

# Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

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June 26, 2001

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GSBCA 15327-RELO

In the Matter of JARET A. LANGSTON

Jaret A. Langston, Fort Jackson, SC, Claimant.

Ray York, Chief, Finance Systems and Procedures Division, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

NEILL, Board Judge.

The Defense Finance and Accounting Service, acting on behalf of claimant in this case, Mr. Jaret A. Langston, has forwarded to us for review its denial of Mr. Langston's claims for the cost of transporting two privately owned vehicles (POVs) and one night's lodging incurred during the course of a permanent change of station (PCS) move. We affirm the agency's denial of Mr. Langston's claim for the cost of transporting his vehicles but conclude that he is entitled to recover the cost of his lodging in accordance with regulations covering the reimbursement of temporary quarters subsistence expenses (TQSE).

## Background

In February 1999, Mr. Langston was transferred from the Department of Defense (DoD) Polygraph Institute at Fort McClellan, Alabama, to a new permanent duty station in Columbia, South Carolina. His orders authorized round trip travel to seek housing in Columbia and TQSE for sixty days. The orders were later amended to authorize a do-it-yourself move of household goods not to exceed the cost of a Government bill-of-lading move via common carrier. In May, Mr. Langston traveled to Columbia and arranged for temporary quarters for use after his arrival in June.

On June 5, 1999, Mr. Langston left the Fort McClellan area and made the trip of less than 350 miles to Columbia, arriving on the same day. For reasons not disclosed in the record, Mr. Langston did not spend his first night in Columbia at the temporary quarters he had previously arranged to occupy. Rather, he went to a local motel for the first night and transferred to the temporary quarters on the following day.

As part of his self-move, Mr. Langston hauled his two POVs rather than have them driven to his new permanent duty station. He later sought reimbursement for the cost of renting the auto transporting equipment and for hotel expenses incurred on the night of June

5 after his arrival in Columbia. The agency denied the claims on the grounds that under DoD's Joint Travel Regulations (JTR), to which Mr. Langston is subject as a civilian employee of the department, neither claim can be paid.

### Discussion

We agree with the agency that Mr. Langston is not entitled to reimbursement for the cost of transporting his two POVs. Under JTR C11000 and C11009, as they read at the time of Mr. Langston's transfer and as they still read, an employee transferred in the interest of the Government may be authorized to have one POV transported at Government expense, provided that the old and new duty stations are both within the continental United States. To take advantage of this provision, however, an employee must be given specific authorization and such authorization must be supported by a determination that transporting the POV for the employee is advantageous and more cost effective to the Government than having the employee drive it to the new permanent duty station. Norman Lahr, GSBGA 15123-RELO, 00-2 BCA ¶ 31,012.

There is no indication in the record that Mr. Langston ever applied for or was given the authorization to transport a POV as required under the JTR. We also note that, even if such authorization had been applied for and given, under the regulations it is limited to one vehicle only. Mr. Langston complains that the guidance he received regarding his PCS move was limited and mostly incorrect. Unfortunately for him, even if this is true, the hard rule in cases such as this is that, notwithstanding the mistaken advice of its agents, the Government still may not make payment in violation of statute or regulation. Kevin S. Foster, GSBGA 13639-RELO, 97-1 BCA ¶ 28,688 (1996) (citing Office of Personnel Management v. Richmond, 496 U.S. 414 (1990); Federal Crop Insurance Corp. v. Merrill, 332 U.S. 380 (1947)).

The agency's position regarding Mr. Langston's claim for the cost of lodging on his first night is that because his trip was of such short duration, he was not entitled to any per diem allowance covering the cost of lodging. Under JTR C4552-F, per diem allowance shall not be allowed when the period of official travel is twelve hours or less. As noted, the distance Mr. Langston had to travel in getting to his new PDS was less than three hundred and fifty miles and could, therefore, readily have been covered in less than twelve hours.

We agree with the agency that, under the "twelve hour rule," the claimant was not entitled to per diem. He was, however, authorized TQSE. In its report, the agency advises us that Mr. Langston completed his move into his temporary lodging in one day and that for that day he was paid TQSE. Presumably these were the temporary quarters claimant had arranged for during his earlier househunting trip to Columbia. By definition, "temporary quarters" are "private or commercial lodgings occupied temporarily after a PCS is authorized." JTR C13105. While Mr. Langston did not move into the hotel in which he stayed on arrival in Columbia, it nonetheless does qualify as temporary quarters. We, therefore, see no reason why he should not be reimbursed the cost of this lodging as a TQSE provided the amount sought is not in excess of the limit for lodging costs under applicable TQSE regulations.

Mr. Langston's claim for the cost of transporting his POVs is denied. His claim for the cost of lodging for the night of June 5, 1999, is granted.

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EDWIN B. NEILL  
Board Judge