



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 5, 2020

CBCA 6609-RELO

In the Matter of LANDON A. SARIO

Landon A. Sario, APO Area Europe, Claimant.

Raymond Diaz, Budget Analyst, Headquarters, Air Force Personnel Center, Department of the Air Force, Joint Base San Antonio-Randolph, TX, appearing for Department of the Air Force.

HYATT, Board Judge.

Claimant, Landon A. Sario, was transferred by the Department of the Air Force from the state of Washington to a base in the United Kingdom (UK). He has asked the Board to review the agency's decision to disallow his claim for reimbursement of certain charges he incurred in bringing the family pet to the UK.

Background

Claimant and his family moved overseas in June 2019. In light of temperature restrictions in the cargo hold when live animals are transported as cargo, claimant shipped the family pet on an earlier flight than the one that he and his family took. The pet was picked up on arrival at the airport in the UK by Silver Birch Pet Jets, which provides various services for pets when the owners travel separately.

Claimant's travel orders authorized a flat rate "with dependent" miscellaneous expense allowance (MEA) of \$1300. After completing the move, claimant submitted an itemized list of expenses, in the amount of \$2257.70, including various costs attributable to

relocating the family's pet. In support of this request he provided an invoice from British Airways for the amount of \$1281.75, representing the cost of flying the pet from Seattle, Washington to London Heathrow UK. The British Airways invoice broke the charges into three categories: (1) \$694.75 for the flight cost; (2) \$575 for an AVI (code for handling of live animals) fee; and (3) \$12 for an EU (European Union) fee. Another invoice, from Silver Birch Pet Jets, showed that claimant was charged the amount of \$326 for pet fees. Finally, claimant submitted an invoice in the amount of \$62.95 for the purchase of a pet carrier to comply with applicable requirements.

The Air Force reviewed claimant's expenses and concluded that the amount of \$694.75 for the pet flight cost on British Airways was properly reimbursable as a miscellaneous expense. It disallowed the AVI and EU fees on the British Airways invoice, the pet fees charged by Silver Birch, and the cost of the pet carrier.

After totaling the charges it considered to be properly reimbursable as miscellaneous expenses, the Air Force informed claimant that this amount was less than the flat rate that had been authorized. Claimant seeks the Board's review of the agency's disallowance of the AVI fee paid to British Airways and the pet fees paid to Silver Birch.

Discussion

Under the Federal Travel Regulation (FTR), upon transfer to an official station outside the United States, eligible employees are entitled to be paid a miscellaneous expenses allowance (MEA), which is intended to cover some portion of expenses that occur as a result of relocating and that are not expressly provided for in other sections of the FTR. 41 CFR 302-3.101, tbl. B, 302-16.2, (2018) (FTR 302-3.101, tbl. B, 302-16.2). In some cases the MEA may be increased if eligible itemized charges are deemed reimbursable. For the relocation of a pet the FTR provides:

The only costs included are those normally associated with the transportation and handling of dogs, cats, and other house pets, as well as costs due to stringent air carrier rules. . . . Inoculations, examinations, and boarding quarantine costs are not included.

FTR 302-16.2(b). The Joint Travel Regulations (JTR) also addresses pet quarantine and transportation costs, reiterating that costs not associated with handling and transport are not reimbursable. JTR 054103.

With respect to claimant's request for reimbursement of British Airways' AVI fee, the Air Force and claimant disagree about the nature of the charge. British Airways divided

the flight charges for Mr. Sario's pet into three categories: the base shipping charge; an EU fee; and the \$575 fee in dispute here, which the bill simply identified as an "AVI fee." In response to an inquiry from the Air Force, a British Airways account manager described this charge in an email, without elaboration or further reply, as a "Pets Scheme" cost. The Air Force further researched the websites for the UK's Animal and Plant Health Agency and the British Veterinary Association, agencies that regulate the pet schemes, and concluded that the charge is for permission to bring an animal that has the correct documentation, identification, and vaccinations and treatments into the country without the need for quarantine.

Claimant states that health safety measures, e.g., inoculations and examinations, were undertaken, documented, and paid for by claimant prior to leaving the United States. He maintains that the AVI fee is the charge imposed by the airline's subcontractor, IAG Cargo, for the additional services necessary to meet stringent standards applicable to carrying and handling cargo that is alive. As such, he argues the charge qualifies as a handling fee under the regulations.

In rejecting claimant's arguments, the Air Force relied on Board precedent holding that the UK pet scheme fee is not a reimbursable miscellaneous expense. Specifically, our predecessor, the General Services Board of Contract Appeals, issued a decision addressing travel costs that were labeled "UK pet scheme." *David J. Mitchell*, GSBICA 16827-RELO, 06-1 BCA ¶ 33,278. When determining if UK pet scheme costs were reimbursable, the Board found that the costs "relate to special health and safety requirements for bringing a pet into the UK, rather than transportation and handling costs required to meet more stringent rules of air carriers." As such, the costs were deemed to be non-reimbursable costs under the FTR. Though these entrance fees are necessary for transfer of a pet into the UK, they "are by regulation to be borne by the transferee[.]" *Id.*; see also *Shawnie M. Peters*, CBCA 5520-RELO, 18-1 BCA ¶ 36,952.

With respect to the fees charged by Silver Birch, claimant contends they represented the cost of taking care of the pet while it was at the airport in advance of claimant's arrival. He described this service in an email as one that "collects the pet and processes them through customs for us." He believes that these fees should be viewed as handling costs attributable to the need to ship the pet on an earlier flight. Claimant's receipt, however, merely describes the charge as "pet fees." As discussed above and in the regulations, the only reimbursable costs for pets are transportation and handling fees; fees to process a pet through customs would be ineligible. FTR 302-16.2.

Claimant bears the burden to establish through persuasive evidence that the Government is liable for costs claimed and that he is entitled to payment of the expense in

question. Rule 401(c) (48 CFR 6104.401(c)) *see, e.g., Karen M. Stanley-Wolfe*, CBCA 5822-RELO, 17-1 BCA ¶ 36,868; *Simeon A. Milton*, CBCA 5565-RELO, 17-1 BCA ¶ 36,753. Claimant seeks to differentiate what he describes as a transportation charge from what the Air Force considers to be an ineligible UK pet scheme charge. Claimant similarly seeks to differentiate the Silver Birch pet fees from unallowable customs fees. The evidence provided for both of these charges is limited to receipts that do not explain the nature of the fees paid. Claimant's description of the services provided is not implausible, but, in the absence of more specific descriptive documentation from the airline and Silver Birch, stating the nature of the services provided, claimant has not met his burden to establish entitlement to the claimed expenses. If claimant is able to obtain more documentation from British Airways or IAG Cargo detailing the services provided for the AVI fee, and a more specific explanation of the Silver Birch fees, the Air Force should reconsider its position.

Decision

The claim is denied.

Catherine B. Hyatt
CATHERINE B. HYATT
Board Judge