



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

December 16, 2014

CBCA 3931-RELO

In the Matter of JERIE RENEE HOLLIDAY

Jerie Renee Holliday, Elizabethtown, KY, Claimant.

Sheila Melton, Director, Travel Functional Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of the Army.

SOMERS, Board Judge.

Jerie Renee Holliday seeks reconsideration of our ruling denying her claim in *Jerie Renee Holliday*, CBCA 3931-RELO, 14-1 BCA ¶ 35,760. Ms. Holliday contends that nothing in the regulation precludes her from receiving reimbursement for buyer's closing costs paid as part of the real estate transaction in addition to the home marketing incentive payment she received for her efforts of successfully marketing her property to a buyer. Ms. Holliday notes that the amount for which she seeks reimbursement was not included in the relocation services company's fees, nor was it paid by the Government.

Claimant raises nothing new or noteworthy in her request for reconsideration. The relevant cases, *Gary C. Duell*, GSBCA 15812-RELO, 02-2 BCA ¶ 32,034, and *Andres Arredondo*, CBCA 647-RELO, 07-2 BCA ¶ 33,650, say that if the employee sells her house to a relocation services contractor, she may be reimbursed for a home marketing incentive payment and whatever other transaction costs she incurs that are not related to the kinds of costs the contractor would incur in selling the house. Thus, in *Arredondo*, the employee was entitled to reimbursement for a penalty for paying off his mortgage early, since that is not one of the kinds of costs a contractor would incur in making a sale.

The home marketing incentive payment is available only to employees who sell their houses to relocation services contractors. Ms. Holliday did sell her house to such a contractor. When the contractor later sold the house to a third party, the contractor (as seller) paid some of the buyer's closing costs. This is evidenced by the HUD-1 form in the record, which shows that the seller was the contractor.

Nothing in the record shows that Ms. Holliday personally paid for the buyer's closing costs as part of the real estate transaction. In fact, there is only one document in the record which pertains to the sale and has Ms. Holliday's name on it. This document lists her as "seller." Below her name, however, is the statement, "All Parties to recognize Cartus [the relocation services contractor] as being the seller." Ms. Holliday never signed the document. Therefore, the document does not provide the missing link evidencing that Ms. Holliday paid some of the buyer's closing costs.

Board Rule 407 (48 CFR 6104.407 (2013)), the rule governing motions for reconsideration, provides that "[m]ere disagreement with a decision or re-argument of points already made is not a sufficient ground for seeking reconsideration." Claimant presents nothing new to support her claim that could not have been presented earlier, nor has she provided any additional information sufficient to warrant reconsideration of her claim. Her motion for reconsideration is consequently denied.

JERI KAYLENE SOMERS
Board Judge