



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

November 24, 2021

CBCA 7227-TRAV

In the Matter of GLENN F.

Glenn F., Claimant.

Nancy L. Caldwell, Chief, Travel Section, Customs and Border Protection, Department of Homeland Security, Indianapolis, IN, appearing for Department of Homeland Security.

KULLBERG, Board Judge.

Claimant, Glenn F., seeks relief from an indebtedness claimed by his employer, Customs and Border Protection, Department of Homeland Security (agency), in the amount of \$214.26, for overpayment of his reimbursed expenses while on temporary duty (TDY). The agency contends that the debt includes a credit of \$198.26 for the sales tax on his rental car and \$16 for the cost of washing his rental car. Claimant denies the existence of the debt, and he contends that the cost of washing his rental car was a necessary expense because he was required to drive on dirt roads during TDY. For the reasons stated below, the Board grants the claim.

Background

Claimant was on TDY in Texas from July 21 to August 19, 2021. While on TDY, claimant charged various expenses to his government travel card (travel card). The cost of his rental car, \$2180.82, included sales tax in the amount of \$198.26. Claimant's voucher for his TDY included a claim for his rental car in the amount of \$2180.82.

Claimant's travel card statement showed a charge of \$2180.82 for the rental car company that posted on August 19, 2021. His statement also showed a credit from the rental car company that posted on August 23, 2021 for \$198.26, which was equal to the amount of the sales tax previously charged to the travel card by the rental car company. Additionally, claimant's travel card statement showed that on August 23, 2021, he had a transaction total of \$5672.68 for his TDY and a payment by the Government of \$5708.72, which left a refund to claimant of \$36.04. The record does not reflect that claimant received any other reimbursements related to his TDY.

In an email dated September 21, 2021, the agency informed claimant that an audit of his travel claim determined that he had been overpaid \$214.26. The agency contended that the overpayment included \$198.26 for the sales tax on his rental car and \$16 for the car wash. The agency directed claimant to reimburse the Government for the overpayment. Claimant then submitted his claim for relief from the debt to the Board.

After the docketing of this matter, the Board received the agency report and claimant's response. The agency report contended that claimant's travel voucher included a rental car cost of \$2180.82, and the agency "issued payment in the amount of \$5708.72 to [claimant's] travel card to cover the \$2180.82 claimed in rental car costs on his voucher, as well as all other costs claimed on his voucher that he indicated were paid with the Government travel card." However, the agency noted that upon review of claimant's travel card history, the claimant "had overclaimed and been overpaid in the amount of \$198.26 in sales tax that was later refunded by the rental car company." Finally, the agency contended that claimant sought reimbursement of \$16 for washing his rental car, which was not a travel expense, but rather, a matter of "personal taste or preference" (quoting *Lawrence F. Fragomeli*, GSBGA 16086-RELO, 03-2 BCA ¶ 32,349).

In response to the agency report, claimant contended that he did not receive a refund of \$198.26, and he only received a refund from the travel card company in the amount of \$36.¹ Claimant also represented that the cost of washing his rental car was not a matter of personal preference because he had to drive his rental car to his TDY location on dirt roads which caused the windows on the car to become so dirty that he could not see through them,

¹ Claimant's response cites dollar amounts for the total charges, \$5675.68, and the Government's payment, \$5775.68 on his travel card statement. Also, claimant cites a difference of \$33.40 between the two amounts. It is unclear how claimant arrived at those amounts, which are not consistent with the totals shown on his travel card statement. As discussed below, the Board reaches its result in this matter without relying upon claimant's calculations.

and the rental car agreement stated that an additional charge would be assessed for returning a dirty vehicle.

Discussion

The issue in this matter is whether claimant is indebted to the Government in the amount of \$214.26 for the overpayment of sales tax on his rental car and the cost of washing his rental car. In general, the Board will find that a claimant must reimburse the Government for a validly asserted debt, and the Board lacks the authority to waive such a debt. *See Vernon E. Stewart*, CBCA 5987-TRAV, 18-1 BCA ¶ 37,000. Claimant's travel card statement shows a difference between a government payment of \$5708.72 and total transactions of \$5672.68 for claimant's TDY that resulted in a refund of \$36.04. Additionally, claimant's travel card statement showed a credit for the sales tax from the rental car company. Although it appears that claimant's voucher showed a rental car expense that included sales tax, his travel card statement does not support a finding that claimant received an overpayment for the amount of the sales tax, but rather, a considerably smaller amount of \$36.04. Nothing else in the record supports a finding of an overpayment in the amount of the sales tax, and the Board does not find the existence of a legally enforceable debt in that amount.

With regard to the cost of washing claimant's rental car, the agency improperly relies upon the *Lawrence F. Fragomeli* decision for denying reimbursement. The Federal Travel Regulation (FTR) provides that an employee's "agency may pay only those expenses essential to the transaction of official business." 41 CFR 301-2.2 (2020) (FTR 301-2.2). The General Services Administration Board of Contract Appeals (GSBCA) and the Comptroller General, which previously decided travel claims, recognized that an employee could be reimbursed for the costs of repairing damage to a rental car that occurred while transacting official business. *See Tassos Abadiotakis*, GSBCA 16477-TRAV, 04-2 BCA ¶ 32,793; *Raymond B. Washburn*, 68 Comp. Gen. 318 (1989). A similar principle applies to this case. Claimant has represented that his rental car was so dirty from driving on dirt roads while conducting official business that he could not see through the windows. Reimbursement of claimant's cost for washing his rental car is allowable because he was restoring the car to its condition when he first rented it, and his action avoided additional charges from the rental car company. The agency's reliance upon the *Fragomeli* decision is misplaced as it involved an employee's claim for the cost of washing a personally-owned vehicle during relocation to a new duty station. Reimbursement for the cost of the car wash was not allowable under those circumstances.

Decision

The claim is granted. The agency's debt collection is permanently stayed.

H. Chuck Kullberg
H. CHUCK KULLBERG
Board Judge