

B 189768

Title Insurance	\$ 81.00
Record Quit-Claim Deed from Taylor	3.00
7% Broker's Commission	2,240.00

Mr. Taylor is claiming reimbursement of these charges, totaling \$2,324, which are in fact costs assessed against the seller or owner of the property, Ms. Laura B. Ott.

The certifying officer questions whether the voucher may be certified for payment on the basis that since title to the property was not in Mr. Taylor's name at the time the property was sold to the Smiths, Mr. Taylor has not satisfied the title requirements set forth in paragraph 2-6.1c of the Federal Travel Regulations (FTR) (FPMR 101-7, May 1973). In response, Mr. Taylor explains that after his transfer to Alaska, he felt that the "easiest way to sell the house, without sending legal papers back and forth through the mail, was to sign a quit claim" allowing his mother to sell the property. He states that he signed the quit claim deed only after the Smiths had agreed to buy the property.

In B-174644, April 20, 1972, we held that the sale of a residence under a land contract effected a sale which permits reimbursement of real estate expenses under the provisions of 5 U.S.C. 5724a(a)(4) and the implementing regulations, now contained in FTR para. 2-6.1 et seq., (May 1973). Specifically, paragraph 2-6.3a provides, in part:

" * * * Amounts claimed must be supported by documentation showing that the expense was in fact incurred and paid by the employee. * * *"

In addition, FTR paragraph 2-6.1c provides for title requirements as follows:

"Title requirements. The title to the residence or dwelling at the old or new official station, or the interest in a cooperatively owned dwelling or in an unexpired lease, is in the name of the employee alone, or in the joint names of the employee and one or more members of his immediate family, or solely in the name of one or more members of his immediate family. * * *"

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In the present case, Mr. Taylor had an equitable interest in the property by virtue of his original land contract with Ms. Laura B. Ott. See 51 Michigan Law Review, 509, 547 (1953). When Mr. Taylor quit claimed the property to Ms. Laura B. Ott, he divested himself of any interest in the property. Since the quit claim deed conveyed to Ms. Laura B. Ott his full interest in the residence, the expenses of that transaction may be reimbursed. The record shows the only expense incurred was a fee of \$3 for recording the quit claim deed.

Mr. Taylor, however, has requested payment of expenses incurred by Ms. Laura B. Ott in the subsequent sale to the Smiths. In so doing, he had argued that he quit claimed his interest to Ms. Laura B. Ott in order to permit her to sell it for him without having documents travel in the mail. However, since the title requirement of ITR para. 2-6.1c are not met, the claimed expenses resulting from the transaction between Ms. Laura B. Ott and the Smiths may not be paid.


Acting Comptroller General
of the United States