



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 5, 2016

CBCA 4760-RELO

In the Matter of CHARITY HOPE MARINI

Charity Hope Marini, Kailua, HI, Claimant.

James J. Schubert, Associate Counsel, Office of Counsel, Naval Facilities Engineering Command, Pacific, Department of the Navy, Pearl Harbor, HI, appearing for Department of the Navy.

HYATT, Board Judge.

Claimant, Charity Hope Marini, a civilian employee of the Navy who transferred from Virginia to Hawaii in 2014, seeks reconsideration of the Board's decision denying her claim for reimbursement of buyer's closing costs that she paid in connection with the sale of her home at the former official duty station. *Charity Hope Marini*, CBCA 4760, 16-1 BCA ¶ 36,192 (2015). For the reasons stated below, the request is granted.

In 2014, after the Navy transferred her to Pearl Harbor, Hawaii, claimant sold her home at her former duty station in Chesapeake, Virginia. To sell the house, Ms. Marini agreed to pay the amount of \$6500 to be applied to the buyer's loan origination and attorney fees. She submitted a claim for reimbursement of this amount as an allowable real estate expense, and provided letters from her realtor, and local builders, advising that in the neighborhood where her home was located there were many new houses still being offered by the builder, and stating that it was customary for the sellers in that market to contribute up to \$12,500 toward buyer closing costs. The Navy determined that the need to pay a portion of the buyer's closing costs was not a result of a long held custom, but rather a reflection of local market conditions, and disallowed this expense.

In ruling on Ms. Marini's claim, the Board reviewed the letters claimant had provided to the Navy and concluded that these letters, consisting of a generalized statement from her

own realtor and additional statements from realtors who specialized in new construction, did not suffice to meet the standard enunciated in its precedent. As such, the Board ruled that claimant had not met her burden to show that the expense was allowable under the regulations.

Following the issuance of the Board's decision, claimant has submitted additional documentation in support of her claim. Specifically, she has provided a letter from an attorney with offices in Chesapeake, Virginia, who is also a licensed realtor and the managing partner of his firm's real estate division. This attorney has provided representation for a wide range of real estate transactions for both developers and individual sellers and buyers of real property in the broader Chesapeake area. He avers that for many years now, in virtually all transactions, sellers have contributed to buyers' closing costs. This letter corroborates the statements made in the previous documentation offered by Ms. Marini.

The Navy has not produced any evidence to the contrary, but simply stands on its position that the expense is not reimbursable. Accordingly, we now find that Ms. Marini has provided the proof needed to support her claim for the costs and grant her request for reconsideration. We find that, based on the un rebutted evidence of record, the costs in question are customarily paid by sellers in the locality of Chesapeake, Virginia, and are reimbursable in accordance with the Federal Travel Regulation and the Joint Travel Regulations. The Navy should reimburse Ms. Marini for the claimed amount.

Decision

The claim is granted.

CATHERINE B. HYATT
Board Judge