



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

Decision

Matter of: Dr. Lester M. Crawford - Forfeited Room
Deposit

File: B-246928

Date: May 6, 1992

DIGEST

An employee made a nonrefundable room deposit incident to official travel to Rio de Janeiro, Brazil. Subsequently, the employee learned from the U.S. Embassy that the hotel he had chosen was in an area with critical crime levels and the Embassy recommended avoiding that hotel. The employee changed hotels, but forfeited the deposit. The employee may be reimbursed for the deposit because the forfeiture occurred for reasons acceptable to the agency and the employee had acted reasonably and prudently.

DECISION

A United States Department of Agriculture (USDA) authorized certifying officer requests an advance decision on Dr. Lester M. Crawford's claim for reimbursement for a forfeited room deposit. For the reasons stated below, we authorize payment of the claim.

BACKGROUND

Dr. Crawford is an employee of the Food Safety and Inspection Service, a USDA component. In August 1991, he represented the USDA at the XXIV World Veterinary Congress (WVC) in Rio de Janeiro, Brazil. Host Turismo de Eventos, whom WVC selected to make the travel arrangements for the attendees, sent Dr. Crawford a list of available hotels, from which he chose the Miramar because it was within walking distance of the conference and its rates were within allowable per diem for that area. The Miramar required a \$310 deposit, which would become nonrefundable after June 30, 1991. Dr. Crawford paid the required deposit by personal check.

On July 25, 1991, the American Embassy notified Dr. Crawford by telegram that the crime threat in Rio de Janeiro was critical, and recommended a number of precautions. That

telegram did not specifically mention the Miramar hotel. However, on August 7, Dr. Crawford learned from a fellow USDA employee that an Agricultural Counselor in Brazil had specifically warned the employee in a June 26 telegram about personal security problems at the Miramar and that the Embassy was recommending the Sheraton Hotel. Dr. Crawford then contacted the Agricultural Counselor to confirm this information.

Dr. Crawford had two options regarding the Sheraton. The Agricultural Counselor offered to make reservations for Dr. Crawford for \$99.75 for each of the five nights of his trip, with no refund of his room deposit. Host Turismo offered to refund half of Dr. Crawford's deposit if he had Host Turismo book his room at the Sheraton at the full regular rate of \$160 each night. Dr. Crawford chose to have the Agricultural Counselor make his reservation because he believed it was more economical overall.¹

The agency recommends payment of Dr. Crawford's claim on the basis of its determination that he was justified in changing hotels because of the security risks at the Miramar. The agency further believes that Dr. Crawford acted reasonably and prudently in obtaining lodgings at the Sheraton through the Agricultural Counselor, even though he could have recovered half of his room deposit by having Host Turismo make his reservation at a higher rate.

OPINION

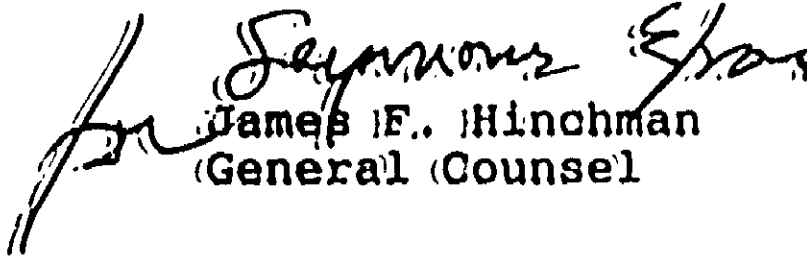
The Federal Travel Regulation permits agencies to reimburse employees for a forfeited room deposit as a necessary expense of travel if several conditions are met. 41 C.F.R. § 301-7.14(c)(3) (1991). The employee's travel must be curtailed or interrupted for the benefit of the government or for reasons beyond the employee's control that are acceptable to the agency. 41 C.F.R. § 301-7.14(c). Further, the agency must determine that the employee acted reasonably and prudently in incurring the costs. 41 C.F.R. § 301-7.14(c)(1)(1).

¹Actually, it appears the Host Turismo option was slightly less expensive. Under that option, Dr. Crawford would have paid \$645 for his room (5 nights x \$160 minus \$155 for half the room deposit) and lost \$155 of his deposit, for a total of \$800. Under the other option, he paid \$498.75 for his room (5 nights x \$99.75) and lost his entire deposit of \$310, for a total of \$808.75. However, we consider this difference de minimis and would not compel a different result in this case.

It is our view that Dr. Crawford should be reimbursed for the forfeited room deposit even though his situation did not involve the curtailment or interruption of his travel. His situation is not directly addressed in the travel regulations. However, we have held that, in situations where the agency determines that the employee acted reasonably in incurring costs for lodging incident to his temporary duty, but is unable to occupy such lodging because of conditions beyond his control, he may be reimbursed on an actual expense basis. Milton J. Olsen, 60 Comp. Gen. 630 (1981). Accordingly, we have allowed payment to government travelers for the cost of hotel rooms they have rented but, because of unforeseen circumstances or a change in government requirements, they could not use. For example, in Dora M. Perez, B-225155, July 16, 1987, we allowed the employee's claim for reimbursement of no-show lodging reservations under the circumstances in which the failure to locate the proper motel and consequent liability for no-show reservations were due to an erroneous address in the General Services Administration's Directory. See also Loida Velilla, B-214204, Oct. 19, 1984.

In this case, Dr. Crawford first received a general warning about the critical level of crime in the area on July 25 and later learned that Embassy personnel specifically were warning travelers to avoid the Miramar hotel. Given these warnings, we agree with the agency's determination that Dr. Crawford acted reasonably in obtaining other lodgings since this information was tantamount to a change in government requirements for his travel. The record does not explain why the contents of the June 26 telegram, which was sent to another USDA employee, did not reach Dr. Crawford until August 7, after the June 30 cut-off date for a refund of Dr. Crawford's room deposit. Regardless of the reason, it is clear that Dr. Crawford did not know before June 30 that he should change his lodgings to comply with the Embassy's safety concerns.

Based on these facts, we conclude that Dr. Crawford may be reimbursed for the forfeited room deposit.


James E. Hinchman
General Counsel