



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

November 20, 2014

CBCA 3913-TRAV

In the Matter of COURTNEY C. ELZEY

Courtney C. Elzey, Slidell, LA, Claimant.

Anne Schmitt-Shoemaker, Deputy Director, Finance Center, Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

GOODMAN, Board Judge.

The claimant, Courtney C. Elzey, is a civilian employee of the United States Army Corps of Engineers. She has asked this Board to review the agency's denial of reimbursement of costs for retained lodging incurred during temporary duty (TDY) travel.

Factual Background

In July 2013, claimant was issued TDY orders from her permanent duty station (PDS), New Orleans, Louisiana, to Fort Belvoir, Virginia, for 179 days. She arranged lodging for herself and her children at an extended stay corporate facility at the rate of \$207 per day, which exceeded the per diem rate of \$184 reimbursable to claimant.

Claimant's travel orders included a minimum seven-day authorized return to her PDS, which she accomplished from December 21, 2013, through January 5, 2014. She submitted a travel voucher seeking reimbursement of costs incurred for retaining her lodging at the TDY location. She sought reimbursement of the maximum allowable per diem rate for lodging for a total of \$2576. The agency denied reimbursement.

Discussion

While claimant's travel orders authorized return travel, the agency states that reimbursement of retained lodging was not authorized, and claimant's circumstances do not meet the requirements of the Joint Travel Regulations (JTR) pursuant to which the agency has the discretion to authorize such reimbursement.

JTR C4435 states conditions under which the agency's approving official (AO) may approve reimbursement of retained lodging during an authorized return:

C. Lodging Retained at TDY Location during Authorized Return

1. Authorization/Approval. The AO may authorize/approve reimbursement for the cost of lodging retained at the TDY site as mission essential considering:

- a. The reasons for retaining the lodging are reasonable and necessary and not strictly for the traveler's convenience;
- b. The traveler's efforts to obtain lodging on a weekly/monthly basis or other long term rental agreement; and
- c. When the retained lodging is charged on a daily basis, such factors as the TDY duration, the amount of personal belongings, the establishment's capability to store those belongings, and the traveler's ability to secure a room upon return.

The agency interprets this provision as follows:

[T]he JTR used to specifically say that the employee must receive a negotiated rate on the long term rental before being [sic] retained lodging can be authorized. They have recently adjusted the wording in the JTR to make it more vague. We have always been under the impression that if the lodging is being reimbursed at the maximum rate that retained lodging cannot be reimbursed.

The agency therefore bases its denial of reimbursement for retained lodging on the fact that claimant's arranged lodging was at a daily rate that exceeded the maximum per diem, rather than a negotiated rate for a long-term stay that resulted in savings to the Government.

Claimant asserts that she was authorized return travel to her PDS during her extended TDY. She cites JTR C4435-B:

Authorized Return:

1. . . . The traveler is authorized per diem related expenses (based on TDY location per diem rate) and any reimbursable expenses (APP G) that would have been allowable had the traveler remained at the TDY location

Claimant interprets this regulation to allow reimbursement of lodging costs at the TDY location. She states that although the cost of lodging exceeded the TDY per diem daily rate for lodging, she only seeks reimbursement of the TDY daily rate of \$184. Additionally, she states that the agency considered all factors set forth in JTR C4435-C.1.c when authorizing her return travel:

All parties, including approving officials at my PDS, were aware that I was located over one thousand miles away from my home and that entering into a lease agreement would be more advantageous to the Government rather than staying in a hotel. Furthermore, the cost to pay for breaking my lease, moving, storage, shipping, and/or securing another living quarter during my authorized return was also considered prior to approval of my travel orders. My PDS approving officials approved this reimbursement prior to submitting to the [agency]. It is quite evident all of these factors were ignored by the [agency] once it was time for reimbursement.

The facts as described by claimant do not entitle her to reimbursement of retained lodging. The intention of the JTR for reimbursement of retained lodging expenses is that the traveler should make an effort to obtain lodging on a weekly/monthly basis or other long-term rental agreement in order to receive total lodging at a cost lower than the maximum reimbursable rate. When the traveler then leaves the TDY lodging for return to the PDS, the total reimbursement for the entire TDY would be less than the total maximum reimbursable rate, therefore justifying reimbursement of the lodging while the traveler is absent. *Robert H. Chappell*, GSBCA 14186-TRAV, 98-1 BCA ¶ 29,508 (1997).

In the instant case, claimant entered into a six-month agreement for lodging charged on a daily basis. The daily charge exceeded the per diem reimbursable rate. There is no evidence that the daily rate or total rate was adjusted for the six-month period, and there was no savings to the Government for entering into the lodging agreement. While claimant's travel orders included an authorized return, reimbursement for retained lodging is not an automatic entitlement during the return. Appendix G states that lodging is reimbursed when

“approved by the AO.” Here, the AO did not approve it, and we do not find the refusal to approve retained lodging was an abuse of discretion.

Decision

The claim is denied.

ALLAN H. GOODMAN
Board Judge