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

DECISION

[Request for Reimbursement of Forfeited Rent]

FILE: B-195352 DATE: July 17, 1980

MATTER OF: Raymond G. Snodgrass and John C. VanRonk - Lodging Expenses - Curtailed Temporary Duty

DIGEST:

Employees whose 40-day temporary duty assignments were unexpectedly cut short after 2 days by orders to return to their permanent duty station may be reimbursed for total amount of unrefundable prepaid rent if agency determines employees acted reasonably in securing lodging for the extended period. Unrefundable rent was incurred pursuant and prior to cancellation of travel orders. Reimbursement therefor is allowable as a travel expense to the same extent as it would have been allowed if the orders had not been cancelled. Texas C. Ching, B-188924, June 15, 1977, and similar cases will no longer be followed.

At issue is the entitlement of Raymond G. Snodgrass and John C. VanRonk to reimbursement of an unrefunded portion of rent they forfeited when their temporary duty assignments were cut short by orders to return to their official duty station.

This action is in response to a request for an advance decision from the Central Disbursing Officer, Regional Financial Services Department, Naval Supply Center, Oakland, California, forwarded here by indorsement of July 5, 1979, from the Per Diem, Travel and Transportation Allowance Committee (PDTATAC Control No. 79-21).

Mr. Snodgrass and Mr. VanRonk, civilian employees of the Department of the Navy employed at the Mare Island Naval Shipyard, were directed to perform temporary duty at the Long Beach Naval Shipyard from January 22, 1979, to March 2, 1979, or until their assignment was completed. They were required to work at Mare Island until January 22. Therefore, they

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traveled on January 24 and reported to their temporary duty site on January 24 without any change in their orders. Both employees rented apartments for the period of January 24, 1979, to February 28, 1979, and paid the total rent and required security deposits in advance. However, they were recalled to their official duty station and returned there on January 26. Therefore, they spent only about 2 days at Long Beach. The apartment management held Mr. Snodgrass and Mr. VanRonk liable for the rent attributable to the period from the beginning of their leases to the date the apartments were rented to other tenants, which amounted to \$307.06 for Mr. Snodgrass and \$223.06 for Mr. VanRonk. Both employees obtained a refund for the balance of the rental period and for the security deposits.

The Disbursing Officer requested an advance decision due to an apparent inconsistency in our decisions concerning reimbursement of unrefundable prepaid lodging expenses forfeited when an employee's temporary duty is unexpectedly shortened. In 51 Comp. Gen. 12 (1971), cited by Mr. Snodgrass and Mr. VanRonk as the basis for their request for reimbursement, a Naval Officer, who was assigned to temporary duty for 4 days, rented a hotel room since there were no facilities at the temporary duty station. In connection with the rental of the room the officer was required to make an advance payment of \$9. He was at the temporary duty station for only 6-1/2 hours when he was recalled to his official duty station. He requested reimbursement of the advance charge since he was unable to obtain a refund. Although payment of per diem was precluded because the officer was absent from his official duty station for less than 10 hours, we allowed reimbursement of the advance charge as an administrative cost since his return to his permanent duty station was occasioned by official need for his services.

By contrast, in Texas C. Ching, B-188924, June 15, 1977, although we also held that a civilian employee whose temporary duty was unexpectedly cut short could be reimbursed the unrefunded rent for a lodging he

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leased on a monthly basis, we stated that reimbursement was to be made by dividing the total rent paid by the total number of days of actual occupancy, so long as the individual daily expenditures calculated on that basis did not exceed the maximum authorized per diem for those days.

In light of these cases, the Disbursing Officer questions whether Mr. Snodgrass and Mr. VanRonk may be reimbursed the total amount of unrefunded rent or whether they may be reimbursed only the prorated amount for the period of time they were at their temporary duty station.

We hold that the employees may be reimbursed the total amount of the unrefunded rent for periods after they vacated the apartments. Our reasoning is as follows.

In 51 Comp. Gen. 12, supra, we allowed reimbursement of the advance hotel charge even though the member was not entitled to per diem since he reasonably and necessarily incurred the expense pursuant to orders and was required to return to his permanent station for official duty. In similar cases involving cancellation of permanent changes of station, we have held that expenses, incurred pursuant to orders and before notification of cancellation, were allowable provided they would have been reimbursable if the transfers had been consummated. B-174051, December 8, 1971; William E. Weir, B-189900, January 3, 1978, and cases cited therein. However, despite the similarity of the facts in the transfer cases to those in the temporary duty cases when lodgings are rented for the period of anticipated temporary duty, we have in the latter permitted only a proration of the lodging costs over the period of actual temporary duty. Ching, supra.

Upon review, we believe the result in the two types of cases should be the same since similar statutes and regulations are involved. In each case the employee has incurred an expense pursuant to orders. In each the employee cannot be reimbursed in the manner contemplated by his orders

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since the orders were cancelled for the benefit of the Government.

Furthermore, Federal Travel Regulations (FPMR 101-7), paragraph 1-1.3a (May 1973), requires an employee to exercise the same care in incurring expenses while traveling on official business as a prudent person would when traveling on personal business. In addition, FTR paragraph 1-7.3d requires an agency to reduce per diem for extended stays when travelers are able to secure lodgings and meals at lower costs. We have held, in Willard R. Gillette, B-183341, May 13, 1975, that the Government is entitled to the benefits of reduced lodgings costs resulting from rental of quarters for an extended period.

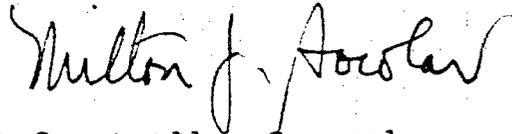
Accordingly, we hold that when an employee has acted reasonably in incurring allowable lodging expenses pursuant to temporary duty travel orders before they have been cancelled for the benefit of the Government and is unable to obtain a refund, reimbursement of the expenses should be allowed to him as a travel expense to the same extent that they would have been if the orders had not been cancelled. The proration method used in Ching and similar cases will no longer be followed.

The determination of whether the employee ~~has~~ acted reasonably in obtaining the accommodations is the responsibility of the agency. Included in this determination should be a consideration of whether the employee sought to obtain a refund of the prepaid rent or otherwise took steps to minimize the costs once the temporary duty was cancelled.

In the instant case the employees were ordered to perform temporary duty for about 40 days away from their permanent duty station. In view of the relatively long period of temporary duty they rented apartments on a monthly basis. We believe that the record before us reflects that the two employees acted reasonably in securing lodgings and minimizing the amount of the

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unrefundable cost for the extended periods, and the vouchers may be paid to reimburse the employees on an actual expense basis as applicable for the days the apartments were occupied and for any unrefunded costs not covered by those payments, if otherwise proper.

A handwritten signature in cursive script, reading "Milton J. Fowler".

For the Comptroller General
of the United States