The claimant resigned from her job to move with her partner to Georgia because they wanted a larger apartment at a lower rent than what was available in Massachusetts. Leaving a job to accompany another person to a new locality disqualifies an individual from receiving unemployment benefits. The claimant has not shown good cause attributable to the employer to resign or that she was experiencing a financial hardship that rendered her moving urgent, compelling, and necessitous. She is ineligible for benefits pursuant to G.L. c. 151A, § 25(e).

Board of Review
100 Cambridge Street, Suite 400
Boston, MA 02114
Phone: 617-626-6400
Fax: 617-727-5874

Paul T. Fitzgerald, Esq.
Chairman
Charlene A. Stawicki, Esq.
Member
Michael J. Albano
Member

Issue ID: 0080 7836 23

Introduction and Procedural History of this Appeal

The claimant appeals a decision by a review examiner of the Department of Unemployment Assistance (DUA) to deny unemployment benefits. We review, pursuant to our authority under G.L. c. 151A, § 41, and affirm.

The claimant resigned from her position with the employer on June 15, 2023. She filed a claim for unemployment benefits with the DUA, effective June 25, 2023, which was denied in a determination issued on August 11, 2023. The claimant appealed the determination to the DUA hearings department. Following a hearing on the merits attended by both parties, the review examiner affirmed the agency's initial determination and denied benefits in a decision rendered on December 15, 2023. We accepted the claimant's application for review.

Benefits were denied after the review examiner determined that the claimant voluntarily left employment without good cause attributable to the employer or urgent, compelling, and necessitous reasons and, thus, was disqualified under G.L. c. 151A, § 25(e)(1). After considering the recorded testimony and evidence from the hearing, the review examiner's decision, and the claimant's appeal, we remanded the case to the review examiner to obtain additional information pertaining to the claimant's financial circumstances at the time that she resigned from her employment. Only the claimant attended the remand hearing. Thereafter, the review examiner issued her consolidated findings of fact. Our decision is based upon our review of the entire record.

The issue before the Board is whether the review examiner's decision, which concluded that the claimant voluntarily left employment without good cause attributable to the employer or urgent, compelling, and necessitous reasons, is supported by substantial and credible evidence and is free from error of law, where, after remand, the review examiner found that the claimant resigned from her employment because her partner obtained employment in Georgia.

Findings of Fact

The review examiner's consolidated findings of fact and credibility assessment are set forth below in their entirety:

1. From April 26, 2021, until June 15, 2023, the claimant worked as a full-time (34 hours per week) medical assistant II for the employer, a medical office.

2. The claimant's rate of pay was $27 per hour.

3. The claimant reported directly to the employer's supervisor ([A]).

4. While working for the employer, the claimant resided at [Address] (the apartment). The claimant and her household moved to the apartment in approximately March, 2021.

5. The apartment is a two-bedroom apartment.

6. At the time the claimant and her household moved to the apartment, they had 2 children.

7. In January, 2022, the claimant and her partner had a baby.

8. The claimant and her partner are not married.

9. The claimant and her partner have a joint bank account they use to pay all household expenses.

10. As of April, 2023, the claimant and her partner resided in the apartment under a yearlong lease agreement. Under that agreement, the claimant and her partner's rent was $1,761 per month.

11. The lease agreement was scheduled to end in April, 2023.

12. The claimant and her partner did not want to enter another yearlong lease agreement because they felt their family had "outgrown" the apartment and wanted to find a larger one.

13. The claimant indicated that she defined "outgrowing" the apartment as deciding a 2-bedroom apartment was too small for 3 children of different ages.

14. The claimant's landlord did not tell her that she had to move out of the apartment because she had 3 children.

15. Instead of entering a new yearlong lease in April, 2023, the claimant chose to enter a month-to-month lease agreement. The month-to-month lease agreement raised the claimant's rent to $2,100 per month.

16. If the claimant and her partner had signed a yearlong lease agreement, their rent would have been lower than $2,100 per month.

17. The claimant did not inquire as to what her monthly rent amount would be if she signed another yearlong lease agreement on the apartment.

18. The claimant and her partner decided to lease month-to-month because they decided it would be less expensive than breaking a yearlong lease when they found a larger rental property.

19. The claimant did not limit her housing search to [City A], Massachusetts. The claimant also searched online for 3-bedroom apartments in [City A], [City B], [City C], [City D], and [City E]. The claimant also looked for 3-bedroom apartments in [City F], New Hampshire and [City G], New Hampshire.

20. The majority of 3-bedroom apartments the claimant located were between $2,200 through $2,600 per month, not including utilities.

21. The claimant was displeased with rental prices in Massachusetts.

22. The claimant's partner has a sister and 2 cousins who reside in Georgia. The claimant and her partner heard from their family that the cost of living was lower in Georgia than in Massachusetts, so they chose to search for rental properties and jobs in Georgia in addition to Massachusetts.

23. In approximately early May, 2023, the claimant's partner received and accepted a job offer from an employer in Georgia. The job was scheduled to begin during the second week of July, 2023.

24. The claimant decided to move with her partner and children to Georgia. The claimant and her partner located a 3-bedroom rental home (rental home) in Georgia. The monthly rent on the claimant's rental home is $1,735 per month. Utilities are not included in the claimant's rent.

25. On May 12, 2023, the claimant notified TC via email that she intended to quit her employment. The email read, in relevant part, "It's really hard writing this email to you, but my last day with [employer] will be 06/15. My family and I will be relocating to Georgia. The monthly rent prices are too high for us to afford up here. I would like to thank you for hiring me, and giving me the opportunity to grow with this company. I will DEFINITELY miss all you of you very much."

26. The claimant would not have given notice at the time she did if her partner did not obtain a job in Georgia.

27. If the claimant's partner had not obtained a job in Georgia, the claimant and her family would have remained in their apartment in [City A], Massachusetts

while they looked for bigger housing in Massachusetts or jobs and housing in Georgia.

28. At the time the claimant gave her notice, her children were 15 years old, nine years old, and 17 months old.

29. At the time the claimant gave her notice, her monthly gross income [was] $4,017.96. After taxes and deductions, the claimant had a net income of $2,870.55.

30. At the time the claimant gave her notice, the claimant's partner earned $250 dollars per day. The claimant's partner's gross income was approximately $5,000 per month. The claimant's partner did not pay or file taxes on this money.

31. At the time the claimant gave her notice, she received approximately $800 per month in SNAP benefits.

32. At the time the claimant gave her notice, her monthly household expenses included a car payment ($693.00 per month), a phone bill (approximately $300 per month), Wi-Fi (approximately $90 per month), and an electricity bill (approximately $150 per month).

33. At the time the claimant gave her notice, the claimant and her partner shared all household expenses besides the claimant's car payment. The claimant paid for her car payment on her own.

34. The claimant worked until her last intended day.

35. On June 15, 2023, the claimant quit her employment to move to Georgia.

36. The claimant ultimately resigned because her partner obtained a job in Georgia.

37. The claimant and her family moved to Georgia on or about June 24, 2023.

38. At the time the claimant and her family moved, the claimant was not pregnant.

39. The claimant filed a claim for unemployment benefits with an effective date of June 25, 2023.

40. As of January 25, 2024, the date of the remand hearing, the claimant was pregnant. The claimant was due to have her baby on May 30, 2024.

Credibility Assessment:

The claimant participated in the remand hearing. The employer did not participate.

> During the hearing, the claimant provided direct and credible testimony regarding all the reasons that factored into her decision to quit her job and move to Georgia, including that her partner has family there and that she and her partner perceived the cost of living was lower in Georgia. However, the claimant further testified that she would have continued working and her family would have continued living in their apartment in Massachusetts while looking for a larger rental if her partner had not received a job offer in Georgia. As such, it is concluded that the claimant ultimately quit her job because her partner obtained a job in Georgia.

Ruling of the Board

In accordance with our statutory obligation, we review the record and the decision made by the review examiner to determine: (1) whether the consolidated findings are supported by substantial and credible evidence; and (2) whether the review examiner's conclusion is free from error of law. After such review, the Board adopts the review examiner's consolidated findings of fact except as follows. We set aside the portion of Consolidated Finding # 30, which states that the claimant's partner did not pay taxes on his income, as that matter is unclear on this record. In adopting the remaining findings, we deem them to be supported by substantial and credible evidence. We further believe that the review examiner's credibility assessment is reasonable in relation to the evidence presented.

Because the claimant resigned from her employment, her qualification for benefits is governed by G.L. c. 151A, § 25(e)(1), which provides, in pertinent part, as follows:

> [No waiting period shall be allowed and no benefits shall be paid to an individual under this chapter] . . . (e) For the period of unemployment next ensuing . . . after the individual has left work (1) voluntarily unless the employee establishes by substantial and credible evidence that he had good cause for leaving attributable to the employing unit or its agent . . . [or] if such individual established to the satisfaction of the commissioner that his reasons for leaving were for such an urgent, compelling and necessitous nature as to make his separation involuntary.

Under the above provision, it is the claimant's burden to establish that she left her job voluntarily with good cause attributable to the employer or involuntarily for urgent, compelling, and necessitous reasons.

Because nothing in the record suggests that the employer did anything unreasonable to cause the separation, the claimant's resignation is not due to good cause attributable to the employer within the meaning of G.L. c. 151A, § 25(e)(1). *See* Conlon v. Dir. of Division of Employment Security, 382 Mass. 19, 23 (1980). Alternatively, we consider whether the claimant's separation was due to urgent, compelling, and necessitous reasons.

Our standard for determining whether a claimant's reasons for leaving work are urgent, compelling, and necessitous has been set forth by the Supreme Judicial Court. We must examine the circumstances in each case and evaluate "the strength and effect of the compulsive pressure of external and objective forces" on the claimant to ascertain whether the claimant "acted reasonably, based on pressing circumstances, in leaving employment." Reep v. Comm'r of Department of

Employment and Training, 412 Mass. 845, 848, 851 (1992). "[A] 'wide variety of personal circumstances' have been recognized as constituting 'urgent, compelling and necessitous' reasons under" G.L. c. 151A, § 25(e), "which may render involuntary a claimant's departure from work." Norfolk County Retirement System v. Dir. of Department of Labor and Workforce Development, 66 Mass. App. Ct. 759, 765 (2006), *quoting* Reep, 412 Mass. at 847.

Financial hardship is a circumstance that may constitute an urgent, compelling, and necessitous reason to leave employment. The claimant here testified that she and her partner first decided to move from her family's two-bedroom apartment because their growing family needed more space. Consolidated Findings ## 12–13. They decided to look for a home in Georgia after determining that rent was too high in Massachusetts, and that they could acquire a bigger apartment that cost less in Georgia. Consolidated Findings ## 20–22 and 24. The claimant ultimately gave her notice of resignation to the employer in May, 2023, after her partner obtained a job in Georgia, but, had that not occurred, she would have continued living in their two-bedroom apartment in Massachusetts indefinitely until she and her partner found another place to live in Massachusetts or other employment in Georgia. Consolidated Findings ## 23 and 25–27.

Although it appears that it would have been more expensive for the claimant and her family to obtain a larger apartment in Massachusetts than it was in Georgia, given their household income, it does not appear that the higher rent would have rendered her family unable to cover its necessary living expenses, such as food and transportation. Consolidated Findings ## 29–33. Further, although the claimant would have preferred a bigger apartment for her family, there was nothing preventing them from continuing to live in their two-bedroom apartment, and, had the claimant signed a one-year lease agreement, the rental price would have been lower than it was when the claimant chose to sign a month-to-month lease agreement. Consolidated Findings ## 15–17. Based on the above findings, the claimant has not shown that any urgent or pressing financial circumstances rendered her unable to continue living in Massachusetts. Consequently, her resignation and move to Georgia cannot be considered involuntary.

Because the claimant has not met her initial burden of establishing an urgent, compelling and necessitous reason to leave her employment, we need not analyze whether she took reasonable steps to preserve her employment prior to leaving. Norfolk County Retirement System, 66 Mass. App. Ct. at 766 (citation omitted).

Further, the Legislature has determined that an individual who leaves employment to accompany one's spouse or another person at a new locality is not eligible for unemployment benefits. G.L. c. 151A, § 25(e), paragraph 11.

We, therefore, conclude as a matter of law that the claimant has not shown that she left her employment for good cause attributable to the employing unit or for urgent, compelling and necessitous reasons pursuant to G.L. c. 151A, § 25(e)(1). We further conclude that the claimant left her employment to accompany another person at a new locality, within the meaning of G.L. c. 151A, § 25(e), paragraph 11.

The review examiner's decision is affirmed. The claimant is denied benefits for the week beginning June 11, 2023, and for subsequent weeks, until such time as she has had at least eight weeks of work and has earned an amount equivalent to or in excess of eight times her weekly benefit amount.



BOSTON, MASSACHUSETTS
DATE OF DECISION - September 20, 2024

Charlene A. Stawicki, Esq.
Member



Michael J. Albano
Member

Chairman Paul T. Fitzgerald, Esq. did not participate in this decision.

ANY FURTHER APPEAL WOULD BE TO A MASSACHUSETTS STATE DISTRICT COURT
(See Section 42, Chapter 151A, General Laws Enclosed)

The last day to appeal this decision to a Massachusetts District Court is thirty days from the mail date on the first page of this decision. If that thirtieth day falls on a Saturday, Sunday, or legal holiday, the last day to appeal this decision is the business day next following the thirtieth day.

To locate the nearest Massachusetts District Court, see:
www.mass.gov/courts/court-info/courthouses

Please be advised that fees for services rendered by an attorney or agent to a claimant in connection with an appeal to the Board of Review are not payable unless submitted to the Board of Review for approval, under G.L. c. 151A, § 37.

SVL/rh