

Reidinger, Pers. II

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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

[Claim for Cost of Shipping Household Goods]

FILE: B-198936

DATE: January 6, 1981

MATTER OF: Louis W. Dampier, MAC, USNFR

- DIGEST:
1. A Navy member stationed in Puerto Rico and entitled to home of selection transportation of household goods was detached from Puerto Rico and sent on temporary duty to Naval Training Center, Orlando, Florida, pending transfer to the Fleet Reserve. His household goods were shipped to nontemporary storage in Jacksonville, Florida, incident to his transfer to Orlando. Within 1 year after transfer to Fleet Reserve, member chose Puerto Rico as home of selection and had goods timely shipped from nontemporary storage to that location. Under Volume 1, Joint Travel Regulations, the costs of movement and storage of goods within member's authorized weight allowance until arrival at home of selection are to be borne by the Government.
 2. A Navy member entitled to home of selection transportation of household goods following transfer to Fleet Reserve, has goods timely shipped from nontemporary storage to home of selection location, but was denied temporary storage at that latter location by the receiving transportation officer. Member claims right to temporary storage of goods at home of selection at Government expense. Para. 8260-3 of Volume 1, Joint Travel Regulations, authorizes temporary storage at destination only when all three conditions stated therein are fulfilled, one of which requires approval by receiving transportation officer. In absence of such approval, no legal basis exists to reimburse member any portion of cost for that temporary storage.

This action is in response to a letter dated April 21, 1980, with enclosures, from Mr. Louis W. Dampier, requesting

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further consideration of his claim for reimbursement for the cost of shipping his household goods to his home of selection incident to his transfer to the United States Navy Fleet Reserve in 1976.

The matter of this claim was the subject of settlement by our Claims Division dated March 31, 1980, which disallowed it on a finding that under the Joint Travel Regulations, a member is entitled to one through move from last duty station to home of selection, whereas the record showed that Mr. Dampier's household goods were shipped from his last duty station to one destination and later re-shipped to the ultimate destination which in fact was in the locality of the last duty station.

The member was stationed at Roosevelt Roads Naval Station, Puerto Rico. By Orders No. 195-76, dated May 5, 1976, he was detached from duty at that location and transferred to the Naval Training Center, Orlando, Florida, for temporary duty effective June 7, 1976, pending transfer to the Naval Fleet Reserve with a home of record or home of selection move authorized.

On May 10, 1976, Mr. Dampier signed a DD Form 1299 "Application for Shipment/Storage" which showed that his household goods were to be shipped to Fort Lauderdale, Florida, with a pickup date of May 27, 1976. On June 2, 1976, he executed an additional DD Form 1299 for the shipment of 5,000 pounds of household goods to Fort Lauderdale, with a pickup date of June 7, 1976.

According to Mr. Dampier, on June 18, 1976, he was advised by personnel in the Personal Property Office at the Naval Training Center, Orlando, that his main shipment of household goods was being shipped to Fort Lauderdale. He states that such a shipment was a mistake. It was his intention to have the household goods placed in storage pending his choice of home of selection, and he didn't care where the goods were stored. Apparently, the goods had not actually been shipped and by DD Form 1299, issued by the Naval Training Center, Orlando, all of the shipment other than unaccompanied baggage was diverted to nontemporary storage in Jacksonville, Florida, pending his choice of a home of selection.

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On June 21, 1976, Mr. Dampier was released from active duty, placed in the Fleet Reserve and was authorized to make a home of selection move within 1 year or before June 21, 1977. The record shows that at this point, he had not designated a home of selection. In May 1977, Mr. Dampier chose Puerto Rico as his home of selection and traveled there. Arrangements were made to ship his goods from storage in Jacksonville to Puerto Rico shortly thereafter.

According to the member, he rented unfurnished quarters in Puerto Rico after his arrival so that he would have a place for his household goods when they arrived. When they hadn't arrived by the beginning of August, he gave up the quarters. As a result, he did not have a place to put his household goods when they arrived in August 1977.

He apparently requested that his goods be placed in temporary storage at Government expense but such request was denied. He, therefore, made his own arrangements to have the goods placed in temporary storage where they remained until October 1977 at a cost to him of \$505.70.

Based on the foregoing, the member contends that he is entitled to the transportation and storage of his goods without charge to him and to be reimbursed for the temporary storage expenses he paid in October 1977.

The liability of the Government for the cost of transporting a member's household goods incident to military retirement or transfer to the Fleet Reserve and a home of selection move is limited to that specifically authorized by sections 404 and 406 of title 37, United States Code, and implementing regulations contained in Volume 1 of the Joint Travel Regulations (JTR).

Paragraph M8258-3 of Volume 1 of the JTRs (Change 255, May 1, 1974) entitled "SHIPMENT WHEN DETAILED FROM PERMANENT STATION TO AWAIT ORDERS, DETAIL, ASSIGNMENT, OR SEPARATION," provides in part:

"3. * * * When a member is ordered from an overseas permanent duty station and directed to proceed to a station in the United States for

processing in connection with separation under par. M8260-1, household goods within the permanent change-of-station weight allowance may be shipped at Government expense from the permanent duty station to the point in the United States to which ordered to report, placed in storage under the provisions of par. M8101 * * *. Such household goods subsequently may be shipped in connection with selection of home in accordance with par. M8260. * * *"

In connection with the foregoing provisions, paragraph M8101 of those regulations (Change 209, June 1, 1970) provides, generally, in subparagraph 2a thereof, that nontemporary storage will be in approved facilities nearest to the place where the goods are located on date of issuance of permanent change of station orders. However, subparagraph 2b authorizes that household goods may be returned to the United States under conditions for which nontemporary storage is otherwise authorized and the place of nontemporary storage will be determined by the transportation officer at the port of debarkation. In this connection, paragraph M8260 of those regulations (Change 275, January 1, 1976), provides in subparagraph 3 that such nontemporary storage entitlement for a member authorized a home of selection move, shall exist for a period of 1 year from the date of the member's termination of active duty.

As the foregoing relates to the present case, when Mr. Dampier was transferred to the Naval Training Center, Orlando, prior to separation, the regulations authorized the transportation of his household goods to Orlando. The fact that he eventually chose to exercise his right to have his goods transported to his home of selection in Puerto Rico as opposed to any other location would not, in our view, alter that conclusion since he had not chosen a home of selection at the time the goods were moved to Orlando. Therefore, it is our view that the costs, within Mr. Dampier's authorized weight allowance, attendant to the movement of his household goods from Puerto Rico to the United States, nontemporary storage in the United States, and the movement of those goods back to Puerto Rico are to be borne by the Government.

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It is noted that when the goods arrived back in Puerto Rico in August 1977, Mr. Dampier apparently was unable to take possession due to lack of living accommodations at that time. Temporary storage of household goods at Government expense normally is not authorized in such circumstances. Subparagraph M8260-3 of the same regulations also provides, in part, that temporary storage in connection with a shipment from nontemporary storage to the home or other place selected by the member generally is not authorized, but does provide for the exceptional situation when all of the following conditions exist:

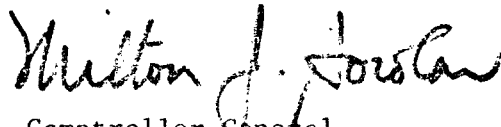
"1. when necessary because of conditions beyond control of the member * * *

"2. when such conditions arise after shipment from nontemporary storage;

"3. when temporary storage is authorized or approved by the transportation officer or such other officer as the service concerned may designate."

According to the file, when the goods arrived in Puerto Rico Mr. Dampier requested but was denied temporary storage. We do not know why such storage rights were denied; however, the regulations have placed responsibility for that decision on the receiving transportation officer. We must presume in the circumstances that he did not consider Mr. Dampier's reason for not accepting the shipment upon arrival sufficient to qualify him for destination storage. Since such storage was disapproved, no basis exists for reimbursement to Mr. Dampier for its cost in connection with his home of selection move to Puerto Rico.

Accordingly, settlement will follow in due course in the amount found due Mr. Dampier on the basis of the foregoing.



For the Comptroller General
of the United States