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**STATE OF ALASKA  
DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
OFFICE OF HEARINGS AND APPEALS**

In the Matter of )  
 )  
 [REDACTED], ) OHA Case No. 08-FH-24  
 )  
 Claimant. ) Division Case No. [REDACTED]  
\_\_\_\_\_ )

**FAIR HEARING DECISION**

**STATEMENT OF THE CASE**

[REDACTED] (Claimant) was living in Fairbanks and receiving Temporary Assistance benefits. (Ex. 1.0) She found employment in Anchorage and requested that the Division of Public Assistance (Division) provide her financial assistance with the move to Anchorage. (Ex. 2.4) On January 8, 2008, the Division notified the Claimant her request for financial assistance was denied. (Ex. 14.0) The Claimant requested a fair hearing on January 8, 2008. (Ex. 14.1) This office has jurisdiction pursuant to 7 AAC 49.010.

Pursuant to Claimant's request, a hearing was held on February 19, 2008. The Claimant appeared in person and represented herself. [REDACTED], Public Assistance Analyst with the Division, attended in person to represent the Division. [REDACTED] and [REDACTED], both of whom are employment security specialists with the State of Alaska Department of Labor, attended telephonically and testified on behalf of the Division.

**ISSUE**

Was the Division correct to deny the Claimant's request for reimbursement for her relocation expenses consisting of a U-Haul rental and associated gasoline costs?

## FINDINGS OF FACT

1. The Claimant was living in Fairbanks in September 2007. She was unemployed and receiving Temporary Assistance benefits. (Exs. 1, 2) The Claimant planned to look for a job in Anchorage, because of difficulties in finding employment in Fairbanks. (Exs. 2, 3) The Claimant subsequently obtained a job in Anchorage, and her Temporary Assistance case was closed effective the end of November 2007. (Exs. 1, 5)

2. The Claimant sent her caseworker, [REDACTED], with the Department of Labor Fairbanks Work Services office, an email message on November 2, 2007, asking: “[c]an you let me know what kind of costs you can help me with as far as relocation goes?” (Ex. 6)

3. [REDACTED] responded on November 2, 2007 via email message:

Regarding relocation, once you have moved into an apartment, we can look at possible reimbursement for 1<sup>st</sup> month’s rent after you have been working for at least 30 days. I could also look at reimbursement for like a uhaul, or issue a few gas vouchers to assist with your relocation.

(Ex. 6)

4. Claimant sent [REDACTED] an email message on November 5, 2007: “I have a receipt for my rent and security deposit. Can I fax you a copy of my rental agreement and receipts? How fast can I see a reimbursement?” (Ex. 7.0)

5. Ms. [REDACTED] responded with an email message that same day, indicating reimbursement was a possibility, not a probability: “I said we can look at ‘possible’ reimbursement” for the first months rent. (Ex. 7.1) That same email message informed the Claimant she would not receive any reimbursement for her security deposit. *Id.*

6. The Claimant’s request for reimbursement for first month’s rent was initially denied on November 26, 2007. (Ex. 10.0). The denial notice only mentioned rent. It did not mention the cost of a U-Haul. *Id.* The reimbursement of first months rent was subsequently approved

7. On November 27, 2007, the Claimant sent Ms. [REDACTED] an email message mentioning she planned to use a U-Haul to transport her belongings to Anchorage. (Ex. 11)

8. On December 27, 2007, the Claimant sent an email message to [REDACTED], a different caseworker:

I am planning to move my household good this weekend from Fairbanks to Anchorage by renting a U Haul. I will save the receipt, but when I was working with Fairbanks office I did let them know that I plan to rent a U haul and from my understanding it would be part of my relocation

reimbursement costs. Can you please let me know what I need to do or if I can even get reimbursed for renting a U Haul?

(Ex. 12.0) That email message was forwarded to Ms. [REDACTED], who was the supervisor for the Department of Labor Fairbanks Work Services office. *Id.*

9. The Claimant subsequently spoke to Ms. [REDACTED], who informed the Claimant she needed to take the U-Haul reimbursement issue up with her Anchorage caseworker. (Ex. 12.1)

10. Ms. [REDACTED] then sent an email message to Claimant on December 27, 2007, stating she needed “the supporting documentation, i.e. the request for the supportive service, the demonstration of need and the sign off from the supervisor.” (Ex. 12.1)

11. The Claimant rented a U-Haul truck on January 4, 2008, and moved her belongings from Fairbanks to Anchorage. (Exs. 13.1 – 13.6; 14.0) This was before submitting her supporting documentation for preapproval

12. The Claimant’s request for supportive services is dated January 7, 2008. (Ex. 13.0) The Claimant’s January 7, 2008 email message to Ms. [REDACTED] states “I went on ahead and paid for a U Haul because I had to get my belongings down here before school started.” (Ex. 14.0)

13. The Claimant’s January 7, 2007 supportive service request was for new tires and a U-Haul rental. (Ex. 13.0). She apparently also requested that her mini-storage charges be paid. (Ex. 14.0) The Division denied her request by email on January 8, 2008. (Ex. 14.0) The expressed reason was failure to obtain preapproval for her supportive services request. (Ex. 14.0)

14. At hearing, the Claimant requested reimbursement only for the U-Haul rental and associated gasoline costs.

15. The Claimant argued her caseworker, Ms. [REDACTED], did not mention a preapproval process or requirement, and simply told her to provide receipts. (Ex. 14.2)

16. Ms. [REDACTED] is an employment security specialist with the Department of Labor. She testified relocation expenses were not normally provided from Fairbanks, because there was an adequate job market in Fairbanks.

17. [REDACTED] is an employment security specialist with the Department of Labor and the Fairbanks supervisor for the employment security specialists who manage the public assistance to work clients. She said Ms. [REDACTED] came to her on the Claimant’s request for rental assistance. She did not recall the Claimant’s request for reimbursement of the U-Haul rental and gasoline costs. Ms. [REDACTED] said that relocation funding was not normally provided, and that they needed to preapproved by a supervisor, which would have been her.

## PRINCIPLES OF LAW

This case involves the denial of request for expense reimbursement. Because this is the denial of a request for benefits, the Claimant has the burden of proof<sup>1</sup> by a preponderance of the evidence.<sup>2</sup>

The Division “may provide only self-sufficiency services to a family that no longer qualifies for [Temporary Assistance] due to employment.” AS 47.27.030(d).

“[S]elf-sufficiency services” means work-related services, community service work referrals, child care assistance, emergency assistance, service vouchers, equipment vouchers, work stipends, transportation assistance, wage subsidies, and other work supports and services determined by the department in regulation to promote family self-sufficiency.

AS 47.27.900(12). Self-sufficiency services also include:

financial assistance needed to retain employment after [Temporary Assistance] eligibility ends, including child care, transportation, vehicle repairs, tuition, start-up costs, job interview costs, and licenses to support education and employment activities related to the [Family Self-Sufficiency Plan].

7 AAC 45.257(e)(7).

The Alaska Temporary Assistance statutes and regulations do not provide any procedural guidelines for issuance of financial assistance for “self-sufficiency services.” The *Alaska Temporary Assistance Manual* reads, in pertinent part:

Unique circumstances may require payment of relocation (moving) expenses to accept a paid employment opportunity or participate in special training. This is the most costly supportive service, therefore, it requires pre-approval by a supervisor.

*Alaska Temporary Assistance Manual* § 739-8.

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<sup>1</sup> “Ordinarily the party seeking a change in the status quo has the burden of proof.” *State, Alcohol Beverage Control Board v. Decker*, 700 P.2d 483, 485 (Alaska 1985)

<sup>2</sup> Preponderance of the evidence is defined as follows:

Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

*Black’s Law Dictionary* 1064 (5<sup>th</sup> Ed. 1979)

## ANALYSIS

A review of the facts in this case shows the Division did not promise the Claimant she would be reimbursed for relocation expenses from Fairbanks to Anchorage. While the Claimant's caseworker mentioned the cost of renting a U-Haul and gas vouchers in her November 2, 2007 email message, she did not assure the Claimant those costs would be covered. *See* Ex. 2. The first documentation in the record of Claimant's request for U-Haul coverage is contained in her November 27, 2007 email message to Ms. [REDACTED]. (Ex. 11)

The Claimant's subsequent December 27, 2007 email message demonstrates the Claimant was well aware she had not been approved for reimbursement for renting a U-Haul and gasoline costs: "[c]an you please let me know what I need to do or if I can even get reimbursed for renting a U Haul?" (Ex. 12.0)

Because the record is clear the Claimant was not promised or assured she would be reimbursed for her renting of a U-Haul and gasoline costs, the ultimate issue is whether or not the Division was correct when it denied the Claimant's request for reimbursement. The Alaska statute that provides the Division with authority to pay for such items as a U-Haul rental for a former Temporary Assistance recipient uses the specific language "may provide." AS 47.27.030(d). The use of the term "may" indicates that it is up to the Division's discretion whether or not to make the payment.

The email correspondence between the Claimant and her caseworker on December 27, 2007, shows the Claimant's was informed she needed to supply "the supporting documentation, i.e. the request for the supportive service, the demonstration of need" and receive "the sign off from the supervisor." (Ex. 12.1) In other words, although the email message did not contain the term "preapproval," it did inform the Claimant she needed to submit supporting documentation and that her request needed to be signed off on by a supervisor, i.e. preapproved.

The record contains no indication the Claimant followed through on the December 27, 2007, email message that notified her she needed to supply supporting documentation. Instead, Claimant opted not to follow through with preapproval. The Claimant instead rented the U-Haul as indicated in her January 7, 2008 email message: "I went on ahead and paid for a U Haul because I had to get my belongings down here before school started." (Ex. 14.0) In other words, the Claimant was explicitly informed on December 27, 2007 that her U-Haul expenses needed to be documented and signed off on by a supervisor prior to her incurring the expenses. Instead of submitting the full request, the Claimant went ahead and rented the U-Haul on January 4, 2007. She did not submit her full request until after the fact on January 7, 2007.

The Claimant testified she was told she needed to furnish receipts by Ms. [REDACTED], i.e. that approval would not be issued until after she incurred the expenses. While there may have

been a miscommunication, this was cured by the December 27, 2007 email exchange. The Claimant was advised of the proper procedure. She chose to not follow it.

The awarding of relocation expenses is discretionary with the Division; the applicable Temporary Assistance statute, AS 47.27.030(d ), uses the phrase “may provide.” The Division utilized its discretion to deny the Claimant’s request for reimbursement, relying upon its published procedures. The Division cannot be said to have abused its discretion in this case. The Division’s determination not to reimburse the Claimant’s request for reimbursement for her U Haul rent and gasoline costs is upheld.

### **CONCLUSIONS OF LAW**

1. The Division had the discretion on whether or not to pay for the Claimant’s relocation expenses for renting a U-Haul and associated gasoline costs for moving her belongings from Fairbanks to Anchorage.
2. The Division did not promise the Claimant her relocation expenses would be paid. The Division also informed the Claimant she would have to provide supporting documentation and that a supervisor would have to sign off, i.e. preapprove the relocation expenses.
3. The Claimant did not submit the supporting documentation and obtain the necessary preapproval. She incurred the expenses and requested reimbursement after the fact.
4. The Division denied the Claimant’s request for reimbursement because the Claimant did not obtain preapproval.
5. The Division did not abuse its discretion in this case. The Division’s decision not to reimburse the Claimant for her reimbursement expenses is upheld.

### **DECISION**

The Division was correct to deny the Claimant’s request for reimbursement for her relocation expenses consisting of a U Haul rental and associated gasoline costs.

### **APPEAL RIGHTS**

If for any reason the Claimant is not satisfied with this decision, The Claimant has the right to appeal by requesting a review by the Director. To do this, send a written request directly to:

Director of the Division of Public Assistance  
Department of Health and Social Services  
PO Box 110640  
Juneau, AK 99811-0640

If the Claimant appeals, the request must be sent within 15 days from the date of receipt of this Decision. Filing an appeal with the Director could result in the reversal of this Decision.

DATED this 8th day of April, 2008.

*/Signed/*  
Larry Pederson  
Hearing Authority

CERTIFICATE OF SERVICE

I certify that on this 8th day of April, 2008, true and correct copies of the foregoing were sent to:

Claimant – Certified Mail, Return Receipt Requested.  
[REDACTED], Fair Hearing Representative  
[REDACTED], Director  
[REDACTED], Policy & Program Development  
[REDACTED], Staff Development & Training

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Al Levitre, Law Office Assistant I