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H. Dunn

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DECISION



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

FILE: B-188604

DATE: February 14, 1978

MATTER OF: Kenton L. Culbertson - Temporary Quarters
Subsistence Allowance - Lease Termination Expense

DIGEST: Claim of employee for temporary quarters subsistence allowance at old duty station from December 28 - 31, 1976, is not allowable, even though he vacated residence incident to transfer. Family occupied permanent residence at new station on December 23 and FTR para. 2-5.2f states allowance terminates when employee or member of immediate family occupies permanent residence. Also, partial withholding of security deposit under rental agreement at old duty station was related to extensions of agreement, not premature termination of agreement, and therefore, does not qualify under FTR para. 2-6.2h for reimbursement.

This matter concerns the request of John H. Bransby, a Finance and Accounting Officer, for an advance decision as to the propriety of paying the claim of Kenton L. Culbertson, an employee of the Army Corps of Engineers, Baltimore, Maryland, for temporary quarters subsistence allowance while performing duty at his former permanent duty station in Brockton, Massachusetts.

The record indicates that Mr. Culbertson was issued a travel authorization dated December 21, 1976, transferring him to the Corps of Engineers, Baltimore, Maryland, from the Veterans Administration, Brockton, Massachusetts, with a reporting date of January 3, 1977. The record indicates that Mr. Culbertson vacated his Brockton residence on December 21, 1976, and his family occupied their new living quarters in Baltimore on December 23, 1976. However, since the Veterans Administration would not release Mr. Culbertson for transfer until January 1, 1977, it became necessary for Mr. Culbertson to occupy temporary living quarters during the period of December 28 - 31, 1976, for which he seeks an allowance.

It is clear under paragraph 2-5.2f of the Federal Travel Regulations (FPMR 101-7, May 1, 1973) that the temporary quarters subsistence allowance terminates when the employee or any member of his immediate family occupies permanent quarters. Therefore, although an employee may be paid an allowance while occupying temporary quarters at his old station after vacating his permanent

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residence, Mr. Culbertson's allowance ended on December 23, 1976, when his family occupied permanent quarters at his new station.

The employee also claims \$75, representing an amount withheld from his security deposit of \$200 by First Equity Associates, under a rental agreement entered into by Mr. Culbertson with First Equity on July 1, 1975. The statement supplied by First Equity shows that \$75 withholding opposite the entry "Extension fees for Sept. extension, Nov. extension." The rental agreement did not provide for a fixed period of tenancy but did stipulate a 45 day notice requirement for termination.

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). That regulation provides, in relevant part, that lease termination expenses are reimbursable when they cannot be avoided by sublease or other agreement 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.

In this case, the portion of the security deposit withheld appears unrelated to a premature termination of the rental agreement but resulted from extensions of it. Therefore, reimbursement is not allowable under the applicable regulation and payment of the employee's travel voucher is not authorized.

Deputy

R. J. K...
Comptroller General
of the United States