



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 5, 2025

CBCA 8225-RELO

In the Matter of ANDREW B.

Andrew B., Claimant.

Willie C. Bradley, Deputy Regional Director, Overseas Program Center, Office of Civilian Human Resources, Commander, Navy Region Europe, Africa, Central, FPO Area Europe, appearing for Department of the Navy.

VOLK, Board Judge.

Claimant requests review of the Department of the Navy's decision to grant him only partial reimbursement of his claimed temporary quarters subsistence allowance (TQSA) expenses. The Navy denied full reimbursement because it found some of claimant's lodging expenditures unreasonable. On the record presented by the parties, we decline to disturb the Navy's decision.

Background

Claimant served as a civilian Navy employee in a position outside of the continental United States (OCONUS). On May 15, 2024, he received approval to end his foreign assignment about three months early and return to the continental United States (CONUS) on or about July 15, 2024. In travel orders issued on June 14, 2024, the Navy authorized reimbursement of TQSA expenses for up to thirty days preceding claimant's departure from OCONUS.

Claimant ended his OCONUS residential lease on July 11, 2024, the same day that his household goods were picked up for transport to CONUS. From July 11 through July 24,

2024, claimant occupied an Airbnb rental with his family, which included claimant's spouse and three dependent children. Claimant's family departed OCONUS on July 24, 2024. Claimant remained overseas after his family's departure, but the OCONUS lodging that he occupied from July 24 through August 7, 2024, before he departed for CONUS is not at issue here.

For the OCONUS Airbnb rental that he occupied with his family, claimant requested reimbursement of \$683.69 per night. The Navy denied reimbursement for the full amount requested, instead reimbursing claimant \$310.77 per night. The Navy stated, "The cost of the room requested from 11 July through 23 July 2024 has been considered an unreasonable amount. The Airbnb receipt shows that the apartment rented was for 11 people. Therefore, the daily cost of the rented apartment has been divided by 11 people and multiplied by 5 people."

Claimant maintains that he should receive reimbursement for the full cost of the Airbnb rental. He asserts that he needed to arrange pet-friendly lodging for a family of five on relatively short notice during "peak tourist season in the [OCONUS] area." He correctly states that the Airbnb receipt indicated that the apartment at issue was rented for five occupants, not 11. Although he acknowledges that the apartment included 11 beds, he states that four of the beds were "sofa-beds/futons." Claimant also correctly indicates that the amount he is requesting is less than the per diem rate calculation for OCONUS lodging for his family of five under the Department of State Standardized Regulations (DSSR) 124.31, and he asserts that the Navy did not provide "any guidance indicating that lodging costs are required to be below the per diem rates."

In opposing the claim, the Navy relies mostly on the advertisement for the Airbnb rental. The Navy asserts:

[Claimant] chose to rent an entire Unique Ancient Castle that was suitable for greater than 11 guests. The Airbnb listing . . . describes the property as "Unique Castle in central area with a big patio, stunning view on the . . . gulf, near to most of the attractions and with available public transportation." The listing also provided the "possibility to rent only top floor (level 4) with 4 bedrooms and 3 bathrooms or lower levels (120 square meters) with two bedrooms and 1 bathroom. They are totally independent and separated." Despite the fact that [claimant] has a family of five, including himself, he chose to rent the entire Castle, which cost €569.79 per night. If [claimant] had chosen only the top floor, the total cost would have been around €300 per night. [Claimant] paid for the extra beds that were not necessary to suit his family's needs.

Discussion

TQSA “is intended to assist in covering the average cost of adequate but not elaborate or unnecessarily expensive accommodations in a hotel, pension, or other transient-type quarters” for a limited period when an employee relocates to or from a foreign post. DSSR 122.1; *see also* 5 U.S.C. § 5923(a)(1) (2018). TQSA payments are discretionary, not mandatory entitlements. *Sean P. Tweed-Kent*, CBCA 5528-RELO, 17-1 BCA ¶ 36,797, at 179,347. Reimbursement is limited to reasonable expenses. DSSR 125 (“Only . . . expenses . . . which are reasonable in amount . . . shall be reimbursed.”). Before the Board, claimant bears the burden of establishing entitlement to the payment he seeks. Rule 401(c) (48 CFR 6104.401(c) (2024)).

Here, the Navy had an appropriate basis for questioning the reasonableness and necessity of an Airbnb rental advertising many more beds than claimant’s family needed. Although the cost of the rental was less than the per diem rate calculation for claimant’s family of five, the per diem rates merely establish a ceiling for TQSA reimbursement. DSSR 125; *see Lynn A. Ward*, CBCA 2904-RELO, 13 BCA ¶ 35,276, at 173,153 (“The issue . . . presented . . . , i.e., whether the agency has the discretion to limit her TQSA reimbursement to something less than the maximum per diem rate, is easily answered. . . . [T]he agency can properly limit TQSA reimbursement when it adjudicates a claim.”). That an expenditure is less than the per diem maximum does not necessarily make it reasonable.

On the critical question of whether less expensive lodging was reasonably available to claimant, neither party offers compelling evidence. The Navy states, “Most of the employees leaving [this OCONUS area] do occupy hotels and many of them have pets. The average cost for a family of five members including the sponsor, either occupying the hotel or an apartment/villa, ranges from 250 (approximately \$270) to 350 euro (approximately \$370) per day.” However, the Navy has not provided us with any evidence supporting that contention.

Claimant states that he “conducted an extensive search for available lodging” and found that there was no availability at several hotels where others “typically stay for temporary quarters,” including three hotels that he identifies by name. However, claimant also states that if he had been “made aware that the cost for the selected lodging would be considered unreasonable, other accommodations would have been explored,” suggesting that more economical options could have been found. Moreover, even if we assumed an absence of any other accommodations, claimant offers no response to the Navy’s contention, which is supported by some evidence, that claimant could have chosen to rent only the top floor of the same property—containing four bedrooms and three bathrooms—at far less cost.

On the record before us, we decline to disturb the Navy’s decision.

Decision

The claim is denied.

Daniel B. Volk

DANIEL B. VOLK

Board Judge