

**Part C – Decision Under Appeal**

The decision under appeal is the decision of the Ministry of Social Development and Poverty Reduction (the “**Ministry**”) reconsideration decision, dated July 12, 2022 (the “**Reconsideration Decision**”), which denied the Appellant a crisis supplement under section 57 of the *Employment and Assistance Regulation for Persons with Disabilities* (the “**Regulation**”) because the Appellant had not satisfied the Ministry that she required the crisis supplement to meet an unexpected need or expense, namely for rent, as required by section 57(1)(a) of the Regulation.

**Part D – Relevant Legislation**

Employment and Assistance for Persons with Disabilities Act (the “**Act**”), s. 5  
Employment and Assistance Regulation for Persons with Disabilities (the “**Regulation**”), s. 57

**Part E – Summary of Facts**

The Appellant is eligible for disability assistance.

The information before the Ministry at the time of the Reconsideration Decision included the following:

- On January 18, 2022, the Appellant submitted an intent to rent form advising that she was the sole occupant and was looking for a roommate. Total rent was \$2000.00 per month. The Appellant reported being behind in rent for January and February 2022 in the total amount of \$2000.00.
- A copy of a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities issued to the Appellant, dated June 6, 2022, (the “**Eviction Notice**”), which showed outstanding rent in the amount of \$7,820.00.
- The Appellant’s Request for Crisis Supplement – Shelter, dated June 7, 2022 (the “**Request**”), in which the Appellant wrote, among other things:
  - she was behind on rent;
  - she received the Eviction Notice;
  - she did not have a roommate when she first moved into her rental unit;
  - she eventually found a roommate who assaulted her and did not pay their portion of the rent;
  - she had no money or resources to pay her outstanding rent; and
  - she did not want to be “*on the street.*”
- Pursuant to the Appellant’s Request for Reconsideration (“**Reconsideration Request**”), dated June 24, 2022, she wrote, “*Please help me the whole time I have been on disability I have not asked for shelter help. So, if I'm asking, I'm in serious need of help. This is true hardships. Being assaulted and repaid rent, plus my dad being murdered and paying lawyers I am being truly honest with you. I would also like my Maintenance that was taken from me. Close to 20,000 released to me so I do not end up homeless I am in no condition to move anywhere has my condition also is a great factor.*”

The Appellant filed a Notice of Appeal, dated July 14, 2022, which attached a typed letter in which the Appellant wrote, “*With respect to not being not being satisfied with an unexpected need for rent. It should be noted that when I rented the home for \$2000 per month I had never anticipated not having roommates. From Sept 2014 I have been in the exact same situation where I had higher rent with roommates and had no difficulties. It was when I had to move because that house burnt down into this new house for 2000 per month that I had roommates move in and then they refused to pay. I would have never anticipated from my previous experience that this could happen. I have never experienced this before in the past 9 years. I would request that I could receive the minimum payment allowed to help me retain my housing and avoid being evicted.*”

The Appeal was conducted as by telephone.

During the hearing of the appeal, the Appellant, who was joined by a representative, submitted:

- she moved into her current rental unit (the “**Rental Unit**”) and commenced her current tenancy in mid-December 2021 (the “**Tenancy**”);
- at the time of entering the Tenancy:
  - her rent was \$2,000.00/month (the “**Rent**”);
  - she was the only tenant named on the lease as she hoped to find roommate(s) after she moved into the Rental Unit as she had done in a prior tenancy;
  - she required roommate(s) to pay the totality of the Rent;
- in and around the time of moving into the Rental Unit, she was involved in a car accident which further impacted her ability to pay the Rent;
- she was able to find roommates in February 2022 (the “**Roommates**”);
- after finding the Roommates, she advised her landlord who, verbally or otherwise, approved her partial sublease of the Rental Unit to the Roommates;
- as it was a sublease, she was responsible for collecting \$1,500.00/month from the Roommates to satisfy their respective portion of the Rent;
- the Roommates failed to pay their portion of the rent for March 2022;
- the Roommates assaulted her;
- her father passed away which caused her to incur expenses;
- her landlord issued the Eviction Notice; and
- she faces eviction if she does not receive assistance to pay the Rent.

At the hearing, the Ministry confirmed that it was relying on the Reconsideration Decision.

The Panel admits the information contained in the Notice of Appeal and the Appellant’s submissions pursuant to section 22 (4) of the *Employment and Assistance Act* as it was evidence that was not part of the record but that is reasonably required for a full and fair disclosure of all matters related to the decision under appeal. The Ministry did not object to the Panel admitting any of the new evidence presented by the Appellant.

**Part F – Reasons for Panel Decision**

The issue in this appeal is whether the Ministry reasonably determined that the Appellant was not eligible for a crisis supplement because the Appellant had not satisfied the Ministry that she required the crisis supplement to meet an unexpected need or expense, namely for rent, as required by section 57(1)(a) of the Regulation.

**Panel Decision**

The eligibility criteria for crisis supplements are set out in section 57(1) of the Regulation. In short, a crisis supplement, including those for shelter, can be provided to a family unit if:

1. they are eligible for disability or hardship assistance;
2. the crisis supplement is required to meet an unexpected expense, or to obtain an item unexpectedly needed;
3. they have no resources available to them; and
4. a failure to provide the crisis supplement will result in either:
  - a. imminent danger to the family's physical health; or
  - b. the removal of a child under the *Child, Family and Community Service Act*.

The Ministry acknowledges that the Appellant met the following criteria:

1. she is eligible for disability assistance;
2. she has no resources available to her; and
3. she will face imminent danger in the form of homelessness if she does not receive a crisis supplement for shelter.

As a result, the only question before this Panel is whether the Ministry reasonably determined that the Appellant was not eligible for a crisis supplement because the Appellant had not satisfied the Ministry that she required the crisis supplement to meet an unexpected need or expense, namely for rent, as required by section 57(1)(a) of the Regulation.

Briefly, section 57(1)(a) of the Regulation provides that a crisis supplement may be available to provide recipients who face unexpected emergency needs with a one-time payment to prevent imminent danger to their physical health or the removal of a child under the *Child, Family and Community Service Act*. In other words, crisis supplements are designed to address urgent situations that a person could not reasonably plan for or anticipate. Further, section 57(2) of the Regulation clarifies that a crisis supplement may be provided only for the calendar month in which an application or request for the supplement is made.

The Ministry submits, and the Panel agrees, that monthly ongoing payments such as rent are not considered unexpected. In this case, the Appellant knowingly entered the Tenancy acknowledging that she would require the financial assistance of roommate(s) to pay the Rent. As a result, it cannot be said that the Appellant's inability to pay the Rent at the commencement of the Tenancy constituted an unexpected emergency. To the contrary, the Appellant anticipated that she would not be able to pay the Rent when she entered the Tenancy. To the extent that the Appellant submits that a car accident prevented or delayed her from sourcing roommate(s) at the

commencement of the Tenancy, the Panel finds that any such delay to be inconsequential as she would have sourced a roommate after entering the Tenancy; hence she signed her lease as the sole tenant.

However, this does not end the analysis as the Appellant's circumstances changed throughout the Tenancy once she found and secured the Roommates.

According to the Ministry's publicly available *Policy and Procedure Manual*, an unexpected emergency can arise when "A roommate moves out with no warning and the client is held responsible for the full rent." The Panel finds this to be a reasonable interpretation of the legislation. Applying this interpretation to the Appellant's case, the Panel finds that the Appellant was likely subjected to an unexpected emergency in March 2022 when she was held liable for the full Rent after the Roommates assaulted her and failed to pay their portion of the Rent. The Panel notes that in its Reconsideration Decision, the Ministry acknowledges that the Appellant could not have reasonably expected that the Roommates would leave without paying their portion of the Rent. However, the Appellant did not immediately apply for a crisis supplement. Instead, she continued to accrue Rent arrears during the ongoing term of the Tenancy. It was not until late May and/or early June 2022, some two (2) months later, that the Appellant finally applied for a crisis supplement.

The Panel finds that, by late May 2022, it cannot be said that the Appellant's inability to pay the Rent constituted an unexpected emergency as she had been accruing Rent arrears since (i) commencing the Tenancy and (ii) since the Roommates failed to pay their portion of the Rent. Put differently, the Rent owing prior to the Appellant securing Roommates was not unexpected and the Appellant's unexpected emergency in March 2022 transitioned from unexpected to expected due to the passage of time. As section 57(2) of the Regulation limits the Ministry's ability to provide a crisis supplement for only for the calendar month in which an application or request for the supplement is made, the Panel finds that, by late May or early June 2022, the Appellant's circumstances did not constitute an unexpected emergency as contemplated by 57(1)(a) of the Regulation. In the result, the Panel finds that the Ministry was reasonable in its determination that the Appellant did not meet the requirements of section 57(1)(a) of the Regulation.

For the foregoing reasons, the Appellant is not successful in this appeal.

**Legislation**

***Employment and Assistance for Persons with Disabilities Act***

**Disability assistance and supplements**

5 Subject to the regulations, the minister may provide disability assistance or a supplement to or for a family unit that is eligible for it.

***Employment and Assistance Regulation for Persons with Disabilities***

**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 \$40 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 sum of
      - (A) the maximum set out in section 2 of Schedule A and the maximum set out in section 4 of Schedule A, or
      - (B) the maximum set out in Table 1 of Schedule D and the maximum set out in Table 2 of Schedule D,
 as applicable, for a family unit that matches the family unit;
  - (7) (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.

...

Despite subsection (4) (b), 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.

**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)   
 Section 24(2)(a)       or Section 24(2)(b)

**Part H – Signatures**

Print Name  
Anil Aggarwal

Signature of Chair

Date (Year/Month/Day)  
2022/08/03

Print Name  
Effie Simpson

Signature of Member

Date (Year/Month/Day)  
2022/08/03

Print Name  
Jane Nielsen

Signature of Member

Date (Year/Month/Day)  
2022/08/03