



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Kenneth T. Sands - Waiver - Erroneous Relocation
Travel Advance

File: B-229102

Date: December 5, 1988

DIGEST

An appointee to a manpower shortage position was given erroneous advice that he could include his automobile as part of his household goods shipment for which he was to be reimbursed under the commuted rate system. Accordingly, he included the weight of the automobile in the estimated weight of his shipment resulting in his receiving an excessive travel advance. Following a review of the employee's voucher, the agency determined that the employee's allowable expenses of relocation, which by law could not include the cost of shipping an automobile, were less than the amount of his travel advance resulting in his being indebted for the outstanding balance of the travel advance. Partial waiver is granted under 5 U.S.C. § 5584 to the extent that the employee incurred actual expenses for shipping his vehicle over and above what the agency allowed him for shipping his household goods under the commuted rate system.

DECISION

This decision concerns the request by Mr. Kenneth T. Sands, a civilian employee of the Navy, for waiver of his indebtedness arising from his reimbursable expenses of relocation being less than the travel advance he received. For the following reasons, we grant partial waiver to the extent that he incurred expenses for shipping his household goods, including an automobile, in excess of his reimbursable expenses under the commuted rate system.

BACKGROUND

Mr. Sands, a resident of Rochester, New York, was hired by the Navy as a GS-7 Mechanical Engineer, a shortage category position, and directed to report to the Naval Air Systems Command, Arlington, Virginia, on May 27, 1986. He received verbal assurances subsequently verified in travel orders

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dated May 12, 1986, that he would be authorized relocation expenses including a shipment of up to 18,000 pounds of household goods under the commuted rate system.^{1/} Since Mr. Sands was a newly hired employee who had not yet entered on duty, he was unfamiliar with government transportation entitlements. Therefore, he inquired of the Navy Personnel Staff Specialist who was handling his hiring whether he could ship his second family car at government expense. He was told that he could do so as long as the total weight of his shipment was less than his 18,000-pound entitlement. Based on this erroneous advice, Mr. Sands had the carrier include the car when it made its pre-move estimate of weight and charges. The estimated weight was 7,200 pounds including 3,050 pounds for the car. Prior to relocating, the Navy gave him a travel advance of \$3,119 of which \$3,020.50 was based on the estimated commuted rate amount for 7,200 pounds of household goods.

Following his relocation, Mr. Sands submitted a travel voucher indicating that he incurred actual expenses of \$92.04 for per diem and mileage and \$2,375 for the cost of shipping 7,200 pounds of household goods including the automobile weighing 3,050 pounds.

Upon examination of the voucher, the Navy allowed the \$92.04 but reduced the allowable shipping expenses to \$1,908.17 based on the commuted rate for 4,150 pounds. The Navy explained to Mr. Sands that he had been given erroneous advice regarding his entitlement to ship an automobile at government expense. Therefore, the allowable weight of his shipment had to be reduced by 3,050 pounds, the weight of his automobile, which reduced his moving reimbursement under the commuted rate system. Since Mr. Sands had received a travel advance of \$3,119 and had allowable expenses of \$2,000.21, he became indebted to the Navy for \$1,118.79, the outstanding balance of his travel advance.

Following a notice of the debt, Mr. Sands requested that it be waived because of his lack of familiarity with Navy travel regulations and the fact that he relied on the

^{1/} Under the commuted rate system an employee arranges all matters relating to the shipment of his household goods, including selection of and payment to the carrier. The government reimburses the employee based on an average rate per hundred pounds of goods regardless of actual costs. Federal Travel Regulations (FTR), para. 2-8.3a. An advance of funds to the employee is authorized up to the estimated amount of the commuted rate payment. FTR, para. 2-8.6a.

assurance of the employing official that he could ship the vehicle at government expense.

DISCUSSION

Initially, we note that while there is authority for Mr. Sands to receive certain relocation expenses (see 5 U.S.C. § 5723), there is no authority for him to be reimbursed the cost of shipping an automobile within the continental United States. See Timothy A. Towns, 58 Comp. Gen. 249 (1979). See also Federal Travel Regulations (FTR), para. 2-1.4h(1). Therefore, the advice he was given that his authorization to ship household goods included authorization to ship the automobile was erroneous.

We have the authority to waive an employee's liability for debts arising from erroneous payments of travel and transportation expenses where collection would be "against equity and good conscience and not in the best interest of the United States." 5 U.S.C. § 5584 (1982 & Supp. IV, 1986). This waiver authority, however, applies only to claims "arising out of an erroneous payment." Thus, before a claim can be considered for waiver, it must be determined that the claim arose from an "erroneous payment" within the scope of the waiver statute.

A travel advance made to an individual under the commuted rate system is made on the basis of the estimated weight of the employee's household goods with the realization that the actual weight upon which the employee's entitlement will be computed may be different. Therefore, the fact that upon final settlement an employee is found to have received more in advance than he is entitled to would not in and of itself convert the advance to an "erroneous payment" within the meaning of the waiver statute; therefore, this type of debt ordinarily would not be appropriate for waiver consideration under 5 U.S.C. § 5584. See B-229337, June 21, 1988, 67 Comp. Gen. _____, concerning similar advances to uniformed service members under the "do-it-yourself" household goods moving program. This is consistent with the general rule that an advance payment is erroneous and subject to waiver only to the extent it was made to cover expenses erroneously authorized and actually spent in reliance on the erroneous travel orders. See Rajindar N. Khanna, B-225263, June 28, 1988, 67 Comp. Gen. _____.

We have held in regard to advance payments made to cover the costs of shipping household goods that there may be some instances where an overpayment was caused by government error and could be considered for waiver. See B-229337, supra. While we assume that ordinarily such government

error would be in the authorizing orders themselves, we have found it elsewhere in some cases. Cf. Paul Rodriguez, B-229107, Aug. 22, 1988, in which we recognized that erroneous advice provided by the agency official who was assigned to provide clarifying information concerning household goods shipping entitlements under a travel authorization which was not erroneous in itself could result in an "erroneous payment" which could be considered for waiver. In the present case the travel authorization Mr. Sands received was not erroneous. However, considering that he was a new employee moving from his home to his first duty station and, under the commuted rate system, was required to make all arrangements himself, he would seem to have been required to seek clarifying information concerning items not specifically covered in his travel orders.^{2/} When he did so, the information he received resulted in the erroneous inclusion of his car in his household goods weight estimate and the advance of funds to him to cover its cost.^{3/} In these circumstances inclusion of the car may be considered as having been erroneously authorized by the agency, and the resulting payment for such service may be considered an erroneous payment appropriate for waiver consideration.

Our consideration must take into account that waiver is only appropriate to the extent that an employee is indebted to the government for repayment of the amounts advanced that are actually spent on the erroneously authorized expenses. See Major Kenneth M. Dieter, B-226842, June 28, 1988, 67 Comp. Gen. _____. The travel advance would still be considered merely a loan to the employee to the extent that no expenditures or expenditures not in accordance with those authorized are incurred.

In the present case, there is no dispute that Mr. Sands had legitimate expenses of \$2,000.²¹ Therefore, his travel advance of \$3,119 is reduced to an outstanding debt of

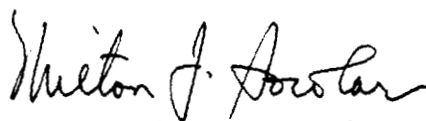
^{2/} Because new appointees usually lack experience in government procedures, agencies are required to adopt special measures to provide full information to them concerning travel and transportation benefits involved in reporting to their official stations. FTR, para. 2-1.5e(2).

^{3/} The weight estimate the carrier furnished Mr. Sands clearly shows the automobile as a separate item included in the total estimated weight. We presume that a copy of the weight estimate was furnished the agency since we have been informally advised by an agency representative that it is the usual practice to require a copy of the estimate upon which the advance of funds is to be made.

\$1,118.79, and we may consider for waiver any part of this debt to the extent that the amount can be characterized as an erroneous payment.

When he incurred costs of \$2,375 for his total shipment of goods including the automobile and was reimbursed \$1,908. by the agency under the commuted rate system, he expended \$466.83 more than he was reimbursed under the commuted rate system. This amount was his pecuniary loss due to the error which resulted in the erroneous payment and is the amount subject to waiver. The amount of his outstanding travel advance after deducting this \$466.83 is not subject to waiver.

In the circumstances of this case, we find that Mr. Sands otherwise meets the requirements of the waiver statute. Accordingly, we waive \$466.83 of Mr. Sands's original debt of \$1,118.79 thereby making him liable to repay \$651.96 to the Navy.

for 
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