

PART C – DECISION UNDER APPEAL

The decision under appeal is the Ministry of Social Development and Poverty Reduction (the ministry) reconsideration decision dated February 27, 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) 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;"
- 2) Letter to the landlord dated November 3, 2017 in which the appellant 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 Eviction Notice in good faith and she is contesting his reasons for ending the tenancy.
 - Enclosing copy of a cheque dated November 3, 2017 payable to the landlord in the amount of \$850.
- 3) Shelter Information form dated November 30, 2017 for a rental start date of February 15, 2016 at her previous residence at a total rent of \$850 per month including utilities;
- 4) Letter to the ministry dated December 3, 2017 in which the appellant 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.
- 5) 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;
- 6) Letter to the ministry dated December 27, 2017 in which the appellant requested a repayable security deposit of \$550 as a result of a forced move to another residence for January 1, 2018;

- 7) Letter to the ministry dated December 27, 2017 in which the appellant provided notice of her new residence and increased shelter costs for January 2018, to be shared equally with her son who is also a Person With Disabilities (PWD);
- 8) Letter to the ministry dated December 27, 2017 in which the appellant provided moving quotes and a request for a moving supplement for December 2017. The appellant wrote:
 - She is required to move as of December 31, 2017.
 - With the lack of rentals available in the community, she was only able to secure a residence in the past week and she is under time constraints for arranging quotes and confirming an available moving company on or before December 31, 2017.
 - She has exhausted all options and does not have any assistance available to her by family or friends during the holiday season.
 - A summary of 4 quotes for moving ranging from \$1,039.50 to \$3,366.13; and,
- 9) Request for Reconsideration dated January 18, 2018.

Additional information

In her Notice of Appeal dated March 26, 2018, the appellant expressed her disagreement with the ministry's reconsideration decision.

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

- 1) Copies of 3 previous decisions of the Employment and Assistance Appeal Tribunal (EAAT);
- 2) Incomplete ministry Repayment Agreements dated January 3, 2018 in the name of the appellant's son;
- 3) Incomplete ministry Repayment Agreement dated January 8, 2018 in the appellant's name, with a handwritten note that included: "agreement shredded (15 January 2018) incorrect issue cheque cancelled as well" ;
- 4) 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,
- 5) Letter dated May 23, 2018 in which the appellant's friend 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 stated:

- She was given an Eviction Notice on October 1, 2017 at 6:45 p.m. and requested that she vacate by November 30, 2017. She requested the moving supplement from the ministry on October 20, 2017.
- There were several inconsistencies in the information from the landlord as to why she was supposed to move. She was not familiar with the Residential Tenancies rules.
- She contacted the Residential Tenancies Branch (RTB) and was advised that since the landlord served the notice on the first day of the month, she would not have to leave the premises until December 31, 2017.
- The landlord said that her intent was to demolish the wall between the suites and she had family friends who would do the work and she needed access to the suite.
- She started looking for other rental properties, which was hard because of her medical issues. She needs to contact someone to drive her because she is visually impaired.
- She contacted nearly 100 different places. She is solely dependent on disability assistance so she had to find a location close to doctor's offices and shops and she was concerned about cleanliness. She discovered that there is less than 1% availability in the communities she was considering. She also discovered that rents had increased by 50%. By December 31, 2017, she noticed that the rents had increased another 50%. The increased amount for rent is significant for her. She is paying the same as she used to pay for mortgage payments for a 4-bedroom house.
- When she contacted the ministry, she understood that she was eligible for the moving supplement and she wanted to wait to find a place before getting quotes for the moving costs so they could be more realistic. She had spoken to a representative from a company without the triple 'A' rating, and he said that they do lots of work with ministry clients and they were the cheapest estimate.
- On November 6, 2017, she came back home and saw a "For Sale" sign on the house in which her suite was located.
- She contacted the city and nothing was registered for a work permit and they discovered that it was an illegal suite and the landlord was fined.
- On November 3, 2018, she wrote a letter to the landlord and mentioned that she did not believe the landlord was acting in good faith, It was looking like the landlord had been deceitful in her communication and that they were actually trying to sell the house. Even though there was one reason identified on the documents, the house was for sale.
- The landlord sent text messages to the appellant and was angry about her contacting the city and doing her due diligence in protecting herself and her son.
- The appellant made a service request to the ministry for the supplement and was getting mixed messages. She asked to speak to a supervisor because the ministry withheld money for her shelter amount. The ministry indicated that shelter costs would not be provided until the appellant was able to submit documents to show that she and her son were remaining in the rental unit. As a result, she had to pay rent for November 2017 even though the shelter amount had been withheld. This caused even more stress as she was moving at Christmas time and her son was in bed, unable to move.
- She eventually found a place to move to and she wrote a cheque for the deposit from the monies from her December assistance cheque. There were other people in line for the place but she had mutual friends with the landlord and that made the difference.

- The ministry only provides a certain amount for shelter each month, which is less than what the actual rent is, so she runs a deficit each month.
- It took over a week to get all the estimates for the move. She wanted the movers to look at all the items that would be moved so they could give a realistic quote, which she received and provided to the ministry on December 27, 2017.
- On December 28, 2017, she called the ministry and requested urgent processing. She mentioned that she had uploaded the documents online the previous day so the ministry could view them right away. She had thought that one request for the total moving costs for both her and her son was appropriate, but the ministry advised her at this time that she had to divide the costs between her and her son and submit two requests. Her son's request was also later denied by the ministry and his appeal of the ministry's decision will be heard later in the week. There was more information about the pending sale of the property that was included in her son's appeal.
- The ministry representative called the landlord and based the decision not to provide a moving supplement on the landlord's false statement that the appellant had not paid rent for two months, for November and December 2017, and that the move-out date was November 30, 2017. She offered to send the cleared cheque for November and a copy of the emails from the RTB to show that these statements were false but the representative denied her request to provide further information. She asked to speak to a supervisor, who refused to consider additional documents to show that the landlord was being deceitful. She asked for emergency funds and was told that these are only available to fire or flood victims.
- She had to come up with first month's rent and she was afraid that the old landlord would hold the security deposit. She painted the walls of the old place to make it look good.
- She moved on New Year's Eve and her friends and family were not available to help her move. She found that the tenants at her new place had not fully moved out.
- She has an impairment of her vision, with cataracts and glaucoma, and she did not read all the information on-line about the criteria that must be met. She had close to 50 pages of documents and notes of phone calls with the ministry and she took the information provided by the ministry at face value.
- After she had moved, she was in a panic because she had not been approved for the moving supplement so she signed the Repayment Agreement for a repayable security deposit from the ministry. When she went to pick up the cheque, it was in the name of someone else, not her or her son's name or the landlord. At no time was she asked whose name the cheque should be made payable and it took a month for the replacement cheque to be issued. She did not think of applying for the repayable security deposit long before the move because she was focused on the move, the holidays, and trying to get the moving supplement.
- A friend had lent her the money with the understanding that the money would be provided by the ministry and that the loan would be repaid within 2 weeks. This was her friend's student loan money but the friend wanted to help relieve the stress of the move. Her friend needed the money repaid as soon as possible.
- She had to pay the deposit and the rent for her new landlord and this was her first priority. She used the money for her support, meant for food and other household expenses, to make sure this got paid. The initial deposit for the new place was \$550 (\$225 each) and she and her son had to pay the first month's rent of \$1,100 (\$550 each).
- The ministry issued shelter for November and December. The landlord only gave one month's free rent. She did not pay December rent as the last month was free. She and her son used the December shelter allowance towards the cost of the security deposit for the new place.

- After the move, she got the money back from her old landlord, which was half of the rent, or \$425 for her and her son combined (\$212.50 each).
- She went through the list of advocates provided for her community and not one of them was available to help her.
- She had been told that her moving costs would be covered and she followed the ministry's directives to the letter. She did not want to move before the approval. The reality is that many with physical disabilities cannot move themselves. Neither she nor her son is capable of moving themselves.
- It is not realistic to expect that in the housing market in this area of the province that people will find rental accommodations at a lower rent. The ministry did not request further information to show the reasons for her move.
- She went with the mover who had given the cheapest quote and who said that he often deals with the ministry. The bill ended up being higher than estimated but she negotiated a reduction of \$250 off the bill. She paid \$1,248.59 to the movers (\$624.30 each).
- She had contacted the RTB for information but they said they could not give her advice.

The Ministry relied on the reconsideration decision as summarized at the hearing. At the hearing, the ministry clarified that the assistance for January 2018 would be provided by the ministry at the end of December 2017, in advance of the first of the month. The ministry stated that since the appellant did not have to pay for rent for December 2017, these funds were considered by the ministry to be resources available to pay for the move. The ministry also stated that sometimes the landlord is flexible with payment of the security deposit in instalments rather than requiring that the deposit be paid all at once.

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 appellant's friend dated May 23, 2018 regarding a conversation with the landlord as corroborating the appellant's contesting of the reason that the landlord gave in the Eviction Notice for her eviction, which was before the ministry at reconsideration. Therefore, the panel admitted this information as being in support of the information and records that was before the ministry on reconsideration, pursuant to section 22(4)(b) of the *Employment and Assistance Act*.

The appellant's arguments, including 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, her 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 she had confirmed employment that required her to move to begin that employment. The appellant did not dispute that she was not required to move to begin employment, as required by Section 57(2)(a) of the EAR. The ministry wrote that the appellant was not moving to another province or country to improve her circumstances. The appellant does not dispute that her move from her previous residence to her new residence was within the same municipality and was, therefore, not a move to another province or country, nor did she dispute the ministry's determination that she was not moving to improve her 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 her physical safety. The appellant does not dispute that she was not moving to avoid an imminent threat to her 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 her son (\$425 each). The appellant's rent at her new accommodation is \$1,100 with utilities included, also shared between her and her son (\$550 each). At the hearing, the appellant stated that she believes it is not realistic of the ministry to expect that, in the housing market in this area of the province, that people will find rental accommodations at a lower rent. The appellant stated that there is less than 1% availability in the communities she was considering, and she discovered that rents had increased by 50% since she rented her accommodation. However, the appellant did not dispute that her shelter costs were not significantly reduced as a result of her move and, in her letter to the ministry dated December 27, 2017, she advised of her impending address change and referenced "increased shelter costs for January 2018." The panel finds that as the appellant's rental amount increased by \$125 per month, the ministry reasonably determined that her shelter costs have not been significantly reduced as a result of her 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 wrote that the appellant was not required to move for any of these reasons. The ministry referred to the appellant's letter dated December 27, 2017, which enclosed a copy of the Eviction Notice, and the appellant's statement that the landlord gave her notice that the landlord's son will be occupying her rental

suite as of January 1, 2018. In the Eviction Notice dated October 1, 2017, under the section entitled “reasons for this two month notice to end tenancy,” the landlord is directed to “check the box that applies” and the landlord has selected the reason: “the rental unit will be occupied by the landlord or the landlord’s close family member (parent, spouse or child; or the parent or child of that individual’s spouse),” and the landlord added a note in handwriting: “child.”

The appellant contested the reason for the eviction as identified by the landlord, and pointed to her letter to the landlord dated November 3, 2017 in which she wrote that she believes the Eviction Notice was not given in “good faith” and there is, instead, an ulterior motive. At the hearing, the appellant stated that there were several inconsistencies in the information from the landlord as to why she was supposed to move. The appellant stated that the landlord told her that her intent was to demolish the wall between the suites and she had family friends who would do the work and she needed access to the suite.

In the letter dated May 23, 2018, the appellant’s friend wrote that she overheard the conversation between the appellant and her landlord on October 1, 2017 and that 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 the son and his wife could occupy the suite. The friend also wrote that the landlord said she had renovations she wanted to do prior to her son occupying the suite, that she needed the wall adjoining the two suites in her home to be torn down to make one large suite.

In the Eviction Notice, one of the options for the reasons for the eviction is: “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.” The appellant stated that she contacted the city and nothing was registered to apply for a work permit for demolition or renovations to the premises. The appellant stated that the wall between the suites was not torn down and the landlord’s son did not move into the suite.

The appellant stated at the hearing that when it was looking like the landlord had been deceitful in her communications, the appellant began to suspect that they were actually trying to sell the house. The appellant stated that on November 6, 2017 she came back to the home after being out and she saw a “For Sale” sign in front of the house. Therefore, even though there was one reason identified for her eviction on the documents, the appellant stated that she discovered that the house was actually for sale. In the Eviction Notice, another one of the options for the reasons for the eviction stipulates that: “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,” setting out the requirements of Section 49 of the *Residential Tenancy Act*. The panel notes that Section 49 also requires that the landlord has entered into an agreement in good faith to sell the rental unit.

The appellant stated at the hearing that her son’s appeal of the ministry’s decision regarding his request for a supplement for his portion of the moving costs will be heard later in the week. The appellant stated that there was more information about the pending sale of the property that was included in her son’s appeal. However, the panel is limited to considering only the information

made available to the ministry at reconsideration and information provided on the appeal that is in support of this information, and the panel cannot consider the information or records provided in an appeal by another person. The appellant did not specifically argue at reconsideration that the reason for her move was that the rented rental accommodation was being sold, and her request with the ministry and that for her son were managed separately by the ministry. In the absence of evidence that the landlord was in a position to act on the Eviction Notice on the basis that the rental unit was being sold, meeting the requirements of Section 49 of the *Residential Tenancy Act*, the appellant would not be required to vacate the rental unit and she would not have to move. In the letter from the appellant's friend dated May 23, 2018, she wrote that the appellant told the landlord that, if possible, she and her son would like to stay on as tenants.

In the letter to the landlord dated November 3, 2017, the appellant wrote that she would be filing a dispute resolution under the *Residential Tenancy Act*, contesting the reasons for the Eviction Notice; however, there was no indication that the appellant had pursued this remedy and there was no Order from the RTB indicating that there had been a lack of good faith by the landlord and the reason for the eviction was other than as stated by the landlord in the Eviction Notice. The panel finds that, in the absence of evidence other than the appellant stating she saw a "For Sale" sign on the lawn of the property, the ministry reasonably relied on the reasons for the appellant's move as stated in the Eviction Notice dated October 1, 2017. Therefore, the panel finds that the ministry reasonably 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. The ministry wrote in the reconsideration decision that the appellant had requested the ministry's approval prior to incurring any moving costs and had provided the least expensive appropriate quotes to move her personal items.

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 least expensive moving quote obtained by the appellant was for \$1,039 for both her and her son and, as she had free rent for November and failed to pay December rent, between the appellant and her son, they had the resources to pay her moving costs.

In her letter to the ministry dated December 27, 2017, the appellant provided moving quotes and a request for a moving supplement for December 2017. The appellant wrote that she is required to move on December 31, 2017 and she has exhausted all options and does not have any assistance available to her by family or friends during the holiday season. The appellant provided a summary of 4 quotes for moving ranging from \$1,039.50 to \$3,366.13. At the hearing, the appellant stated that she used the mover who had given the cheapest quote and who said that he had dealt with the ministry before. The bill ended up being higher than estimated but she negotiated a reduction of \$250 and she ended up paying \$1,248.59. As the cost of the move also included a move of her son's items, one-half of the actual moving cost, or the appellant's share, was \$624.30.

At the hearing, the ministry clarified that the assistance for January 2018 would be provided by the ministry at the end of December 2017, in advance of the first of the month. The ministry stated that since the appellant did not have to pay for rent for December 2017, these funds were considered by the ministry to be resources available to pay for the moving costs. The ministry also stated that sometimes the landlord is flexible with payment of the security deposit in instalments rather than requiring that the deposit be paid all at once.

In terms of the resources available to pay the moving costs, the appellant stated at the hearing that the ministry called the landlord and based the ministry decision on the landlord's false statement that the appellant had not paid rent for two months. She offered to send the cleared cheque for November and a copy of the emails from the RTB to show that these statements were false, but the ministry denied her request to provide further information. The appellant stated that the landlord only gave one month's free rent. The appellant provided a copy of a cheque dated November 3, 2017 payable to the landlord in the amount of \$850 and, in the absence of further information from the ministry disputing that the November 2017 rent was paid, the panel accepts the appellant's evidence that this cheque was cashed by the landlord and the appellant paid her share of the rent for November 2017 (\$425).

The appellant stated that she did not pay December 2017 rent as the last month was free and she used the December shelter allowance as the security deposit for the new place. The appellant had applied for a repayable security deposit in her letter to the ministry dated December 27, 2017, and stated at the hearing that she did not think of applying for the security deposit long before the move because she was focused on finding a place to live, dealing with the landlord and the move, the holidays, and trying to get the moving supplement.

The appellant stated at the hearing that as she had not been approved for the moving supplement a friend lent her the money to pay the movers with her credit card, with the understanding that the loan would be repaid to her within 2 weeks of the move. 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 stated that after she had moved, she was in a panic because she had not been approved for the moving supplement and she had to repay her friend, so she signed the Repayment Agreement for a repayable security deposit of \$275 from the ministry. When she went to pick up the cheque, it was in the name of someone else, not her or her son's name or

the landlord, and it took a month for the replacement cheque to be issued by the ministry. The security deposit amount was received by the appellant on January 22, 2018, which was several weeks after her move. She was afraid that the landlord at her previous rental unit would hold the security deposit, so she painted the walls to make the suite look good and, after she had moved, she got the money back from her old landlord, which was half of the rent, or \$425, with the appellant's share being \$212.50.

At the hearing, the appellant stated that the ministry only provides a certain amount for shelter each month, approximately \$375, which is less than the actual rent amount, so she runs a deficit each month. The appellant stated that she had to pay half of the deposit (\$275) and half of the rent (\$550) for January 2018 to her new landlord and this was her first priority. She used the money for her support, meant for food and other household expenses, to make sure her half of the rent got paid.

The panel finds that the ministry was unreasonable to conclude that, at the time of the appellant's move on December 31, 2017, she had the resources to pay half of the total moving costs, or \$624.30. While she did not have to pay rent for December 2017 of \$425, this was not sufficient to pay the moving costs. As well, the appellant's previous landlord had not yet reimbursed the security deposit from her previous rental unit and the ministry did not provide the repayable security deposit until well after her move. The appellant used her December 2017 rent to pay the security deposit of \$275 for her new residence. While the ministry stated at the hearing that landlords are sometime willing to negotiate the payment of security deposits in instalments, there was no evidence that the appellant's current landlord was willing to do so. The panel finds that the ministry's conclusion, that the appellant had the resources to pay the moving costs at the time of her move and that the requirement in Section 55(3)(a) of the EAPWDR was not met, was not reasonable.

Conclusion

Overall, 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, is a reasonable application of the applicable enactment in the circumstances of the appellant and the panel confirms the ministry's decision. Therefore, the appellant's appeal is not 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)

2018-05-23

PRINT NAME

Kulwant Bal

SIGNATURE OF MEMBER

DATE (YEAR/MONTH/DAY)

2018-05-23

PRINT NAME

Simon Clews

SIGNATURE OF MEMBER

DATE (YEAR/MONTH/DAY)

2018-05-23