



Citation: *SD v Canada Employment Insurance Commission*, 2024 SST 283

**Social Security Tribunal of Canada**  
**General Division – Employment Insurance Section**

## Decision

**Appellant:** S. D.  
**Representative:** B. C.

**Respondent:** Canada Employment Insurance Commission

---

**Decision under appeal:** Canada Employment Insurance Commission  
reconsideration decision (626788) dated November 9,  
2023 (issued by Service Canada)

---

**Tribunal member:** Peter Mancini

**Type of hearing:** Teleconference  
**Hearing date:** January 4, 2024  
**Hearing participants:** Appellant  
Appellant's representative

**Decision date:** January 16, 2024  
**File number:** GE-23-3307

## Decision

[1] The appeal is dismissed. The Tribunal disagrees with the Appellant.

[2] The Appellant hasn't shown just cause (in other words, a reason the law accepts) for leaving her job when she did. The Appellant didn't have just cause because she had reasonable alternatives to leaving. That means she is disqualified from receiving Employment Insurance (EI) benefits.

## Overview

[3] The Appellant left her job on September 16<sup>th</sup>, 2023, and applied for EI benefits. The Canada Employment Insurance Commission (Commission) looked at the Appellant's reasons for leaving. It decided that she voluntarily left (or chose to quit) her job without just cause, so it wasn't able to pay her benefits.

[4] I have to decide whether the Appellant has proven that she had no reasonable alternative to leaving her job.

[5] The Commission says that, instead of leaving when she did, the Appellant could have remained at work until she found a full-time job in the new location, where she wanted to move. The Commission says the Appellant's relationship was not a common law relationship as defined in the act and she had no obligation to follow her partner and even if the relationship was common law as defined, then the Appellant could have stayed at her job until she found full time work in the area where she wanted to move.

[6] The Appellant disagrees and says that she had an obligation to accompany her common law partner to a new location. The Appellant says that she could not afford to remain in St. John's Newfoundland alone as her income was insufficient.

## Issue

[7] Is the Appellant disqualified from receiving benefits because she voluntarily left her job without just cause?

[8] To answer that, I must first address the Appellant's voluntary leaving. I then have to decide whether the Appellant had just cause for leaving.

## **Analysis**

### **The parties agree that the Appellant voluntarily left.**

[9] I accept that the Appellant voluntarily left her job. The Appellant agrees that she quit on September 16<sup>th</sup>, 2023. I see no evidence to contradict that.

### **The parties don't agree that the Appellant had just cause.**

[10] The parties don't agree that the Appellant had just cause for voluntarily leaving her job when she did.

[11] The law says that you are disqualified from receiving benefits if you left your job voluntarily and you didn't have just cause.<sup>1</sup> Having a good reason for leaving a job isn't enough to prove just cause.

[12] The law explains what it means by "just cause." The law says that you have just cause to leave if you had no reasonable alternative to quitting your job when you did. It says that you have to consider all the circumstances.<sup>2</sup>

[13] It is up to the Appellant to prove that she had just cause. She has to prove that on a balance of probabilities. That means that she has to show that it is more likely than not that her only reasonable option was to quit.<sup>3</sup>

[14] When I decide whether the Appellant had just cause, I have to look at all of the circumstances that existed when the Appellant quit. The law sets out some of the circumstances I have to look at.<sup>4</sup>

---

<sup>1</sup> Section 30 of the *Employment Insurance Act* (Act) explains that.

<sup>2</sup> See *Canada (Attorney General) v White*, 2011 FCA 190 at para 3; and section 29(c) of the Act.

<sup>3</sup> See *Canada (Attorney General) v White*, 2011 FCA 190 at para 4.

<sup>4</sup> See section 29(c) of the Act.

[15] After I decide which circumstances apply to the Appellant, she then has to show that she had no reasonable alternative to leaving at that time.<sup>5</sup>

### **The circumstances that existed when the Appellant quit**

[16] The Appellant says that one of the circumstances set out in the law apply. Specifically, she says that her common law partner found full time work in a smaller, more affordable community, and that she was obliged to move with her partner. Moreover, she says she could not afford to live in St. John's alone on her salary.

[17] The Appellant had a full-time job at a department store in St. John's Newfoundland. She worked there from October 15<sup>th</sup>, 2022, to September 16<sup>th</sup>, 2023, just short of one year. There were no issues at work that caused the Appellant to quit her job. She was earning minimum wage. Before she quit, she secured a part time job cleaning in a smaller town, where her family lived. She could not estimate how many hours she would work, as the work was seasonal.

[18] The Appellant was renting an apartment in the city of St. John's when she was working there. She found the city expensive and the cost-of-living high.

[19] On the same day the Appellant quit her job she applied for E.I. benefits. In her application she acknowledged that she quit her job, and that her reason for quitting had nothing to do with work. Rather, she said she quit because the cost of living was too high, her rent was increasing, and she was moving out of St. John's to live with family.<sup>6</sup> She was assisted in filling out her application by B. C.<sup>7</sup> The Appellant did not mention her partner moving when she filled out her application.

[20] When contacted by the Commission the Appellant said she could not get a roommate to share the rent as she did not know anyone in the city.<sup>8</sup> Her application for benefits was denied on October 18<sup>th</sup>, 2023.

---

<sup>5</sup> See section 29(c) of the Act.

<sup>6</sup> GD 3- 9

<sup>7</sup> GD 3- 10

<sup>8</sup> GD 3-24

[21] The Appellant requested a reconsideration the same day she was advised her claim was denied. In her reconsideration request she said, “my partner moved back ...and I went with her”. This was the first time the Appellant mentioned her partner moving from St. John’s. She also restated the fact that she could not afford to live in St. John’s alone.

[22] The Appellant provided the Commission with copies of power bills to confirm the cost of living, and also provided the Commission with a copy of her notice of rental increase from her landlord. In that document, only the Appellant is listed as the tenant. The notice confirms that the rent is increasing \$125 per month commencing February 1<sup>st</sup>, 2024. The document is not signed but is dated July 7<sup>th</sup>, 2023.

[23] When she was interviewed by the Commission during the reconsideration process, she was asked about her claim that her partner had moved from St. John’s. She said that “they had not shared a common residence prior as she did not live with her partner in St. John’s, she lived alone in St. John’s”. She confirmed that they were not engaged and started living together in September 2023.<sup>9</sup>

[24] The Appellant’s request for reconsideration was rejected, and notice was sent to her on November 9<sup>th</sup>, 2023. The Appellant appealed that decision to the Tribunal.

[25] The Appellant now claims that she was living in a common law relationship with her partner and that they meet the definition of Common law as defined in the act.<sup>10</sup> She provided a copy of a letter from her St. John’s landlord which states that the Appellant and S. M. rented the apartment from September 1,2022 to August 31<sup>st</sup>, 2023. The letter has what appears to be a stamped signature over the landlord’s name.

[26] The Appellant said in the hearing that she lied about her living situation when she applied for benefits and during the reconsideration process. She was assisted in the hearing by B. C.; the same person who assisted her in filling out her application for

---

<sup>9</sup> GD3-41

<sup>10</sup> Section 2 (1) of the *Employment Insurance Act*: common-law partner, in relation to an individual, means a person, who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year.

benefits. She said in the hearing that she was uncomfortable admitting to a same sex relationship when she applied for benefits and when she spoke with the Commission. She has asked the Tribunal to accept that she had a common law relationship, and that she moved to her location to follow her spouse.

[27] The landlord was not called as a witness in the hearing, nor was S. M., the Appellant's partner.

[28] A major issue in this case is the credibility of the Appellant. In order to argue that she quit work because she had an obligation to accompany her partner, who moved to another area and had a full-time job (section 29 (c) (ii) of the Act),<sup>11</sup> I must first accept that she had a common law relationship within the meaning of the act.<sup>12</sup>

[29] Based on the evidence before me, I cannot find the Appellant credible when she claims that she and S. B. were in a common-law relationship as defined in the act. The Appellant maintained throughout her application process, including the reconsideration process that she and S. B. did not live together when in Saint John's. While I accept that she may have been reluctant to advise the Commission initially that she was in a same sex relationship; she overcame that reluctance once she was denied benefits and embarked on the reconsideration process. She advised the Commission in the reconsideration process that she had a partner, and that her partner moved in with her in September 2023. It was only after she was denied benefits in the reconsideration process and embarked upon the appeal process that she advised the Tribunal that she and S. B. were living together for more than twelve months and met the definition of common-law spouses within the act.

[30] The only evidence submitted to support this new claim is the letter from the landlord. As stated, the landlord was not called to confirm the letter was from him. Additionally, the notice of increase of rent refers to the Appellant as the tenant, not the tenant and S. B. as tenants. Because of this I cannot put a great deal of weight on the

---

<sup>11</sup> Section 29 (c) (ii) of the *Employment Insurance Act*: obligation to accompany a spouse, common-law partner or dependant child to another residence.

<sup>12</sup> CUBs 55371;56504;57273;56730;57475

letter from the landlord. I am then left with the testimony of the Appellant. I note that S. B. was not called to confirm the relationship. The Appellant says she was untruthful with the Commission when she said she lived alone, and again when she said her partner only moved in with her in September 2023. Because the Appellant has told different stories at different times about the status of her relationship, I cannot put a great deal of weight in her testimony. I do not find that there was a common-law relationship; and therefore section 29 (c)(ii) of the act does not apply.

[31] Having determined that she had no obligation to quit her job to accompany her spouse I am left with the argument of the Appellant that she quit her job and took a part time job in another area because the cost of living, including rent was too costly for her to stay in St. John's. I do accept the evidence submitted from the Appellant that her expenses were high and that her rent was going to increase in February of 2024.

[32] The circumstances that existed when the Appellant quit were that she was working a 40-hour week at a minimum wage job and living in Saint John's. She had a partner who accepted a full-time position in another part of Newfoundland. The Appellant made a decision to quit her job and move with her partner. She found a part time job in the same village as her partner. I find the potential increase in rent and the fact that she believed her money would stretch farther in the village as opposed to St. John's were also factors in the Appellant's decision to quit her job.

### **The Appellant had reasonable alternatives.**

[33] I must now look at whether the Appellant had no reasonable alternative to leaving her job when she did.

[34] The Appellant says that she had no reasonable alternative because the cost of living was too high, and her income would go further in the village where her partner and family lived. She simply could not afford to stay in St. John's.

[35] The Commission disagrees and says that the Appellant could have stayed in her apartment until her rent increased. She could have looked for a full-time job in the village before quitting her job. The Commission also says that someone who quits their

job in order to gain a monetary advantage is not a circumstance that justifies putting themselves at risk to go on E.I. benefits.

[36] I find that the Appellant could have stayed in Saint John's until she found full time employment in the area where she wanted to move, or until her rental increase took effect. She could have made some effort to find a roommate with whom she could share costs. I find the fact that the Appellant's partner moved to another area was the main factor in the Appellant's decision to quit her job. Wanting to be with her partner and looking for a more economical place to live may be good reasons for the Appellant to quit her job, but they are not just reasons within the Act.

[37] Considering the circumstances that existed when the Appellant quit, the Appellant had reasonable alternatives to leaving when she did, for the reasons set out above.

[38] That means the Appellant didn't have just cause for leaving her job.

## **Conclusion**

[39] I find that the Appellant is disqualified from receiving benefits.

[40] That means that the appeal is dismissed.

Peter Mancini

Member, General Division – Employment Insurance Section