



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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MOTION FOR RECONSIDERATION DENIED: November 17, 2021

CBCA 7182-R

JOSEPH-ALLEN DAVIS,

Appellant,

v.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,

Respondent.

Joseph-allen Davis, pro se, Canton, OH.

Julie K. Cannatti, Jose Montalvo-Rodriguez, and Justin D. Haselden, Office of General Counsel, Department of Housing and Urban Development, Washington, DC, counsel for Respondent.

Before Board Judges **RUSSELL**, **ZISCHKAU**, and **CHADWICK**.

**ZISCHKAU**, Board Judge.

Appellant, Joseph-allen Davis, timely seeks reconsideration of the Board's decision of October 29, 2021, dismissing his appeal of an eviction ordered by the Canton Municipal Court of Stark County, Ohio. We determined that we lacked jurisdiction over the appeal because appellant had not alleged that he had a contract with the Department of Housing and Urban Development (HUD), filed no claim under the Contract Disputes Act (CDA), 41 U.S.C. §§ 7101–7109 (2018), and did not appeal from a final decision of a contracting officer. Although admitting that he had no contract with HUD, appellant asserts that the Board has jurisdiction over his challenge of the municipal court's decision. We deny appellant's request for reconsideration.

The Board may grant reconsideration for any reason recognized in Rules 59 and 60 of the Federal Rules of Civil Procedure. Rules 26(a), 27(a) (48 CFR 6101.26(a), 27(a) (2020)). “Arguments and evidence previously presented are not grounds for reconsideration.” Rule 26(a). The party requesting reconsideration “bears the burden of establishing that the Board’s decision contains substantive errors that are substantial enough to warrant relief.” *SRM Group, Inc. v. Department of Homeland Security*, CBCA 5194-R, et al., 21-1 BCA ¶ 37,869. Appellant has failed to meet this burden.

In seeking reconsideration, appellant presents the same arguments and evidence previously considered by the Board. We concluded that we lacked CDA jurisdiction to resolve appellant’s eviction dispute because appellant failed to allege that he is a contractor under a procurement contract with HUD and thus could not have presented a CDA claim to a contracting officer, nor received a final decision from a HUD contracting officer. Accordingly, we declined to address appellant’s assertion that there was an implied contract between the agents of Stark County and HUD based on the county’s receipt of federal funding. In his motion for reconsideration, appellant concedes he is “not a HUD contractor.” Instead, he again argues entitlement based on the existence of an implied contract between HUD and agents of Stark County. Appellant additionally presents a litany of arguments concerning the status of the disputed property, authority of agents involved in the eviction, and application of Ohio law. Nevertheless, appellant’s arguments fail to address the Board’s determination that he is not a HUD contractor, and thus he has not demonstrated a basis for CDA jurisdiction.

#### Decision

For the foregoing reasons, we **DENY** appellant’s request for reconsideration.

Jonathan D. Zischkau  
JONATHAN D. ZISCHKAU  
Board Judge

We concur:

Beverly M. Russell  
BEVERLY M. RUSSELL  
Board Judge

Kyle Chadwick  
KYLE CHADWICK  
Board Judge