

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

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FILE: B-210928**DATE:** September 13, 1983**MATTER OF:** Robert Berman - Reconsideration of Claim
for Locksmith Fee**DIGEST:**

Employee requests reconsideration of prior decision denying claim for locksmith fee where employee locked himself out of rental car while on temporary duty. There is no authority for reimbursement of this claim since the employee has not shown the expense was essential to the transaction of official business.

Mr. Robert Berman has requested reconsideration of our decision B-210928, April 22, 1983, denying his claim for reimbursement of a locksmith fee incurred during temporary duty travel when he locked himself out of his rental car.

The facts in this case were set forth in our prior decision and will not be repeated here. We held in our prior decision that Mr. Berman's action in locking himself out of his rental car was the proximate cause of his incurring the locksmith fee. Therefore, we held that the locksmith fee was not essential to the transaction of official business and could not be reimbursed under the applicable travel regulations. We also held that the situation was similar to that in our decision in Alex Perge, B-198824, January 23, 1981, where we denied an employee's claim for the fee charged by a hotel when the employee locked his key in his room.

On appeal, Mr. Berman argues his situation differs from our decision in Perge since the employee in that case had completed his official business while Mr. Berman had to retrieve his keys in order to continue his temporary duty assignment. In addition, Mr. Berman argues that the fee charged in the Perge decision was more like a fine or penalty by the hotel rather than the fee in his situation which was more analogous to the cost of repairs.

While there may be differences between Mr. Berman's situation and the situation presented in our Perge decision,

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we believe that the similarities outweigh the differences and that the differences do not provide any basis to allow Mr. Berman's claim.

Mr. Berman also argues that he had no reasonable alternative but to incur the locksmith fee in order to continue with his temporary duty assignment. However, the necessity for incurring this expense does not necessarily make the expense reimbursable as essential to the transaction of official business.

Finally, Mr. Berman states that if he had spilled coffee on his suit, the Government would pay for dry cleaning in order to make the suit wearable again. By analogy, he argues that the Government should pay for the expense of making his rental automobile useable again.

Mr. Berman is correct in stating that dry cleaning expenses would be payable. Under the provisions of paragraph 1-7.1(b) of the Federal Travel Regulations, FPMR 101-7 (September 1981), cleaning and pressing of clothing is recognized as an expense covered by the per diem allowance. This regulation recognizes that through normal wear or by accident, an employee's clothes may become soiled while on temporary duty. However, there is no similar authority in the Federal Travel Regulations for reimbursement of locksmith fees.

As to Mr. Berman's argument that the locksmith fee was more in the nature of repairs, we note that if his automobile needed repairs for mechanical breakdown, those expenses normally would be assumed by the rental agency (rental vehicle) or by the Government (Government-owned vehicle). If Mr. Berman had been using his privately-owned vehicle for temporary duty travel, any repair costs would be assumed under his reimbursement for mileage and would not be paid as a separate travel expense. See 15 Comp. Gen. 76 (1935); 7 Comp. Gen. 284 (1927); and B-174669, February 8, 1972.

Accordingly, we sustain our prior decision denying Mr. Berman's claim for reimbursement of the locksmith fee.

Milton J. Fowler
for Comptroller General
of the United States