



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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September 17, 2018

CBCA 6099-RELO

In the Matter of LARRY L. JOHNSON

Larry L. Johnson, Severn, MD, Claimant.

Ryan M. Warrenfeltz, Sr. and Uri R. Ko, Office of the General Counsel, Social Security Administration, Baltimore, MD, counsel for Social Security Administration.

**VERGILIO**, Board Judge.

The claimant/buyer was not out of pocket for closing costs credited by the seller. A buyer is not entitled to be reimbursed by an agency for costs the buyer did not incur.

Incident to a permanent change of station, the claimant, Larry L. Johnson, relocated within the continental United States (CONUS) with a reporting date in December 2016. The agency authorized reimbursement in connection with the purchase of a home at the new duty station. The claimant purchased a home, incurring closing costs of \$27,913.70. The seller provided a \$22,500 credit to the claimant. With references to *Jacquelyn B. Parrish*, GSBCA 15085-RELO, 00-1 BCA ¶ 30,605 (1999), *Kevin Kelleher*, CBCA 4889-RELO, 16-1 BCA ¶ 36,206 (2015), and other cases, the agency applied the credit first to claimant's closing costs that were not reimbursable, and concluded that the claimant was entitled to the difference, \$5413.70. The agency determined that the claimant was not entitled to closing costs that the claimant did not pay. Before the agency, the claimant sought reimbursement of a total of \$12,495.22 in closing costs, but here seeks \$22,500.

The claimant has not justified or indicated why it is entitled to request the Board to consider its request for reimbursement of closing costs in excess of the dollar figure sought from the agency. However, the claimant has not demonstrated that it paid any closing costs in excess of \$5413.70. The agency analyzed the situation correctly and applied regulation

and precedent correctly. The claimant's submission of a statement under the letterhead of a realty company is of no consequence; the speculation that the claimant/buyer paid for an incentive built into the selling price and ultimately paid for the costs in question does not alter the result. The claimant did not pay the closing costs credited by the seller; the claimant did not incur the costs it seeks to recover above the amount found by the agency to be reimbursable.

The claimant does not prevail on his claim.

*Joseph A. Vergilio*  
JOSEPH A. VERGILIO  
Board Judge