



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 20, 2019

CBCA 6356-RELO

In the Matter of REBECCA J. LOTT

Rebecca J. Lott, Port Republic, MD, Claimant.

Alison Gray, Associate Counsel, Office of Civilian Human Resources, Department of the Navy, Washington, DC, appearing for Department of the Navy.

LESTER, Board Judge.

Claimant, Rebecca J. Lott, has requested the Board's review of her claim for an overlap in a living quarters allowance (LQA) and a temporary quarters subsistence allowance (TQSA), a claim that she has also submitted for review to the Office of Personnel Management (OPM). The Department of the Navy (Navy) has indicated that having the claim pending before two different entities—the Board and OPM—is complicating efforts to resolve Ms. Lott's claim amicably, and it asks that we either dismiss the claim pending before us for lack of authority to decide it or suspend consideration of the claim until the parties can work through the OPM claim review process. We dismiss the claim.

Background

Ms. Lott received permanent change of station (PCS) orders to relocate from the Office of Naval Global Research (ONGR) in London, England, to a Department of the Navy office in Patuxent River, Maryland. At that time, Ms. Lott was renting a flat in London.

The written lease for Ms. Lott's flat provided that, at the end of her tenancy, Ms. Lott would have to remove all personal possessions from the flat before the landlord conducted an inspection and inventory and that Ms. Lott would have to "arrange and pay for the premises to be cleaned to a professional standard" before the landlord conducted that

inventory. The Navy agrees that move-out cleaning and closeout inventory clauses like those at issue here are standard in London-area lease agreements. Rent would be due up to and including the day that Ms. Lott vacated the flat or at the end of the notice period, whichever was later.

Ms. Lott's household goods were packed and removed from her London flat on November 1, 2018. At that point, her residence was empty, requiring her to obtain temporary quarters in London while she awaited her departure for Maryland several days later. The rental property was professionally cleaned on November 2, 2018, and, on November 3, 2018, the landlord's representative performed the inventory and inspection and accepted the keys on the landlord's behalf. Nevertheless, the end of Ms. Lott's lease period had been set for Sunday, November 4, 2018, at which point Ms. Lott's lease terminated.

Ms. Lott subsequently submitted a request for payment of an overlap of TQSA and LQA pursuant to Department of State Standardized Regulation (DSSR) 124.1(a) for the period from November 1 through 4, 2018. The Navy agreed that she was entitled to TQSA for that period, but only provided her with one day of overlapping LQA. Ms. Lott then filed this claim with the Board and later submitted the same claim to OPM for decision.

Discussion

Pursuant to statute, the Administrator of General Services possesses authority to "settle claims involving expenses incurred by Federal civilian employees" for travel and transportation expenses and "for relocation expenses incident to transfers of official duty station," 31 U.S.C. § 3702(a)(3) (2012), an authority that the Administrator has delegated to the Board. *See* ADM 5450.39D Chge 1, GSA Delegations of Authority Manual, ch. 19 (June 5, 2017). TQSA is one of the relocation expenses that we can review under that authority, *Jermaine W. DeWitt*, CBCA 5399-RELO, 16-1 BCA ¶ 36,537, at 177,995, since TQSA is intended to reimburse an employee stationed abroad for the reasonable cost of temporary lodging, including meals and laundry expenses, that the employee and his or her family incur "immediately before final departure from the post [as part of the process of relocating to a new post] after the necessary evacuation of residence quarters." 5 U.S.C. § 5923(a)(1)(B) (2012).

LQA "is a housing supplement granted to overseas employees 'for the annual cost of suitable, adequate, living quarters for the employee and his/her family.'" *Willie J. Chandler*, CBCA 5286-RELO, 16-1 BCA ¶ 36,348, at 177,209 (quoting *McAllister v. United States*, 3 Cl. Ct. 394, 395 (1983) (quoting then-DSSR 131.1)). It is not a travel, transportation, or relocation expense that falls within the authority that the Administrator has delegated to us, but instead is a "species of federal employee compensation." *Willie J. Chandler*, 16-1 BCA

at 177,209; *see Jermaine W. DeWitt*, 16-1 BCA at 177,995. Pursuant to 31 U.S.C. § 3702(a)(2), which grants to OPM the authority to settle claims involving federal civilian employees' compensation and leave, LQA claims fall within OPM's review and settlement authority. *Willie J. Chandler*, 16-1 BCA at 177,209.

DSSR 124.1(a) provides that, in appropriate circumstances, an employee may receive “up to five days . . . of both [LQA] and [TQSA] because the employee must necessarily vacate permanent residence quarters in order to comply with stringent lease requirements for cleaning or repair or while movers are there preparing the employee's household effects for shipment.” Ms. Lott is complaining about the Navy's denial of that overlap in payment. To determine whether we possess authority to decide her claim or whether her claim should instead be decided by OPM, we must review which costs—LQA or TQSA—the agency has declined to pay.

Here, before she received her PCS orders, Ms. Lott was receiving LQA to assist her in covering the rent for the London flat in which she was living while working for ONGR. As part of the process of relocating to her new position in Maryland, the Navy authorized payment of TQSA beginning November 1, 2018, the day that she removed all furniture from her London flat and had to find temporary alternative housing in London before she would depart for Maryland. The Navy ended Ms. Lott's entitlement to LQA effective November 2, 2018, allowing only one day of LQA/TQSA overlap, even though the cleaning and inspection requirements of her lease required continued rental payments through November 4, 2018. In her claim to the Board, Ms. Lott argues that, pursuant to DSSR 124.1(a), she is entitled to two additional days of LQA that would overlap with and be in addition to the TQSA that she received for those days. Her challenge here is not to the amount of TQSA that she received, but to the amount of LQA. OPM, not the Board, is the proper authority for resolution of disputes about the payment of LQA. *Willie J. Chandler*, 16-1 BCA at 177,209.

Decision

We dismiss Ms. Lott's claim for lack of authority to decide it.

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge