



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Patricia L. Alcock—Relocation—Reimbursement for Dual Lodgings;
ATM Fees

File: B-260326

Date: August 22, 1995

DIGEST

1. An employee occupying temporary quarters incident to her transfer incurred dual lodging costs for the same period because she chose to leave those quarters and occupy other quarters because, she said, the first quarters were infested with roaches. She claimed reimbursement both for the unused term of the abandoned lodgings which the landlord refused to refund and for the second quarters through the end of the authorized 30-day period of temporary quarters. Employees may be reimbursed for unused lodgings when the employee must abandon the lodgings because of circumstances beyond the employee's control. However, the determination of whether it was necessary to abandon the lodgings is a matter within the agency's discretion to determine. In this case, the agency had not approved the abandonment, and the agency noted that the landlord had the apartment fumigated and that the landlord stated that the apartment was pest free. Upon review of the record, the General Accounting Office concludes that the agency's determination is not unreasonable, and finds no basis for setting it aside.

2. An employee staying in temporary quarters incident to a transfer used an agency-issued charge card to make an unauthorized cash withdrawal and claimed reimbursement for the transaction fee. The Federal Travel Regulation prohibits employees from making any cash withdrawals unless authorized to do so, and prohibits cash withdrawals that exceed the limit on the cash advance authorized the employee. In this case, the agency has refused to approve the withdrawal because the employee already had received her full cash advance covering the time period in question. The agency's disallowance of the employee's claim for the transaction fee is sustained.

DECISION

An authorized official of the Food and Drug Administration (FDA)¹ requests an advance decision on whether payment should be made on Ms. Patricia L. Alcock's claims for lodgings expenses and an ATM withdrawal fee incurred incident to Ms. Alcock's permanent change-of-station in March 1994 from Newark, New Jersey to San Juan, Puerto Rico. The agency's disallowance of the claims is sustained.

BACKGROUND

Incident to her transfer, Ms. Alcock obtained temporary quarters in a beach-front apartment from San Juan Vacation Rentals at a rate of \$1,275 for 30 days. Before traveling to San Juan, Ms. Alcock paid a deposit of \$450 and signed a lease for the period March 3 to April 3, 1994. Upon her arrival on March 5, 1994, she paid the balance of the monthly rate. On March 7, Ms. Alcock reported to the rental agent that the apartment had a roach problem and asked to be moved. She was told that she could not be moved because the apartment complex was filled to capacity. She later complained several times to the agent that her apartment was infested with roaches. The agent twice had exterminators fumigate the apartment as a result of her complaints during her 2-week occupancy, and stated that her apartment had also been fumigated the day before she arrived. According to the agent, the exterminator assured the agent that the apartment was pest free.

Ms. Alcock remained dissatisfied with the apartment and relocated to another apartment on March 14. She states she remained in the second apartment for a month at a cost of \$2,050. She includes in her claim the portion of the cost of the second apartment covering the period from March 14 until April 2, the date on which her 30-day allowance terminated. However, no documentation of the second apartment or its cost appears in the record.

San Juan Vacation Rentals refused to return the unused portion of the pre-paid rent on Ms. Alcock's first apartment. Consequently, Ms. Alcock incurred double lodging expenses for the period from March 14 until April 2.

To pay the deposit required for her second apartment, Ms. Alcock used her agency-issued American Express card to make a cash withdrawal of \$1,000. She states that she did so because she did not receive her travel advance in time to pay the deposit. The agency advised us, however, that it deposited an advance of \$8,064 in Ms. Alcock's savings account on March 1, prior to her arrival in San Juan. This was the full amount of the advance authorized incident to her transfer. However,

¹Chief, Accounting Branch, FDA, Rockville, Maryland.

Ms. Alcock apparently did not transfer the funds into her checking account in time to make the second rental deposit.

Subsequently, Ms. Alcock submitted lodging claims for the full amount she paid San Juan Rentals and for the portion of the rent she paid for the second apartment through April 2. She also has claimed the 2.75 percent transaction fee charged by American Express for the cash withdrawal, which was charged to her directly and which she has paid. The agency disallowed the lodgings expenses for the second apartment because, in the view of the agency officials who reviewed her claims, Ms. Alcock left the first apartment at her own discretion (apparently without the agency's approval). The agency also disallowed the ATM fee because Ms. Alcock already had received a full advance for the time period in question.

OPINION

Dual Lodging Expenses

When an employee authorized temporary quarters subsistence expenses (TQSE) incident to a transfer is unable to occupy lodgings because of conditions beyond the employee's control, the employee may be reimbursed the expenses incurred for the unoccupied lodgings as temporary quarters subsistence expenses, provided the agency determines that the employee acted reasonably in incurring the expenses. Paul B. Thibault, 69 Comp. Gen. 72 (1989). Whether the circumstances resulting in the dual lodging costs are beyond the employee's control is primarily a matter for determination by the agency. Carlos Mitchell, B-257670, Jan. 10, 1995.²

In this case, the agency determined that Ms. Alcock exercised her own discretion when she decided to move into another apartment, rather than at the direction or with the approval of the agency, and declined to pay the dual expenses. The agency's decision is supported in the record by statements from the rental agent that the apartment had been fumigated and inspected for pests. We have no basis to set aside the agency's determination. Accordingly, we hold Ms. Alcock may not be reimbursed for dual lodging.³

²Although Mitchell, involved an employee on a temporary duty (TDY) assignment, in Thibault, we noted that the principles applicable to the reimbursement for dual lodgings for employees on TDY assignments apply as well to employees incurring temporary quarters subsistence expenses incident to a transfer.

³We note that, as we understand the record, the agency has not used the correct method for calculating the amount of this reimbursement. The method used by the agency is not based on the expenses the employee actually incurred for lodging, as
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ATM Withdrawal Fee

Regulations authorizing agencies to establish ATM programs allowing employees to use charge cards are set out in FTR Subpart C, Chapter 301-15.40, et seq. We infer from the record that the FDA has established such a program and issued Ms. Alcock's charge card according to these regulations.

Agency-issued charge cards may be used "only to charge expenses incurred in conjunction with official travel or to obtain authorized ATM cash withdrawals." FTR § 301-15.44(c). Elsewhere, the FTR provides, "An employee may not withdraw any amount unless authorized to do so." FTR § 301-15.47. This same regulation prohibits withdrawals in excess of the amount of the advance that has been authorized. Id.

In this case, the agency refused to approve the ATM transaction because Ms. Alcock had already received the full cash advance that she had been authorized to receive. Since the transaction for which Ms. Alcock seeks reimbursement was not authorized, the agency properly denied that portion of her claim.

Therefore, the agency's denial of Ms. Alcock's claims is sustained.

/s/James F. Hinchman
for Robert P. Murphy
General Counsel

³(...continued)
required by Federal Travel Regulation (FTR) § 302-5.4(a). According to the record, the agency allowed Ms. Alcock the full amount she paid San Juan Vacation Rentals for the first apartment, and simply disallowed her claims for her second apartment. Instead, the agency should determine the actual daily lodging costs Ms. Alcock incurred for each of the 30 days for which she was authorized TQSE. See Thomas H. Dega, B-247061, May 6, 1992. In this case, the daily rate for the time spent in the first apartment is \$57.50 (\$1,275 monthly rate divided by 30 days). Ms. Alcock should be reimbursed that amount for the nights she occupied that apartment. The agency should then make a similar calculation for the second apartment, assuming the necessary documentation is available, and reimburse Ms. Alcock the actual daily rate for the nights she occupied that apartment.