UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 17, 2025

CBCA 8470-RELO

In the Matter of BRYAN L.

Bryan L., Claimant.

Virginia Guerrero Torres, Human Resources Specialist, Human Resources Office, Rota, Office of Civilian Human Resources, Department of the Navy, FPO Area Europe, appearing for Department of the Navy.

KANG, Board Judge.

Claimant, a civilian employee of the Department of the Navy (Navy), seeks review of the denial of his request for an extension of the storage in transit (SIT) allowance for his household goods (HHG) beyond the authorized period. We deny the claim.

Background

In 2024, claimant was relocated on permanent change of station (PCS) orders from outside the continental United States (OCONUS) to California.[1] Claimant was entitled to a

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[1] The claim consists of a brief request to review the Navy's denial of claimant's request for an extension of his SIT allowance. The Board issued a notice of docketing on June 25, 2025, advising that the Navy's response was due by August 25, 2025, and that claimant could submit additional comments no later than thirty calendar days after receiving the Navy's response. The Navy filed a response to the claim on August 22, 2025. Claimant did not submit additional comments. We consider the facts presented in the Navy's decision denying the request and its response to the claim to be unchallenged by claimant.

ninety-day SIT allowance for his HHG in connection with his PCS with that period ending on October 22, 2024.

On October 23, 2024, the day after the SIT allowance expired, claimant inquired to the Navy about "the likelihood of me being able to get an extension" of the SIT allowance. Claimant stated that his family was "in a state of flux here in California, and are still not yet able to receive this HHG shipment." In April 2025, claimant requested an update on his request, stating that "I have still yet to be able to take shipment [of the HHG] and it is still in storage." In May 2025, claimant again asked for an update on his request and advised that he is "in the process of trying to schedule my HHG delivery and need to know the level of coverage" the Navy will provide for SIT costs.

In response to claimant's May 2025 inquiry, the Navy advised that his request for an extension of his SIT allowance was "not in compliance with valid reasons per Joint Travel Regulation[s] (JTR) 054307.A.2" and identified the seven exceptions listed in that provision. Claimant replied that his request was justified by one of the enumerated exceptions, "[l]ack of suitable civilian housing." JTR 054307.A.2.d (Oct. 2024). Claimant contended that he met the exception because "there is literally no house here in Southern California where we can afford where we can take hold of our HHG."

The Navy requested clarification from claimant about his current residence. The Navy noted that claimant's October 2024 correspondence with the shipping company responsible for his HHG identified a residence for delivery in California that appeared to be the same address where claimant was currently located. Claimant confirmed that he was living at the same address where shipment was to be made. Claimant clarified, however, that the location "was/is not permanent as it doesn't have enough space for our family and was/is a temporary solution until we could find a larger home, which we have now found, and are moving forward with moving into over the next 1-2 months."

The Navy issued a formal denial of claimant's request for an extension of his SIT allowance on June 17, 2025. The Navy stated that "it was known by all parties that your SIT was expiring on 22 October 2024, 90 days after your arrival at your [continental United States] location (per your orders)." The Navy noted that he was currently living at the residence that he claimed was unsuitable and further noted that this residence was also "the same permanent address [claimant left when he] moved overseas in 2020." For these reasons, the Navy found that "[the] housing was in fact suitable" and that claimant was not eligible for an extension of the SIT allowance based on the lack of suitable civilian housing.

Discussion

As a civilian employee of the Department of Defense, claimant is subject to the provisions of the Federal Travel Regulation (FTR), as supplemented by the JTR. *Robert S.*, CBCA 8426-RELO, 25-1 BCA ¶ 38,865, at 189,146 n.2. SIT is "short-term storage that is part of HHG transportation." JTR 054307. Pursuant to the FTR, a civilian employee transferring from a station OCONUS to a station in the continental United States (CONUS) is entitled to reimbursement for up to ninety days of SIT. FTR 302-7.9(b) (41 CFR 302-7.9(b) (2024)). An appropriate agency official can approve an extension of SIT up to an additional ninety days for certain enumerated reasons, but "[u]nder no circumstances may temporary storage for shipments at Government expense that include an OCONUS origin or destination exceed a total of 180 days."[2] *Id.* Additionally, a request for an extension must be made "prior to the expiration of the original 90 days" of SIT allowance. *Id.* The JTR provides that "[i]f additional storage is not authorized or approved, the civilian employee is financially responsible for additional storage expense." JTR 054307.A.1.

Claimant's SIT ninety-day allowance expired on October 22, 2024. Claimant first inquired to the Navy about the possibility of an extension of his SIT allowance the following day, October 23, 2024, and sought updates on his request in April and May of 2025. Because claimant did not make his request to the Navy for an extension of his SIT allowance until after it had expired, he is not eligible for an extension.[3] *See* FTR 302-7.9(b).

Even if the request for an extension had been timely submitted, claimant's arguments do not provide a basis to grant an extension of his SIT allowance. Claimant primarily contends that he was unable to receive his HHG from storage because he was unable to find suitable housing for his family. The record provided by claimant does not substantiate this contention with any details. Additionally, claimant does not dispute the Navy's assertion that the housing claimant contends was unsuitable was the same housing he occupied in 2020, and had been occupying from at least October 2024 through May 2025.

As the FTR and the JTR make clear, decisions regarding extensions of the SIT period beyond the mandatory minimum are within the discretion of the agency officials designated

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[2] The JTR also addresses other authorities for extending SIT beyond this period, but they are not at issue here. *See* JTR 054307.B.

[3] Although the JTR does not specify a time for submitting a request for an extension, the FTR plainly states that requests must be submitted prior to the expiration of the initial SIT period. Where the FTR and JTR conflict or provide differing rules, the FTR controls. *See John G.*, CBCA 7203-TRAV, 22-1 BCA ¶ 38,157, at 185,316.

to make such determinations. FTR 302-7.9.B; JTR 054307.B; *Brendan J. Bowman*, CBCA 6553-RELO, 19-1 BCA ¶ 37,413, at 181,862. "[W]hen regulations vest discretion in an agency with respect to the authorization of particular relocation expenses, the agency's judgment will not be disturbed unless the determination is arbitrary, capricious, or clearly erroneous." *William F. Brooks, Jr.*, CBCA 2595-RELO, 12-2 BCA ¶ 35,064, at 172,238. On this record, the Navy was within its discretion to find that claimant was not entitled to an extension of his SIT allowance based on the claimed lack of available housing.

Decision

The claim is denied.

Jonathan L. Kang
JONATHAN L. KANG
Board Judge