

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

April 7, 2006

GSBCA 16812-RELO

In the Matter of LUCY G. TRIFFLEMAN

Lucy G. Triffleman, Sacramento, CA, Claimant.

Cindy Osif, Supervisor, Travel and Relocation Payments, Products and Services, National Business Center, Department of the Interior, Denver, CO, appearing for Department of the Interior.

DeGRAFF, Board Judge.

In late summer 2005, Lucy G. Triffleman transferred from a duty station in Oklahoma to a new duty station in California, where she began working for the Department of the Interior. In connection with the transfer, Interior authorized Ms. Triffleman to make a househunting trip. Ms. Triffleman made the trip, returned, and submitted a voucher for her expenses. Interior decided not to reimburse some of the expenses Ms. Triffleman claimed because the agency was not sure she had actually incurred the expenses. Ms. Triffleman asks us to review Interior's decision.

The expenses for which the agency did not reimburse Ms. Triffleman were for lodging, gasoline, and a rental car. Although Interior does not doubt that Ms. Triffleman actually occupied the lodging and used the rental car, the receipts for these expenses show they were charged to a credit card belonging to someone other than Ms. Triffleman. When Ms. Triffleman submitted her voucher to Interior, she did not provide anything to show she had reimbursed the individual whose credit card was used to pay the expenses for which she claimed reimbursement. Interior decided not to reimburse Ms. Triffleman, because the information it had available did not establish she had incurred the expenses in question.

When Ms. Triffleman submitted her claim to the Board for review, she explained that her fiancé, who moved to California with her, used his credit card to pay the househunting trip expenses. He was responsible for paying his credit card debt, and he did so. We asked Ms. Triffleman to provide evidence such as a cancelled check or an affidavit to show she repaid her fiancé. Interior is obligated to reimburse Ms. Triffleman's expenses, not her fiancé's expenses. 41 CFR pt. 302-5 (2005).

Ms. Triffleman says she repaid her fiancé by placing money in their joint bank account, and supports her statement with copies of several of her individual bank account statements. The bank statements show two transfers (one on January 3, 2006, and the other on December 27, 2005) for \$50 each which were designated as being for "[her fiancé's] credit card." We accept the statements as showing these two \$50 transfers were to repay her fiancé. The statements also show a transfer on November 23, 2005, for \$531 for "bills," and Ms. Triffleman contends \$100 of this was to repay her fiancé. Ms. Triffleman's contention is credible because on two other occasions she transferred only \$430 to pay for "bills." We accept her word that an additional \$100 transferred on November 23, 2005, was to repay her fiancé. Unfortunately for Ms. Triffleman, there are no other transfers shown on the statements which provide us with reliable evidence to show they were made for the purpose of repaying her fiancé.

The evidence Ms. Triffleman provided shows she repaid her fiancé for \$200 of the expenses she incurred in connection with her househunting trip. Interior should reimburse her the \$200. In addition, if Ms. Triffleman can provide Interior with evidence to show she repaid more than the \$200, it can reimburse her for additional amounts consistent with the regulations in effect at the time of her transfer.

The claim is granted in part.

MARTHA H. DeGRAFF
Board Judge