



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 11, 2011

CBCA 2320-RELO

In the Matter of BRIAN R. WEEKS

Brian R. Weeks, Washington, DC, Claimant.

Christopher Hunt, Unit Chief, Travel and Transfer Payment Unit, Federal Bureau of Investigation, Washington, DC, appearing for Department of Justice.

GILMORE, Board Judge.

Claimant, Brian Weeks, a supervisory security specialist with the Federal Bureau of Investigation (FBI or agency) has asked the Board to reconsider its decision that claimant was not entitled to temporary quarters subsistence expenses (TQSE) in conjunction with his permanent change of duty station from Winchester, Virginia, to Washington, D.C., in May 2010.

The Board found that Mr. Weeks had entered into a contract to purchase the home he was renting in Fredericksburg, Virginia, and therefore intended the home to be his permanent residence at the time he occupied and rented the residence. As we stated in our decision, even if an employee ultimately does not purchase the home that he/she is renting, the intent of the employee at the time the employee occupies the dwelling is the controlling factor. Claimant failed to present any new facts or cite any legal precedent that would warrant a reconsideration of our decision. Mere disagreement with a decision is not sufficient ground for seeking reconsideration. *Robert B. Barnes*, CBCA 2073-TRAV, 11-1 BCA ¶ 34.619 (2010). Although claimant argues that he was not “renting with the INTENT to buy”, but was “renting with the HOPE of buying”, this word change does not change the analysis required under the applicable regulations. Claimant also asks the Board to restart the sixty-day entitlement period for TQSE because he had to rent another property when he was unable to purchase the first property he rented. However, as we stated in our decision, claimant’s entitlement to

TQSE ended at midnight of the day preceding the occupancy of the home he originally rented with the intent to purchase. There is no provision in the regulations that restarts the entitlement period when the claimant ultimately does not purchase the home he had contracted to purchase.

Claimant's motion for reconsideration is denied.

BERYL S. GILMORE
Board Judge