

Reasons for Decision:

Order # 1516-428

The appellant appealed that the appellant's income assistance was insufficient and that the appellant did not receive full monthly benefits for the month of **<date removed>** due to a calculation error.

The Department reported at the hearing that the appellant transferred from another office in **<date removed>**. The appellant receives benefits on a bi-weekly basis and had asked a new worker about splitting monthly benefits evenly into two cheques effective **<date removed>**. Previously the first payment of the month had been higher than the mid-month cheque. The appellant would receive **<amount removed>** two business days before the first of the month then mid-month would receive **<amount removed>** for the **<date removed>**. The rent of \$285.00 is sent directly to the landlord. In error, the Department made the new change in **<date removed>** rather than **<date removed>**. The new split benefits were **<amount removed>** for the first of the month and **<amount removed>** on the 15th of the month. The appellant called the worker who gave the appellant the option to leave it like this or the appellant could pick up a cheque for **<amount removed>**, which is the difference of the previous split amount of **<amount removed>**; however they advised the appellant that would only leave the appellant with **<amount removed>** for mid-month in **<date removed>**.

The appellant agreed and picked up that cheque on **<date removed>**. The balance of **<amount removed>** was issued by cheque for the 15th of the month. The full entitlement of **<amount removed>** plus rent of \$285.00 equals **<amount removed>** which had been issued in full. The appellant called the worker on **<date removed>** stating that the appellant had not been provided with all benefits. It was explained to the appellant that the appellant had agreed to have **<amount removed>** of mid month benefits released early. The appellant met with the worker on **<date removed>** to discuss this. The appellant was insistent that the appellant would get **<amount removed>** at mid month and **<amount removed>** at month end. It was explained that benefits will be distributed that way for **<date removed>** but that the appellant received full entitlement for **<date removed>**.

The appellant stated that the appellant receives **<amount removed>** every month after rent is paid directly to the landlord. The appellant advised that cheques were supposed to be split in **<date removed>** not **<date removed>** for two equal amounts of **<amount removed>**. The appellant insists that the appellant is still owed **<amount removed>** of benefits for **<date removed>**. The last cheque for **<date removed>** was **<amount removed>** and it was supposed to be for **<amount removed>**. The **<amount removed>** split cheques were supposed to start in **<date removed>** and the first cheque received was for **<amount removed>**, therefore, the appellant feels that the appellant is still owed **<amount removed>**.

Received into evidence from the appellant were cheque stubs issued by the Department for these time periods.

After carefully considering the written and verbal information the Board has determined that the Department has correctly administered and calculated the appellant's entitlement for income assistance benefits. The Board finds this to be a matter of how the cheques are issued for which benefit months. The full entitlement, after rent is **<amount removed>**. The Department issues their cheques at the end of the month for the following month's benefits.

On **<date removed>**, **<amount removed>** was issued to the appellant for the first installment of **<date removed>** benefits. The balance of **<amount removed>** was issued to the appellant on **<date removed>**. For the **<date removed>** benefits, on **<date removed>** the appellant was issued **<amount removed>** for the first installment. On **<date removed>** a cheque was printed for **<date removed>** as per the appellant's request, to make up the difference the appellant was expecting of **<amount removed>**. The appellant picked up that cheque on **<date removed>**. Although that cheque was issued on **<date removed>**, it is however for **<date removed>** benefits which could be contributing to the confusion. The appellant was then issued the balance of **<amount removed>** on **<date removed>**. Although the Board understands the confusion around the issuing of the split benefits and when the benefits are released, the appellant did in fact receive full entitlement, which was also confirmed by the appellant's cheque stubs submitted to the Board. When all the amounts are totaled, **<amounts removed>**, the appellant received **<amount removed>** which is the full entitlement after rent. Therefore the decision of the Director has been confirmed and the appeal has been dismissed.