

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

August 22, 2003

GSBCA 16121-TRAV

In the Matter of GILBERT L. SPURLOCK

Gilbert L. Spurlock, Wayne, WV, Claimant.

Deborah R. Tabor, General Attorney, United States Army Corps of Engineers, Huntington District, Huntington, WV, appearing for Department of the Army.

BORWICK, Board Judge.

Claimant, an employee of the United States Army Corps of Engineers (agency), seeks agency payment of lodging charges incurred after the end of claimant's temporary duty (TDY) assignment. The motel put the additional lodging charges on claimant's government-issue charge card because claimant, according to the motel, did not remove his personal belongings from the room after the end of his TDY. According to the charge card agreement, the debt is the personal responsibility of the employee. Under the Joint Travel Regulations (JTR) in effect during claimant's travel, the disputed lodging charges are the claimant's responsibility.

Background

Pursuant to a blanket agency travel authorization, between June 5 and June 16, 2000, claimant traveled on TDY from Wayne, West Virginia, to Red House, West Virginia. During that period, claimant stayed at a motel in Hurricane, West Virginia. Claimant paid for his lodgings with a government-issue Bank of America charge card.

Claimant checked out of the motel on June 16, 2000, and returned to his residence in Wayne. The motel chain, however, continued to bill claimant's government-issue charge card until June 28 because claimant allegedly left personal belongings in the room he had occupied during the TDY period. Those charges amounted to \$407.76. Claimant denies he left his personal belongings at the motel in Hurricane. From June 19 through June 25, claimant was, in fact, on TDY in Gallipolis, Ferry, and Kenova, West Virginia, and did not use the motel in Hurricane. The agency reimbursed claimant for his lodging and subsistence expenses during this second TDY period.

The standard agreement between the Bank of America and the claimant provided in pertinent part:

All amounts charged . . . will be called "Charges." You promise to pay for all Charges made by you or anyone you allow to use the Account until paid in full. . . . You, as the Cardholder, are responsible for making payment to the Bank of America. Official travel and travel-related expenses charged to the Card will be reimbursed by the Agency/Organization under the Agency's/Organization's expense reimbursement procedures applicable to you.

Claimant refused to pay the \$407.76 and disputed the charge with Bank of America. According to the agency, Bank of America investigated the incident and determined the \$406.76 charge to be valid. Claimant refused to pay the charge and, after sixty-days' delinquency, Bank of America suspended claimant's right to use the card.

On March 12, 2001, claimant filed a consumer complaint against the motel with the Consumer Protection Division, State of West Virginia Office of the Attorney General. Claimant complained that the motel had wrongfully charged him after he had checked out of the room.

On March 26, 2001, the agency's Deputy District Engineer sent a memorandum to claimant's supervisors suggesting that claimant be counseled about a delinquent account. On March 28, 2001, an agency maintenance supervisor advised claimant that he must either "satisfy your credit card debt obligation through payment, or take the necessary legal steps to dispute it." The maintenance supervisor advised claimant that the agency would reflect further delinquency on claimant's performance appraisal. On March 28, claimant filed another complaint with the State of West Virginia Office of the Attorney General alleging that the agency was harassing claimant about the disputed debt.

On March 19, 2003, claimant filed a claim at this Board maintaining that since claimant had been on government travel the disputed motel charge was the responsibility of the Government.

Discussion

Claimant seeks to have the Government pay for the disputed motel room charges claimant incurred between June 16 and June 28, 2000. The motel assessed those charges because claimant, according to the motel, left his personal belongings in the room. Claimant denies he left his belongings in the room and denies that he is liable for the charges. Whatever the truth of the matter, this is clearly a private dispute between the motel and the claimant, no matter whether the claimant had been on government business before the controversy arose.

Claimant's position that the charge "belongs to the [Government]" since the agency had sent him on government business is wrong. Under the credit card agreement, the claimant, not the Government, is responsible for paying claimant's credit card bill. Additionally, the JTR provide that an employee must use prudence in traveling and that

excess or unnecessary costs are the employee's financial responsibility. See JTR C1058-A-1, -A3 (June 1, 2000). Claimant was responsible for removing his belongings from the motel room and for ensuring that the motel understood that he was checking out on June 16, 2000, instead of some later date. Clearly, the \$407.76 lodging charge for the period June 16 through June 28, when claimant was not on TDY in Hurricane, West Virginia, was not necessary to the conduct of the agency's business and was claimant's responsibility. The Board denies the claim.

ANTHONY S. BORWICK
Board Judge