

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

August 3, 2001

GSBCA 15571-RELO

In the Matter of CHARLES R. STROBLE

Charles R. Stroble, Mount Laurel, NJ, Claimant.

Robert D. Brown, Deputy Director, Finance Center, United States Army Corps of Engineers, Department of the Army, Millington, TN, appearing for Department of the Army.

GOODMAN, Board Judge.

Claimant, Charles R. Stroble, is a civilian employee of the Department of the Army, Corps of Engineers. The agency has denied reimbursement of costs arising from his permanent change of station (PCS). Claimant leased an apartment in the vicinity of his new duty station. When he requested reimbursement for the cost of the lease as part of his claim for temporary quarters subsistence expenses (TQSE), the agency denied the request. Claimant has requested that this Board review the agency's denial.

Background

In January 2000, claimant leased an apartment in Mount Holly, New Jersey, in the vicinity of Fort Dix, New Jersey. Effective July 17, 2000, claimant was authorized a PCS move from his duty station of Narragansett, Rhode Island, to Fort Dix. He submitted a travel voucher requesting reimbursement of TQSE for the period July 1 through July 30, 2000. The agency denied reimbursement because "the apartment did not meet the criteria as TQSE." The basis of the agency's denial was that claimant had already entered into the lease before his TQSE period commenced, so the apartment that he leased could not be considered temporary quarters.

The claimant explains the circumstances surrounding the leasing of the apartment as follows:

In the Fall of 1999, I . . . began a new family relationship in the Philadelphia/Southern New Jersey area. I began seeking employment in the area and leased the apartment [in] Mt. Holly, NJ beginning on January 1, 2000. I used the apartment sporadically from then until July 1, 2000, when I permanently relocated from Rhode Island and transferred to my current

position with the Corps of Engineers Philadelphia District, effective on July 17, 2000. From the very beginning, my intent was to use the apartment as temporary quarters and to vacate it for permanent quarters as soon as possible after my job search was successful. I never intended to occupy it on a permanent basis, which is why I obtained "month-to-month" lease terms. The [sparse] apartment furnishings alone serve to demonstrate the temporary nature of my occupancy. . . . I never permanently occupied this apartment, nor were my household goods delivered to these temporary quarters. I began searching for permanent housing in the area immediately upon being selected for the position with the Corps of Engineers and initiated action to terminate the lease in Mt. Holly on August 28, 2000, shortly after obtaining permanent housing at the above address in Mt. Laurel, NJ.

Discussion

Claimant seeks reimbursement for TQSE for a thirty-day period after his transfer to his new duty station. The Joint Travel Regulations (JTR) are applicable for civilian federal employees of the Department of Defense and supplement the Federal Travel Regulation (FTR). The JTR read in relevant part:

C13105 PURPOSE

TQSE is a discretionary allowance, not an entitlement, that is intended to reimburse employees for reasonable subsistence expenses incurred when they and/or their dependents must occupy temporary quarters. TQSE must be authorized before temporary quarters are occupied and may not be approved after the fact (41 CFR §302-5.7).

C13110 GENERAL

A. Temporary Quarters.

Temporary quarters are private or commercial lodgings occupied temporarily after a PCS is authorized.

Both the purpose and general definition of TQSE emphasize that TQSE must be authorized before the quarters are occupied. Implicit in these regulatory provisions is the requirement that the occupancy of the quarters must be incident to the transfer of the employee. In the instant case, the agency has determined that claimant's leasing and occupation of the apartment was not incident to his transfer, as the lease commenced and claimant occupied the apartment five months before the period for which he claims TQSE for the apartment rental.

Claimant supports his claim by describing in detail his personal reasons for renting the apartment in the vicinity of his new duty station before receiving PCS orders. He emphasizes the temporary nature of the premises, and further describes his attempts to immediately seek permanent quarters once his PCS and TQSE were authorized.

The agency was correct in denying TQSE reimbursement. Claimant leased the apartment for personal reasons while employed at his previous duty station, while he was seeking a transfer in the vicinity of the apartment. The lease was on a month-to-month basis, and required sixty days notice to terminate. When his transfer became effective, he had already occupied the premises for five months and had an obligation to pay rent for at least sixty more days. Based upon his personal decision to rent the apartment in January 2000, his obligation to pay rent would have existed in July 2000 even if the PCS had not been authorized. Accordingly, it is clear that his rental and occupation of the apartment was not incident to his transfer. That claimant always intended the apartment as a temporary living arrangement is not relevant.

Decision

The claim is denied.

ALLAN H. GOODMAN
Board Judge