



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 8, 2026

CBCA 8938-TRAV

In the Matter of LANCE D.

Lance D., Claimant.

Adam R. Shaw, Office of Counsel, Naval Surface Warfare Center, Corona Division, Naval Sea Systems Command, Department of the Navy, Norco, CA, appearing for Department of the Navy.

RUSSELL, Board Judge.

Claimant, a civilian employee of the Department of the Navy (agency), challenges the agency's decision denying him reimbursement of his lodging expenses incurred on temporary duty assignment (TDY) to Joint Base Pearl Harbor-Hickam (JBPHH). Claimant argues that the agency should reimburse him the disputed amount because the available government lodging at JBPHH, the Navy Inn, failed to meet Department of Defense (DoD) adequacy requirements and he was therefore justified in staying in alternative commercial lodging. For the reasons stated below, we deny the claim.

Background

Claimant is a civilian employee of the agency's Naval Surface Warfare Center, Corona Division, where he is employed as an engineer. On April 22, 2026, claimant completed a travel reservation sheet to perform work at Pearl Harbor Naval Shipyard & Intermediate Maintenance Facility at JBPHH from May 11 through 15, 2026. Notice of Claim, Exhibit 1 at 8.¹ The reservation sheet lists the Courtyard Waikiki as claimant's

¹ Page references to Notice of Claim exhibits and Exhibit 12 of Agency's Amended Response are to .pdf numbers.

lodging for the duration of the TDY. *Id.* at 9. On the sheet, claimant requested commercial lodging asserting that the Navy Inn at JBPHH was inadequate lodging per DoD Lodging Adequacy Standards. *Id.* Claimant's supervisor approved the TDY reservation. *Id.*

On April 28, 2026, the Defense Travel System (DTS) returned the travel authorization to claimant and requested "a valid exception code and detailed justification" as to why claimant was bypassing base lodging. Notice of Claim, Exhibit 2 at 11. DTS added that, without such information, claimant would be limited to receiving the base rate, with no taxes or parking reimbursed. *Id.*

On April 30, 2026, claimant's travel authorization was approved under the following exception—"Traveler is meeting w/others from different installation. They must stay together to use rental." Agency's Amended Response, Exhibit 2 at 1. Under this exception, claimant was authorized to stay at the Aqua Palms Waikiki in Honolulu, HI, at a rate of \$179 per night with an estimated \$100 in resort fees and \$75 in parking approved for reimbursement. Agency's Amended Response, Exhibit 2 at 3, 7. Claimant states that the group lodging exception was inserted due to an administrative error by the department assistant who booked his travel. Notice of Claim at 3-4.

Claimant did not stay at the Aqua Palms Waikiki. Notice of Claim, Exhibit 6 at 25-27. Instead, he stayed at the Residence Inn in Kapolei, HI, for the duration of his TDY at a rate of \$202 per night for lodging and \$40 per day for parking, for a total cost, including taxes, of \$1144.40. *Id.*

On May 27, 2026, DTS returned claimant's travel voucher stating that claimant had improperly bypassed base lodging. Notice of Claim, Exhibit 3 at 13. DTS concluded that claimant would be limited to the base rate of \$150 with no taxes or parking reimbursed. *Id.* After claimant's voucher was rejected, claimant exchanged a series of emails with travel officials requesting reconsideration, explaining the administrative error, and reiterating his justification that government quarters did not meet adequacy requirements. *Id.*, Exhibit 4 at 14-19; Agency's Amended Response, Exhibit 4.

On June 10, 2026, in response to an inquiry from the agency about the adequacy of the Navy Inn at JBPHH, the vice president of NEXCOM Hospitality Group stated that "[w]hile it is true that a limited number of rooms are currently undergoing modernization and may not fully meet all adequacy standards, the rooms made available for reservation through the Defense Travel System (DTS) meet applicable DoD lodging requirements." Agency's Amended Response, Exhibit 12 at 79. He further stated that "[t]he standards cited by [claimant] are currently being met within the Navy Inn Hawaii inventory offered through DTS." *Id.* at 80.

On June 18, 2026, claimant submitted an updated voucher at the \$150 rate, once again reiterating his disagreement with the decision based on the inadequacy of government quarters. Notice of Claim at 4; *see also* Agency's Amended Response, Exhibit 6 at 7. Claimant submitted the updated voucher at the \$150 rate, with no taxes or parking fees, so that he could receive partial payment. Notice of Claim at 4. This claim followed.

Discussion

As a civilian DoD employee of the agency, claimant is subject to the provisions of the Joint Travel Regulations (JTR) and the Federal Travel Regulation (FTR). *Sheila D. Bacon*, CBCA 4339-RELO, 15-1 BCA ¶ 36,014, at 175,891. Under the JTR, “[a] civilian employee ordered to a U.S. installation must use adequate and available Government quarters at designated [Integrated Lodging Program (ILP)] sites.” JTR 020303-B.2 (Apr. 2026). “If [such] lodging is not available at the TDY location, then the [authorizing official] may authorize or approve obtaining lodging in an adjacent locality where the per diem rate is higher.” JTR 020303 (table 2-15). Approval for reimbursement of alternative, non-government lodging is “typically provided in advance and at the agency’s discretion.” 41 CFR 301-11.17(c) (published in eCFR).

Additionally, the Government cannot direct employees to stay at inadequate accommodations. *See* JTR 020303. “DoD Lodging facilities and/or rooms that do not meet 100 percent of . . . respective standards are not eligible for listing in the Department’s on-line booking tool . . . and are not part of the [ILP] until they meet all DTS-required standards.” DoD Lodging Adequacy Standards at 2. (<https://dodmwrandsalepolicy.defense.gov/MWR-and-Lodging-Standards/Lodging-Standards> (July 2024) (last visited October 8, 2026)). The authorizing official may approve an exception to the lodging requirement if “[a]vailable Government lodging does not meet the DoD adequacy standards.” JTR Supplement, DoD ILP ¶ E.2 (Nov. 2024).

Here, claimant’s TDY location has an ILP facility—the Navy Inn at JBPHH. Therefore, claimant was “required” to stay at the Navy Inn unless there was a valid exception or he was willing to pay the difference between the base rate and any additional cost of staying elsewhere. Claimant’s supervisor authorized claimant to stay at the alternative location of the Aqua Palms Waikiki based on a group lodging exception. However, claimant was not traveling in a group, and this exception was entered into the travel reservation due to an administrative error. Even if this were a valid exception, claimant did not actually stay at the authorized Aqua Palms Waikiki but instead stayed at the Residence Inn in Kapolei, HI. Claimant never received prior authorization to stay at the Residence Inn.

To be reimbursed in full for his stay at the Residence Inn, claimant was required to “furnish a written statement with the travel voucher explaining the circumstances to validate an [actual expense allowance] based on the TDY location rate.” JTR 020303 (table 2-15). Here, claimant merely asserts that, based on his own previous experience, the Navy Inn lodging was inadequate. He supports his argument by providing negative Google reviews of Navy Gateway Building 1506 and 1507 as evidence of the inadequacy of the government lodging. *See* Notice of Claim, Exhibit 5 at 22-24. However, even if taken at face value that these reviews prove the inadequacy of certain rooms at the Navy Inn, this does not show that all rooms available on DTS were inadequate. Government lodging facilities are still adequate and eligible for listing even if certain rooms do not meet 100 percent of the required adequacy standards. *See* DoD Lodging Adequacy Standards at 2. The rooms that do not meet adequacy standards are not considered part of the ILP. *Id.* The NEXCOM vice president admitted that certain rooms at the Navy Inn were undergoing modernization and did not meet DoD lodging requirements but that these rooms were not available for reservation. He further stated that all rooms listed on the DTS met required adequacy standards. Agency’s Amended Response, Exhibit 12 at 79-80.

The claimant has the burden of proof and must establish all elements of his claim. *Renee Cobb*, CBCA 5020-TRAV, 16-1 BCA ¶ 36,240, at 176,819. Claimant has not established that the Navy Inn at JBPHH failed to meet adequacy requirements and was therefore unavailable. As government lodging facilities were available and adequate during his TDY, claimant was not authorized to stay at alternative commercial lodging. When a civilian employee of the agency does not use available and adequate government lodging, reimbursement is limited to the government rate, and the employee is “financially responsible for all other costs.” JTR 020303 (table 2-15); *see also* JTR 020303-A.1; JTR Supplement, DoD ILP ¶¶ C, F. Claimant is not entitled to reimbursement beyond what the Government would have paid at the Navy Inn.

Decision

For the foregoing reasons, the claim is denied.

Beverly M. Russell
BEVERLY M. RUSSELL
Board Judge