

In Re:

[Redacted]

Claimant

DATE: June 26, 1997

Claims Case No. 96110801

## CLAIMS APPEALS BOARD DECISION

### DIGEST

Two service members who are married to each other are not entitled to two separate dislocation allowances when: both obtain permanent change of station orders which transfer them to the same new duty station; they move from one household at the old duty station and reestablish one household at the new duty station; they move substantially at same time; and one household mover moves the personal effects of both service members to the same destination.

### DECISION

The Chief, Financial Services Branch, Air Combat Command (ACC), and the Chief, Finance and Accounting Liaison Office, Directorate of Support Services, Defense Finance and Accounting Service - Denver Center, forwarded the doubtful travel claim of [Redacted],

United States Air Force, for payment of \$ 517.80 in Dislocation Allowance (DLA) to the U.S. General Accounting Office (GAO) for settlement. Pursuant to Section 211 of Public Law No. 104-53, 109 Stat. 514, November 19, 1995, the GAO's authority to settle claims for military pay and allowances, including retired pay, was transferred to the Director of the Office of Management and Budget (OMB). The Director of OMB delegated his authority to the Secretary of Defense effective June 30, 1996. The authority of the Secretary of Defense in this regard was later codified in Section 202(n) of Public Law No. 104-316, 110 Stat. 3826, October 19, 1996. The Defense Office of Hearings and Appeals exercises the authority of the Secretary with respect to this claim.

### Background

Pursuant to permanent change of station (PCS) orders, the service member departed his old duty station (K.I. Sawyer Air Force Base, Michigan) on June 5, 1995, and signed into his new duty station, Davis-Monthan Air Force Base, on June 19, 1995, after performing Permissive Temporary Duty for house-hunting. He secured housing, signing a lease on June 17, 1995, then contacted his service member spouse to arrange for her departure and the shipment of their household goods. The service members' household goods were picked up by the carrier on June 16, 1995, and the service member's spouse occupied temporary quarters at the old duty station until her departure on June 21, 1995. The spouse reported for duty at Davis-Monthan on June 30, 1995. The spouse was advanced DLA prior to her departure from the old duty station, and the claimant seeks a single rate DLA payment of \$517.80 as his entitlement.

The service member claims that both he and his spouse are entitled to a DLA because she had departed after him. Note 1 to Table U5G-1 of Volume 1 of the Joint Federal Travel Regulations (JFTR) (Change 88, April 1, 1994) provided that when two service members are married to each other, the husband or wife may select the greater of his or her entitlements, but when one member moves incident to a PCS at one time and establishes a household at the permanent duty station, and at a "later date," the other member moves pursuant to a PCS and occupies the same residence as the spouse, both members are entitled to DLA at the appropriate rate. The service member points out that he was told by certain unnamed personnel at K.I. Sawyer AFB that he and his wife were entitled to DLA and that for a few days he and his wife maintained two households.

### Discussion

Payment of DLA to members of the uniformed services is generally authorized under section 407 of title 37, United States Code (37 U.S.C. 407), when a permanent change of station requires the disestablishment of a household in one place and the reestablishment of the household in another place. The purpose of the dislocation allowance is to provide service members with reimbursement for incidental expenses normally incurred in connection with the relocation of their households upon a permanent change of station. See Colonel William F. Mattimore, USAF, 66 Comp. Gen. 225 (1987). This entitlement is administered through the JFTR, particularly 1 JFTR, Chapter 5, Part G.

In connection with the DLA, the Comptroller General noted that when husband and wife are members of the uniformed services who reside in the same household and incident to a PCS the household is moved, and both members continue to reside in the same household, there is no justification for the payment of more than one dislocation allowance since only one residence for the family of the members is involved. See 54 Comp. Gen. 665, 669 (1975). This rule, nevertheless, is consistent with two separate allowances applying when the spouses move at different times. The significant issue is not so much the timing of the move of each person as it is the disruption and reestablishment of the household. If it is necessary to disrupt the household, move and reestablish the household in parts, two allowances apply. See 56 Comp. Gen. 46 (1976). An example of when two allowances may apply is when spouses are required to separate and establish residences apart from each other for a significant time, or when two distinct and separate households were required at the old duty station. See HM1 Robert P. Hockensmith, USN and HM2 Sybil L. Hockensmith, USN, B-191742, Aug. 1, 1978. But in no event may more than one DLA be paid where only one movement of a household is required. Id.

As we apply Note 1 of Table U5G-1, the wife did not move at a "later date," but at substantially the same time as her husband. The household was disrupted and reestablished once. The fact that the household goods were moved once (and actually picked up by the carrier on the day before the service member signed the lease at the site of the new duty station) is indicative of the disruption, movement and reestablishment of one household. Finally, the prior Comptroller General decisions provide examples of the types of expenses for which DLA is intended to partially reimburse members. These include loss of security deposit, fees for disconnecting and reconnecting utilities, breakage and depreciation of household goods in transit. There is no indication that the members' service obligations required the duplication of such expenses in the case before us.

### **Conclusion**

We disallow the service member's claim.

Signed: Michael D. Hipple

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Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Joyce N. Maguire

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Joyce N. Maguire

Member, Claims Appeals Board

Signed: Jean E. Smallin

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Member, Claims Appeals Board

