



**DEPARTMENT OF THE NAVY**  
BOARD FOR CORRECTION OF NAVAL RECORDS  
701 S. COURTHOUSE ROAD, SUITE 1001  
ARLINGTON, VA 22204-2490

█  
Docket No. 5261-21  
Ref: Signature Date

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█  
█

Dear Petitioner:

This is in reference to your application for correction of your naval record pursuant to Section 1552 of Title 10, United States Code. After careful and conscientious consideration of relevant portions of your naval record and your application, the Board for Correction of Naval Records (Board) found the evidence submitted insufficient to establish the existence of probable material error or injustice. Consequently, your application has been denied.

Although your application was not filed in a timely manner, the Board found it in the interest of justice to waive the statute of limitations and consider your case on its merits. A three-member panel of the Board, sitting in executive session, considered your application on 16 December 2021. The names and votes of the members of the panel will be furnished upon request. Your allegations of error and injustice were reviewed in accordance with administrative regulations and procedures applicable to the proceedings of this Board. Documentary material considered by the Board consisted of your application, together with all material submitted in support thereof, relevant portions of your naval record and applicable statutes, regulations, and policies.

You requested correction of your Basic Allowance for Housing (BAH) for a Reserve Component (RC) member without dependents while attending accession training from 2 August 2011 through 2 April 2012. The Board, in its review of your entire record and application, carefully weighed all potentially mitigating factors, to include your assertions. However, the Board concluded that an RC is authorized BAH while attending accession training based on their primary residence location if the member maintains a residence and continues to be responsible for rent or owns the residence. You began active duty on 2 August 2011 and provided an unsigned, six (6) month lease for the period of 1 February 2010 through 31 August 2010. This document unsigned it does not cover any period of active duty service. On 1 October 2011 you were joined for temporary duty with █ through 4 April 2012. You provided a second (month to month) lease for the month of January 2012 with an address in █ while still in a temporary duty status in █. This lease is not accepted by the Board as your primary residence since execution occurred after entering accession training.

In the absence of sufficient new evidence for reconsideration, the decision of the Board is final, and your only recourse would be to seek relief, at no cost to the Board, from a court of appropriate jurisdiction.

Sincerely,

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Deputy Director

Signed by: █