

<i>Act/Regulations</i> <i>Social Assistance Act Reg.</i> <i>12(1)(b), 19(16)</i> <i>Supports for Person with</i> <i>Disabilities Act Gen. Reg. 49</i>	Program	Social Assistance, AccessAbility Supports	
	Subject	Damage Deposits	Policy # SA 6.16 AAS 7.16
Effective Date: April 1, 2023		Authorized by: Deputy Minister Teresa Hennebery	

1.0 PURPOSE

- 1.1 To provide financial support to applicants of Social Assistance (SA) and Assured Income (AI) to secure appropriate housing.

2.0 DEFINITIONS

- 2.1 **Applicant:** a person who applies for or on whose behalf an application is made for SA or AI.
- 2.2 **Agent:** an adult person who applies for, or has applied for, assistance on behalf of an applicant.
- 2.3 **Assured Income (AI):** a component of AccessAbility Supports (AAS) that provides monthly financial supports to eligible applicants with disabilities to use towards securing basic needs.
- 2.4 **Overpayment:** cash and/or a material benefit which an applicant was not entitled to receive or an advance of funds to assist in securing or preventing the loss of living accommodations or basic utilities.
- 2.5 **Recipient:** a person who is provided SA or AI and includes a person whose SA or AI have been suspended but not cancelled.
- 2.6 **Supports Coordinator:** a staff member that provides direction and case management support in delivering a range of social benefits and services to applicants eligible for Social Programs.

3.0 POLICY STATEMENTS

- 3.1 For the purposes of this policy, use of the word applicant is inclusive of recipient.
- 3.2 Damage deposit benefits are intended to supplement the financial resources available to an applicant. Applicants are expected to explore financial resources available from all sources, including previously paid deposits and exemptible income, to fund a damage deposit prior to requesting financial support from the Department.

- 3.3 Where an applicant is unable to fund a damage deposit, a damage deposit may be advanced equal to the applicant's monthly rent or the applicant's maximum shelter rate, whichever is less.
- 3.4 Allowances may be made for applicants with exceptional shelter needs greater than the monthly rent or maximum shelter rate with the approval of the appropriate authority in the following circumstances:
- Applicants with special accessibility requirements or other specific needs related to a disability;
 - Applicants with a history that may prevent them from living within the allowable shelter rates;
 - Where the applicant has been forced to seek new accommodations due to circumstances beyond their control, such as a fire or domestic abuse; or
 - To prevent a significant disruption to an applicant's support networks.
- 3.5 Damage deposit benefits are to be recovered as an overpayment over a period of up to 12 months.
- 3.6 Any rental contract, whether written or verbal, is between the landlord and the applicant. Damage deposit payments to and recovery from the landlord are the responsibility of the applicant.
- 3.7 Subsequent damage deposits will not be paid until the existing deposit is fully recovered from the applicant. Consideration may be given to applicants with exceptional shelter needs with approval from the appropriate authority.
- 3.8 Damage deposits will not be provided in circumstances where the Supports Coordinator determines the cost of the accommodations will cause hardship to the applicant or where the applicant's case plan includes a recommendation to find more affordable accommodations.

4.0 PROCEDURE STATEMENTS

- 4.1 Applicants are responsible to provide verification of shelter costs to the Department. Verification may include but is not limited to a *Confirmation of Residency* form (attached), or a rental or lease agreement.
- 4.2 Verification of shelter costs must be listed in the agent, applicant or co-applicant's name. Documentation issued in a third-party name will not be considered when determining an applicant's eligibility for a damage deposit.
- 4.3 Supports Coordinators are responsible to verify an applicant's eligibility for damage deposit benefits, including reviewing the applicant's electronic file to confirm the applicant has repaid previously issued damage deposits.

- 4.3 Where the applicant is eligible to receive a damage deposit benefit, the Supports Coordinator will follow the procedures outlined in Social Programs policy 1.7 – Recovery of Overpayments to add the damage deposit as an overpayment to an applicant’s file.
- 4.4 The Supports Coordinator will assist the applicant in completing an *Acknowledgement of Overpayment Form* (attached). A copy of the Acknowledgement of Overpayment form will be given to the applicant and a second copy will be kept in the applicant’s file.

5.0 REFERENCES

- 5.1 Social Programs Policy 1.7 Recovery of Overpayments

6.0 ATTACHMENTS

- 6.1 Confirmation of Residency
- 6.2 Acknowledgement of Overpayment Form

Confirmation of Residency

Confirmation of Residency

To be completed by the Applicant

Telephone No.: _____

Client Name: _____

Client Mailing Address: _____

Residential Address:
(If different from Mailing Address) _____

If you are sharing accommodations, please list your roommate(s):

Client Signature _____

Date _____

To be completed by the landlord

Landlords Name: _____ Telephone No.: _____

Landlords Address: _____

Rental Information

1. Type: House Apartment Family Room Room & Board

2. # Of Bedrooms: 1 2 3 4 5

3. Monthly Costs: _____ Security Deposit: _____

4. Date Rented: _____ Type of Heat: _____

5. Included in Rent: Heat Electricity Stove Fridge Furniture Laundry

I DECLARE THAT THE INFORMATION PROVIDED IS TO THE BEST OF MY KNOWLEDGE TRUE AND COMPLETE

Landlord's Signature _____

Date _____

**DEPARTMENT OF
SOCIAL DEVELOPMENT & HOUSING
SOCIAL PROGRAMS**

**REPAYMENT AGREEMENT
ACKNOWLEDGEMENT OF OVERPAYMENT**

Applicant Information		
Applicant Name:	PHN:	Date:
Co-Applicant Name:	PHN:	Telephone:
Mailing Address:		Overpayment Amt:

I/We acknowledge that I/we received an overpayment of \$_____ which is repayable under the *Social Assistance Act* or the *Supports for Persons with Disabilities Act*.

I/We further acknowledge that such overpayment constitutes a debt to the Minister in the same amount.

I/We jointly and separately agree to pay the Province of Prince Edward Island (payable to the Minister of Finance) the sum of \$_____ payable in equal monthly installments of \$_____.

I/We acknowledge that the terms of repayment of this debt will be subject to periodic review and revision at the sole discretion of the Minister until the sum is paid in full.

I/We understand that, if I am no longer eligible to receive assistance and I default on my obligation to repay my overpayment balance, the Minister may use other collection tools available to them which may include filing judgement against my personal property or garnishing of my federal income tax refunds.

_____ SIGNATURE OF APPLICANT	_____ SIGNATURE OF WITNESS
_____ PRINT NAME	_____ PRINT NAME
_____ DATE (YYYY MM DD)	_____ DATE (YYYY MM DD)
_____ SIGNATURE OF CO-APPLICANT	_____ SIGNATURE OF WITNESS
_____ PRINT NAME	_____ PRINT NAME
_____ DATE (YYYY MM DD)	_____ DATE (YYYY MM DD)

I am not in agreement with the amount of overpayment and have been advised that I have _____ days from today to provide Notice to the Appeal Board of my intention to appeal this decision.

_____ (Initials of Applicant)

_____ (Initials of co-Applicant)

Privacy Statement
Personal information on this form is collected under Section 31(c) of the <i>Freedom of Information and Protection of Privacy Act</i> and will be used for the purpose of administering the <i>Social Assistance Act</i> or the <i>Rehabilitation of Disabled Persons Act</i> . If you have any questions about this collection of personal information, you may contact the Manager of Administration, Social Programs, Department of Social Development & Housing, (902) 368-5230.