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DECISION

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

FILE: B-203009 DATE: May 17, 1982

MATTER OF: Erwin E. Drossel - Per diem allowance at permanent duty station - Relocation expenses

DIGEST: 1. Transferred employee did not have his family join him at new duty station because of notification from agency that his position might be abolished. Position ultimately was not abolished and agency retroactively modified employee's travel orders to designate that duty station as temporary duty for period when status of position appeared uncertain. An employee's travel orders may not be retroactively modified to designate permanent duty station as temporary duty station so that per diem may be paid, since administrative officials may not retroactively modify travel orders to increase or decrease entitlements. Employee's TDY claim is disallowed because station constituted permanent duty station, and mere uncertainty as to duration of assignment does not convert it to temporary duty.

2. Notwithstanding the general rule regarding the necessity of prior authority for relocation expenses under 5 U.S.C. § 5724, an authorization for use of a second privately-owned vehicle in relocating an employee's dependents, is valid under FTR paragraph 2-2.3c(1) even though it has been issued retroactively. Authorization or post approval is sufficient to meet the requirements of the regulations and GAO decisions.

3. Employee reported for duty on a permanent change of station on April 11, 1978. His son became 21 on May 8, 1978. Under the definition in 2 JTR,

Appendix D, age of dependents is measured on date employee reports to new duty station, for purposes of relocation expenses. Therefore, the employee is entitled to reimbursement under 5 U.S.C. § 5724 for his dependent's relocation expenses since his son was under 21 when employee reported to new duty station.

4. Transferred employee claims that he should be allowed more than 60 days temporary storage, shipment of more than statutory limit of 11,000 pounds of household goods because of weight of crating, and more than commuted rate for transportation and storage because of cost of local drayage and fuel surcharge. Temporary storage is limited to 60 days by FTR para. 2-8.2c and cannot be extended. There is nothing in the record to show weight of crates packed by employee, and agency's determination of weight will not be questioned in absence of clear showing of error. Once commuted rate system is selected for reimbursement, there is no authority to make payments in excess of established commuted rates unless it can be shown that application of commuted rate was improperly calculated.

5. Transferred employee claims reimbursement of fees he characterizes as "like VA or FHA application fees," on sale and purchase of homes at old and new duty stations. Where record shows that fee paid at settlement on residence at old duty station is identified on settlement sheet as loan discount, and fee paid at settlement on residence at new duty station is identified as loan origination fee and included in prepaid finance charge on financial disclosure

statement, neither fee may be reimbursed. Both fees are finance charges under Regulation Z and are excluded from reimbursement by FTR para. 2-6.2d.

6. Transferred employee seeks reimbursement for two appraisal fees, pest inspection, septic tank inspection, and portion of buyer's closing costs he paid, all of which were paid at sale of his residence at old duty station. Record is not clear that agency determined local custom as required by relevant FTR paragraphs. That determination must be made, and employee should supply documentation, where required, to assist in making determination. Additionally, only one appraisal fee may be reimbursed for a transaction, and documentation is required to show that inspection fees did not include any maintenance or extermination charges.

7. Transferred employee seeks reimbursement for telephone and mail expenses incurred regarding the purchase and sale of real estate. Claim may be allowed as miscellaneous expense. As the employee has already received $200 allowance, no further reimbursement is warranted, unless all expenses claimed as miscellaneous expenses are documented.

This decision is in response to an appeal by Mr. Erwin E. Drossel from our Claims Group's Settlement Certificate Z-2828980, dated February 19, 1981, disallowing his claim for reimbursement of certain per diem and mileage expenses. He has also challenged his agency's denial of reimbursement of certain relocation expenses. For the reasons that follow, we affirm the Claims Group's disallowance of the claim for per diem expenses. Additionally some of the relocation expenses are authorized for payment, some are disallowed, and some are remanded for further consideration.

BACKGROUND

The record shows that Mr. Drossel, a civilian employee of the Department of the Navy, was transferred from the Naval Weapons Engineering Support Activity, Washington, D.C. to the Navy Technical Representative Office, Hughes Aircraft Co., Canoga Park, California. By orders dated March 20, 1978, Mr. Drossel was authorized permanent change of station expenses for this transfer, and was given an advance payment of $10,913.

Mr. Drossel reported for duty at his new station on April 10, 1978. He originally planned to have his family join him in California in July 1978, allowing the additional time for his children to finish the school year and to sell his house. However, Mr. Drossel states that, on July 5, 1978, he was notified by the Navy Technical Representative to stop the planned family move because Mr. Drossel's position in California might be abolished.

Mr. Drossel indicates that in reliance on that advice, he remained in California while his family stayed on in Maryland, pending further notification on the status of his position. A definitive determination to continue Mr. Drossel's position in California was not made until December 18, 1978. Mr. Drossel then resumed plans for his family to join him in California in July 1979.

In response to a request from Mr. Drossel, certain retroactive changes were made to his orders. By order dated July 3, 1979, his original travel orders were amended to designate December 16, 1978, as Mr. Drossel's reporting date at his duty station in California. In addition, new orders were issued on July 23, 1979, authorizing temporary duty expenses for Mr. Drossel at the California duty station from March 27 to December 15, 1978. The amended orders were an attempt to compensate Mr. Drossel for the expenses he incurred while the status of his position was uncertain, and he and his family maintained separate households in Maryland and California.

Mr. Drossel submitted his temporary duty travel vouchers in June 1979. The Navy Regional Finance Center, Washington, D.C., disallowed the claim on the basis that

the Joint Travel Regulations do not authorize retroactive issuance of temporary duty orders under these circumstances. In March 1980, Mr. Drossel submitted his permanent change of station (PCS) travel voucher. He ultimately was issued a check in the amount of $379.11, supplementing the original advance, in settlement of his claim. In addition to requesting reconsideration of his temporary duty claim, Mr. Drossel questions the disallowance of certain portions of the PCS claim and asks that our Office examine the disposition of his claim for PCS expenses together with the temporary duty claim.

TEMPORARY DUTY CLAIM

The substance of Mr. Drossel's argument in support of his temporary duty claim is that he was forced to maintain two households until December 1978 because of the uncertain status of his position in California. He asserts that his extra expenses during that period were a direct result of advice given him by the Navy Technical Representative and that his temporary duty claim represents only a part of his actual losses caused by the delay and uncertainty.

Our Claims Group denied Mr. Drossel's claim in reliance on Volume 2, Joint Travel Regulations (2 JTR), para. C4550, which provides that:

> "2. RESTRICTION IN ESTABLISHING PERMANENT DUTY STATION. Activities will not fix the permanent duty station of an employee at a place for the purpose of paying him per diem when most of his official duties are performed at another place (31 Comp. Gen. 289).
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> "3. PERMANENT DUTY STATION AREA. Except as provided in subpar. 6 [trainees], per diem allowances are not authorized for travel or duty within a permanent duty station area."

Our Office has consistently held that an employee's permanent duty station for travel and per diem purposes is the place at which the employee performs the greater...

portion of his duties and, therefore, is expected to spend the greater part of his time. 32 Comp. Gen. 87 (1952). Thus, determining whether an employee's duty station is permanent or temporary in nature is a question of fact, requiring consideration of the character and duration of the assignment in each case. B-172207, July 21, 1971.

In the present case, there is no dispute that Mr. Drossel was advised that his position in California might be abolished. However, doubt as to the duration of an assignment does not convert it into a temporary duty station where the assignment is of a permanent nature in other respects. See Alister L. McCoy, B-195556, February 19, 1980; Fred Kaczmarowski, B-189898, November 3, 1977. Thus, in McCoy, supra, the employee signed an agreement to accept reassignment from his current station to another station after 3 years, or sooner, if his services were needed there, and was informally advised that his tour of duty at the first station would not last longer than a year. We held that the employee's permanent duty station was at the assigned location despite the uncertain length of the assignment, since it was clear that he was expected to spend the greater part of his time there. Similarly, in Kaczmarowski, supra, an employee who decided not to relocate his home after a transfer because he was informed that his new duty station might be closed, was held to have been at his permanent duty station.

Mr. Drossel's original orders designated the California location as his new permanent duty station and it appears that no question was raised about the nature of the assignment until July 1978, some three months after his arrival. Thus, this is not a case where, at the time of transfer, it was not actually contemplated that California would be Mr. Drossel's permanent duty station. Compare McCoy, supra. Moreover, there is no indication that the character of Mr. Drossel's duties changed as a result of the doubt raised as to the length of his assignment; Mr. Drossel apparently was expected to and did continue in the same capacity at his position in California from July to December 1978.

It is our view that the California location constituted Mr. Drossel's permanent duty station from his reporting date in April 1978 onward. Accordingly, Mr. Drossel is not entitled to a per diem allowance for the time spent there. 2 JTR para. C4550-3. Further, administrative officials do not have the discretion to amend travel orders retroactively to increase or decrease entitlements. Thus, they could not authorize per diem payments by amending permanent change of station orders after the employee reports for duty, to designate that duty as temporary. 2 JTR para. C4550-2; Denny C. Eckenrode, B-194082, May 9, 1979. Cf. 36 Comp. Gen. 569 (1957). Therefore, the retroactive modification of Mr. Drossel's travel orders to designate the period from July to December 1978 as temporary duty is without effect.

We note also that the extent of the advice given Mr. Drossel concerning the status of his position is not clear. Although Mr. Drossel states that the Navy Technical Representative told him to stop his family from moving to California, the Navy reports indicate only that Mr. Drossel himself decided not to relocate his family, as a result of being advised of the potential termination of his position. While it is unfortunate that Mr. Drossel may have decided to allow his family to remain in Maryland in reliance on advice by the agency, the Government cannot be held to pay a per diem allowance to Mr. Drossel for costs he incurred in reliance on the advice, where payment of the per diem is otherwise barred.

Accordingly, we affirm our Claims Division's disallowance of Mr. Drossel's claim for per diem payment.

PERMANENT CHANGE OF STATION CLAIMS

Based on his relocation from Maryland to California, Mr. Drossel has also requested our consideration of the disallowance of several relocation expenses covered under 5 U.S.C. § 5724a (1976) and the implementing regulations, Federal Travel Regulations FPMR 101-7, Chapter 2-6 (May 1973) (FTR). Mr. Drossel is also subject to the regulations contained in 2 JTR.

The expenses that the employing agency has denied include reimbursement of mileage for travel by a second privately owned vehicle (POV), for the claimant's son Dirk, for certain expenses due to the movement of household goods, and for certain expenses due to the purchase and sale of real estate. We will discuss each of the claims in order.

Second POV

The certifying officer of the employing agency denied reimbursement in the amount of $.10 a mile for 2,780 miles for a second POV, used to transport family members and luggage, due to the lack of authorization prior to the travel. The implementing regulations, 2 FTR para. 2-2.3e(1), provide in part that:

> "Use of no more than one privately owned automobile is authorized under this part as being advantageous to the Government in connection with permanent change of station travel except under the following special circumstances, when use of more than one privately owned automobile may be authorized:
>
> "(a) If there are more members of the immediate family than reasonably can be transported with luggage in one vehicle; * * *"

Mr. Drossel's travel orders, dated March 20, 1978, do not authorize the use of a second POV. Nonetheless, on his travel voucher dated March 24, 1980, Mr. Drossel requested reimbursement for the expenses of the second POV, in which his dependents had already traveled to California. He stated on the voucher that there were more members of the immediate family than reasonably could be transported together with luggage in one vehicle. By memorandum dated January 5, 1981, the Director of Naval Weapons Engineering Support Activity granted approval for payment for the second POV for the reason Mr. Drossel had stated in his travel voucher. Thus,

the legal issue here is whether the regulations permit retroactive approval of reimbursement for the use of a second POV.

The long standing rule for general application is that orders may not be retroactively modified after performance of travel to increase or decrease the entitlements of an employee. However, the subsequent approval of travel by more than one POV has been allowed under our interpretation of FTR para. 2-1.3. See B-181355, July 29, 1974; and 2 JTR para. C2157. Thus, the retroactive approval, dated January 5, 1981. is valid. Mr. Drossel should be reimbursed for expenses of the second privately owned vehicle.

Travel of dependent son

Mr. Drossel also disputes the disallowance of relocation expenses in the amount of $144.37 for his son Dirk. The employing agency has denied the expenses, relying on the definition of a dependent under 2 JTR Appendix D, which states as follows:

> "DEPENDENT. Any of the following named members of the employee's household at the time he reports for duty at his new permanent duty station or performs authorized or approved overseas tour renewal agreement travel or separation travel:
>
> "1. spouse;
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> "2. children of the employee or employee's spouse who are unmarried and under 21 years of age * * *"

This definition corresponds to that of "immediate family" in FTR para. 2-1.4d. The employing agency believed that Dirk, who turned 21 on May 6, 1978, was over the age of 21 at the time of Mr. Drossel's relocation.

The issue is whether at the time his father reported for duty at his new permanent duty station, Dirk was under the age of 21. Mr. Drossel reported to his new duty station in California on April 10, 1978, based on his travel orders issued March 20, 1978. At that time, Dirk clearly had not yet turned 21. Thus, Dirk Drossel is covered under the

JTR definition of "dependent," and, therefore, his relocation expenses are reimbursable.

Household goods

The claimant has requested our consideration of the following issues relating to the transportation and storage of his household goods.

First, he requests that he be allowed an additional weight allowance for crating and dunnage under 2 JTR para. C8000, which provides that net shipping weight of crated property shall not include the weight of crating and packing materials. The net weight ' determined by taking 60 percent of the gross, crated weight.

Under the provisions of 5 U.S.C. § 5724(a)(2) and the implementing regulations, FTR para. 2-8.2a, the maximum weight allowance of household goods for an employee with an immediate family is 11,000 pounds. Mr. Drossel's travel authorization specified that amount. He apparently is claiming that he should be allowed a larger allowance due to the weight of the crates and dunnage. The only documentation in the file in support of this position is the "Household Goods Descriptive Inventory," which does indicate that several "packed by owner" wooden crates were included. However, there is nothing in the record to indicate the weight of these crates nor what portion of the total shipment they constituted, and the remainder of the shipment seems to have traveled uncrated.

As a general rule, the question of whether and to what extent authorized weights have been exceeded in the shipment of household effects is a question of fact primarily for agency determination, which ordinarily will not be questioned in the absence of evidence showing it to be clearly in error. See Jack McGee, B-199303, August 22, 1980. See also Ronald E. Adams, B-199545, August 22, 1980, which holds that no agency has the authority to permit transportation in excess of the statutory weight limitation.

The evidence in the record is not sufficient to show the amount of any deduction for a crated shipment, and, thus, we cannot say that the agency's decision is clearly in error. Therefore, Mr. Drossel is limited to reimbursement based on the statutory limit of 11,000 pounds. His claim for a larger reimbursement is disallowed.

Second, Mr. Drossel claims reimbursement for storage expenses beyond 60 days. Under 5 U.S.C. § 5724, the temporary storage of household goods during a PCS relocation is authorized. Paragraph 2-8.2c of the FTR limits temporary storage to a maximum of 60 days. Mr. Drossel's household goods were stored for four months, awaiting the purchase of his new home in California, and he requests reimbursement for the full 120 days. As held in J. Bruce Siff, B-179901, August 10, 1977, the 60-day limitation upon payment of temporary storage expenses is a maximum which may not be waived, modified, or extended regardless of extenuating circumstances. In J. Bruce Siff, supra, an employee of the Department of the Air Force placed goods in commercial storage on September 15, 1971. Due to unforeseen medical treatment, the employee was unable to have his household goods moved until February 1973. Although his illness was clearly beyond his control, we held that the regulation does not allow for such mitigating factors. Thus, there is no authority for reimbursement for the storage expenses of Mr. Drossel's household goods beyond 60 days.

Mr. Drossel also complains of the reimbursement at the rate of $1.00 per hundredweight for delivery from storage to his new residence, rather than the actual cost of $4.25 per hundredweight, and that a 10 percent fuel surcharge for the transportation of his household goods to California was not included. The authority for payment made lies in the commuted rate system, authorized by the provisions of 5 U.S.C. §5724(c) and the implementing regulations, FTR para. 2-8.3a(1). Section 5724(c) states that:

> "Under such regulations as the President may prescribe, an employee who transfers between points inside the continental United States, instead of being paid for the actual expenses of transporting, packing, crating, temporarily storing, draying and unpacking of household goods and personal effects, shall be reimbursed on a commuted basis at the rates per 100 pounds that are fixed by zones in the regulations. The reimbursement may

> not exceed the amount which would be allowable for the authorized weight allowance. However, under regulations prescribed by the President, payment of actual expenses may be made when the head of the agency determines that payment of actual expenses is more economical to the Government."

Under the commuted rate system, the employee is not reimbursed for actual expenses; instead, reimbursement is based on the distance traveled and a standard schedule of charges. Although this may work to an employee's economic advantage, there is no authority for further reimbursement if it does not. According to a memorandum in the record dated November 20, 1980, from Judy Hughes, at the Personnel Support Detachment, the commuted rate of $47.20 at which Mr. Drossel was reimbursed included delivery to his residence and a 10 percent fuel surcharge. If Mr. Drossel believes that the wrong commuted rate has been chosen or that his reimbursement has been improperly calculated he should supply the agency with the factual basis for his disagreement. However, when an employee has been reimbursed under the commuted rate system, there is no basis for paying any additional amounts, even if the actual expenses incurred exceeded the commuted rate payments. John J. Costa, B-187211, February 9, 1977; Charles F. Oakley, B-189577, November 2, 1977. Thus, Mr. Drossel is not entitled to further reimbursement for the delivery charges or the fuel surcharge.

Real estate expenses

The last items that Mr. Drossel has disputed arise from the sale of his former residence in Shady Side, Maryland, and the purchase of a new residence in Hawthorne, California. He is requesting reconsideration of five specific expenses.

First, Mr. Drossel seeks reimbursement of a $351.50 fee he paid on the sale of his former residence, which is shown as a "loan discount fee" on the settlement sheet, and a $750 fee paid at the purchase of his new residence which is listed on the settlement sheet as a "loan origination fee" and on the financial disclosure statement as part of the prepaid finance charge. Mr. Drossel characterizes both of these fees as "like VA or FHA application fees."

Paragraph 2-6.2d of the FTR specifically prohibits the reimbursement of mortgage discounts and of any fee, cost, charge, or expense which is determined to be a part of the finance charge under the Truth in Lending Act, Title I, Pub. L. No. 90-321, May 29, 1968, 82 Stat. 146, codified at 15 U.S.C. § 1601, et seq. (1976) and Regulation Z, 12 C.F.R. § 226.4 (1981). Thus, we have consistently held that where an item is a finance charge within the definition of the Act and the implementing regulations, reimbursement may not be allowed for that item. Richard J. Elliott, B-194072, July 2, 1979.

The implementing regulation, 12 C.F.R. § 226.4 (1981), provides:

> "226.4 Determination of finance charge.
>
> "(a) General rule. Except as otherwise provided in this section, the amount of the finance charge in connection with any transaction shall be determined as the sum of all charges, payable directly or indirectly by the customer, and imposed directly or indirectly by the creditor as an incident to or as a condition of the extension of credit, whether paid or payable by the customer, the seller, or any other person on behalf of the customer to the creditor or to a third party, including any of the following types of charges:
>
> "(1) Interest, time price differential, and any amount payable under a discount or other system of additional charges.
>
> "(2) Service, transaction, activity, or carrying charge.
>
> "(3) Loan fee, points, finder's fee, or similar charge. * * *"

The primary purpose of the Truth in Lending Act is to assure a meaningful disclosure of credit terms so that a consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use

of credit. The finance charge is, thus, defined so as to distinguish between charges imposed as part of the cost of obtaining credit and charges imposed for services rendered in connection with a purchase or sale regardless of whether credit is sought or obtained. See Elliott, supra.

The record contains the Financial Disclosure Statement for the purchase of Mr. Drossel's residence in Hawthorne, California. The $750 is listed on the Statement as a loan origination fee, and is clearly included as part of the prepaid finance charge. See Algis G. Taruski, B-198296, September 23, 1980. The settlement sheet for the sale of Mr. Drossel's former residence lists the $351.50 charge as a "loan discount." Under Regulation Z a loan discount is part of the finance charge and under FTR para. 2-6.2d mortgage discounts are specifically not reimbursable. Thus, both fees are finance charges and are not reimbursable.

Common to the remaining items raised by Mr. Drossel about reimbursement of expenses relating to his real estate transactions is the issue of "local practice." Under the various provisions of the FTR, the specified expenses are reimbursable if they are customarily paid by the seller in the area of the old duty station or customarily paid by the buyer in the area of the new duty station, to the extent they do not exceed the amounts customarily charged in the respective areas. Under FTR para. 2-6.3c, agencies are directed to obtain technical assistance from the local offices of the Department of Housing and Urban Development (HUD) in determining whether the buyer or the seller customarily pays the expenses and whether the amounts in question are in line with the customary charges. We have held that even if it is common for a buyer or seller to pay certain expenses, such a practice does not necessarily rise to the status of local custom. James C. Steckbeck, B-196263, February 13, 1980. This is true even though a "buyer's market" may exist, and the payment by the seller of some of the buyer's costs is done to facilitate a sale. Burton Newmark, B-190715, March 24, 1978.

The most significant of Mr. Drossel's claims in this area is for the $1,000 he paid of the buyer's closing costs when he sold his former residence. The agency's disallowance seems to be premised solely on the fact that, under the contract of sale, Mr. Drossel agreed to pay $1,000 of the buyer's closing costs. That alone is not controlling.

The agency must determine whether or not it is customary in the area for a seller to assume a portion of the buyer's closing costs. Newmark, supra. It is not clear that the agency made such a determination here. If local custom, as determined by HUD, is that the seller assumes a portion of the buyer's closing costs, then Mr. Drossel may be reimbursed. Thus, the agency must now make the required determination.

Mr. Drossel is also seeking reimbursement of two appraisal fees he paid at the time his former residence was sold. The settlement sheet shows a $75 lender's inspection fee and a $35 compliance inspection fee. The agency's disallowance is based on a statement that appraisal fees are not customary for the area. As stated above, local custom is controlling, and the HUD determination on the subject governs. The nature of these fees is not clear, nor can we tell whether they are duplicative. We have held that only one appraisal is reimbursable for each transaction. Jay D. Fitch, B-186009, October 12, 1976. However, if there is more than one appraisal fee, the highest one may be paid. Wesley J. Lynes, B-182412, May 14, 1976. The agency must determine local practice and decide the claim for the appraisal fee on that basis.

Mr. Drossel disputes the disallowance of the pest inspection fee of $160 and the septic tank inspection fee of $155 that he paid. Local custom is again controlling, but other factors are also involved. The agency disallowed both fees because there were no itemized bills, and the charges appeared to be excessive. There is no dispute that the amounts claimed were paid, since both charges appear on the settlement sheet. However, the agency's disallowance was proper since it cannot be determined from the settlement sheet whether the charges were simply for inspections, or included some maintenance, or extermination work. If local custom permits, the inspection fees may be paid, but amounts attributable to repairs or pest extermination are not reimbursable. John H. Martin, B-184594, February 12, 1976. Thus, Mr. Drossel should obtain the necessary documentation to support the nature of the service rendered for the septic tank and pest inspections so that the agency can then obtain the appropriate determinations from HUD.

Mr. Drossel questions the apparent disallowance of reimbursement for the long-distance telephone calls and certified mail, totaling $26.83. We have held that such expenses may be allowed or disallowed depending on the purpose of the call or mail. We have permitted reimbursement under the miscellaneous expense authorization of FTR para. 2-3.1 only when the expenses relate to an item which would be an allowable expense. Walter Alt, B-185160, January 2, 1976. In Alt, we permitted reimbursement as miscellaneous expenses, two telegrams and a long distance telephone call by an employee who had already transferred to a new station, since the call was necessary to negotiate the contract for sale of his former residence. In the present case, the claimant has stated that the telephone calls and costs of the certified registered mail were incurred in connection with the closing of escrow on the former residence, for support in acquiring data needed for the purchase of the new residence, and in obtaining documentation requested in support of this claim. Therefore, they are reimbursable as miscellaneous, not real estate expenses.

According to the record, Mr. Drossel has been reimbursed for $200 miscellaneous expense, as authorized by FTR para. 2-3.3a. That paragraph provides that allowances of $200 or the equivalent of 2 weeks basic pay, whichever is the lesser amount, will be paid without support or documentation of the claimed expenses, to an employee with an immediate family. Since Mr. Drossel has already been reimbursed for the maximum allowable miscellaneous expenses, without submitting documentation, separate reimbursement for the telephone calls and mailing expenses is not authorized. The $200 reimbursement may be exceeded only if all claimed expenses are documented. Alt, supra.

In summary, we authorize reimbursement of mileage for the employee's second POV, and of travel expenses for his dependent son Dirk. We sustain the disallowance of his claims for the storage and delivery expenses unless he can show that the commuted rate was improperly computed. The fees characterized by Mr. Drossel as VA loan fees may not be reimbursed because they are finance charges. The

agency must make determinations as to local custom and for the real estate appraisal fees, the inspection fees, and the portion of the buyer's closing costs paid by Mr. Drossel.

As to the claimant's demand for interest on the amounts due, it is a well-settled rule of law that interest may be assessed against the Government only under an express statutory or contractual authorization. Fitzgerald v. Staats, 578 F.2d 435 (D.C.Cir. 1978). Since there is no express provision for interest in 5 U.S.C. § 5724 or related sections, there is no basis on which to allow the payment of interest in this case. See 55 Comp. Gen. 768, 779 (1979) and cases cited therein.

for Milton J. Socolar
Comptroller General
of the United States