

Part C – Decision Under Appeal

The decision under appeal is the Reconsideration Decision of the Ministry of Social Development and Poverty Reduction (the “**Ministry**”), dated May 8, 2024 (the “**Reconsideration Decision**”), in which the Ministry determined that the Appellant was denied a crisis supplement for payment of the month of May rent, (the “**Crisis Supplement**”).

- The Ministry determined the Appellant did not meet all the legislated criteria set out in Section 59 of the Employment and Assistance Regulation. Specifically, the Ministry was not satisfied that the Appellant’s need for additional money to pay May rent was unexpected as the Appellant could have reasonably predicted his roommate would not pay their outstanding rent.

Part D – Relevant Legislation

Employment and Assistance for Persons with Disabilities Act (the “Act”), Section 4.

Employment and Assistance Regulation (the “Regulation”), Section 59.

Note: The full text of the applicable legislation is available at the end of this decision.

Part E – Summary of Facts

The Appellant's hearing was held via telephone on May 30, 2024.

The Reconsideration Decision

The evidence before the Ministry at the Reconsideration Decision consisted of:

- The Appellant is the sole recipient of income assistance.
- On April 4, 2024, the Appellant reported his roommate had moved out without notice and the Appellant was given a crisis supplement of \$1060 to pay April rent.
- On April 29, 2024, the Appellant requested a crisis supplement to pay May rent. In his request the Appellant stated:
 - His roommate had failed to vacate the premise and remove his belongings therefore making it difficult to obtain a new roommate.
 - He needed \$3000 to pay May rent but that he only had \$100 as he had paid back a cousin \$750.
 - He owes various family and friends money he has borrowed over the last year and a half.
 - He does not have food or dog food.
- On April 29, 2024, the Appellant submitted the following when requesting a crisis supplement to pay May rent:
 - A letter dated April 9, 2024, from the landlords which informed the Appellant that continued breaches of the Residential Tenancy Agreement would result in a termination notice.
 - A picture of the Appellant and his dog.
 - A screen shot of a text message sent April 10 requesting \$750.
 - A text message conversation with the Appellant's landlord noting a final warning.
- On April 30, 2024, the Appellant was advised he was not eligible for a crisis supplement to pay May rent as rent is considered an ongoing expense and not considered an unexpected expense.
- On May 6, 2024, the Appellant submitted a Request for Reconsideration. In the reconsideration the Appellant noted:
 - He has applied for Persons with Disabilities designation as he has a disfigured

- hand and as a result is unable to work.
- He helps with his dad who has returned home from the rehabilitation center.
 - He is asking for assistance as he cannot borrow from friends or family anymore.
 - He applied for help with May rent due to the situation with his roommate noting:
 - Accepting the roommate was a bad choice as he believes the roommate has an online gambling addiction making him unreliable with rent payments.
 - The roommate did not give a damage deposit or pay March rent and was to be removed from the property March 14, 2024.
 - He allowed the roommate to stay as the roommate paid \$900 on March 17, 2024.
 - He explained the roommate said he would pay April rent and the additional \$600 owing for March rent on April 20, 2024. He allowed the roommate to stay until the end of April on the condition the room was kept clean so he could show it to potential roommates.
 - On April 24, 2024, the Appellant told the roommate to leave as he had not paid his outstanding debt.
 - On May 8, 2024, the Ministry completed its review of the Appellant's Request for Reconsideration, and the Appellant was found not to be eligible for a crisis supplement for May rent as the Ministry was not satisfied that the need for additional money to pay May rent was unexpected. The Ministry concluded the Appellant could have reasonably predicted his roommate would not pay May rent based on their history of unpaid rent.

The Appeal

On May 14, 2024, the Appellant filed a Notice of Appeal in which the Appellant stated:

- The ministry has denied his application for a crisis shelter supplement claiming that the \$2100 that he was supposed to receive from his roommate on April 21st, that he did not receive, is not considered to be "unexpected" due to this roommate's history of not being reliable with making rent payments: whereas it was unexpected.

The Hearing

At the hearing, the Appellant stated:

- He has made an application for Persons with Disabilities designation.
- He feels not receiving the rent monies from his roommate was unexpected. "Total shock that he didn't have the \$2100."
- He has not tried to find another roommate but has allowed his roommate to move back into the residence and that the roommate has paid his half of the rent for the month of May which was \$1500.
- His roommate still owes him \$2100 but he has not made any arrangements for payment yet.
- He has sent in the paperwork to apply for disability assistance.
- When asked how he can pay for half the rent of \$3000 per month when his assistance amounts to \$1060, the Appellant stated he would try to sell his belongings. Also, he noted he has not been able to work since his injury which happened about a year ago.
- He has no intention of moving as other rentals are too expensive and may not allow his dog to reside with him.
- He has not added his roommate to the tenancy agreement as he doesn't want his roommate to be locked in or to have any rights as a tenant.
- He has lots of debt even before he started receiving assistance and needs to pay friends and family back.
- He commits time to assist his father.

At the hearing, the Ministry representative stated:

The Appellant received assistance in April 2024 for rent as the ministry was satisfied the roommate had left unexpectedly in March 2024. As the Appellant is asking for the supplement for the next month, May, it is not unexpected.

- The Ministry does not issue crisis supplements on an ongoing basis.
- The Appellant has chosen to reside in a residence of high rent.
- The Appellant should investigate the BC Rental Protection Fund to see if assistance may be available.

Admissibility of new information

Section 22(4) of the *Employment and Assistance Act* says that a panel may consider evidence that is not part of the record that the panel considers to be reasonably required for a full and fair disclosure of all matters related to the decision under appeal.

In this case the Ministry representative summarized the Reconsideration Decision but did not offer any new evidence to be considered by the panel. The Appellant's evidence summarized his Request for Reconsideration and included new evidence he had allowed his roommate to return to the residence and that the roommate had paid his half, \$1500, of May rent but still owed him \$2100. The ministry did not object to the Appellant's evidence. The panel admits the new information under section 22(4) of the Employment and Assistance Act as evidence that is reasonably required for a full and fair disclosure of all matters related to the decision under appeal. As the Appellant's oral evidence at the hearing clarified the appellant's current position, the panel admitted the evidence provided.

Part F – Reasons for Panel Decision

The issue under appeal is the reasonableness of the Reconsideration Decision in which the Ministry determined that the Appellant was not eligible for a crisis supplement for payment of rent for the month of May 2024 under the Regulation.

Appellant's Position

The Appellant argued he fully expected his roommate to pay his share of the rent and therefore it was an unexpected expense, and the ministry should give him a crisis supplement.

Ministry's Position

The Ministry maintains that the Appellant is not eligible for the crisis supplement as the Appellant was aware that his roommate was unreliable when paying rent as the roommate did not pay his rent the previous month. As well, the Appellant had reported he had paid a relative \$750 for a debt owing, the Ministry considers the use of income assistance funds to pay outstanding debts not an unexpected expense.

Panel Decision

Section 59(1) of the Regulation, states a crisis supplement may only be provided if all the following eligibility criteria are met:

1. The family unit is eligible for income assistance or hardship assistance and;
2. Is required to meet an unexpected expense, or an item unexpectedly needed and;
3. There are no resources available and;
4. Failure to obtain the item or meet the expense will lead to imminent danger to the appellant's physical health.

The Ministry is satisfied that the Appellant meets three of the four criteria listed in section 59(1) of the Regulation but is not satisfied that the expense was unexpected.

An Unexpected Expense.

The Appellant acknowledges his roommate is unreliable in paying his rent and past debts and has used his income assistance to pay debts owed to family members. As well, the Appellant has stated he will require a new roommate to assist in the payment of rent, but

he has not actively sought a replacement roommate and that he is aware that the income assistance he does receive from the Ministry will not cover his current shelter costs.

The panel finds that not receiving his roommate's portion of May 2024 rent, cannot be considered unexpected. As the Appellant's roommate was unreliable with prior rent payments and left the Appellant in March 2024 without notice or rent payment for the month of April, the Appellant could have reasonably expected that his roommate would not have paid towards May 2024 rent. As well, as the new evidence shared at the hearing noted, the roommate returning and paying for May rent and making offers to pay past debts but failing to do so, shows the unreliability of the roommate to follow through with promises of payment and therefore it should not be unexpected that he would not pay May rent on time.

From the evidence found in the letter from the property owners dated April 9, 2024, the Appellant has not paid rent on time seven occasions in the last year. The panel finds the non-payment of rent before the Appellant accepted his roommate, indicates the Appellant has had issues with meeting the monthly expense of his rental before his current roommate moved in and that issues with payment of his monthly rental is expected.

Lastly, the Appellant stated he used \$750 of his monthly assistance to pay a debt owed to a family member. The panel finds the Appellant was aware that using his assistance for personal reasons, paying a debt, instead of paying shelter costs, would impact his payment towards May rent and therefore the expense would be expected.

Therefore, the panel finds that it was reasonable for the Ministry to conclude that the Appellant is aware of his monthly expenses and that the need for additional money to pay rent for May 2024 was not "an unexpected expense."

Conclusion

The Panel finds that the Ministry's Reconsideration Decision determining that the Appellant was ineligible for a crisis supplement to pay rent for the month of May was a reasonable application of the applicable legislation in the Appellant's circumstances.

The Appellant is not successful on appeal.

Legislation

EMPLOYMENT AND ASSISTANCE ACT

Income assistance and supplements

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

EMPLOYMENT AND ASSISTANCE REGULATION

Crisis supplement

59 (1) The minister may provide a crisis supplement to or for a family unit that is eligible for income 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 \$50 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, the maximum set out in section 4 of Schedule A and any supplements provided under section 56.2 [pre-natal shelter supplement] or Division 8 [Housing Stability Supplement] of Part 5 of this regulation, or

(B) the maximum set out in Table 1 of Schedule D, the maximum set out in Table 2 of Schedule D and any supplements provided under section 56.2 or Division 8 of Part 5 of this regulation,

as applicable, for a family unit that matches the family unit, and

(c) if for clothing, the maximum amount that may be provided in the 12 calendar month period preceding the date of application for the crisis supplement is \$110 for each person in the family unit.

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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

Charles Schellinck

Signature of Chair

Date (Year/Month/Day)

2024/06/03

Print Name

Inge Morrissey

Signature of Member

Date (Year/Month/Day)

2024/06/01

Print Name

Connie Simonsen

Signature of Member

Date (Year/Month/Day)

2024/06/01