

IN THE INTERMEDIATE COURT OF APPEALS OF WEST VIRGINIA

**JOHN GREEN,
Appellant Below, Petitioner**

v.) No. 26-ICA-58 (Bd. of Rev. Case No. 26-BOR-1008)

**WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES,
BUREAU FOR FAMILY ASSISTANCE,
Respondent Below, Respondent**

FILED
September 25, 2026
ASHLEY N. DEEM, CHIEF DEPUTY CLERK
INTERMEDIATE COURT OF APPEALS
OF WEST VIRGINIA

MEMORANDUM DECISION

Petitioner John Green appeals the January 29, 2026, decision from the West Virginia Office of Inspector General Board of Review (“Board”) which excluded his monthly home warranty cost as an eligible shelter expense when calculating his monthly Supplemental Nutrition Assistance Program (“SNAP”) benefits. Respondent West Virginia Department of Human Services, Bureau for Family Assistance (“Department”) filed a response.¹ Mr. Green did not file a reply.

This Court has jurisdiction over this appeal pursuant to West Virginia Code § 51-11-4 (2026). After considering the parties’ arguments, the record on appeal, and the applicable law, this Court finds no substantial question of law and no prejudicial error. For these reasons, a memorandum decision affirming the Board’s January 29, 2026, order is appropriate under Rule 21 of the West Virginia Rules of Appellate Procedure.

Mr. Green applied for SNAP benefits in November 2025 and was approved for a monthly benefit amount of \$152.00 beginning on December 1, 2025. Mr. Green owns and resides in a trailer. He has a homeowner’s insurance policy on the trailer along with an additional home warranty policy that covers the HVAC, electrical, and plumbing systems, and the garage door openers. The Department determined that the home warranty policy was not a permissible shelter expense. According to Policy 4.4.2 of the West Virginia Income Maintenance Manual,² permissible shelter expenses include “insurance on the structure and lot”; however, insurance on furniture and personal belongings is excluded.

¹ Mr. Green is self-represented. The Department is represented by Attorney General John B. McCuskey, Esq., and Assistant Attorney General Carl E. Hostler, Esq.

² The federal regulation governing West Virginia SNAP shelter cost deductions is 7 CFR § 273.9(d)(6)(ii)(B). The West Virginia Income Maintenance Manual policy mirrors that of the federal regulation.

Mr. Green disputed this decision and requested a Fair Hearing and a Pre-Hearing Conference on January 5, 2026.

On January 8, 2026, the Board scheduled a telephonic fair hearing for January 28, 2026. At the hearing, the Department appeared by a representative, who was an economic service worker. The only issue before the tribunal was whether the Department correctly excluded Mr. Green's home warranty cost as a shelter expense deduction when calculating his SNAP benefit amount. The State Hearing Officer issued a decision on January 29, 2026. In this decision, the hearing officer stated that:

Governing policy mandates that insurance on the structure and lot is considered as a shelter expense for SNAP calculations. Excluded expenses are insurance on furniture or personal belongings. [Mr. Green] presented an extended home warranty which covers the heating system, air conditioning, electrical, plumbing, and garage door openers of his home. These expenses are considered optional luxury services for maintenance of the home and not considered for basic housing necessities such as property taxes, homeowner's insurance and mortgage payments. Because [Mr. Green's] payment of an extended home warranty does not cover structure and lot of the property as outlined by policy it cannot be included when calculating shelter expenses in SNAP eligibility.

The [Department's] decision to exclude the home warranty payment as a shelter expense for SNAP eligibility is affirmed.

Mr. Green now appeals.

For these matters, we apply the following standard of review:

The court may affirm the order or decision of the agency or remand the case for further proceedings. It shall reverse, vacate, or modify the order or decision of the agency if the substantial rights of the petitioner or petitioners have been prejudiced because the administrative findings, inferences, conclusions, decision, or order are:

- (1) In violation of constitutional or statutory provisions;
- (2) In excess of the statutory authority or jurisdiction of the agency;
- (3) Made upon unlawful procedures;
- (4) Affected by other error of law;
- (5) Clearly wrong in view of the reliable, probative, and substantial evidence on the whole record; or
- (6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

W. Va. Code § 29A-5-4(g) (2021); *accord* W. Va. Code § 16B-2-2(c) (2024) (specifying that the provisions of West Virginia Code §§ 29A-5-1 to -5 apply to this Court’s appellate review of BOR decisions).

On appeal, Mr. Green asserts three assignments of error. Because his assignments of error are similar, we will consolidate and restate them for clarity and efficiency. Mr. Green argues that the hearing officer incorrectly classified his home warranty policy as a non-qualifying shelter expense of insurance on “furniture or personal belongings” instead of a qualifying shelter expense of insurance on the “structure and lot,” as the home warranty policy covers the HVAC, electrical, and plumbing systems of the home. We disagree.

According to Chapter 4.4.2.C of the West Virginia Income Maintenance Manual, specific continuing expenses are considered as “shelter expenses” when calculating the monthly benefit amount for program applicants. Among these qualifying expenses are “[i]nsurance on the structure and lot. This does not include insurance on furniture or personal belongings.” While we agree with Mr. Green that the home warranty is not a disqualifying shelter expense of insurance on “furniture or personal belongings,” as the State Hearing Officer noted, it also is not insurance on the structure in which Mr. Green lives, nor the lot on which the residence is located. Instead, based on records submitted by Mr. Green, the home warranty policy covers maintenance and service on the heating, cooling, electrical, and plumbing systems within Mr. Green’s residence. The regulation identifies the types of shelter expenses that may be deducted, and a claimed expense must fall within one of those enumerated categories. A separate contract providing repair service coverage for residential systems does not fall within the category of insurance on the structure itself. Accordingly, the home warranty policy is a maintenance service contract and not an insurance policy on the structure or lot. Mr. Green’s home warranty policy is separate and distinct from his qualifying homeowner’s insurance policy, which he also provided as evidence. Therefore, we conclude that Mr. Green failed to demonstrate that the Board erred by upholding the Department’s classification that the home warranty was not a qualifying shelter expense.

Accordingly, we affirm the January 29, 2026, decision.

Affirmed.

ISSUED: September 25, 2026

CONCURRED IN BY:

Chief Judge Daniel W. Greear
Judge Charles O. Lorensen
Judge S. Ryan White