



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 5, 2016

CBCA 5031-TRAV

In the Matter of GEEPY PE

Geepy Pe, Alexandria, VA, Claimant.

Tom Hellmer, Director, Financial Accounting Division, Patent and Trademark Office, Alexandria, VA, appearing for Department of Commerce.

SOMERS, Board Judge.

Claimant, Geepy Pe, seeks reimbursement of \$1537.55 for a hotel cancellation fee he incurred in connection with official overseas travel. For the reasons explained, the claim is granted.

Background

Mr. Pe traveled on official orders from Washington, D.C., to Munich, Germany, on June 7, 2015 (arriving on June 8, 2015). Mr. Pe's official travel ended on June 12, 2015, after which time he intended to take leave and travel in Europe, returning to Washington, D.C., on June 19, 2015. Unfortunately, an employee in charge of arranging Mr. Pe's travel reserved a hotel room in Munich for Mr. Pe for the period of June 8 through June 19, 2015. Mr. Pe noticed the error before he left for the trip, advised the employee of the error, and received assurances that the error would be corrected to reflect a hotel check-out date of June 12, 2015.

On June 12, 2015, when Mr. Pe checked out of the hotel, he was surprised to discover that he had been charged for the entire hotel stay, through June 19, 2015. The hotel manager told Mr. Pe that the hotel had a thirty-day advance cancellation policy. Although Mr. Pe requested that the hotel waive the policy, it refused, and instead charged him for 90% of the total cost of the room from June 12-19, or \$1537.55.

Mr. Pe submitted a claim for reimbursement. The agency denied the claim on the grounds that the agency could not find a provision of the Federal Travel Regulation (FTR), or other legal authority, that would permit the agency to pay for travel expenses that were not required for official travel.

The agency agrees that Mr. Pe incurred this charge through no fault of his own, and would reimburse Mr. Pe for his expenses if it could find a way to do so.

Discussion

The FTR does not contain a specific provision under which forfeited hotel costs may be reimbursed; the regulations provide generally that an employee is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. 41 CFR 301-2.3 (2015). The Government will reimburse its travelers for the cost of forfeited hotel reservations where the lodgings were not used because of unforeseen circumstances, so long as the employees have exercised reasonable prudence. *See William J. Dearing*, GSBCA 14578-TRAV, 98-2 BCA ¶ 29,858 (traveler reimbursed for no-show lodging fees when there was a legitimate change in government requirements and traveler acted with reasonable prudence in cancelling the reservations); *Mary S. Carroll*, GSBCA 14280-RELO, 97-2 BCA ¶ 29,309 (traveler entitled to reimbursement when she checked out of a hotel and into a second hotel while on travel due to safety concerns); *Alexander Kunzer*, GSBCA 14101-TRAV, et al., 97-2 BCA ¶ 29,137 (employee exercised reasonable prudence and so entitled to reimbursement for no-show fee); *Linda Coney*, GSBCA 13653-TRAV, 97-1 BCA ¶ 28,687 (1996) (employee reimbursed when an administrative error by the agency's travel management office caused employee to incur additional travel expenses); *Dora M. Perez*, B-225155 (July 16, 1987) (employee's claim for forfeited room deposits granted where the failure to locate the proper hotel and consequent liability for "no-show lodging reservations" was due to a government mistake – an erroneous address in the Government's travel directory); *Chris C. Rainey*, 59 Comp. Gen. 612 (1980) ("it is our view that reimbursable travel costs may include forfeited deposits").

Here, as soon as Mr. Pe discovered that the travel arranger had erred in making the hotel reservations for a longer period than required by his official travel orders, he acted prudently by so advising her of the error. The fact that the hotel had a thirty-day cancellation

period, which resulted in an additional charge to Mr. Pe, is of no consequence. Accordingly, under the circumstances, claimant is entitled to reimbursement of the claimed amount.

Decision

The claim is granted.

JERI KAYLENE SOMERS
Board Judge