

**DECISION**



*J H Kirkpatrick, P.M.*  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548**

**7989**

**FILE: B-192026**

**DATE: October 11, 1978**

**MATTER OF: Stuart Weisberg - Travel Expenses - Apartment  
Security Deposit**

**DIGEST:** Although employee could anticipate forfeiting \$150 security deposit under a 6-month apartment lease because his temporary duty was scheduled to end before expiration of the lease, his lodging arrangements for temporary duty were reasonable and prudent. The security deposit was necessary to obtain a rental rate substantially less than rates quoted for a hotel or motel. The apartment management did not regard the termination as a violation of the lease. Consequently, the security deposit may be reimbursed.

This decision responds to a request from Dorothy S. Wells, Authorized Certifying Officer, National Labor Relations Board, concerning reimbursement of an apartment security deposit as an item of actual subsistence expense claimed by Mr. Stuart Weisberg, an employee of the Board.

The specific question for decision is whether Mr. Weisberg may be reimbursed for the cost of the security deposit on the basis that he exercised the same care in incurring expenses that a prudent person would exercise if traveling on personal business, as provided in paragraph 1-1.3a of the Federal Travel Regulations (FPMR, May 1973).

Incident to temporary duty on an actual subsistence expense basis in Los Angeles, California, Mr. Weisberg, on May 1, 1977, rented an apartment under a 6-month lease, although he expected his temporary duty to continue for a lesser period. He paid a security deposit of \$150 which he expected to forfeit because the lease agreement provided that the deposit would be returned only if he complied with the lease provisions, and he anticipated terminating the lease before the expiration of the 6-month term. Forfeiture of the security deposit was anticipated since temporary duty was authorized for only 60 days when the 6-month lease was signed, although extensions to 120 days were later granted. Mr. Weisberg evidently entered into this arrangement because the apartment management permitted shortening of the lease period without demanding more than forfeiture of the security deposit. According to him, the apartment was cheaper, closer to his workplace, and more homelike than a motel or hotel quoting daily rates of \$22 and \$30. Mr. Weisberg did in fact prematurely terminate the lease after approximately 4 months (123 days) when his temporary duty ended. Consequently, he forfeited the security deposit.

B-192026

In Willard R. Gillete, B-183341, May 13, 1975, we held that an employee authorized actual subsistence who rented lodgings at a low-cost 30-day rate may be reimbursed the entire cost, even though he was on temporary duty only 22 days. Since the 30-day rental resulted in a cost advantage to the Government as compared to the higher cost for 22 days at a daily rate, we found that the employee's housing arrangement was reasonable and prudent under FTR 1-1.3a.

Mr. Weisberg's lease arrangement resulted in a cost advantage to the Government because the moderate rental, plus the security deposit prorated over the 123 days of his apartment occupancy, amounted to a total cost of only \$11.55 per day. In this connection, Mr. Weisberg's travel orders authorized actual subsistence expenses not to exceed \$40 per day. We have considered that, at the time the apartment was rented, Mr. Weisberg was on notice that his temporary duty would not last 6 months, since his original travel orders authorized temporary duty of only 60 days. However, even if the temporary duty had been limited to 60 days without extension, the daily apartment rental, including the security deposit, would have been only \$12.50. This amount compares favorably with motel and hotel rates quoted to Mr. Weisberg at \$22 and \$30 daily. The security deposit was necessary to obtain the moderate apartment rental.

With respect to Mr. Weisberg's termination of the lease before it expired, the management office of the apartments informed us that its business practice was to permit such terminations without regarding the lease provisions to have been violated and without demanding rent for the unexpired portion of the lease term. Mr. Weisberg, therefore, acted in a lawful manner in obtaining a cost advantage for the Government.

We conclude that Mr. Weisberg's housing arrangements were in the Government's interest and were reasonable and prudent. Accordingly, the voucher reclaiming the security deposit may be certified for payment.

  
Deputy Comptroller General  
of the United States