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Minn. Stat. § 480A.08, subd. 3 (2006).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A07-1546**

Antoine Daniels,
Relator,

vs.

Cover All Services LLC,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed August 26, 2008
Affirmed
Ross, Judge**

Department of Employment and Economic Development
File No. 7652 07

Antoine Daniels, 5000 Georgia Street, Gary, IN 46409-2857 (pro se relator)

Lee B. Nelson, Katrina I. Gulstad, Department of Employment and Economic
Development, First National Bank Building, 332 Minnesota Street, Suite E200, St. Paul,
MN 55101-1351 (for respondent Department of Employment and Economic
Development)

Considered and decided by Connolly, Presiding Judge; Ross, Judge; and Collins,
Judge.*

* Retired judge of the district court, serving as judge of the Minnesota Court of Appeals
by appointment pursuant to Minn. Const. art. VI, § 10.

UNPUBLISHED OPINION

ROSS, Judge

This appeal arises from an employee's decision to leave his employment and move out of state because he could not afford to pay rent with reduced work hours. Antoine Daniels appeals from an unemployment law judge's decision that he was not qualified to receive unemployment benefits because he did not quit his job with Cover All Services for good reason caused by his employer. Daniels argues that the ULJ's decision was in error because the ULJ failed to find that when Cover All refused to rent an apartment to him after it reduced his hours from 40 per week to 25-30, it caused him to quit. Because we find that substantial evidence supports the ULJ's decision that Daniels did not quit for good reason caused by his employer, we affirm.

FACTS

Antoine Daniels worked part time for Cover All Services for hourly wages as a painter and laborer beginning July 2006. For the first two months, Daniels worked 40 hours per week and for the next seven months, he worked approximately 25 to 30 hours per week. Daniels lived at his sister's home and paid rent to her. She asked that he move out of her home on March 10, 2007. Daniels then asked Cover All if he could live in one of its apartments, but it declined because Daniels could not afford the rent. On March 23, 2007, Daniels left his employment at Cover All and returned to Indiana.

Daniels applied for unemployment benefits, but the Department of Employment and Economic Development determined that he is not qualified because he had quit his employment for reasons not caused by his employer. Daniels appealed this

determination. He testified that he quit Cover All Services because he could not afford his rent due to his decreased hours at Cover All. His sister evicted him because he could not make his rent payments, and he used his last paycheck to move to Indiana. The ULJ determined that Daniels's decision to quit Cover All Services was not caused by Cover All and that Daniels therefore did not qualify for unemployment benefits. Daniels filed a request for reconsideration, and the ULJ affirmed her decision. Daniels filed this certiorari appeal.

D E C I S I O N

A person who quits employment is disqualified from receiving unemployment benefits unless he quit because of a good reason caused by the employer. Minn. Stat. § 268.095, subd. 4(1) (2006). A good reason to quit caused by the employer is one that “directly related to the employment and for which the employer is responsible,” is adverse to the employee, and “would compel an average, reasonable worker to quit and become unemployed.” Minn. Stat. § 268.095, subd. 3(a)(1)-(3) (2006). The determination that an employee quit without good reason attributable to the employer is a legal conclusion, which this court reviews de novo. *Peppi v. Phyllis Wheatley Cmty. Ctr.*, 614 N.W.2d 750, 752 (Minn. App. 2000). That legal conclusion must be based on findings supported by substantial evidence. *Nichols v. Reliant Eng'g & Mfg., Inc.*, 720 N.W.2d 590, 594 (Minn. App. 2006). This court reviews a ULJ's findings of fact in the light most favorable to the ULJ's decision. *Skarhus v. Davanni's Inc.*, 721 N.W.2d 340, 344 (Minn. App. 2006). Because the ULJ's legal conclusion that Daniels did not have a

good reason to quit caused by Cover All Services is based on findings that are supported by substantial evidence, we affirm.

Daniels explained at his hearing and in documents submitted to this court that he quit because he had no place to live. He argues that Cover All Services could have allowed him to rent one of its apartments. There is no evidence in the record that Cover All agreed to provide Daniels with housing as a term of his employment. Even if Cover All ordinarily offers rental units to its employees, its failure to do so here is not relevant to Daniels's argument because he admits that he could not afford the rent. If Daniels had found an affordable place to rent, it appears based on his testimony that he would have continued living in Minnesota and working at Cover All. But he has not shown that he had a unique arrangement that would make it Cover All's duty to find housing for him. The ULJ correctly determined that Daniels did not quit for good reason caused by Cover All.

Daniels also complains that Cover All reduced his work hours from about 40 per week to 25. But he agreed to be employed part time, and he introduced no evidence that he complained to Cover All about his decreased work hours, or that he did complain but that Cover All did not address his concern. *See* Minn. Stat. § 268.095, subd. 3(c) (2006) (before adverse work conditions may be considered good reason for quitting caused by the employer, the worker "must complain to the employer and give the employer a reasonable opportunity to correct the adverse working conditions"). Because reducing his hours was consistent with the part-time nature of his position and because he did not

give Cover All the opportunity to correct any concerns about his work hours, the reduction was not a good reason caused by Cover All for Daniels to quit.

Affirmed.