

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

July 25, 2006

GSBCA 16843-RELO

In the Matter of SHERRY B. FEGGINS

Sherry B. Feggins, Lorton, VA, Claimant.

Colonel Ray S. Jeter, Commander, Pentagon Tri-Service Dental Clinic, Washington, DC, appearing for Department of Defense.

GOODMAN, Board Judge.

Claimant, Sherry B. Feggins, is an employee of the Department of the Army. She has requested that this Board review the agency's determination not to reimburse her for real estate expenses incurred during a permanent change of station (PCS), and has also requested that we authorize reimbursement of damages incurred as the result of a contract dispute during her PCS move.

Factual Background

Claimant received travel orders for a PCS move from South Carolina to the Washington, D.C., area with a report date of July 2, 2001. In June 2003 the agency granted a one-year extension of time in which to complete the sale of her home at the old duty station and purchase a home at the new duty station. She sold her home at the old duty station on August 6, 2003, and entered into a contract for the purchase of a new home under construction at the new duty station on August 13, 2003.

Claimant submitted a voucher for reimbursement of real estate expenses on the sale of her home on August 18, 2003, but did not receive reimbursement of those expenses until April 8, 2004. The agency states that the funds were not forthcoming until that date because claimant's travel file was misplaced and never located. Claimant states that the contract for

purchase of a home at the new duty station was canceled because she was relying upon the funds to be reimbursed for the real estate expenses on the sale of her home which she did not receive in time for settlement. The builder kept her \$10,000 earnest money deposit. Ultimately, the builder returned \$5000 to her after she sought help through the Fairfax County Office of Consumer Affairs.

Claimant then purchased and closed on another home at her new duty station on January 5, 2005. The agency denied reimbursement of real estate expenses incurred in the purchase of her new home, as claimant did not complete the transaction within the one-year extension period. Claimant has requested that this Board review the agency's determination denying payment. She asks that we allow an exception to the one-year extension period and determine that she is entitled to receive her real estate expenses and the \$5000 of earnest money that the builder retained when she did not fulfill her contract.

Discussion

The relevant provision of the Joint Travel Regulations (JTR), which govern civilian employees of the Department of Defense, requires that settlement for the sale or purchase of residences at the old and new duty station must be accomplished not later than two years after the date the employee reports for duty at the new permanent duty station. Upon an employee's written request, the two-year period may be extended for up to an additional one year. JTR C14000-B. This provision also states:

NOTE: There is no authority to waive the 3 year time limitation under any circumstances. The time limitation is imposed in § 302-6.1(e) in the Federal Travel Regulation (FTR), which has the force and effect of law ([Comp. Gen. Dec.] B-245281, February 20, 1992)).

Claimant was granted the maximum period allowable under the JTR to complete her residential transactions -- three years from the date that she reported to her new duty station.¹ While it is unfortunate that the reimbursement of her real estate expenses incurred in the sale of her home was delayed because of government error, neither the agency nor this Board has the authority to grant claimant additional time within which to complete the transactions.

¹ The Federal Travel Regulation and the JTR have since been amended to allow employees reporting for duty at a new duty station on or after February 19, 2002, an extension of an additional two years, rather than one. 41 CFR 302-11.22 (2002); 66 Fed. Reg. 58,194 (Nov. 20, 2001); *see* JTR C14000-B. However, claimant is bound by the regulations in effect as of the date she reported for duty at her new duty station. *See, e.g., Michele A. Fennell*, GSBCA 16015-RELO, 03-1 BCA ¶ 32,177.

Under the circumstances, she is not entitled to reimbursement of the real estate expenses incurred in the purchase of her home at the new duty station. Additionally, this Board cannot authorize the agency to reimburse claimant for the earnest money deposit of \$5000 that was retained by the builder in the first purchase transaction.

Decision

The claim is denied.

ALLAN H. GOODMAN
Board Judge