



Comptroller General  
of the United States  
Washington, D.C. 20548

# Decision

**Matter of:** Donna A. Sharp

**File:** B-258292

**Date:** December 20, 1994

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## DIGEST

An employee received written confirmation of her transfer on December 16, 1991, and her travel orders on December 30, 1991. She was required to report to her new duty station on January 8, 1992. She could not move before January 6, 1992, and the landlord insisted on the terms of the lease requiring at least 30 days' notice of leaving. In view of the short time period involved, the rent which she had to pay for January 1992 may be considered as a lease termination expense reimbursable under 41 C.F.R. § 302-6.2(h) (1991).

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## DECISION

Mrs. Donna A. Sharp appeals our Claims Group's Settlement Certificate which denied her claims for temporary quarters subsistence expenses (TQSE) or lease termination expenses.<sup>1</sup> Although we find that she is not entitled to TQSE, she is entitled to lease termination expenses of \$595.

Mrs. Sharp is an employee of the Defense Logistics Agency, Department of Defense (DOD), who was transferred in the interest of the government from Stuart, Florida, to Knoxville, Tennessee. Mrs. Sharp received a letter from DOD confirming her transfer on December 16, 1991, with travel to begin January 6, 1992. The letter advised her not to begin travel or make any monetary commitment until travel orders were prepared. She did not receive the travel orders until December 30, 1991, and she was required to report to Knoxville, Tennessee, on January 8, 1992.

After receiving the confirmation letter, she immediately mailed a letter to her landlord, on that same day, to notify him of her intention to vacate. The lease required a minimum period of 30 days written notice and the monthly rent of \$595 was payable on the first day of each month. The landlord insisted on the terms of the lease.

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<sup>1</sup>Z-2868480, April 7, 1994.

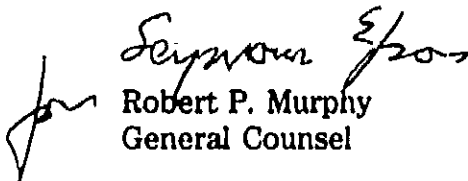
On December 31, 1991, Mrs. Sharp paid her rent of \$595 for January 1992. On January 6, 1992, with her husband and daughter she left Stuart, Florida, and arrived at her new permanent residence in Knoxville, Tennessee, on January 7, 1992. As required by DOD, she reported for duty on January 8, 1992, in Knoxville, Tennessee.

Due to the late notice of her transfer, Mrs. Sharp was unable to move all of her personal property out of her old residence and was unable to clean the leased premises, as required by her lease, before moving out on January 6, 1992. On January 12, 1992, Mrs. Sharp's husband and daughter returned to the leased premises, and remained there until the end of January. During this period, they cleaned the leased premises, settled other personal business, and moved out their remaining personal property. Because their furniture had been moved, they slept in sleeping bags and ate their meals in restaurants.

When this matter came before our Claims Group, Mrs. Sharp sought TQSE expenses for her husband and daughter for the period of January 12 to February 8, 1992, or in the alternative, lease termination expenses of \$595 for January 1992. Our Claims Group correctly denied the TQSE claim because Mrs. Sharp's husband and daughter had not vacated the residence quarters in which they were residing, as required by the Federal Travel Regulation (FTR), 41 C.F.R. § 302-5.2(c) (1991).

The alternative claim, however, is governed by 41 C.F.R. § 302-6.2(h) (1991), which provides for payment of expenses incurred in the settling of an unexpired lease, including month-to-month rentals. Since Mrs. Sharp did not receive confirmation of her transfer until December 16, 1991, and could not move before January 6, 1992, and since her landlord insisted on the terms of the lease, we believe that Mrs. Sharp's payment of \$595 for the January 1992 rent which was required by the lease, may be considered as a lease termination expense, which is reimbursable under the provisions of 41 C.F.R. § 302-6.2(h) (1991).

Accordingly, Mrs. Sharp's claim of \$595 may be paid as a lease termination expense.

  
Robert P. Murphy  
General Counsel