

DECISION



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

FILE:

DATE:

AUG 20 1975

50992

97474

MATTER OF: B-183588

Joseph P. Marala--Claim for Temporary Quarters
and Moving Expenses

DIGEST:

1. Employee's claim for temporary quarters and subsistence expenses (TQSE) previously disallowed because not incurred in the vicinity of employee's duty station (home port) may be allowed, as there is no requirement in Federal Travel Regulations (FTR) that TQSE be incurred in vicinity of duty station.
2. Employee's claim for real estate expenses previously disallowed because new residence was not in the vicinity of duty station (home port) may be allowed. If an employee works at a remote duty station where adequate family housing is unavailable, the place where the family resides is the residence eligible for expenses under the FTR.
3. Employee's claim for travel expenses from hospital to residence may not be paid as there are no provisions in the Federal Travel Regulations for reimbursement of travel under these circumstances.

This action is a request for an advance decision by a disbursing officer of the Jacksonville District, Corps of Engineers, Department of the Army, on the propriety of paying the reclaim voucher of Mr. Joseph P. Marala, a civilian employee of the Corps of Engineers who is stationed aboard a seagoing hopper dredge. The claim is for temporary quarters subsistence expenses (TQSE), real estate expenses, and travel expenses.

The record shows that the TQSE were incurred in connection with a permanent change of station (PCS) from Portland, Oregon, to Jacksonville, Florida, under Travel Order 528.5, dated November 28, 1973. The real estate expenses were incurred in December 1974 in connection with the purchase of a residence in Longwood, Florida. The travel expenses were incurred in August 1974 in connection with a trip from the hopper dredge (located at Brownsville, Texas) to the employee's temporary quarters in Altamonte Springs, Florida, following an illness.

We will first consider the claim for TQSE totaling \$314.46 for the period March 1 through March 26, 1974. The disbursing officer states that these expenses were previously disallowed in accordance

with 2 JTR C8251-4a which requires that an employee's TQSE be incurred "at the old or the new duty station or in the vicinity thereof." In the instant case the TQSE were incurred in Orlando, Florida, which according to the disbursing officer is not in the vicinity of Jacksonville, Florida, the employee's home port.

In explaining the disallowance, the disbursing officer stated:

"By regulation of the Office, Chief of Engineers, the seagoing hopper dredges are designated as the permanent duty station for individual employees assigned thereto for personal travel and per diem types of expenses. For permanent change of station allowances, however, an alternate point on dry land must be selected as the permanent duty station for determining entitlement to expenses incurred in moving dependents and household goods, purchase of a residence, and personal temporary quarters subsistence allowance. As no criteria have been established in regard to this matter in existing civilian travel regulations, the Jacksonville District, using the guidance provided in JTR, Volume 1, for the PCS allowances for Navy personnel, has established the policy that the home port of the dredge (Jacksonville, Florida) is the permanent duty station for the purpose of determining maximum limits for the above-mentioned PCS allowances. Thus, as Mr. Morala did not occupy temporary quarters at either his old or new duty station or in the vicinity thereof, he is not eligible for TQSE, and his personal temporary quarters subsistence expenses were disallowed."

With regard to the criteria used in determining entitlements under 2 JTR C8251-4a, it should first be noted that Volume 1 of the Joint Travel Regulations, "Members of the Uniformed Services," was not intended to apply to civilian employees, and its provisions are not germane to interpreting or construing the provisions of Volume 2. It should also be noted that Volume 2 of the Joint Travel Regulations, whose purpose is to further implement the Federal Travel Regulations (FPMR 101-7) for civilian employees of the Department of Defense, is administrative in nature and may not change any of the basic provisions or intent of the Federal Travel Regulations. There are no provisions in the Federal Travel Regulations, FPMR 101-7, para. 2-5, which set restrictions on the location of the employee in order to be eligible for TQSE. In discussing the relationship between TQSE and subsequent real estate expenses, we stated in B-177930, March 27, 1973:

"So far as concerns the temporary quarters allowance the regulations in regard thereto are not concerned with the location where the employee will select his permanent quarters."

Therefore, since the Federal Travel Regulations do not restrict the employee to a particular location in order to be eligible for TQSE, we have no objection to payment of Mr. Maraia's claim for TQSE, if otherwise proper.

We now consider the claim for real estate expenses, totaling \$1495.74. In December 1974 the employee purchased a permanent residence in Longwood, Florida, approximately 130 miles from Jacksonville, which is shown on his travel orders as his new official duty station. In explaining the disallowance of real estate expenses, the disbursing officer stated that reimbursement was not authorized because it was doubtful that the expense incurred would meet the eligibility requirements of 2 JTR C8350.

The pertinent regulation with respect to the payment of real estate expenses in Mr. Maraia's case would be FPMR 101-7, para. 2-4i, which pertains to remote duty stations, and provides in part as follows:

"* * * However, where the official station or post of duty is in a remote area where adequate family housing is not available within reasonable daily commuting distance, residence includes the dwelling where the family of the employee resides or will reside, but only if such residence reasonably relates to the official station as determined by an appropriate administrative official."

Similar provisions are found at 2 JTR C8350-1.6.

Since it appears that most of, if not all of, Mr. Maraia's duty is performed on the hopper dredge, a mobile duty station, along the vast ranges of coast line where regularly scheduled dredging is performed, we consider his duty station as being in a remote area where adequate family housing is not available.

We now turn to the specific real estate expenses claimed by Mr. Maraia. We note that the employee has claimed the following expenses: recording fee, title insurance, survey, credit reports, mortgage title insurance, state revenue stamps, state taxes, mortgage tax, photographs, closing fee, and rent. All of the above-enumerated expenses are normally allowable expenses under the provisions of FPMR 101-7, paras. 2-6.2c and d and 2 JTR C8352, if customarily paid by the purchaser, except the claim for rent. However, the contract for sale and purchase between Mr. Maraia and Perma-Bilt Homes provides in section 7 of the printed portion as follows:

"7. EXPENSES: State surtax and documentary stamps which are required to be affixed to the instrument of conveyance, intangible personal property taxes and the cost of recording the purchase money mortgage shall be paid by the seller. Documentary stamps to be affixed to the note or notes secured by the purchase money mortgage and the cost of recording the deed shall be paid by the buyer. Costs, if any, or preparation of closing documents and closing fee shall be borne equally by the seller and buyer."

Paragraph N of the Standards for Real Estate Transactions section of the contract provides:

"Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict herewith."

Section 9 of the contract under "Special Clauses" contains the following typed and handwritten statements:

- "A. Seller to pay discount.
- B. Subject to Veteran qualifying for a VA loan in the amount of \$20,500.00 @ 7-3/4% annual interest rate tandem financing.
- C. Seller to pay all loan and closing costs.
- D. Title insurance in lieu of abstract to be provided by Seller.
- E. Buyer to pay prepaid items and sic cost of credit report.
- F. In the event Buyer fails to qualify, all earnest money deposits except costs of credit report will be promptly refunded."

Thus it appears that the only real estate expenses to which Mr. Marria would be entitled are the \$45.65 for a credit report, \$50 for a survey, and \$14 for recording the deed, or a total of \$109.65.

With regard to the employee's claim for travel expenses from Brownsville, Texas, to Altamonte Springs, Florida, following an illness, we are unaware of any regulations which provide for reimbursement of travel expenses under the circumstances. Accordingly, the claim for such travel expenses is denied.

The voucher is returned herewith and may be certified for payment in accordance with this decision.

R.F. KELLER
Deputy
Comptroller General
of the United States