

**Reasons for Decision:**

**Order # AP1718-0155**

The appellant is appealing that an overpayment was assessed against the appellant in the amount of <amount removed> associated with moving costs.

The program representative stated that the appellant was evacuated from an apartment on <date removed> due to a fire in the building. The appellant contacted the case coordinator on <date removed> to advise that the appellant had been given a verbal eviction notice and received a formal notice on <date removed> due to the appellant's suite being unclean and having several rabbits in the suite. The appellant sought help from the Residential Tenancies Branch (RTB) which the appellant previously had contact with regarding tenant's rights in relation to the fire. The outcome of the RTB decision was that the appellant must vacate the suite effective <date removed>. The appellant contacted a covering case coordinator on <date removed> to inquire if the program would cover moving costs. At that time the program did not have a copy of a new lease confirming the move therefore could not determine eligible moving costs.

The appellant spoke with the case coordinator again on <date removed> and was informed that three moving quotes are required. The program then received a copy of a new lease on <date removed>. On <date removed> the appellant spoke to the case coordinator again to request if moving costs will be provided as the moving quotes were sent. The decision was made in consultation with the supervisor to provide the moving costs as an overpayment after reviewing the three quotes from the moving companies. As the appellant was required to vacate the suite on <date removed>, the program authorized an increase to the moving company chosen due to the move taking longer than anticipated. An overpayment was added to the appellant's income assistance file on <date removed> and a letter regarding this decision was sent on the same date. The program advised the appellant throughout their conversations that the move wasn't guaranteed to be covered due to the appellant entering into a mediated agreement with the RTB to end the tenancy on <date removed> which is prior to the lease expiry therefore not considered an eligible reason to cover moving costs.

The appellant attended the hearing with an advocate. The advocate stated that the appellant's previous residence, where the appellant resided for several years, had several rent increases. The latest notice of increase was approved above guideline rates by RTB. The advocate made mention that the appellant has a learning disability and has difficulty comprehending all that the program was advising and requesting from the appellant and found it very confusing. The appellant provided the new lease to the program on <date removed> and contacted the case coordinator a few days later to see if the costs would be covered. The program just advised the appellant that they still required the three quotes and made no mention to the appellant that the costs wouldn't be eligible due to the mediated agreement the appellant entered into. The

advocate sent a letter to the program prior to the hearing to request reconsideration due to the main reason why the appellant moved was the notice of another rent increase, which was above guideline rates, and which the appellant would not be able to afford. The program had all the required documents they requested at this time, however they chose not to reconsider, preferring to wait for the appeal they understood would be made. The advocate also stated that the advocate spoke with the program at the end of <date removed> and was advised that the moving costs should be approved but they were later denied by the supervisor. The advocate stated that the program should not have sent the appellant to seek out moving quotes, which implies the moving costs would be approved, and then deny the request based on the mutual mediated agreement. Finally, the program received and accepted three quotes, approving one which was not the lowest but which would accommodate the timeframe required.

Further to this, the program also accepted a request by the company to increase their cost by <amount removed>.

Section 21.1.3 of the Employment and Income Assistance Manual states:  
An amount, up to the actual costs of moving by the most economical means, may be authorized where there is reasonable justification for the move, as approved by the Director such as the present residence uninhabitable, change in family size, lower rent at the new location and closer proximity to confirmed employment or training.

A written estimate, invoice or receipt will be required to verify the actual cost. The Director must consult with the Program Specialist before approving costs related to relocations out of the province.

After carefully reviewing the written and verbal information the Board has determined that the appellant should have been covered for moving costs and not been assessed an overpayment. The Board finds that the move was a situation of many factors; however the primary issues of the move are related to finding cheaper accommodations rather than signing a new twelve month lease where the appellant would be unable to meet the increased rental costs. This is a reasonable justification for a move as per Section 21.1.3, and meets the eligibility criteria. Therefore the Board has rescinded the Director's decision and orders the program to remove the <amount removed> overpayment and reimburse any funds already collected.

## **DISCLAIMER**

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