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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: P-187060

DATE: October 15, 1976

MATTER OF: Jeffrey S. Kassel - Settlement of
Unexpired Lease

- DIGEST: 1. Transferred employee paid lessor of rented apartment entire balance of rent due for unexpired term of seven months immediately upon transfer. Five months later, employee removed household goods from apartment and relet premises. Reimbursement of rent paid for five months between transfer and date of sublease may not be reimbursed because FTR para. 2-6.2h (May 1973) requires employee to make reasonable efforts to compromise outstanding obligation, and employee failed to make such efforts.
2. Transferred employee who left household goods in former residence for five months prior to reletting apartment may not be reimbursed for temporary storage since placement or retention of employee's goods at his residence may not serve as the basis for reimbursement.

This action is in response to a request dated July 26, 1976 from the Honorable Glen E. Pommerening, Assistant Attorney General for Administration, concerning a voucher submitted by Mr. Jeffrey S. Kassel, a former employee of the Department of Justice, Bureau of Prisons, for reimbursement of residence transaction expenses incurred incident to a permanent change of station.

The record indicates that the claimant, Mr. Kassel, entered on duty with the Bureau of Prisons as a staff psychologist by transfer from the Veterans Administration on January 20, 1975. Incident to the transfer, a travel authorization was issued authorizing travel from Waukegan, Illinois to Morgantown, West Virginia and advancing \$2,600 to Mr. Kassel therefor. At the time of the transfer, Mr. Kassel had been occupying rented quarters for which he paid \$195 per month. On January 20, 1975, he paid his lessor, Mr. Paul A. Hansen, \$1,365 for the period from February 1, 1975 through August 31, 1975, representing the unexpired term of his lease. Five months later, on June 20, 1976,

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Mr. Kassel placed an advertisement in a local newspaper to relet the premises. This effort was successful and, on June 29, 1975, he removed his furniture from the former residence. He subsequently received a refund from the landlord in the amount of \$390 and has claimed \$975, representing the balance paid on the premises. Whether that payment may be reimbursed is the subject of this action.

Reimbursement for the cost of settling an unexpired lease at the employee's old duty station incident to a change of station is governed by paragraph 2-6.2h of the Federal Travel Regulations (FPMR 101-7) (May 1973), which provides, in relevant part, that such expenses are reimbursable when they cannot be avoided by sublease or other arrangement and the employee has not contributed to the expense by failing to give appropriate lease termination notice promptly after he has definite knowledge of the transfer. We note at the outset that the operative concept in these matters is that of settlement, which involves an adjustment of an account and implies, at least, an attempt to compromise the amount due. Thus, the employee is required to make reasonable efforts to relet the premises immediately upon his transfer. Such efforts include negotiation with the lessor for a reasonable payment in compromise of the outstanding term of the lease, engaging the services of a real estate broker, and placing advertisements in a newspaper or general circulation in the locality. E-183018, January 8, 1976.

In this case, the required formal notice of termination of the lease was never given by the claimant to his lessor. Instead, Mr. Kassel paid the entire outstanding term of the lease on the effective date of his transfer. Further, he did not remove his household goods from the premises until he relet the apartment, five months later. Although Mr. Kassel contends that he attempted to sublet the residence in January 1975, the conclusion that such attempts were not seriously undertaken is supported by the ease with which the apartment was relet in June 1975, by the claimant's earlier payment of the entire outstanding balance of rent, and by his failure to remove his belongings until June. In light of these circumstances, we must hold that Mr. Kassel failed to take reasonable efforts to relet his former residence or to settle the balance of his unexpired lease.

Mr. Kassel further contends that his use of the travel advance to pay off his outstanding rental obligation was proper since the travel authorization included the item - as part of estimated cost -

and he had not been informed concerning the proper use of the travel advance monies. In response, the business manager of the employing agency states that the claimant was never informed that the entire term of the unexpired lease would be paid, and that he personally informed the claimant by telephone to consult his lessor, his realtor, and his attorney concerning termination of the lease.

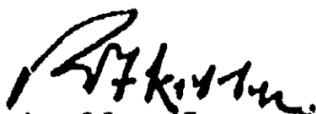
A travel authorization merely authorizes the employee to perform the described travel at Government expense. While it may contain a list of estimated expenses, such a list is not an agreement or undertaking by the Government to pay any amount set forth therein. Such expenses may be paid only upon the submission of a voucher which has been certified by a duly authorized certifying officer as correct and proper for payment. Regarding the proper use of the travel advance, Mr. Kassel's contentions controvert the administrative report. There is, then, a dispute of fact concerning this point. Since one who asserts a claim has the burden of furnishing substantial evidence to clearly establish liability on the part of the Government, we have consistently accepted the administrative statement of the facts in the absence of a preponderance of the evidence to the contrary. 41 Comp. Gen. 47, 54 (1961); B-178654, April 8, 1974. On the record before us, the presumption in favor of the administrative report has not been overcome. Accordingly, Mr. Kassel is not entitled to reimbursement for any portion of his payment of the unexpired term of his lease at his former duty station.

We have also been asked whether the claimant is entitled to reimbursement at the commuted rate for storage of his household goods at the old residence during February and March 1975. The regulations relative to temporary storage provide that such storage may be allowed only incident to transportation of the goods at Government expense, and require submission of a receipted copy of the warehouse or other bill for storage costs. FTR para. 2-8.5 (May 1973). We have held that the evidentiary requirement is satisfied by submission of a receipted bill which shows the storage dates, storage location, and the actual weight of the household goods stored. 53 Comp. Gen. 513 (1974). We have specifically held, however, that the placement or retention of an employee's goods in his residence may not serve as the basis for reimbursement under the regulations relating to temporary storage.

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B-173557, August 30, 1971. Therefore, Mr. Kassel may not be reimbursed on the basis of temporary storage for any period during which his household goods remained at his former residence.

The voucher which accompanied this matter indicates that \$11.20 has been claimed by Mr. Kassel for advertising expenses incurred incident to his attempts to relet the apartment in June, 1975. As administratively recommended, this item is properly payable. However, for the reasons set forth above, the \$975 claimed by Mr. Kassel for payment of the balance of his rental obligation may not be certified for payment.


Acting Comptroller General
of the United States