



**The Comptroller General  
of the United States**

Washington, D.C. 20548

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## Decision

Matter of: Saundra J. Samuels - Temporary Quarters Expenses  
File: B-226015  
Date: April 25, 1988

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### DIGEST

1. An employee, who transferred to a new duty station, occupied a motel room as temporary quarters for a 2-week period. The employee then executed a 1-year lease agreement on an apartment on July 12 and on the same date, moved her household goods into the apartment. The execution of a 1-year lease on the apartment and movement of her household effects into the dwelling manifest an intent on her part to occupy the apartment on other than a temporary basis. Therefore, the employee is not entitled to reimbursement of temporary quarters subsistence expenses after she occupied the apartment.

2. An employee, who transferred to a new duty station, was given an advance of travel funds which included funds for temporary quarters subsistence expenses. The employee is not entitled to reimbursement of temporary quarters subsistence expenses for the 45-day period after she had executed a 1-year lease on an apartment and moved her household goods into the dwelling. Furthermore, her indebtedness did not arise as a result of an erroneous authorization for temporary quarters expenses. Therefore, her indebtedness does not constitute an erroneous payment which might be subject to waiver consideration under 5 U.S.C. § 5584 (Supp. III 1985).

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### DECISION

This decision is in response to a request from Mr. Walter W. Pleines, Director, Division of Finance, Social Security Administration (SSA), Department of Health and Human Services, for a decision as to whether a travel voucher submitted by Ms. Saundra J. Samuels may be certified for payment. Her claim is for reimbursement of temporary quarters subsistence expenses incident to a permanent change of official station. For the reasons stated below,

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we conclude that temporary quarters expenses for the period of time she occupied her apartment may not be paid.

#### BACKGROUND

Ms. Samuels was authorized a permanent change of station from Palm Bay, Florida, to Baltimore, Maryland, and she reported for duty on June 30, 1986. She occupied a motel room in Baltimore from June 27 through July 11, and on July 12, she executed a 1-year lease agreement on an apartment and moved her household goods into that apartment. The agency paid temporary quarters allowances to Ms. Samuels from June 27 through July 11 but did not allow payment during the remaining period, July 12 through August 25, when Ms. Samuels occupied her apartment. The disallowance by the agency was based upon the prior decisions of this Office which hold that the execution of a 1-year lease and movement of household effects into a dwelling manifest an intent on the part of the employee to occupy the dwelling on other than a temporary basis.

Ms. Samuels states that she rented the apartment on a temporary basis for 1 year because she was assigned to work a temporary job at SSA in Baltimore. Ms. Samuels reports that at no time was she provided with any details explaining her responsibility to sign only certain types of leases or of any limitations regarding the use of her household goods. She feels that it was the responsibility of SSA to advise her of the rules and her rights and responsibilities in relocating her residence. She concludes that the agency was at fault in failing to render such advice and determining, at a subsequent date, her intent in occupying an apartment on a temporary versus a permanent basis.

The SSA has informally advised our Office that Ms. Samuels was, in fact, given a temporary appointment as a Social Insurance Specialist for a period not to exceed 1 year and that she was subsequently assigned to a permanent position.

#### OPINION

The payment of temporary quarters expenses is governed by the provisions of 5 U.S.C. § 5742a(a)(3) (1982) and the implementing regulations contained in chapter 2, part 5, of the Federal Travel Regulations (FTR), incorp. by ref., 41 C.F.R. § 101-7.003 (1986). Paragraph 2-5.2c, Supp. 4, effective Oct. 1, 1982, permits payment of temporary quarters subsistence expenses when the temporary quarters occupied ultimately become the employee's permanent residence if the employee can establish to the agency's satisfaction that the original intent was to occupy the

quarters temporarily. The period of eligibility for reimbursement of temporary quarters terminates when the employee or any member of his or her immediate family occupies permanent residence quarters. FTR para. 2-5.2f.

This Office has consistently held that a determination as to what constitutes temporary quarters is not susceptible of any precise definition, and any such determination must be based upon the facts and circumstances involved in each case. With reference to the facts in the present case, we have held that, generally, the execution of a 1-year lease by an employee on a dwelling at his or her new duty station is a clear indication that the employee intends to occupy the rented quarters on other than a temporary basis. Johnny M. Jones, 63 Comp. Gen. 531 (1984), affirmed, B-215228, Apr. 12, 1985; Richard W. Coon, B-194880, Jan. 9, 1980. Further, where an employee moves his or her household goods into a dwelling at the time it is leased, that action is a further indication that the employee intends to occupy the dwelling on a permanent basis. Myroslaw J. Yuschishin, B-194073, June 18, 1979.

In this case, Ms. Samuels executed a 1-year lease on an apartment on July 12 and, on the same date, moved her household effects into the apartment. Clearly, these actions on her part manifest an intent to occupy the apartment on a permanent basis. We would point out that this Office has recognized that the rental of an apartment by an employee on a month-to-month basis is a factor that tends to demonstrate an intent to occupy the apartment on a temporary basis. See Charles J. Wilson, B-187622, June 13, 1977.

We have considered Ms. Samuels' contention that, initially, she was given a temporary appointment and therefore rented an apartment on a temporary basis for 1 year. However, the length of her appointment has no effect on whether or not the rental of the apartment constitutes temporary or permanent quarters under para. 2-5.2c of the FTR. For the reasons set forth above, we conclude that Ms. Samuels is not entitled to reimbursement of temporary quarters expenses during the period from July 12 through August 25, 1986. The voucher may not be certified for payment.

Finally, we note that Ms. Samuels received a travel advance in the amount of \$2,922 in connection with her transfer, but she was denied reimbursement for that portion of her claim for temporary quarters expenses beginning on July 12, 1986 (approximately \$1,440). Upon settlement of her relocation expense vouchers, there remained an outstanding balance of \$942.48 due to the government.

Although overpayments of travel and relocation expenses are now subject to waiver<sup>1/</sup>, we conclude that the indebtedness in Ms. Samuels' case may not be considered for waiver. There is nothing to indicate that she was erroneously authorized these relocation expenses or that she was erroneously advanced money for her relocation travel expenses. Rather, her indebtedness resulted from the fact that she may not be reimbursed for a portion of her temporary quarters subsistence expenses under the applicable law and regulations governing entitlement to those relocation benefits. We do not believe that the indebtedness which arose out of this situation constitutes an "erroneous payment" which might be subject to waiver under 5 U.S.C. § 5584, as amended. Therefore, Ms. Samuels must repay the remaining balance of her travel advance.



Acting Comptroller General  
of the United States

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<sup>1/</sup> See Public Law 99-224, 99 Stat. 1741-1742 (1985),  
5 U.S.C. § 5584 (Supp. III 1985).