

DECISION

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

60536

FILE: B-183956

DATE: February 19, 1976

98589

MATTER OF: Alex Kale - Restoration of Annual Leave,
Travel and Relocation Expenses Incident to
a Permanent Change of Station

- DIGEST:
1. Transferred employee seeks restoration of 8 hours annual leave charged to leave account while awaiting arrival of movers on a scheduled day of travel. If agency to which employee is assigned determines that claimant delayed travel while reasonably and necessarily awaiting movers, GAO would interpose no objection if claimant was administratively excused for such time as was essential for such purpose.
 2. Employee, whose household effects were shipped under "actual expense" method of shipment, seeks allowance for personally packing household goods. Under "actual expense" method, the Government is the shipper and the authority to incur packing expenses is vested in agency. Since agency contracted with carrier to pack and transport household goods, employee who, without authority, undertakes to pack household goods does so voluntarily and is not entitled to reimbursement.
 3. Employee who cancels 3-month lease for temporary quarters and forfeits security deposit for breach of lease, is not entitled to reimbursement on theory that forfeited security deposit constitutes an allowable subsistence expense.
 4. Employee who purchased "owners title policy" incident to the purchase of a residence at his new duty station as distinguished from "mortgage title policy" is precluded by section 4.2d of OMB Cir. No. A-56, revised August 17, 1971, from being reimbursed for such cost.

PUBLISHED DECISION
55 Comp. Gen. ...

This action is in response to a letter dated May 17, 1975, from Mr. Alex Kale, an employee of the National Aeronautics and Space Administration (NASA), requesting review of a settlement certificate (Claim No. Z-2531903) issued by the Transportation and Claims Division (now the Claims Division) of this Office. Mr. Kale apparently appeals that part of the settlement which disallowed his claim for (1) restoration of 8 hours annual leave charged to his leave account incident to his failure to perform scheduled travel while awaiting the arrival of movers; (2) an allowance for personally packing certain "high value" household goods incident to a permanent change of station; and (3) reimbursement for the cost of a title insurance policy paid in connection with the purchase of a residence at his new duty station. Mr. Kale also seeks reimbursement for a security deposit which he forfeited for cancelling a 3-month lease in connection with the occupancy of temporary quarters at his new duty station.

As indicated above, Mr. Kale seeks the restoration of 8 hours of annual leave charged to his leave account incident to his failure to perform travel while awaiting movers in connection with a permanent change of station from Long Island, New York, to Houston, Texas, under Travel Order X80463 A-1, dated January 15, 1973. The record shows that Mr. Kale's last work day in New York was January 29, 1973. He reported at his new duty station on February 6, 1973. According to Mr. Kale's travel orders, his authorized travel dates were from January 30 through February 4, 1973. However, the movers did not arrive as scheduled at the New York residence on January 29, 1973; instead, they arrived and departed on January 30, 1973. Although January 30 was an authorized day of travel, Mr. Kale states that carrier scheduling difficulties precluded his departure from New York until the morning of January 31. Since the Financial Office at Mr. Kale's new duty station was unaware of any authority to allow administrative leave for awaiting movers and because Mr. Kale performed no travel on January 30, his leave account was charged 8 hours annual leave for this period.

Although time taken by an employee for the care of personal affairs should ordinarily be charged to annual leave, the personal business involved here (awaiting carrier to move household goods) was occasioned by a change of official station at the direction and for the benefit of the Government rather than by the purely private affairs of the employee. From all indications in the record, the claimant was ready, willing, and able to proceed to Houston, as scheduled, on January 30, the delay being attributable to carrier

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scheduling difficulties over which the employee apparently had neither control nor advance knowledge.

The Civil Service Commission has issued no general regulations on the subject of granting an excused absence (commonly called administrative leave) to employees who, as here, claim to have unavoidably and necessarily delayed departure while awaiting movers in connection with a permanent change of station. In the absence of a governing statute, this Office has held that, under the general guidance of the decisions of this Office, the agency to which the employee is assigned is responsible for determining the situations in which an employee may be excused from duty without charge to annual leave. 53 Comp. Gen. 582, 584 (1974); B-180693, May 23, 1974. See Federal Personnel Manual Supplement 990-2, Book 630, Subchapter S11-5a (Revised July 1969).

In this regard we have recognized, in situations analogous to those presented here, the propriety of granting administrative leave during periods when an employee is unavoidably detained while awaiting or arranging for the transportation of household goods incident to a permanent change of station. See B-171947(2), October 20, 1971; B-160838, March 10, 1967. Therefore, if it is administratively determined that the time spent by Mr. Kale at his New York residence on January 30 was, without fault of the employee, reasonably and necessarily used in connection with effecting the transportation of household goods incident to a permanent change of station, we would interpose no objection to his being administratively excused, without a charge to annual leave, for such time as was essential for such purpose.

Additionally, Mr. Kale seeks an allowance for various undocumented expenses incurred in connection with his personal packing of "high value" household goods. The record shows that Mr. Kale shipped 14,720 pounds of household goods, which were 3,720 pounds in excess of the maximum allowable of 11,000 pounds. The claimant states that he, rather than the carrier, packed 41 cartons of "high value" household goods and that he personally purchased various packing materials. He contends that the carrier billed the Government for these materials and services and received payment therefor. However, this latter allegation is wholly unverified and, as such, will not further be considered.

Mr. Kale's household goods were shipped on a Government Bill of Lading by the "actual expense" method of shipment. Under this method the contract for shipment is between the Government and a designated

carrier and the household goods are shipped by the Government not by the employee. Office of Management and Budget Circular No. A-56, section 6.3b(1)(2), revised August 17, 1971. As such, the authority to incur expenses incident to the packing of household goods is vested in the agency concerned. There is no regulation, under the "actual expense" method, which authorizes an allowance for services voluntarily provided by an employee, even though the expense of such service would be reimbursable if provided by an authorized carrier. B-169407, October 19, 1970. Although Mr. Kale's efforts may have relieved the carrier of the need to pack certain of the household effects being transported and may have incidentally effected a savings to the Government, it appears that Mr. Kale voluntarily rendered those services without authority to obligate the Government for whatever sums may be involved.

Accordingly, the claim for an allowance incident to the personal packing of Mr. Kale's household goods is not for allowance, and the decision of the Transportation and Claims Division (now Claims Division) disallowing reimbursement therefor is sustained.

Under travel authorization No. X80463 A-1, dated January 15, 1973, authorizing Mr. Kale to travel from Long Island to Houston incident to a permanent change of station, Mr. Kale was authorized temporary quarters not to exceed 30 days. Prior to securing permanent housing in Houston, Mr. Kale found it necessary to occupy temporary quarters. In so doing, he entered into a 3-month lease with Kings Park Apartments, an apartment building in Houston. In making claim for a temporary quarters allowance, Mr. Kale indicated that, under the terms of the lease, he was to pay \$207 per month in rent and a security deposit of \$50. After residing in the leased quarters for less than 3 months, Mr. Kale cancelled the lease and moved into permanent quarters. As a result, the deposit was not refunded and Mr. Kale seeks reimbursement therefor.

Office of Management and Budget Circular No. A-56, section 8.4a, revised August 17, 1971, which prescribes allowable subsistence expenses incident to an employee's permanent change of station, provides, in relevant part, as follows:

"a. Actual expenses allowed. Reimbursement will be only for actual subsistence expenses incurred provided these are incident to occupancy of temporary quarters and are reasonable as to amount. Allowable subsistence

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expenses include only charges for meals * * *
[and] lodging * * * (Emphasis added.)

A "security deposit," under applicable Texas law, is defined as follows:

"(1) 'Security deposit' means any advance or deposit of money, regardless of denomination, the primary function of which is to secure full or partial performance of a rental agreement for a residential premises. 'Security deposit' does not include advance rentals." Vernon's Ann. Civ. St. Art. 5236e, § 1(1).

Thus, the term "security deposit," as distinguished from a subsistence expense in the nature of rent, refers to a deposit which protects the lessor against violation of the rental or other provisions of the lease. Since Mr. Kale forfeited the security deposit for breach of the lease for temporary quarters, such forfeiture may not be considered as a rental or lodging expense reimbursable to Mr. Kale as part of his actual subsistence allowance. B-178343, December 26, 1973.

In connection with the purchase of a residence at his new duty station (Houston), Mr. Kale states that he incurred a portion of the cost of a "mortgage title policy" and claims it as an allowable expense incurred in connection with a real estate transaction.

Office of Management and Budget Circular No. A-56, section 4.2d, revised August 17, 1971, states that "the cost of a mortgage title policy" is a reimbursable item of expense. However, the record shows that the policy for which Mr. Kale seeks reimbursement is an "owners title policy" and section 4.2d of OMB Circular No. A-56 specifically precludes reimbursement for the cost of such a policy. As distinguished from a "mortgage title policy," the cost of which is reimbursable, an "owner's title policy" is one which the purchaser of a residence obtains for his own protection and, as such, is regarded as a nonreimbursable personal expense, incurred at the employee's election, and not necessarily essential to the consummation of a real estate transaction. See B-175716, July 5, 1972; B-170571, November 16, 1971.

In view thereof, the general rule proscribing reimbursement for the cost of an owner's title policy is for application. The claim for

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reimbursement is therefore disallowed, and the decision of the Transportation and Claims Division (now Claims Division) is sustained.

R.F.KELLER

Deputy Comptroller General
of the United States