friend so she requested these funds. The ministry prepared the cheque in the name of some other person, not her name or the appellant's name or the landlord's name and the cheque had to be re-processed. She and the appellant did not receive the security deposit amounts until January 22, 2018.

The panel finds that the ministry was unreasonable to conclude that, at the time of the appellant's move on December 31, 2017, he had the resources to pay half of the total moving costs, or \$624.30. While he did not have to pay rent for December 2017 of \$425, this was not sufficient to pay the moving costs. The appellant used his December 2017 rent to pay the security deposit of \$275 for his new residence since the appellant's previous landlord had not yet reimbursed the security deposit from his previous rental unit and the ministry did not provide the repayable security deposit until well after the move. The panel finds that the ministry's conclusion, that the appellant had the resources to pay the moving costs at the time of his move and that the requirement in Section 55(3)(a) of the EAPWDR was not met, was not reasonable.

*Conclusion*

Therefore, the panel finds that the ministry's decision, which denied the appellant's request for a supplement for moving costs as all of the requirements of Section 55 of the EAPWDR had not been met, was not a reasonable application of the applicable enactment in the circumstances of the appellant. The panel rescinds the ministry's decision and refers the decision back to the ministry for a decision as to amount. Therefore, the appellant's appeal is successful.

**PART G – ORDER**

THE PANEL DECISION IS: (Check one)

 UNANIMOUS BY MAJORITY

THE PANEL

 CONFIRMS THE MINISTRY DECISION RESCINDS THE MINISTRY DECISION

If the ministry decision is rescinded, is the panel decision referred back to the Minister  
for a decision as to amount?  Yes  No

**LEGISLATIVE AUTHORITY FOR THE DECISION:***Employment and Assistance Act*Section 24(1)(a)  or Section 24(1)(b) 

and

Section 24(2)(a)  or Section 24(2)(b) **PART H – SIGNATURES**

PRINT NAME

Sandra Walters

SIGNATURE OF CHAIR

DATE (YEAR/MONTH/DAY)

2018/05/25

PRINT NAME

Kulwant Bal

SIGNATURE OF MEMBER

DATE (YEAR/MONTH/DAY)

2018/05/25

PRINT NAME

Simon Clews

SIGNATURE OF MEMBER

DATE (YEAR/MONTH/DAY)

2018/08/25