

**Faced with a court order to vacate her apartment, the claimant, who does not have a driver's license and could not feasibly rely on public transportation to commute to work, could not afford to live in a place of her own. She resigned after being unable to find affordable housing near her work location and moved to Maryland to live with her sisters, who could help provide transportation to work. Held the claimant left her job due to urgent, compelling, and necessitous reasons and was eligible for benefits pursuant to G.L. c. 151A, § 25(e)(1).**

**Board of Review**

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**Issue ID: 352-NF32-J2PV**

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 reverse.

The claimant resigned from her position with the employer on August 27, 2025. She filed a claim for unemployment benefits with the DUA, effective November 2, 2025, which was denied in a determination issued on December 10, 2025. 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 January 9, 2026. 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 take additional evidence concerning the circumstances of her separation. 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 did not have urgent, compelling and necessitous reasons for leaving her job and had, despite being evicted from her residence, voluntarily made the decision to relocate out of state and live with her sisters, is supported by substantial and credible evidence and is free from error of law.

Findings of Fact

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

1. The claimant worked full-time as an outpatient access representative for the employer, a medical clinic, from December 16, 2024 until August 27, 2025.
2. The claimant earned \$22.50 per hour.
3. The employer's physical location is in [City A], Massachusetts.
4. At the time the claimant worked for the employer, the claimant lived in [City B].
5. The claimant currently resides in Maryland with her sister and does not pay rent.
6. The claimant does not have a license to drive.
7. Public transportation was not feasible for the claimant, because the commute totaled approximately 5 hours each way and the claimant's workday started at 7:00 a.m.
8. If the claimant used public transportation to get to work, she had to walk approximately 20 minutes to a bus station, ride a bus for 30 minutes to get to a train station in [City C], ride the train for 46 minutes to [City D], switch trains and ride a train for approximately one hour to North Station, Boston, take the Orange Line subway at North Station 30 minutes to the Back Bay subway station, from Back Bay station get on a train at the Back Bay station and ride on the [transit] line for approximately 43 minutes to [City E], get off the train and walk approximately 5 minutes to a bus stop, then take a bus approximately 21 minutes to another stop, where she would then disembark and walk 7 minutes to the employer's location.
9. Public transportation was costly and would not get the claimant to work on time at 7:00 a.m., because many lines do not run in the very early morning.
10. The claimant relied upon alternative transportation, usually Uber, to travel to and from work.
11. The claimant spent approximately \$200.00 per week on alternate transportation to commute to work.
12. Prior to beginning work for the employer on December 16, 2024, the claimant began to fall behind on her rent due to being unemployed.
13. The claimant's rent was \$1,181.00 per month.
14. At the end of December 2024, the claimant received a Notice to Quit from the landlord due to non-payment of rent.

15. In January 2025, the claimant appeared in court for non-payment of rent and entered into an agreement for repayment (the agreement) with the landlord.
16. The agreement included fees and costs assessed against the claimant in an approximate amount of \$400.00.
17. The agreement required the claimant to pay the current rent each month, plus an addition [sic] \$685.00 toward the arrears.
18. In July 2025, the claimant had paid off the arrearage for rent, but not for the fees and costs.
19. On August 2, 2025, the claimant received an eviction order from the court to vacate her apartment, due [to] breaching the agreement.
20. The claimant was not given an additional opportunity to pay the fees and costs prior to being evicted.
21. The claimant looked online for other places to live in [City B] using housing and rental websites.
22. Rent for one-bedroom apartments in [City B] were over \$2,000.00 per month.
23. Moving expenses and move-in fees totaled over \$6,000.00.
24. Living in [City B] is more expensive than living in [City A].
25. As of August 1, 2025, the claimant could afford \$1,818.00 per month.
26. As of August 1, 2025, in addition to rent, the claimant was responsible for paying for wi-fi, gas and electric [sic], and expenses for her two cats.
27. In the beginning of August 2025, the claimant spoke to her immediate supervisor (the supervisor) and told her she had to move.
28. The claimant has sisters who live in Maryland.
29. The claimant's sisters could give the claimant rides to work if she lived in Maryland.
30. In August 2025, the claimant sent a letter of resignation to the supervisor via e-mail, stating she was leaving work because she was moving.
31. The claimant moved to Maryland on August 29, 2025.
32. The claimant made no complaints about her job or the workplace.

33. The claimant's job was not in jeopardy.
34. The claimant did not request a leave of absence or other accommodations [sic].
35. A transfer was not available to the claimant.

### 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. Finding of Fact # 4 is inaccurate, because undisputed information in the record shows that the employer's physical location was in [City B], MA, not [City A], MA. Finding of Fact # 5 is also erroneous, because undisputed information in the record shows the claimant lived in [City A], MA, not [City B], MA. We further note what appears to be a typographical error in Finding of Fact # 13, which states the claimant's monthly rent was \$1,181.00, when undisputed information in the record shows the claimant paid monthly rent in the amount of \$1,818.00. In adopting the remaining findings, we deem them to be supported by substantial and credible evidence. However, as discussed more fully below, we disagree with the review examiner's conclusion that the claimant is ineligible for benefits.

Because the claimant resigned from her employment, we analyze her eligibility for benefits pursuant to the following provisions under G.L. c. 151A, § 25(e), which provide, 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. . . .

The express language of these provisions assigns the burden of proof to the claimant.

Inasmuch as nothing in the record suggests that any employer action caused the claimant to resign, we agree that the claimant has not established good cause attributable to the employer to leave her job. See Conlon v. Dir. of Division of Employment Security, 382 Mass. 19, 23 (1980) (when a claimant contends that the separation was for good cause attributable to the employer, the focus is on the employer's conduct and not on the employee's personal reasons for leaving).

However, the record does show that she left 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 (2009), *quoting Reep*, 412 Mass. at 847.

The Board has held that losing housing may constitute urgent, compelling, and necessitous circumstances for leaving employment, provided that the claimant shows that she could not find alternative housing in the area, or that she could not afford to stay in the area. *See* Board of Review Decision 0081 3814 11 (Sept. 27, 2024); and Board of Review Decision 0061 6971 29 (Dec. 27, 2022).

The circumstances in this case are similarly compelling. The claimant lost her housing after she received a court order on August 2, 2025, to vacate her apartment, and she was not given an additional opportunity to pay the fees and costs prior to being evicted. *See* Consolidated Findings ## 19–20. It is self-evident that having a place to live is a basic necessity of life.

As for her urgent need to leave her employment by the end of August, 2025, the claimant explained that she does not have a license to drive and public transportation was not feasible in her situation due to its cost, length, and general unpredictability. *See* Consolidated Findings ## 6–9. The claimant also explained that she has sisters who live in Maryland, and, if she were to live in Maryland, her sisters would be able to provide her with rides to work. *See* Consolidated Findings ## 28–29.

As of August, 2025, the claimant was able to afford to rent an apartment for \$1,818.00 per month. Consolidated Finding # 25. However, while working for the employer, the claimant incurred transportation costs of approximately \$200.00 each week. Consolidated Finding # 11. Additionally, the claimant’s regular financial responsibilities include paying for wi-fi, gas and electricity. Consolidated Finding # 26. Given that rent for a one-bedroom apartment in [City B], MA costs over \$2,000.00 per month, and moving expenses and move-in fees totaled over \$6,000.00, it is reasonable to infer that she could not afford her own housing on her hourly pay rate of \$22.50 per hour. *See* Consolidated Findings ## 2, 12, 22–23, and 25. We are satisfied that the claimant acted reasonably, based on pressing circumstances, in leaving her employment.

However, our analysis does not end there. “Prominent among the factors that will often figure into the mix when the agency determines whether a claimant’s personal reasons for leaving a job are so compelling as to make the departure involuntary is whether the claimant had taken such ‘reasonable means to preserve her employment’ as would indicate the claimant’s ‘desire and willingness to continue her employment.’” Norfolk County Retirement System, 66 Mass. App. Ct. at 766, *quoting Raytheon Co. v. Dir. of Division of Employment Security*, 364 Mass. 593, 597-98 (1974).

The review examiner found that the claimant did not request a leave of absence or other accommodation prior to resigning. Consolidated Finding # 34. However, a claimant is not required to request a transfer to other work or a leave of absence prior to quitting. Guarino v. Dir.

of Division of Employment Security, 393 Mass. 89, 94 (1984). In this case, the claimant notified her supervisor in early August, 2025, that she had to move and did inquire about transferring to a location in Maryland but was told that there were no transfer opportunities available to her.<sup>1</sup> See Consolidated Findings ## 27 and 35. The claimant had also looked online for other places to live in [City B], MA, using housing and rental websites. Consolidated Finding # 21. Given these facts, the claimant has shown that she made reasonable efforts to preserve her employment before resigning.

We, therefore, conclude as a matter of law that the claimant has met her burden to show that she left her job involuntarily due to urgent, compelling, and necessitous circumstances within the meaning of G.L. c. 151A, § 25(e)(1).

The review examiner's decision is reversed. The claimant is entitled to receive benefits for the week beginning November 2, 2025, and for subsequent weeks if otherwise eligible.

**BOSTON, MASSACHUSETTS**  
**DATE OF DECISION - March 20, 2026**



Charlene A. Stawicki, Esq.  
Member



Michael J. Albano  
Member

**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](http://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.

JMO/rh

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<sup>1</sup> While not explicitly incorporated into the review examiner's findings, this portion of the claimant's testimony is part of the unchallenged evidence introduced at the hearing and placed in the record, and it is thus properly referred to in our decision today. See Bleich v. Maimonides School, 447 Mass. 38, 40 (2006); Allen of Michigan, Inc. v. Deputy Dir. of Department of Employment and Training, 64 Mass. App. Ct. 370, 371 (2005).