



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 10, 2014

CBCA 3526-RELO

In the Matter of EZRA R. SAFDIE

Erza R. Safdie, Potomac, MD, Claimant.

Cheryl Holman, Chief, PCS Travel Section, Department of Veterans Affairs, Austin, TX, appearing for Department of Veterans Affairs.

McCANN, Board Judge.

Claimant asserts entitlement to reimbursement of certain costs incurred during his relocation because the agency allegedly provided him with incorrect information and failed to take actions that would have saved him money.

Facts

Claimant, Ezra R. Safdie, was transferred in the interest of the Government from San Francisco, California, to Washington, D.C., in August 2012. On his orders, his departure date from San Francisco was August 17, 2012, and his reporting date in Washington, D.C., was August 27, 2012. He traveled by privately owned vehicle.

Temporary Quarters Subsistence Expense (TQSE)

As part of this relocation, claimant was authorized to receive thirty days of TQSE. The agency gave him the option to choose either the actual expense method of reimbursement or the fixed amount method. 41 CFR 301-6.11 (2012). The agency

conducted a counseling call with claimant on July 27, 2012, during which it indicated that if he chose the fixed amount method he would receive \$15,487.50. Based on this representation, claimant chose the fixed amount method.

On August 21, 2012, after nearly completing his drive to Washington, D.C., claimant was told that the computation of the fixed amount was in error. He was informed that the correct calculation under the fixed amount method was \$12,600. Claimant was then offered the option to convert to the actual expense method of reimbursement, if he preferred, or to stay with the fixed amount method at the lower, "corrected" amount. Claimant chose to remain with the fixed amount method.

Claimant complains that he was provided with bad information, was under extreme financial pressure, and got no help from the agency. He asserts that he would have chosen the actual expense method of reimbursement had he "been afforded the benefit of accurate and timely PCS counseling to allow for informed, unencumbered and methodical decision making." He claims entitlement to the difference between his actual costs (\$33,394 according to claimant) and the \$12,600 lump sum payment, or \$20,794.

Claimant is not entitled to recovery. After being informed that the initial amount he was entitled to for TQSE under the fixed amount method was incorrect, he was given the opportunity to convert to the actual expense method of recovery. He declined. Instead, he chose to stay with the fixed amount method at the revised, lower amount. This is all he is entitled to receive.

Excessive Billing for Household Goods (HHG) Insurance

Due to the length of time it took claimant to sell his house, it was necessary for him to keep his HHG in temporary storage for an extended period of time. After his HHG were in storage for the maximum amount of time allowed under the regulations (150 days), 41 CFR 302-7.9, claimant kept his goods in storage at the same location for an additional eight days before he moved them into permanent storage. The storage facility originally charged him for a full month's rent and for a full month of insurance on his HHG. The warehouse later reduced its charge for storage of the goods to two weeks, but it would not reduce the charge for insurance to less than one month. Claimant asserts entitlement from the Government to \$162.58 for the prorated cost of insurance for the days of that month that his HHG were not in storage

The basis for claimant's position is that his agency, the Department of Veterans Affairs (VA), had responsibility to make the storage facility pro-rate its insurance charge, so that claimant only had to pay for eight days of insurance instead of thirty days. Claimant

simply asserts that the agency should have assisted him, should have taken action to resolve the matter, and should have informed him that storage facilities charge for one entire month of insurance at minimum and do not pro-rate.

Claimant has cited no law, rule, or regulation to support his claim for recovery, and we know of none. The VA paid for the storage of his HHG for 150 days which is the maximum allowed under 41 CFR 302-7.9. After 150 days of storage is exhausted, claimant is responsible for covering any additional costs.

Demountable Storage Shed

Claimant asserts entitlement to the cost of a demountable storage shed and its installation. He bases his claim on the fact that the relocation company handling his move informed him that the VA would not pay for the disassembly and reassembly of his shed. This information was incorrect. However, based upon the statements from the relocation services contractor, claimant told his real estate agent to include the shed on the listing for the sale of his house. Subsequently, the relocation contractor informed claimant that the VA would, indeed, pay for the disassembly and reassembly of the shed. Nevertheless, claimant did not remove the shed from the listing on his house, as he felt that people had already seen the house with the shed included. He claims that the shed did not increase the value of the house when it sold and that he should be reimbursed the value of the shed and the cost of disassembly and reassembly. He claims entitlement to \$1200. He has submitted no substantiation for this amount.

Claimant is not entitled to recover. He received value for the shed when he sold the shed with the house.

R. ANTHONY McCANN
Board Judge