

Appeal Number 2024-0427

Part C – Decision Under Appeal

The decision under appeal is the Reconsideration Decision of the Ministry of Social Development and Poverty Reduction ("Ministry") dated November 6, 2024, in which the Ministry denied the Appellant a crisis supplement to pay a water bill.

The Ministry was satisfied that the Appellant did not have resources to pay the water bill; and that the Appellant's health would be in imminent danger if she did not pay the water bill. However, the Ministry was not satisfied that the water bill was an unexpected expense.

Part D – Relevant Legislation

Employment and Assistance for Persons With Disabilities Regulation ("Regulation"), section 57
Employment and Assistance Act, section 22(4)

The full text of this legislation is in the Schedule of Legislation at the end of the decision.

Part E – Summary of Facts

The hearing was held by teleconference on December 4, 2024. The Appellant attended with a friend as witness and support person.

Evidence Before the Ministry at Reconsideration

The Appellant and her two children are recipients of disability assistance. She receives disability assistance and supplements of \$1,975.50 per month, as well as \$447.25 for child tax benefits and \$250.00 for child support. The Ministry deducts \$20.00 per month for repayment of a security deposit and a pet damage deposit the Ministry provided. The Appellant pays \$2,125.00 rent per month, and \$125.00 per month for BC Hydro.

The Appellant moved into her current rental accommodation on June 1, 2024, and provided a copy of the residential tenancy agreement to the Ministry. The residential tenancy agreement lists "utilities, facilities, services, equipment, and appliances", with boxes ticked for those items that are included in the rent. Hot water and water supply are two of the items that are not ticked.

On September 12, 2024, the Appellant asked the Ministry for a crisis supplement to pay the water bill. The Appellant told the Ministry that the building manager had come to her door that day and told her she had to pay the water bill because it was in the residential tenancy agreement. The Appellant gave the Ministry three water bills, with the following dates and balances owing:

- July 3, 2024: \$390.67
- August 6, 2024: \$796.55
- September 6, 2024: \$1,263.79.

On October 10, 2024, the building manager came to the Appellant's door again and told her that payment of the water bill was required immediately, or she would be evicted. On October 11, 2024, the Appellant gave the Ministry a fourth water bill dated October 4, 2024, with a balance owing of \$1,512.20. The Appellant also gave the Ministry an email, from the water utility company but with no date or recipient indicated, stating:

"The void provided does not have a name with the account numbers, typically [the water utility company] will not add a void if the name on the account is not visible, however as this void was submitted by the property management, we can make an exception and add as it is the responsibility of the property management to ensure correct information is provided.

The current outstanding balance on the account is \$1512.20, the appellant has told [the building manager] that she has paid the balance if that is the case, then the pre-

authorized payments will be in effect next billing cycle, if not we will debit the bank account provided for the full amount on October 29 2024."

The water utility company told the Ministry that the account was opened on June 1, 2024, and the Appellant had made no payments or payment arrangements.

On October 11, 2024, the Ministry reviewed the Appellant's request. On October 24, 2024, the Ministry told the Appellant that her request for a crisis supplement was refused.

In her Request for Reconsideration the Appellant explained that her sister helped her sign the rental application and her friend reviewed the details to make sure she understood the costs, and helped her review the Request for Reconsideration, which appears to have been completed by the friend.

Additional Evidence:

Appellant:

At the hearing, the Appellant's friend said:

- The friend has been a help and mentor for the Appellant for ten years, and the Appellant comes to them for help when she does not understand a contract or when she has to deal with the Ministry.
- The friend helped the Appellant fill out the rental application and reviewed the residential tenancy agreement for her.
- The friend saw that there were extra fees in the residential tenancy agreement for things like parking and security, but did not see that water would be billed in addition to rent.

At the hearing, the Appellant said:

- She cannot read English, and that is why her friend helps her to do paperwork.
- She did not sign a contract with the water utility company and never saw that business name until the building manager brought her all the bills.
- Water was included in the rent in every previous accommodation she has rented.
- The building manager came to her door around the end of August or September 2024, saying the water utility company was on the phone and the Appellant had not paid the bill.
- The water bills were not mailed to her, and she had never seen them before the building manager brought them all to her. She contacted the Ministry about the water bills on September 12, 2024, the day the manager brought her the bills.
- She has never received a water bill before and was shocked at the amount.

- When she moved into the rental accommodation she gave the landlord her bank account information for the rent. She notified BC Hydro and her internet provider when she moved, but she was never asked about opening an account for the water utility.

Ministry:

At the hearing, the Ministry referred to the residential tenancy agreement signed by the Appellant, which was not included in the Appeal Record. At the Panel's request, the Ministry provided a copy of the residential tenancy agreement.

Admissibility of Additional Evidence

Neither party objected to the additional evidence of the other party. The Panel finds that the additional evidence of the Appellant and the witness provides further information about the Appellant's awareness of the water utility debt. The residential tenancy agreement confirms that the Appellant signed a rental agreement indicating that water is not included in the rent. The Panel finds that the additional evidence is reasonably necessary to determine the issues in the appeal, and therefore it is admissible under section 22(4) of the *Employment and Assistance Act*.

Part F – Reasons for Panel Decision

The issue on appeal is whether the Ministry was reasonable in its determination that the Appellant was not eligible to receive a crisis supplement for the water bill because the expense was not unexpected.

Appellant's Position

The Appellant says that the water bill was an unexpected expense because she did not know that water was not included in the rent. She says that she does not read English, she relied on her friend to tell her what was in the residential tenancy agreement, and water has always been included in the rent wherever she has lived in the past. She says that she did not receive the monthly bills from the water utility company until the building manager brought her the bills in September 2024.

Ministry's Position

The Ministry was satisfied that the Appellant does not have the resources to pay the water bill, and that failure to pay the water bill will result in imminent danger to the health of the Appellant and her children. However, the Ministry was not satisfied that the water bill was an unexpected expense.

At reconsideration, the Ministry maintained that, even if the Appellant did not know when she moved in that she had to pay for water, the water bills would have been sent to the Appellant each month, and therefore the Appellant would have known after the first month that she was being billed for water. At the hearing, the Ministry acknowledged that, at reconsideration the Ministry was not aware that the Appellant had not received the water bills each month. However, the Ministry points out that the residential tenancy agreement says that water is not included in the rent. Therefore, the Ministry continues to maintain that the water bills are not an unexpected expense.

Majority Panel Decision

Under section 57 of the Regulation, the Ministry may provide a crisis supplement to a family unit that is eligible for disability assistance if:

- they require the supplement to meet an unexpected expense or obtain an item unexpectedly needed;
- there are no resources available to meet the expense or obtain the item; and
- failure to meet the expense or obtain the item will result in imminent danger to the health of any person in the family unit.

The Appellant has asked for a crisis supplement to pay four water bills in the total amount of \$1,512.20. The debt accumulated between June 2024, when she moved into the new rental accommodation, and October 2024.

The Ministry is satisfied that the Appellant does not have resources to pay the amount owing to the water utility company. The Ministry is also satisfied that failure to pay the water bill will result in imminent danger to the Appellant's health. If the bill is not paid, the water will be cut off and the Appellant will be evicted.

At reconsideration, the Ministry acknowledged that the Appellant told them she did not know that she had to pay for water. However, the Ministry said that the water bills would have been sent to the Appellant each month, so even if the Appellant did not know that she had to pay the water bill when she moved into the unit, after the first month she would have received a bill and been aware of the charges. Therefore, the Ministry determined that the water bill was not an unexpected expense.

At the hearing, the Ministry acknowledged the new evidence that the Appellant did not receive the bills each month, and that she did not have the bills until the building manager gave them to her on September 12, 2024. However, the Ministry maintains that the water bill is not an unexpected expense, as the Appellant signed the residential tenancy agreement that states that water is not included in the rent.

The Majority Panel accepts the Appellant's evidence that she did not sign a separate agreement with the water utility company, or set up the account with them, and that she gave her banking information only to the landlord when she moved into the rental accommodation on June 1, 2024. The Majority Panel notes that, in the undated email from the water utility company, the company has received bank information in the form of a void cheque, directly from the building manager, and states that "it is the responsibility of the property management to ensure correct information is provided". While the email is undated, it was apparently sent after October 4, 2024, as it refers to the outstanding balance on the October 4, 2024, invoice. The email is confirmation that the water utility company was dealing directly with the property management about the account, rather than with the Appellant, including in its efforts to collect the unpaid amounts. The Majority Panel also notes that the only reported efforts to collect the account came to the Appellant through the building manager.

All of these factors are consistent with the Appellant's evidence that she did not know about the water bills until the building manager came to her door, and she did not have copies of the water bills until the manager gave them to her on September 12, 2024. The Majority Panel also notes that the Appellant's evidence is also consistent with the date the Appellant first contacted

the Ministry about a crisis supplement – if the Appellant had received an unexpected water bill in July 2024, it would be reasonable to expect she would have contacted the Ministry for a crisis supplement then, and not waited three months while the bills continued to arrive. The Majority Panel finds that the Appellant was not aware of the accumulating debt until the building manager told her about it, and she did not receive the water bills until the building manager gave them to her.

The Ministry submits that, even if the Appellant was not receiving the water bills each month, the residential tenancy agreement indicates that water is not included in the rent, and as the Appellant signed the agreement, she would have known that she would have to pay for water separately. However, the Majority Panel finds that the Appellant's circumstances are somewhat unusual and explain why the Appellant did not know she would have to pay the water bill. The Appellant cannot read English and relies on her friend to read documents and explain them to her. The Appellant's friend explained in the hearing that she did not see that water was not ticked as an included service in the residential tenancy agreement.

The Majority Panel finds that, in the Appellant's circumstances it was reasonable for her to rely on her friend's explanation of the residential tenancy agreement. While it is unfortunate that the friend did not notice that water was not included in the rent, the result is that the Appellant did not expect to receive water bills, as water was always included in the rent in other places she rented. The Majority Panel finds that the Appellant did not know that she had to pay for water in addition to her rent, until the building manager arrived at her door and told her, and she did not know what she owed until the manager gave her the bills. Therefore, the Majority Panel finds that the water bill is an unexpected expense.

Under section 57(2) of the Regulation, a crisis supplement may be provided only for the calendar month in which the application or request for the supplement is made. The Appellant requested the crisis supplement on September 12, 2024. The Majority Panel finds that, as the Appellant was not aware of the water bill until September 12, 2024, the unexpected expense is the amount of the water bill in the calendar month of September 2024. Although one bill was dated October 4, 2024, the Majority Panel notes that it is a bill for water use between September 1 and September 30, 2024, and the bill was provided to the Ministry before the Ministry made its original decision. Therefore, the Majority Panel finds that the unexpected expense is the total water bill up to the end of September 2024, in the amount of \$1,512.20.

The Majority Panel finds that, considering the additional evidence about the Appellant's inability to read English and when she received the water bills, the Ministry's Reconsideration Decision is not reasonably supported by the evidence.

Conclusion

The Majority Panel finds that the Reconsideration Decision is not reasonably supported by the evidence. The Majority Panel rescinds the decision. The Appellant is successful in the appeal.

Dissenting Panel Decision

In the Reconsideration Decision the Ministry determined that the Appellant was not eligible for a crisis supplement for water because the Appellant had not satisfied the Ministry that she required the crisis supplement to meet an unexpected need or expense as required by section 57(1)(a) of the Regulation.

Briefly, the chronology of events shows that:

- On September 12, 2024, the Appellant requested a crisis supplement for water, stating that she did not know she was responsible for paying the water bills as her previous rental had included it. She stated that the building manager came and said that she will have to pay it as it was in the tenancy agreement. She also stated that she has an email from the utility provider that she will submit to the local office for processing.
- On September 16, 2024, the Appellant submitted via *My Self Serve* three water bills respectively dated July 3, August 6, and September 6, 2024.
- On October 10, 2024, the Appellant contacted the Ministry stating that the building manager warned her that she would be evicted if the water bills are not paid. The Appellant said that she was warned over the phone and did not have physical proof or warning yet.
- On October 11, 2024, the Appellant visited a local office of the Ministry and submitted additional water bill and an email from the utility provider. In the utility provider's email, it was stated, among other things, that she told the building manager that she has paid the balance. The Appellant submitted a water bill dated October 4, 2024, showing the amount owed is \$1,512.20.

The Ministry reviewed the request for a crisis supplement on October 11, 2024, and determined that the Appellant was not eligible as she has not demonstrated that there was an unexpected circumstance that prevented her from monitoring her monthly statements with her water utility provider. The Ministry noted that the Appellant's water utility account was opened on June 1, 2024 and that the Appellant's tenancy agreement shows that no utilities are included in the rent so she would have been aware that she is required to pay her utilities.

On October 28, 2024, the Appellant submitted a Request for Reconsideration in which she wrote, *"Please help me with reconsideration of this request; I requested crisis supplement for the water Bill on Sept 12, 2024, the manager came to my address to request to pay the outstanding bill. I called same day to ministry to request this crisis fund; ministry asked for the documents, and I submitted the documents online My Self Serve on Sept 16, 2024. I waited all this time until Oct 10/24; the manager of the building again came to my address door to inform me that the payment is immediately required if not he will have to evict me for next process! On Oct 11/24 the request was reviewed [illegible] it was declined on Oct 24/24! Please reconsider my request and help me with a solution to pay this outstanding Bill for water bill! I had a BC Hydro account from previous address if I had known on the initial contract signing, I would have explained to the ministry during the beginning of my move and contract signing! Please consider my medical issues during this time as I was pregnant and single mother maintaining life for my 13-year-old as well! As I did not get the help for the car seat for my child for this request being declined created more financial hardships! I had my sister help me sign the application for the place, and my friend reviewed the details of the contract! to make sure it was complete, and I understand all costs! Her name is [name] please call her at [phone number] anytime!! I also helped her review this application as well! Thank you."*

The Appellant filed a Notice of Appeal dated November 13, 2024, in which the Appellant wrote, *"I disagree with the Ministry's decision that I don't meet the criteria for a crisis supplement for my water bill. I was not aware of the utility bill and it was an unexpected expense. My friend will be able to provide testimony for the tribunal to support my claims."*

The dissenting panel member takes the view that if the Appellant was under a misconception that water charges are included in her rent, then at the time when she received her first water bill in July, it would be logical for the Appellant to immediately contact the building manager to find out why the water bill was issued to her. This was not done. And when the Appellant received the second water bill in August, it was apparent from the water bill that the previous amount had not been paid. By that time, it should have been obvious to the Appellant that these charges are not included in the rent.

At the hearing of the appeal, the Appellant said that she did not receive any of those water bills.

The dissenting panel member notes that neither at the time of making the application for crisis supplement in September, nor at the time of applying for a Request for Reconsideration in October, nor at the time of filing a Notice of Appeal in November had the Appellant mentioned anything about not receiving the water bills.

It is shown on the water bills that both the service address and the billing address are the same, that is, the Appellant's address. If the water bills were sent to the Appellant by mail, the dissenting

panel member has some doubt that all the water bills that were mailed to the Appellant in July, August, September and October were all lost in the mail.

According to the chronology, when the Appellant applied for the crisis supplement on September 12, she stated that she has an email from the utility provider that she will submit to the local office for processing. If the water bills were sent to the Appellant via email and not by mail, the dissenting panel member has some doubt as to why the Appellant did not receive the water bills in her email and yet she was able to receive the email from the utility provider which she later submitted to the Ministry.

The Appellant claimed that she only saw those water bills when the building manager came to her place to demand payment on September 12. The dissenting panel member finds it hard to comprehend how the building manager would have the Appellant's water bills in his possession when the water bills indicate "INVOICE TO" the Appellant's address. There was also no reason why the building manager would want to keep the Appellant's water bills to himself for several months and not bring them to the Appellant if he did indeed receive them.

According to the chronology, the Appellant applied for the crisis supplement on September 12 and submitted the July, August and September water bills to the Ministry on September 16. The Appellant subsequently submitted the October water bill on October 11. The dissenting panel member takes the view that it cannot be said that the October bill was an unexpected expense after receiving the July, August and September bills. It is also relevant to note that section 57(2) of the Regulation limits the Ministry's ability to provide a crisis supplement only for the calendar month in which an application or request for the supplement is made.

In the undated email from the utility provider, it was stated that the utility provider has received the Appellant's void cheque via the building manager. The dissenting panel member takes the view that the fact that the void cheque was provided to the utility provider via the building manager and that it was the building manager who came to the Appellant and asked her to settle the outstanding water bills does not necessarily mean that the Appellant was not aware she was responsible for the water charges. The Appellant is a tenant. It is reasonable for the landlord/property owner to make sure there are no outstanding utility charges related to the rental unit; if utility charges remain unpaid, the utility provider could place a lien on the property. The dissenting panel member also notes that in the tenancy agreement it is stated under clause 14 that "*Utilities that are not paid to the landlord or included in the rent must be arranged for and the account maintained current by the tenant. The discontinuation of any utilities resulting from the tenant cancelling or failing to maintain current payments is a breach of a material term of this Agreement*". The building manager is the person entrusted by the landlord/property owner to manage the property. It is the building manager's responsibility to ensure that all tenants,

including the Appellant, comply with the terms of the tenancy agreement and if not, to issue a notice of eviction.

At the hearing of the appeal, the Ministry mentioned that the tenancy agreement on their file shows that utilities are not included in the rent and hence the Appellant should have been aware that she was responsible for the water bills. As the tenancy agreement was not included in the appeal record, the panel requested for a copy of the tenancy agreement at the hearing. The Appellant then said that she does not read English. However, the Appellant did not require an interpreter for the appeal hearing and made her oral submissions in English.

The tenancy agreement consists of four pages. On the first page of the tenancy agreement there is a clause stating that "*Only those utilities, facilities, services, furnishings, equipment, and appliances checked below will be provided and included in the rent*". The boxes of "hot water" and "water supply" are not checked, thus it is clear that water charges are not included in the rent. And on the last page of the tenancy agreement the Appellant signed and acknowledged that "THE TENANT ACKNOWLEDGES HAVING READ AND RECEIVED A COPY OF THIS AGREEMENT", thus, the Appellant has a copy of the tenancy agreement with her. If the Appellant was not sure what utilities are included and what are not included in the rent, she could simply take a look at the tenancy agreement, and if she does not read English as she claimed, she could call the building manager to clarify. The tenancy agreement was signed on May 29, 2024, and the Appellant moved in the place on June 1, 2024. She had ample opportunities to read the tenancy agreement or make enquiries with the building manager to find out what utilities are not included in the rent.

The dissenting panel member takes the view that the fact that the Appellant did not pay attention to the terms of the tenancy agreement does not render the water charges an unexpected expense. It is patently clear in the tenancy agreement that water utilities are not included in the rent.

Section 57(1) of the Regulation provides that a crisis supplement may be available to provide recipients who face unexpected needs with a one-time payment to prevent imminent danger to their physical health. Crisis supplements are intended to address urgent situations that a person could not reasonably plan for or anticipate and are not meant to augment the monthly assistance.

Having considered all the evidence, the dissenting panel member finds that the Appellant's outstanding water bills are not an unexpected expense as contemplated by section 57(1)(a) of the Regulation. The dissenting panel member finds that the Ministry's Reconsideration Decision was reasonably supported by the evidence and was a reasonable application of the legislation.

Schedule of Legislation

Employment and Assistance for Persons With Disabilities Regulation

Crisis supplement

- s. 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 \$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 54.3 [*pre-natal shelter supplement*] or Division 7 [*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 54.3 or Division 7 of Part 5 of this regulation,
as applicable, for a family unit that matches the family unit;
 - (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.
- (5) and (6) Repealed. [B.C. Reg. 248/2018, App. 2, s. 2.]

(7) 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.

Employment and Assistance Act

s. 22 (4) A panel may consider evidence that is not part of the record as the panel considers is reasonably required for a full and fair disclosure of all matters related to the decision under appeal.

APPEAL NUMBER 2024-0427

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

Susan Ferguson

Signature of Chair

Date (Year/Month/Day)

2024/12/10

Print Name

Kenneth Smith

Signature of Member

Date (Year/Month/Day)

2024/12/10

Print Name

Mimi Chang – dissenting

Signature of Member

Date (Year/Month/Day)

2024/12/10