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DECISION

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

FILE: B-195731

DATE: July 28, 1980

MATTER OF: [Transportation Allowances ^{for} Service
Member's Change of Residence] Incident
to Extension of Assignment

DIGEST:

1. Under the statutory authority of 37 U.S.C. 406(e) (1976), Volume 1 of the Joint Travel Regulations may be amended to allow a service member any necessary drayage and storage of household goods when he experiences an involuntary extension of assignment at a permanent duty station upon completing a training program there, and he is required for reasons beyond his control, such as the refusal of his landlord to renew a lease agreement, to change his residence on the local economy incident to that extension of his assignment.
2. Neither 37 U.S.C. 406(e) nor any other provision of statutory law contains authority which would permit the amendment of Volume 1, Joint Travel Regulations, to allow the drayage of a service member's household goods to a new residence when his duty assignment at a given location is extended, and he then elects solely as a matter of personal preference to move to new living quarters.

This action is in response to a request for a decision submitted by the Assistant Secretary of the Army (Manpower and Reserve Affairs) on the question of whether the provisions of 37 U.S.C. 406(e) (1976) will permit the amendment of Volume 1, Joint Travel Regulations, to allow for the drayage of household goods from one residence to another in situations where a service member is assigned to a permanent duty station for the purpose of participating in a training program, and his assignment at that duty station is involuntarily extended when he completes the period of training. Within certain limitations the regulations may be so amended.

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In the submission it is said that a member of a uniformed service is occasionally given a limited duty assignment to attend a training program for a period in excess of 20 weeks, which is too long to qualify as a temporary duty assignment but too short for long-term relocation. In such circumstances, it is said, the service member concerned may acquire short-term rental accommodations convenient for the assignment. In unusual instances, the member is not reassigned to a different duty station at another location upon the completion of the training program; instead, he is given orders extending his assignment for several additional years at the same duty station where he participated in the training program. When this occurs, it is said, the member may find it either necessary or desirable to change his place of residence in the vicinity of the duty station. However, the Joint Travel Regulations do not currently authorize the move to be accomplished at Government expense, since no permanent change of duty stations is involved, and consequently the member must personally bear the costs of moving his household goods to his new residence.

A case in point is described in the submission to illustrate the problem. It is indicated that in 1978 an officer was assigned to a 1-year training assignment at the Pentagon to participate in a program of the Air Force Institute of Technology. He rented a small condominium apartment under a 1-year lease in the Washington, D.C. area in contemplation of his reassignment to another location after he completed the training program. However, upon completing the 1-year program in 1979 he was not reassigned to a different duty station, but was instead given orders for a 4-year controlled tour of duty at the Pentagon. He was unable to extend the lease on the condominium apartment he had rented except on a limited short-term basis because of the owner's plans to reoccupy or sell the unit, and it is indicated that for this reason he was required to move to another residence in the Washington, D.C. area. It is suggested that the necessary movement of household effects to the new residence results in an unreasonable financial hardship

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on the officer due to circumstances beyond his control. It is also suggested that even if the officer had not been compelled to move because of the loss of his lease or other circumstances beyond his control he might reasonably in any event have wanted to move to bigger or more desirable living quarters as a matter of personal preference or convenience.

In the submission it is noted that the statutory provisions of 37 U.S.C. 406(e) authorize the drayage of household goods from one residence to another in "unusual" circumstances when orders directing a change of station have not been issued. It is said that extensions of duty by reassignment from training to permanent duty without change of station, such as the one in the case described, occur infrequently and generally because of special abilities or outstanding performance of duty by the member concerned. Thus, a question has arisen as to whether the circumstances may be considered "unusual" in the sense of 37 U.S.C. 406(e), and whether Volume 1 of the Joint Travel Regulations may therefore be amended to allow payment of the member's expenses of packing and drayage for the relocation of his household effects to another residence if he finds it to be either necessary or desirable to move to new living quarters when his assignment at a permanent duty station is extended upon his completion of a training program there.

Section 406 of title 37, United States Code, provides that a member of a uniformed service who is ordered to make a change of permanent station is entitled to transportation of household effects, including packing, crating, drayage, temporary storage and unpacking. As an exception to the orders requirement, subsection (e) of section 406 authorizes the movement of household effects without regard to the issuance of orders directing a change of station "under unusual or emergency circumstances, including those in which * * * the member is serving on permanent duty outside the United States * * *." Administrative directives issued under the statutory authority of 37 U.S.C. 406 are contained in Volume 1 of the Joint Travel Regulations.

Involuntary extension of a service member's tour of duty at a duty station outside the United States was viewed by our Office in 51 Comp. Gen. 17 (1971) as a circumstance of an "unusual" nature within the contemplation of 37 U.S.C. 406(e) since it was the usual practice to rotate such members back to the United States. The specific situation considered in that decision involved an officer whose tour of duty at Ottawa, Canada, had been involuntarily extended, and who was then required to change his residence at Ottawa because he was unable to obtain a concurrent extension of the lease on the house he was renting at the time.

On the basis of our decision in 51 Comp. Gen. 17, supra, paragraph M8311 was added to Volume 1 of the Joint Travel Regulations by change number 225 to those regulations, dated October 1, 1971. Paragraph M8311 currently provides as follows:

"M8311 DRAYAGE AND STORAGE INCIDENT
TO INVOLUNTARY EXTENSION OF
TOUR OF DUTY

"A member is entitled to any necessary drayage and storage of household goods without regard to prescribed weight allowance, when the tour of duty at a location outside the United States is involuntarily extended and the member is required for reasons beyond control, such as refusal of landlord to renew lease agreement, to change residences on the local economy. The member is entitled to:

- "1. drayage of household goods to other local economy quarters;
- "2. nontemporary storage of household goods (including necessary packing, crating, and drayage to the non-temporary storage facility) until a date not later than the effective date of subsequent permanent change-of-station orders;

- "3. drayage from nontemporary storage, including necessary unpacking and uncrating, when, during the extended tour, the member relocates to other local economy quarters."

That paragraph pertains only to a service member stationed outside the United States. The statutory provisions of 37 U.S.C. 406(e) authorize the movement of a member's household effects without regard to issuance of permanent change-of-station orders in unusual circumstances "including" those in which the member is stationed "outside the United States," but that statutory language does not thereby necessarily limit or restrict the application of the law to situations arising solely outside the United States. Hence, we have held that 37 U.S.C. 406(e) also authorizes the drayage of a member's household effects in "unusual" circumstances arising at duty stations within the United States as well. See 52 Comp. Gen. 769, 772 (1973).

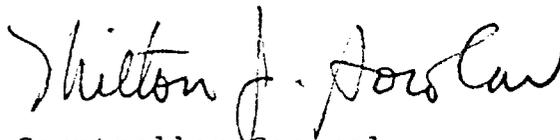
There does not appear to be any compelling reason to make a distinction between service members stationed outside or inside the United States in situations of this nature involving the involuntary and unusual extension of a duty assignment. Since it is indicated that it is, in fact, "unusual" for members to be given involuntary extensions of assignments at training sites in the United States, it is our view that Volume 1 of the Joint Travel Regulations may properly be amended to allow a service member any necessary drayage and storage of household goods when he experiences an involuntary extension of assignment at a permanent duty station upon completing a training program there, and he is required for reasons beyond his control, such as the refusal of his landlord to renew a lease agreement, to change his residence on the local economy.

However, we reaffirm our longstanding view that the term "unusual or emergency circumstances" as used in 37 U.S.C. 406(e) refers to conditions of a general nature incident to military operations or military needs, and not to conditions or needs of a personal nature. See

38 Comp. Gen. 28 (1958); 45 id. 159 (1965); 45 id. 208 (1965); 49 id. 821 (1970); and 57 id. 266 (1978). Hence, it remains our view that the Joint Travel Regulations may not properly be amended to authorize drayage of a member's household effects to a new residence when his assignment at his permanent duty station is extended if that extension is voluntary, or if the change of residence is merely a matter of personal convenience, preference, or desire. Compare 52 Comp. Gen. 293 (1972). Thus, if a service member is permanently reassigned to a new duty station to participate in a training program, and his assignment at that duty station is extended upon his completion of the training program, drayage of his household effects to another residence at the time of the extension could not properly be authorized simply on the basis of his personal desire to move to bigger or better living quarters. Rather, drayage could properly be authorized by regulation only if the member's assignment is involuntarily extended, and he is compelled by necessity to move to another residence incident to the extension of his assignment.

In conclusion, Volume 1 of the Joint Travel Regulations may be amended to authorize a service member any necessary drayage and storage of household goods when his tour of duty at a location in the United States is involuntarily extended upon his completion of a training program at that location, and he is required for reasons beyond his control, such as the refusal of his landlord to renew a lease agreement, to change his residence on the local economy. However, the regulations may not be amended to authorize drayage of a service member's household goods to a new residence when his duty assignment at a given location is extended, and he then elects solely as a matter of personal preference to move to new living quarters.

The question presented in the submission is answered accordingly.



For The Comptroller General
of the United States