



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 19, 2013

CBCA 3049-RELO

In the Matter of BRADLEY K. FOSSEY

Bradley K. Fossey, St. Cloud, MN, Claimant.

Maj. Lyndsey M. Olson, Office of the Staff Judge Adjutant, Department of the Army, St. Paul, MN, appearing for Department of the Army.

McCANN, Board Judge.

On May 28, 2013, we held that Bradley K. Fossey (seller) did not actually pay the \$8000 labeled "Seller Paid Closing Costs" which appeared on page one of the HUD-1 form which addressed the sale of his former residence subsequent to his transfer. We found, instead, that the \$8000 constituted a reduction in the selling price, reflecting a loss caused by market conditions. We found that these costs were not reimbursable.

Claimant asks us to reconsider this decision. He contends that, contrary to the Board's findings, the Board was informed regarding which portion of the closing costs were customary and which were non-customary, and that he did pay \$8000 of the buyer's closing costs. Claimant also complains that no case law was cited by the Board to support our position, that the Board incorrectly suggested that the seller can never be reimbursed for such "seller paid closing costs," that the Board failed to address why the National Guard "gets to argue this issue at all," and that the agency's failed to assist him.

We appreciate that Mr. Fossey did actually absorb the costs at issue, but he has advanced no arguments which persuade us that our original conclusion is incorrect. The "Seller Paid Closing Costs" on the HUD-1 form actually constitute a reduction in the selling price, not a payment by seller of buyer's closing costs. These costs are not ordinarily paid by the seller in the locality and are prohibited from reimbursement under Joint Travel Regulation (JTR) C5756-A.4.

We also pointed out in our decision that this \$8000 “payment” was the result of market conditions and constituted a loss. Had claimant not agreed to pay it, he likely would not have sold his house. The JTR provides that such losses are not reimbursable. JTR C5756-A.5.

The remainder of claimant’s arguments are not germane to the decision. Even if true they do not provide a basis for recovery. Accordingly, we see no need to address them. Claimant has not provided us a valid reason to reconsider our decision. Consequently, his motion is denied.

R. ANTHONY McCANN
Board Judge