



Comptroller General
of the United States
Washington, D.C. 20548

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Decision

Matter of: Major Ronald W. Giddens, USA - Claim for Reimbursement of Expenses Incurred due to Cancellation of Orders

File: B-256298

Date: July 18, 1994

DIGEST

A member who was living in government quarters with his family received permanent change of station orders and, so that his family could remain in the area, he immediately leased a house and paid a security deposit and rent. The orders were then revoked, however, and the member remained in government quarters at the same duty station. Claim for reimbursement for the security deposit and rent, neither of which the landlord refunded, is denied since there is no provision in the law or applicable regulations that would allow payment.

DECISION

This is in response to an appeal of a Claims Group settlement denying the claim of Army Major Ronald W. Giddens for reimbursement of expenses he incurred when he terminated a lease agreement after his permanent change of station orders were revoked. We affirm the Claims Group's settlement.

On July 8, 1992, Major Giddens, who was living in government quarters at Fort Leavenworth, Kansas, received orders transferring him to Fort Polk, Louisiana, with a reporting date of August 24. Because Major Giddens' family could not remain in government quarters at Fort Leavenworth after his departure, Major Giddens leased a house for them so that his daughter could graduate from Leavenworth High School the next spring. Major Giddens paid a security deposit of \$750 plus an initial payment of rent for the second half of July 1992. On July 28, 1992, Major Giddens learned that his orders were to be revoked and that he would remain at Fort Leavenworth. Major Giddens notified the landlord the next day that his family would not need the house he had rented, but was unable to obtain a refund of the amounts already paid. Major Giddens and his family remained in government

quarters. Major Giddens seeks reimbursement of the security deposit and rent he paid.

There is no provision in applicable law or the Joint Federal Travel Regulations that would allow reimbursement of a security deposit or rent in Major Giddens' situation. See Technical Sergeant Gary K. Zahrt, USAF, B-205403, Jan. 8, 1982. Major Giddens' decision to lease a house for his family immediately upon receipt of the orders, with the attendant payment of a security deposit, was of a personal nature not related to his military duties. Major Giddens' decision to pay rent for part of the month of July likewise was a personal one, for which reimbursement is not available, particularly since Major Giddens and his family were provided government quarters and occupied them during the time in question.

While it is unfortunate that Major Giddens incurred expenses under orders that were revoked, his claim must be denied.

Robert P. Murphy
Acting General Counsel