



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

June 22, 2026

CBCA 8806-RELO

In the Matter of CRISTIN S.

Cristin S., Claimant.

Gabrielle Y. Doty, Director, Travel Mission Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

SULLIVAN, Board Judge.

Claimant seeks reconsideration of the Board's decision in *Cristin S.*, CBCA 8806-RELO, 26-1 BCA ¶ 39,019, pursuant to Board Rule 407 (48 CFR 6104.407 (published in eCFR)). In that decision, the Board denied claimant's request for real estate expenses, finding that claimant's transfer back to the United States was not for the purpose of taking another position within the Government. Claimant requests reconsideration because the decision "rests on material errors of fact and a misapplication of the governing regulations." Although claimant has provided a clarification regarding her employment status just prior to her retirement, the clarification and claimant's request do not provide a basis for reconsideration.

Discussion

In its decision, the Board stated that claimant received orders to report to a new duty station in Virginia in July 2025 but was placed on administrative leave, pending her retirement under the deferred resignation program, on September 30, 2025. In her reconsideration request, claimant clarifies that she performed official duties at her new duty station and remained in an active pay status between July and September 2025. Claimant also asserts that her return to the United States was "not a purely separation-based action."

This clarification does not alter the Board's analysis. As explained in the Board's initial decision, claimant could have been eligible for real estate expenses if she had signed a new service agreement in which she agreed to remain in federal service at the new duty station for a period of at least twelve months. Claimant confirmed in her reconsideration request that she transferred to her new duty station for a period of less than three months, then retired without signing a new service agreement. The fact that she performed official duties and remained in an active pay status for the period between her transfer and her retirement does not change that analysis.

Claimant also asserts that the Board failed to consider that she completed the original service obligation for her transfer overseas. Claimant is incorrect. The Board acknowledged that claimant completed the original service obligation but explained that the Federal Travel Regulation (FTR) requires that in order to receive reimbursement for real estate expenses, claimant must fulfill the terms of an overseas service agreement and sign a new service agreement. FTR 302-11.2(b), 302-11.401 (2025). Without an agreement to remain at the new duty station for the minimum period of twelve months, claimant is not eligible to receive real estate expenses.

Claimant also asserts that the Board failed to consider the advice she received in 2021 regarding her entitlement to real estate expenses upon her return to the United States. Incorrect or misleading advice given by government employees regarding relocation benefits that is contrary to statute or regulation does not provide a basis for granting a request for benefits. *Eugene Andruchowicz*, CBCA 3022-RELO, 13 BCA ¶ 35,200, at 172,700 (2012). Moreover, the advice that claimant received was not incorrect, so much as incomplete. As noted in the Board's decision, claimant was told that her real estate expenses would be reimbursed "once the employee returns from [her] [outside the continental United States (OCONUS)] tour and to a different duty station." *Cristin S.*, 26-1 BCA at 190,011-12. Similarly, in denying her request for real estate expenses in 2021, the agency stated that "such expenses are reimbursable only upon the employee's return from an [OCONUS] tour to a different permanent duty station." In addition to being told that she needed to transfer to a new duty station in order to qualify for reimbursement of real estate expenses, claimant should have been advised that she would have to transfer back to the United States for the purpose of accepting a new position in the interests of the Government and that she would have to remain in that position for a period of at least a year pursuant to a new service agreement. Because claimant did not fulfill these requirements, she may not receive real estate expenses.

Decision

Claimant's request for reconsideration is denied.

Marian E. Sullivan
MARIAN E. SULLIVAN
Board Judge