



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 1, 2020

CBCA 6818-TRAV

In the Matter of JOHN J. MELE

John J. Mele, Claimant.

Bonnie Petree, Lead Senior Accountant, Office of the Comptroller, Naval Air Warfare Center Aircraft Division, Department of the Navy, Patuxent River, MD, appearing for Department of the Navy.

GOODMAN, Board Judge.

Claimant, John J. Mele, is a civilian employee of the Department of Defense. He has asked this Board to review the agency's denial of his request for reimbursement of a hotel "no-show" charge. The request is denied because the claimant did not act prudently to cancel the reservation to avoid incurring the charge.

Background

On October 28, 2019, claimant created an authorization in the Defense Travel System (DTS) for lodging at a Holiday Inn Express in Amarillo, Texas, from November 10 to November 19, 2019, for temporary duty (TDY) travel. On that same day, DTS indicated that the travel request was in the "CTO SUBMIT" phase. Claimant states that as he waited for the official "CTO Booked," "CTO Ticketed," and "E-Ticket Receipt" emails to arrive, he received a "Do Not Travel" directive from his supervisor on October 31, 2019. Shortly thereafter, on November 4, 2019, claimant tried to cancel travel plans through the DTS system. Claimant describes his efforts as follows:

I made every attempt to cancel the orders in DTS; however, the request was still at "CTO Submit" and would not allow me to make any change I did

contact the Navair National help desk; nonetheless, I was informed that the issue was with the CTO and the help was not able to assist. No ticket number was issued. Since the status never updated to the CTO BOOKED position, I believed the authorization to be inactive with no reservations actually active.

When it was apparent that the DTS had malfunctioned, claimant did not call the hotel to determine if the reservation had actually been made. On November 22, 2019, claimant initiated a second request for TDY travel, and received the “CTO Booked” email indicating that his itinerary was booked, and thereafter received notification through DTS that his travel was approved by his supervisor. He also received email from the agency travel agent indicating that his travel had been ticketed.

Claimant states that he never received any confirmation or status e-mails indicating that his first travel authorization was booked or ticketed. However, on November 11, 2019, the hotel charged claimant a \$110.40 no-show charge, which appeared on claimant’s travel card statement dated December 6, 2019, with payment due on December 31, 2019. Claimant states he did not notice this balance due until he finished his traveling in December and January, and then notified the credit card company of the no-show charge as a fraudulent charge on January 20, 2020. He also informed his travel preparer of this charge. His travel preparer called the hotel directly on April 21, 2020, and spoke to the general manager, who would not waive the fee.

Discussion

The Joint Travel Regulations (JTR) impose upon the employee the requirement to cancel a room reservation to avoid the no-show fee. The applicable provision reads:

020303. Lodging

....

A. Booking Commercial Lodging

....

2. A traveler is responsible for canceling a room reservation within the established time frame to avoid any no-show charges and must obtain a cancellation number to reverse a no-show charge.

This Board has held that 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. *Geepy Pe*, CBCA 5031-TRAV, 16-1 BCA ¶ 36,331.

In this case, claimant did not exercise reasonable prudence. Even though claimant did not believe the room reservation had been made, he did realize that the the DTS system had malfunctioned. It therefore would have been prudent for him to check directly with the hotel to see if a reservation had been made, as required by the JTR. He never called the hotel when he initially attempted to make the reservation and the DTS malfunctioned or even after he knew he had been charged the no-show charge. When the no-show charge appeared on his credit card bill dated December 6, 2019, clearly indicating that the charge was for November 11, 2019, claimant did not call the hotel. Instead, he called the credit card company several weeks after payment was due and challenged the charge as fraudulent. His actions were neither timely nor prudent.

Decision

The claim is denied.

Allan H. Goodman

ALLAN H. GOODMAN

Board Judge