

DECISION



THE COMPTROLLER GENERAL OF THE UNITED STATES

WASHINGTON, D. C. 20548

FILE:

B-182597

DATE: NOV 24 1975

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MATTER OF:

Joseph W. Finley - Extension of Settlement Date
for Sale of House

DIGEST:

Employee seeking extension of settlement date limitation for house sale, under BOB Circular No. A-56 (Revised June 1969), which at that time (1970) required that an employee enter into a contract of sale or purchase within 1 year after transfer, must include a copy of that contract with the request for extension and the claim for reimbursement. Statement of supervisor as to date of contract is not sufficient, and neither extension of time nor claim may be allowed on that basis.

This matter is before us on a request for reconsideration of Settlement Certificate Z-2513687, issued August 29, 1974, by our Transportation and Claims Division, in which Mr. Joseph W. Finley's claim for reimbursement of real estate expenses was disallowed.

Under the authority of Federal Aviation Administration (FAA) Travel Order No. 32774-1, dated July 22, 1969, Mr. Finley was transferred from Jacksonville, Florida, to Melbourne, Florida, reporting there on July 25, 1969. According to the materials originally submitted to this Office, Mr. Finley executed a contract to sell his residence at his former duty station on November 9, 1970, with settlement taking place on December 4, 1970. However, a copy of the sales contract was not included with the submission.

Under the regulations in force at that time, Bureau of the Budget (BOB) Circular No. A-56 (Revised June 1969), the 1-year settlement date limitation could be extended for an additional year if a contract of sale or purchase was entered into within the first year. Our Transportation and Claims Division disallowed Mr. Finley's claim because he had not entered into a contract within 1 year after he was transferred. With his request for reconsideration, Mr. Finley submitted a carbon copy of a short statement, typed on a plain piece of paper, and signed by "Dan Brown, Jr., Chief, Melbourne Tower," stating that Mr. Finley had entered into a contract to sell his home in February 1970. No copy of the contract was included with the resubmission.

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Section 4.1e of BOB Circular No. A-56, in effect at the time of the transfer provided, in pertinent part, that:

"e. The settlement dates for the sale and purchase or lease termination transactions for which reimbursement is requested are not later than one (initial) year after the date on which the employee reported for duty at the new official station, except that * * * (2) an additional period of time not in excess of one year may be authorized or approved by the head of the agency or his designee when he determines that circumstances justifying the exception exist which precluded settlement within the initial one-year period of the sale/purchase contracts or lease termination arrangement entered into in good faith by the employee within the initial one-year period. The circumstances which are determined by the head of the agency or his designee to justify the exception under (2) above shall be set forth in writing."

Section 4.3a of BOB Circular No. A-56 required that the sales agreement must be submitted in support of a claim for reimbursement of real estate expenses.

Clearly, the disallowance of Mr. Finley's claim must be sustained, since he did not submit a copy of the contract of sale that he allegedly signed in February 1970. The statement of the employee's supervisor as to the date of the contract of sale does not satisfy the applicable requirement of section 4.3a of BOB Circular No. A-56 that the contract itself must be submitted with the claim for reimbursement. Therefore, we sustain the disallowance of Mr. Finley's claim for reimbursement of real estate expenses.

R.F. KELLER

Deputy Comptroller General
of the United States