

Fitzgerald



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Kevin J. Love - Lease Termination Expenses at
Temporary Quarters at New Duty Station
File: B-222150

Date: August 22, 1986

DIGEST

U.S. Customs Service employee who twice incurred lease termination expenses at temporary quarters at his new duty station may be reimbursed up to the maximum miscellaneous expense allowance since the employee acted prudently in entering the leases and the forfeitures were caused by necessary temporary duty assignments that were scheduled by the agency.

DECISION

This decision responds to a request from Mr. Thomas E. Garrison, Chief of the Travel Section, National Finance Center, U.S. Customs Service, dated February 6, 1986. The request concerns the reimbursement of Mr. Kevin J. Love, a Customs Service employee, for the expenses of lease termination at temporary quarters at the new duty station that were caused by necessary temporary duty (TDY) assignments.

The record shows that on July 9, 1984, Mr. Love was transferred from Miami, Florida, to Reston, Virginia, where he entered into a 1-month lease for authorized temporary quarters. Eight days later Mr. Love was assigned TDY in Glynco, Georgia, for training. Upon his return to Reston in October 1984, Mr. Love entered into a second lease for authorized temporary quarters. Three days later Mr. Love was again sent on TDY to Miami where he apparently remained until February 1985. In each instance, he incurred lease breaking expenses.

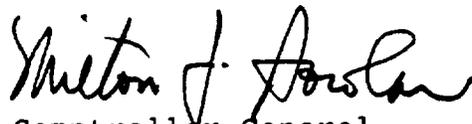
Although forfeited real estate deposits may not be claimed as real estate expenses, we have held that they may be claimed as miscellaneous expenses under title 5, section 5724a(b), United States Code. See Marvin K. Eilts, 63 Comp. Gen. 93 (1983), and 55 Comp. Gen. 628 (1976). In both cases the employee had acted prudently and the expenses were caused by official actions that were unforeseen.

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When Mr. Love transferred from Miami to Reston, he knew that he would eventually be assigned TDY to Glynco but he was told that classes were full and led to believe the assignment would not begin in the near future. However, the day after he reported for duty at Reston and had signed a 30-day lease, he was informed that the training would begin the following week. When Mr. Love returned from Glynco, he again leased temporary quarters. Three days later, he was informed that he would be going on a TDY assignment to Miami. He explained his predicament, but he was the only employee available for the assignment. Under these circumstances, it is our view that Mr. Love acted prudently when entering into 1-month leases for authorized temporary quarters at his new duty station.

The record supports the conclusion that both of Mr. Love's TDY assignments were caused by governmental necessity and could not be rescheduled. The necessity of the first assignment is shown by the Customs Directive, dated January 10, 1984, requiring all Customs officials exercising enforcement authority to first complete mandatory training courses. The necessity of the second assignment is shown by the statement of his supervisor that Mr. Love was the only agent in the office who could go on the Miami assignment.

For these reasons, Mr. Love may be reimbursed up to the maximum miscellaneous expense allowance as provided for in the Federal Travel Regulations, paragraph 2-3 (Supp. 4, Aug. 23, 1982).

for 
Comptroller General
of the United States