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DECISION



Mr. Richard E. Minella
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**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-186507

DATE: December 22, 1976

MATTER OF: Richard E. Minella - Relocation expenses -
Lease termination

DIGEST: An employee who in connection with the transfer of his official duty station terminates the lease on his apartment at the old duty station prior to the expiration date of the lease and is required to pay for cleaning, shampooing rugs, and painting is entitled to reimbursement of these expenses as they are expenses that are required to be paid incident to the termination of the lease.

This is in response to a request dated May 7, 1976, for an advance decision from Ms. Orris C. Huet, a certifying officer of the National Finance Center, U.S. Department of Agriculture, as to the propriety of certifying for payment a voucher in the amount of \$106.50 in favor of Mr. Richard E. Minella, representing expenses incurred incident to the settlement of an unexpired lease.

The record shows that Mr. Minella was authorized a change of official station from Columbus, Ohio, to Hyattsville, Maryland, under a travel authorization dated October 3, 1975. While stationed at his old duty station, Mr. Minella, on September 1, 1975, entered into a one-year lease agreement with the Deerwood Management Company for an apartment. A security deposit of \$215 was required to guarantee the return of the premises to the lessor at the termination of the lease in as good a condition as when received by the lessee, reasonable usage excepted.

Section 17(a) of the lease contained a transfer clause which provided that:

" * * * It is understood and agreed that, upon the written request to cancel said lease for the balance of the term hereof, said tenant shall be released from this Lease Agreement upon thirty (30) days written notice from the first of any

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month that the monthly rentals become due, provided all rents are paid to the date of such release and tenant provides bona fide evidence of involuntary transfer by present employer transferring out of the Columbia metropolitan area. Notwithstanding any of the other provisions of the Lease Agreement, if the tenant vacates the said premises for any reason whatsoever prior to a period of continuous occupancy for the period of the lease, then it is agreed that all costs to Lessor for cleaning, repairing and redecorating the premises for an incoming tenant or otherwise shall be paid by Lessee."

As a result of the termination of the lease Mr. Minella is claiming reimbursement of the following charges assessed against him by the lessor.

Cleaning	\$ 18.00
Painting	70.00
Shampoo of rugs	18.50
	<u>\$106.50</u>

Regarding the costs claimed by Mr. Minello in connection with the lease settlement, the Federal Travel Regulations (FPMR 101-7) in para. 2-6.2h provides in pertinent part as follows:

" * * * Expenses incurred for settling an unexpired lease * * * are reimbursable when (1) applicable laws or the terms of the lease provide for payment of settlement expenses, (2) such expenses cannot be avoided by sublease or other arrangement, (3) the employee has not contributed to the expense by failing to give appropriate lease termination notice promptly after he has definite knowledge of the transfer, and * * *."

Under the above regulation, Mr. Minella is authorized reimbursement of the settlement expenses listed above Section 17(a) of the lease provides that in the event of the early termination

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of the lease, the tenant must pay all the costs to the lessor for cleaning, repairing, and redecorating the premises for an incoming tenant. The lessor deducted the costs listed above from Mr. Minella's security deposit pursuant to the terms of section 17(a) of the lease.

Since the costs incurred are considered to be reimbursable under paragraph 2-6.2h of the FTR, the voucher may be certified for payment.

R. F. K. 1964
Deputy Comptroller General
of the United States