UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

December 31, 2024

CBCA 8161-RELO

In the Matter of DARREN E.

Darren E., Claimant.

Crystal E. Forsyth, Senior Human Resources Specialist, CONUS Overseas Benefits Branch, Overseas Benefits Center, Civilian Human Resources Agency, Department of the Army, Rome, NY, appearing for Department of the Army.

GOODMAN, Board Judge.

On December 20, 2024, claimant requested clarification of the Board's recent decision in *Darren E.*, CBCA 8161-RELO, 24-1 BCA ¶ 38,707, to address the manner in which the agency is implementing it. While our rules regarding travel and relocation expense claims, 48 CFR 6104.401-.408 (2023), do not contemplate post-decision motions other than requests for reconsideration, we exercise our discretion to accept and respond to claimant's request to expedite the agency's implementation of our decision. *See Brent A. Myers*, GSBCA 15466-RELO, 01-2 BCA ¶ 31,458, at 155,328-29; *Joshua W. Hughes*, CBCA 6678-RELO, 20-1 BCA ¶ 37,576, at 182,457. Although we address claimant's clarification request, the thirty-day deadline for any request for reconsideration under Board Rule 407 has now expired.

In his clarification request, claimant advises that, according to the agency, before Defense Finance and Accounting Service (DFAS) will pay the extended temporary quarters subsistence allowance (TQSA) to which the Board held claimant was entitled, the claimant must return living quarter allowance (LQA) payments received beginning three days after the commencement of his lease through the end of the extended TQSA period of 101 days, June 24, 2022.

The agency and DFAS are incorrectly interpreting our decision. In so doing, the agency and DFAS continue to mistakenly apply Department of State Standardized Regulations (DSSR) 123.2c, which limits the overlap between LQA and TQSA to three days. Our decision, however, held that this regulation did not apply to claimant's circumstances where the delayed delivery of claimant's household goods (HHG) prevented him from occupying the leased premises. As we explained, the three-day LQA/TQSA overlap limit in the regulation assumes the employee is in possession of HHG and is therefore able to *occupy* the premises. As claimant did not have his HHG until the end of the extended TQSA period, the prerequisite for the application of DSSR 123.2c, the delivery of HHG, was not present, and he was not able to "move his newly-arrived household goods into permanent [leased] quarters" as DSSR 123.2c explicitly contemplates. We reiterate that DSSR 123.2c and its three-day overlap limitation do not apply to claimant's circumstances.

Claimant was authorized to receive a LQA, and, to acquire permanent quarters for himself and his family, he negotiated and executed a lease, thus incurring LQA expenses under DSSR 132.11 when the lease commenced. The agency has not cited, nor has the Board found, any other regulation applicable to circumstances similar to claimant's – where HHG delivery was delayed for an extended period beyond the commencement of the lease – that would impose a limit on LQA/TQSA overlap.

Our decision cited case law and regulation supporting our determination that the delayed delivery of HHG was a compelling reason entitling claimant to an extension of his TQSA period through June 24, 2022, the date that his HHG was delivered. Claimant shall be reimbursed accordingly.

Allan H. Goodman

ALLAN H. GOODMAN
Board Judge