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DECISION

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

FILE: B-213777 **DATE:** June 3, 1985

MATTER OF: Richard E. Garofalo - Lodging Expenses - Documentation

DIGEST:

> An employee, who performed temporary duty travel, asserted a claim for lodging expenses incident to that travel. That claim was denied by GAO in B-213777, October 2, 1984, since Federal Travel Regulations para. 1-8.5 required documentation of the incurrence of lodging expenses, and documents submitted were inconsistent, incomplete, and did not convincingly support claim. On reclaim, the earlier denial is sustained. The additional information submitted does not demonstrate that the individual who provided lodging to the employee received payment, or the amount thereof.

This decision is in response to an appeal from Mr. Richard E. Garofalo. He is requesting further consideration of his claim for reimbursement of lodging expenses incurred by him incident to temporary duty performed in Newport, Rhode Island, during the period October 22, 1981, to January 22, 1982. For the reasons set forth below, the disallowance of Mr. Garofalo's claim is sustained.

Mr. Garofalo's claim was the subject of our decision B-213777, October 2, 1984, which denied him reimbursement of his lodging expenses. That denial was based on a finding that the documents submitted by him to support his claim were internally inconsistent and incomplete and that there was no direct evidence to establish that the real estate agent to whom he made payment represented the owner of the residence where he stayed while on temporary duty.

In brief recapitulation, the facts reported were that prior to October 1981, Mr. Garofalo's duty station was Newport, Rhode Island. He reported that during the latter part of that time he was occupying quarters at 21 Coddington Wharf. In October 1981, he was transferred to West Palm Beach, Florida. On October 22, 1981, he was sent on

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temporary duty travel back to Newport and elsewhere until January 22, 1982, at which time he returned to West Palm Beach, then his permanent duty station.

Mr. Garofalo reported that during his temporary duty stay in Newport he again occupied quarters at 21 Coddington Wharf. Since he was there in a travel status and the Federal Travel Regulations require documentation of the incurrence of certain expenses, such as lodging costs, he executed a lease in order to formalize the arrangement. However, instead of executing a lease directly with the owner of 21 Coddington Wharf, with whom he apparently had dealt directly in the past, he made his arrangement through a representative of a real estate agency.

In our examination of the documents provided by Mr. Garofalo in support of his claim, we noted that while his lodging expense claim was for $1,200, the receipts given him by the real estate agency only totaled $1,140, the copies of his checks payable to the real estate agency only totaled $920, and on further comparison, the receipts and the checks contained divergent dates. In addition, there was no direct evidence that the real estate agency represented the owner of 21 Coddington Wharf, the provider of the quarters.

In his reclaim, Mr. Garofalo contends that the discrepancy as to the amount was a result of the fact that he made cash payments totalling $400, which when added to the sum of the checks, totaled $1,320. However, he states that he is not claiming the amount in excess of $1,200 because $100 of it represented a duplicate rent payment and the other $20 was payment of a tip.

The explanation given tends to fill in one of the gaps in the record; however, it does not explain why the receipts given by the real estate agency totaled less than Mr. Garofalo claims that he paid. Further, nothing presented in the reclaim documents establishes that the real estate company was the authorized representative of the owner of 21 Coddington Wharf, the provider of the quarters.

The concept behind reimbursing an individual for expenses incurred while performing travel on Government business, is the recognition that such an individual will incur expenses, which but for the travel, he would not otherwise have incurred. Notwithstanding that, not all expenses incurred are reimbursable. Only those expenses established by regulation as necessary and appropriate are reimbursable, with the added requirement that receipts for certain expenses, such as lodging, must be obtained. See para. 1-8.5 of the Federal Travel Regulations, FPMR 101-7 (September 1981) incorp. by ref., 41 C.F.R. § 101-7.003 (1983) (FTR).

Ordinarily, when an individual uses commercial quarters, a receipt is given by the provider of those quarters showing the charges made. The inference created by the existence of the receipt is that payment was received by the provider. However, no such inference arises when a receipt is given by a third party which merely purports to be given on behalf of the service provider. In this regard, the investigation report made by the Naval Investigative Service relates that when the owner of 21 Coddington Wharf was interviewed, she stated she knew nothing about Mr. Garofalo's lease arrangement with the real estate agent. The inference inherent in such a statement is that she did not authorize the real estate agent to act on her behalf. There is nothing in the file which rebuts such an inference.

We do not question that Mr. Garofalo paid money to the real estate agent. However, since the focus of FTR para. 1-8.5 is on reimbursement of expenses incurred for goods and services provided incident to government travel, then in the absence of a showing that the provider of Mr. Garofalo's quarters in Newport received payment and the amount thereof, we cannot accept that the payment made by Mr. Garofalo constituted a proper lodging expense payment for reimbursement purposes.

Accordingly, the action taken in decision B-213777, October 2, 1984, denying Mr. Garofalo's claim for lodging expenses, is sustained.

for Milton J. Socolar
Comptroller General
of the United States