



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

December 15, 2025

CBCA 8600-RELO

In the Matter of REYNALDO R.

Reynaldo R., 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.

SULLIVAN, Board Judge.

Claimant, an employee of the Department of the Navy, requested that he be reimbursed for property management services (PMS) incident to his transfer overseas. The agency denied the request because claimant's transportation agreement did not list the address for which he requested PMS. Because regulation requires that errors in transportation agreements be corrected, we grant the claim.

Background

Claimant was selected for a position with the Navy in Spain. Claimant signed a transportation agreement in March 2025, which provided, in box 6, claimant's "actual address when appointed or transferred." The agreement stated that the "actual residence" specified on the form would be used for the purpose of establishing eligibility for travel and transportation allowances. The agreement also required claimant to acknowledge the following statement: "After I sign this agreement, I may not change the actual residence specified above for personal reasons."

In August 2025, claimant requested that he be reimbursed for PMS costs for a house that he owned in Virginia that he planned to rent while he was overseas. The address for that

property was different from the one listed on his transportation agreement. Claimant explained to the agency that he and his spouse had decided to rent, rather than sell, the house that they owned at the address for which he sought PMS reimbursement.

In September 2025, the agency denied the request for PMS reimbursement because the address for which he sought these costs was different than the address listed on his transportation agreement. The agency noted that the transportation agreement provides that the address listed in box 6 cannot be changed for personal reasons and that claimant had indicated in his request that he had decided not to sell the property for which he requested PMS reimbursement, which the agency found to be a personal reason. In response to claimant's claim to the Board, the agency noted that the address on claimant's driver's license, which was issued in February 2025, and his resume matched the address on his transportation agreement.

Before the Board, claimant stated that he has occupied the residence for which he seeks reimbursement of PMS services since November 2023. He provided the title to the property, which shows that it was purchased in October 2023. He also explained that he obtained a mortgage loan guaranteed by the Department of Veterans Affairs (VA), which requires that he occupy the property. Claimant provided numerous documents to the Board that showed the address for which he seeks PMS, including documents dated February and March 2025. In addition, claimant provided undated screenshots showing that he had updated his address in his personnel record with the agency and with the Virginia Department of Motor Vehicles (DMV) and explained that he neglected to update these records when he moved.

Discussion

PMS costs may be authorized only for an employee's residence at the last official station from which the employee was transferred. 41 CFR 302-15.7 (2024) (Federal Travel Regulation (FTR) 302-15.7). To be eligible for reimbursement for PMS costs, a civilian employee and/or an immediate family member must hold title to the residence and be eligible to sell the property at government expense. FTR 302-15.3.¹ To be eligible to sell a property at government expense, an employee must occupy the residence at the time the agency notifies the employee of the transfer. FTR 302-11.5.² An employee may receive

¹ There is no dispute that claimant owns the property at issue.

² This requirement does not apply if the transfer is from a foreign area to an official station within the United States other than the one the employee left when he or she transferred overseas. That exception does not apply here.

reimbursement for a residence from which the employee regularly commuted to and from work. FTR 302-11.100; Joint Travel Regulations (JTR) 054602 (Mar. 2025).³

Both the FTR and the JTR require the employee to assist the agency in determining their actual address, which will be the basis for determining eligibility for reimbursement of expenses. This address is recorded in the service or transportation agreement to be signed by the transferring employee and an authorized agency representative.⁴ When an employee accepts transfer to an overseas location, the employee “must immediately provide [the] agency with the information needed to determine your actual place of residence and document it into your service agreement.” FTR 302-2.16; *see* JTR 054903. The JTR provides that the “location of the actual residence must be documented in the civilian employee’s official personnel folder.” JTR 054903. “The determination of the actual residence depends on the facts presented and is determined on a case-by-case basis.” *Id.* Finally, once the actual residence is determined, it cannot be changed unless it is shown to be in error, but “[e]rrors must be corrected in the agreement to show the civilian employee’s correct actual address.” JTR 054903-B.2.

This last provision governs our resolution of this claim. Based upon the evidence that claimant submitted to the Board, the residence listed on the transportation agreement is incorrect. Claimant stated that he has occupied the property since November 2023, shortly after he purchased the property in October 2023. VA requires that a borrower certify that he or she intends to personally occupy the property as his or her home. *Lender’s Handbook*, VA Pamphlet 26-7 (Revised), at 3-11, https://www.benefits.va.gov/warms/pam26_7.asp (last visited Dec. 11, 2025). Claimant has also provided documentation to substantiate his occupancy of the property, including an electricity bill sent to the address in February 2025 just before he signed his transportation agreement. Finally, claimant has updated his personnel record to show his current address. Pursuant to regulation, the transportation agreement should be corrected to show the address for which claimant seeks PMS costs.

³ As a civilian employee of the Department of the Navy, claimant is subject to the requirements of both the FTR and the JTR. *Nelson R.*, CBCA 8107-TRAV, 24-1 BCA ¶ 38,648, at 187,184.

⁴ A service agreement is a written agreement by an employee to remain in government service for a period of time following transfer or relocation. FTR 302-2.13; JTR 054901. The transportation agreement that claimant signed, using DD form 1617, is a service agreement. JTR 054906.

Decision

The claim is granted.

Marian E. Sullivan

MARIAN E. SULLIVAN

Board Judge