



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

November 21, 2016

CBCA 5066-RELO

In the Matter of CHARLES J. SHEDRICK

Charles J. Shedrick, Lackland, TX, Claimant.

Helen M. King, Budget Analyst, Air Force Personnel Center, Department of the Air Force, Randolph Air Force Base, TX, appearing for Department of the Air Force.

BEARDSLEY, Board Judge.

Claimant, Charles J. Shedrick, a civilian employee of the Department of the Air Force (Air Force), seeks reconsideration of the Board's decision, *Charles J. Shedrick*, CBCA 5066-RELO, 16-1 BCA ¶ 36,431, denying claimant's request for extension of his temporary quarters subsistence expense (TQSE) period. The Air Force had determined that claimant's reasons for continued occupancy of temporary lodging were not compelling due to circumstances beyond his control, especially given the fact that claimant had entered into a contract for a new home with a closing date after his TQSE entitlement expired. The Board found that the Air Force's determination was not arbitrary, capricious, or contrary to law.

Discussion

Claimant requests that the Board reconsider its decision and extend claimant's TQSE period by fourteen (instead of the originally requested twenty) days, beginning on September 29 and ending on October 13, 2015.¹ In its decision, the Board found that claimant's TQSE entitlement started on September 2 and expired on September 22, 2015. In his motion for reconsideration, claimant now asserts that his TQSE entitlement started on

¹ Claimant newly claims entitlement to lodging reimbursement in the amount of \$181.06 for August 21 and 22, 2015, due to a delay by the moving company in picking up his household goods. This request, however, was not part of the original claim on which the Board rendered a decision. Therefore, there is no decision to reconsider as to this matter.

September 8 and expired on September 29, 2015. The Air Force, however, paid claimant for TQSE for the period beginning September 2, 2015, pursuant to claimant's signed travel vouchers. Accordingly, claimant's TQSE period expired twenty-one days later, on September 22, 2015.

As a basis for payment of additional TQSE, claimant reasserts that he saved the Government money by not taking a house hunting trip and by not claiming reimbursement for lodging during his travels to Texas. He also realleges that he received inadequate information related to the issue of extending his TQSE entitlement.

“Mere disagreement with a decision or re-argument of points already made is not a sufficient ground for seeking reconsideration.” Board Rule 407 (48 CFR 6104.407 (2014)). Claimant presents nothing new or additional to support a finding that he had a compelling reason due to circumstances beyond his control for continued occupancy of temporary lodging. 41 CFR 302-6.105 (2015) (FTR 302-6.105); JTR 5802-B.2.a. Even if the TQSE period did expire on September 29, 2015, the fact remains that claimant's housing contract was set to close on September 30, 2015, after the expiration of claimant's TQSE. The fact that claimant may have saved the government money does not justify payment of an expense that is otherwise unauthorized. *Gene Kourtei*, CBCA 793-RELO, 08-1 BCA ¶ 33,724 (2007) (citing *James L. Landis*, GSBCA 16684-RELO, 06-1 BCA ¶ 33,225). Similarly, receipt by claimant of inadequate or erroneous information is not a basis for granting his claim. *Id.* (citing *Joseph E. Copple*, GSBCA 16849-RELO, 06-2 BCA ¶ 33,332).

Decision

Accordingly, claimant's motion for reconsideration is denied.

ERICA S. BEARDSLEY
Board Judge