

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

November 24, 2003

GSBCA 16304-RELO

In the Matter of KEITH B. WILLIAMS

Keith B. Williams, Washington, DC, Claimant.

Judy Hughes, Travel Pay Services, Systems and Procedures, Defense Finance and Accounting Service, Columbus, OH, appearing for Department of Defense.

DeGRAFF, Board Judge.

In March 1994, Keith B. Williams transferred in the interest of the Government from a permanent duty station in Virginia, where he worked for the Department of Defense (DoD), to a new permanent duty station in Washington, D.C. In connection with the transfer, DoD made an advance of \$5578 to cover Mr. Williams's relocation expenses. In 1994 or early 1995, Mr. Williams submitted a claim for relocation expenses to DoD. DoD misplaced Mr. Williams's claim when it moved its claim settlement function from one office to another. Consequently, Mr. Williams sent DoD a copy of his claim in mid-1995. DoD took no action regarding the claim.

In late 2002, DoD reviewed its records and realized Mr. Williams's claim had never been settled. After being contacted by DoD, Mr. Williams reconstructed his claim as best he could and submitted it to DoD earlier this year. He asked DoD to reimburse him for whatever amount is due in excess of the \$5578 advance. DoD has not done so, because it is concerned Mr. Williams's claim is barred by the statute of limitations. DoD submitted Mr. Williams's claim to us on his behalf and makes clear its intention to pay as much of the claim as is allowable, if it is not barred.

According to the limitations rules in effect in 1994, either the agency out of whose activities the claim arose or the General Accounting Office had to receive Mr. Williams's claim within six years after his claim accrued, or else the claim would be barred. 31 U.S.C. § 3702 (1994); 4 CFR 31.5 (1994). A claim accrues when all events have occurred that establish the liability of the agency and that entitle a claimant to submit a claim. Empire Institute of Tailoring, Inc. v. United States, 161 F. Supp. 409 (Ct. Cl. 1958). Thus, Mr. Williams's claim accrued when he incurred reimbursable relocation expenses in connection with his transfer to Washington, D.C., and his claim is barred unless DoD received his claim within the next six years. Bobby J. Allen, GSBCA 14258-RELO, 98-1

BCA ¶ 29,395 (1997). Based upon the information Mr. Williams provided to DoD earlier this year, it appears he incurred all of his relocation expenses in early 1994, so this is when his claim accrued. DoD is not sure whether Mr. Williams's claim is barred, because it is not sure whether it received Mr. Williams's claim within six years of when it accrued.

DoD's uncertainty regarding whether Mr. Williams's claim is barred stems from its reading of our decision in Frank H. Khattat, GSBCA 13711-TRAV, 97-2 BCA ¶ 29,069. There, the employee submitted several claims after he completed official travel for his agency and the agency denied reimbursement for some of the claimed expenses. More than six years after the agency denied the last claim submitted by the employee, the employee submitted reclaims for the unreimbursed expenses. We decided the reclaims were time barred. Unlike Mr. Khattat, Mr. Williams is not asking his agency to consider an untimely reclaim. Mr. Williams wants DoD to consider the claim he submitted in 1994 or early 1995. The reconstructed claim submitted by Mr. Williams earlier this year is his best effort to provide the agency with a copy of the claim he submitted in 1994 or early 1995, and is not a reclaim because DoD never took any action upon the claim originally submitted by Mr. Williams.

Because Mr. Williams's claim accrued in 1994, and DoD received his claim either in 1994 or in early 1995, his claim is not barred by the statute of limitations. DoD may pay so much of the claim as is allowable, in accordance with the regulations in effect when Mr. Williams transferred to Washington, D.C.

MARTHA H. DeGRAFF
Board Judge