

DECISION

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

60573

FILE: B-183490

DATE: JAN 8 1976

MATTER OF: Joseph H. Baylis - Excess Weight of Household Goods

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DIGEST:

Employee was transferred from Denver to Los Angeles. Before most of his household effects were shipped to Los Angeles, he was retransferred to Sacramento, a location farther from Denver. He is entitled to mileage based on the greater distance from the original station to the final station in determining the commuted payment covering the transportation of the household effects. However, total reimbursement for actual successive transfers may not exceed the reimbursement the employee would otherwise have been entitled for each transfer individually. Further, maximum weight which may be transported incident to any one transfer at Government expense is subject to 11,000 pound limitation in 5 U.S.C. § 5724.

This decision responds to the request dated March 17, 1975, of Elaine K. Shellenan, an authorized certifying officer of the Federal Mediation and Conciliation Service, concerning the voucher of Mr. Joseph H. Baylis for payment of \$1,756.53 in connection with the movement of 9,480 pounds of household effects incident to his successive changes of station from Denver, Colorado, to Los Angeles, California, and from Los Angeles to Sacramento, California, pursuant to Authorizations for Travel Nos. 0-74-75, September 26, 1973, and 0-73-95, June 5, 1973.

For both changes of station from Denver to Los Angeles and from Los Angeles to Sacramento, Mr. Baylis was authorized to transport household effects. Mr. Baylis was reimbursed \$117.29 for 740 pounds of household goods as a partial shipment from his home near Denver to Los Angeles, and later \$263.11 for 1,520 pounds of household goods shipped from Los Angeles to Sacramento. However, he was transferred to Sacramento before most of his household goods could be shipped to Los Angeles. Consequently, he ordered those goods to be shipped directly from the Denver area to the Sacramento area.

On September 11, 1974, Mr. Baylis submitted an additional claim for \$1,756.53 for the final shipment of 9,480 pounds of household goods from Denver to Sacramento. Mr. Baylis actually shipped 12,400 pounds, but he claimed only 9,480 pounds, representing the difference between the 11,000

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pounds originally authorized and the 1,520 pounds previously shipped from Los Angeles to Sacramento for which reimbursement had already been received.

By Administrative Suspension Statement dated September 24, 1974, the agency deducted \$603.75 from the voucher and authorized payment of \$1,152.61. The amount was computed by determining the rate for a shipment of 11,000 pounds from Los Angeles to Sacramento on a commuted rate basis (\$1,415.72), less \$263.11, the amount reimbursed separately for the prior shipment of 1,520 pounds from Los Angeles to Sacramento. The authorized certifying officer cites as authority for such determination paragraph 2-8.2(d) of the Federal Travel Regulations, FPMR 101-7, which provides in pertinent part as follows:

"d. Origin and destination. Cost of transportation of household goods may be paid by the Government whether the shipment originates at the employee's last official station or place of residence or at some other point, or if part of the shipment originates at the last official station and the remainder at one or more other points. Similarly, these expenses are allowable whether the point of destination is the new official station or some other point selected by the employee, or if the destination for part of the property is the new official station and the remainder is shipped to one or more other points. However, the total amount which may be paid or reimbursed by the Government shall not exceed the cost of transporting the property in one lot by the most economical route from the last official station of the transferring employee (or the place of actual residence of the new appointee at time of appointment) to the new official station.

* * *

This provision permits reimbursement for the costs of transportation of household goods regardless of whether the point of origin or destination of some or all of the goods is the old or new official station or some other point, provided that the costs do not exceed the cost of transporting the property in one lot by the most economical route.

In the case of successive transfers, however, such as involved herein, the general rule enunciated in our prior decisions is that the employee is entitled to reimbursement for transportation of his household goods from the first to the third duty stations if such transportation is commenced within 2 years from the effective date of the initial

transfer, as specified in paragraph 2-1.5(a)(2) of FPMR 101-7. See 48 Comp. Gen. 651 (1969). However, the total reimbursement for the actual successive transfers may not exceed the reimbursement to which the employee would otherwise have been entitled for each transfer individually. The transportation of Mr. Baylis' household goods from Denver to Sacramento commenced August 14, 1974, which date is within the 2-year limitation period. Therefore, reimbursement may be based on the commuted rate for the actual distance of the shipment, from the Denver area to the Sacramento area, in accordance with the rule expressed above rather than the rate between Los Angeles and Sacramento.

However, as recognized in both the travel voucher submitted and the suspension statement issued, the maximum weight of the goods authorized to be transported at Government expense incident to any one transfer is 11,000 pounds. See 5 U.S.C. § 5724 as implemented by Federal Travel Regulations (FPMR 101-7), para. 2-8.2 (May 1973). Therefore, in accordance with the rules expressed above, Mr. Baylis should be reimbursed for the shipment of 11,000 pounds of household goods based upon the commuted rate from Denver to Sacramento, minus \$263.11 previously reimbursed Mr. Baylis for the shipment of 1,520 pounds from Los Angeles to Sacramento. The other reimbursement received by Mr. Baylis for 740 pounds of household goods shipped from Denver to Los Angeles would appear to be within the total reimbursement for actual successive transfers indicated above, and thus, it need not reduce the reimbursement under the travel authorization covering the change of station from Los Angeles to Sacramento. The voucher which is returned may be certified for payment in accordance with this decision.

R.V. KELLER

**Comptroller General
of the United States**

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

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FILE: B-183018

DATE: JAN 8 1976

099~~556~~MATTER OF: Amilcare J. Ciarrocca - Settlement of
Unexpired Lease

250

DIGEST:

Employee, who entered into 1-year sublease agreement for the sharing of an apartment with fellow employee but who was transferred to a new official duty station after 3 months, is not entitled to reimbursement of the rent he paid under the agreement for the balance of the term for lack of reasonable effort to relet the premises.

This action is an appeal from the Settlement Certificate issued by our Transportation and Claims Division on August 20, 1974, denying the claim of Mr. Amilcare J. Ciarrocca for reimbursement of expenses incurred in settling his unexpired lease upon transfer of official duty station as an employee of the Federal Aviation Administration (FAA).

The record shows that a fellow employee, Mr. Karl Rothfuss, leased an apartment on September 1, 1972, in Rosemont, Illinois, for 1 year at a monthly rent of \$195. Under the same date he sublet one-half of the apartment to Mr. Ciarrocca at \$97.50 per month. Approximately 2 months thereafter Mr. Ciarrocca was notified of a pending permanent change of station, and his orders to that effect were issued on November 20, 1972. The actual transfer took place on November 26, 1972, and Mr. Ciarrocca became liable for a settlement of the unexpired lease between himself and Mr. Rothfuss. This liability was discharged on May 1, 1973, by Mr. Ciarrocca paying \$877.50 to Mr. Rothfuss, representing one-half of the rent for the apartment for the period of December 1, 1972, to August 31, 1973.

Reimbursement for the cost of settling an unexpired lease at an employee's old duty station incident to a change of station was governed, during the period involved, by section 4.2h of Office of Management and Budget Circular No. A-56, revised August 17, 1971, which provided:

"h. Settlement of an unexpired lease. Expenses incurred for settling an unexpired lease (including month-to-month rental) on residence quarters occupied by the employee at the old official station may include broker's fees for obtaining a sublease or charges for

advertising an unexpired lease. Such expenses 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 proposed transfer, and (4) the broker's fees or advertising charges are not in excess of those customarily charged for comparable services in that locality. Itemization of these expenses is required and the total amount will be entered on an appropriate travel voucher. This voucher may be submitted separately or with a claim that is to be made for expenses incident to the purchase of a dwelling. Each item must be supported by documentation showing that the expense was in fact incurred and paid by the employee."

Our Transportation and Claims Division disallowed the claim on the ground Mr. Ciarrocca had failed to show that he attempted to avoid the expenses by a sublease or other arrangement, as required by section 4.2h(2) quoted above.

From the submission, it appears that pending the closing of the FAA Cleveland Area Office, Mr. Rothfuss and Mr. Ciarrocca were notified of their transfer to Chicago. Mr. Rothfuss was the first to leave the Cleveland area, and an oral agreement was reached between the two that they would share an apartment in the Chicago area. In reliance on this agreement, Mr. Rothfuss rented an apartment in his name as of September 1, 1972. When Mr. Ciarrocca arrived in the Chicago area in early September, the sublease agreement was executed between the two of them as of September 1, 1972.

When it became apparent in November 1972 that Mr. Ciarrocca was going to be transferred to Canton, Ohio, he notified Mr. Rothfuss of his pending transfer and attempted to sublet his portion of the apartment by contacts with newly arrived FAA employees in the area and by posting "For Rent" cards on the bulletin board in his office area. These attempts to sublet were confirmed by Mr. Rothfuss.