

**Board of Contract Appeals**  
General Services Administration  
Washington, D.C. 20405

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October 29, 2002

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GSBCA 15947-RELO

In the Matter of ROBERT W. PITMAN

Robert W. Pitman, Albuquerque, NM, Claimant.

David J. Holland, Deputy Assistant Director, Business Management and Operations, Fish and Wildlife Service, Arlington, VA, appearing for Department of the Interior.

**BORWICK**, Board Judge.

In November 1999, Department of the Interior claimant Robert W. Pitman was transferred by the United States Fish and Wildlife Service (agency) from Tishomingo, Oklahoma to Albuquerque, New Mexico. This move was in the interest of the Government. The agency denied claimant \$3365.28 of real estate purchase expenses his wife incurred in connection with the transfer because claimant was not listed as the purchaser on the settlement sheet or on the purchase agreement. We grant the claim. Under the pertinent portions of the Federal Travel Regulation (FTR), claimant is entitled to reimbursement of otherwise allowable real estate transaction expenses incurred by his wife.

The facts are as follows. On or about November 7, 1999, claimant moved with his wife to Albuquerque from Tishomingo. Claimant and his wife were advised by a financial advisor that claimant's wife should purchase the house with claimant adding his name to the deed only after closing.

The record before the Board shows that on July 17, 2001, claimant and his wife executed a purchase agreement for new construction. Claimant signed subsequent addenda to the purchase agreement, although claimant's wife alone was listed on the first pages of the addenda as the buyer. On January 18, 2002, the parties closed on the house with the settlement sheet listing claimant's wife as the borrower. Claimant is named on the deed as the owner of the house. At all relevant times, claimant has had a spousal relationship with his wife.

The agency denied claimant reimbursement for real estate transaction expenses on the ground that claimant was not listed as the purchaser on the purchase agreement for the house or on the settlement sheet for the house.

The FTR provides that, to be eligible for reimbursement for real estate transaction expenses, the title to the residence must be in the employee's name alone, or in the joint names of the employee and one or more members of the employee's immediate family, or solely in the name of one or more members of the employee's immediate family. 41 CFR 302-6.1(c) (1999). Similarly, an employee is to be reimbursed for allowable real estate transaction expenses incurred by the employee or by a member of the employee's immediate family. Id. 302-6.1(f). The term "immediate family" includes the "spouse." Id. 302-1.4(f); see Ruth M. Rivera, GSBCA 15499-RELO, 01-2 BCA ¶ 31,502. Here, it is clear that claimant's wife was named on the deed and all prior contracts of purchase. As indicated by the settlement sheet, she incurred the real estate purchase expenses. Thus, a member of claimant's immediate family--his wife--had title and incurred the expenses, so claimant is entitled to reimbursement of the real estate transaction expenses under the FTR, regardless of whether claimant was a formal party to the purchase transaction.

In any event, it appears that claimant himself (as well as his wife) also possesses the requisite title interest since his name appears on the deed to the house. 41 CFR 302-6.1(c)(2).<sup>1</sup> The agency does not challenge the timing of the transaction (i.e., whether the purchase took place within the time frame allowed by the FTR) or whether the expenses are otherwise allowable. Consequently, the agency must reimburse claimant \$3365.28.

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ANTHONY S. BORWICK  
Board Judge

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<sup>1</sup> That subsection of the FTR provides, "Except as provided in paragraph (c)(3) of this section, title to the residence is determined by the name of the party (or parties) on the title document (e.g., the deed)."