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PLM-2

DECISION



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

FILE: B-196449

DATE: January 9, 1980

MATTER OF: James A. Ferguson

DIGEST: 1. Civilian employee of Air Force shipped mobile home incident to permanent change of station after receiving agency assurances that total cost would be reimbursed. Cost of shipment exceeded employee's maximum entitlement under 5 U.S.C. 5724 which limits reimbursement to amount employee would have received for shipping and temporary storage of 11,000 pounds of household effects. Employee may not receive in excess of this amount. Agency error does not bind Government to pay in excess of this amount.

(See end)

2. Civilian employee of Air Force receives travel advance of \$7,600 to cover his travel and transportation costs, including shipment of mobile home, incident to permanent change of station. Employee seeks waiver of indebtedness arising because travel advance exceeded allowable costs. Waiver may not be granted since authority under 5 U.S.C. 5584 does not extend to waiver of travel or relocation costs.

Costs → Mr. James A. Ferguson, a civilian employee of the Air Force, has appealed the denial of his claim for full reimbursement of the cost of shipping his mobile home incident to a permanent change of station. Because Mr. Ferguson has received the maximum reimbursement allowable under the relevant statute and implementing regulations, the claim is denied.

Incident to a permanent change of station from Yuba City, California, to Randolph Air Force Base, Texas, Mr. Ferguson was authorized to move his household goods at Government expense. He set a date for the move with a

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commercial moving company. Mr. Ferguson then tried to sell his residence, a double width mobile home. After trying to sell the mobile home for 4 weeks without success, the claimant became concerned as the date for his move was growing near. He called Air Force personnel and asked whether he could have his mobile home moved at Government expense. Mr. Ferguson was advised that the Government would pay, and he was told to get an estimate from a commercial mover. After receiving an estimate of \$7,638.17, the claimant called the Air Force who advised him that they would pay the actual moving expenses. Mr. Ferguson then scheduled the shipment of his mobile home and received a travel advance of \$7,600 for various expenses related to his relocation.

The move of the mobile home was completed and Mr. Ferguson submitted a claim for \$8,519.62 for travel expenses incident to his transfer. The amount consisted of \$1,906.04 for various travel allowances and \$6,613.58 for shipment of the mobile home. The Air Force approved payment of \$1,906.04 for the various travel allowances but only \$3,781.80 for the shipment of the mobile home. The amount of \$2,831.78 was disallowed because it was in excess of the maximum reimbursement allowed under regulation for shipment of mobile homes. Since Mr. Ferguson had received a travel advance of \$7,600 and had allowable expenses of \$5,687.84 (\$1,906.04 + \$3,781.80), the Air Force requested the claimant to return \$1,912.16 of the travel advance.

Mr. Ferguson does not contest that the regulation limits his maximum reimbursement but he believes that under the circumstances he should receive full reimbursement of the shipment costs which would be \$919.62 over the \$7,600 travel advance. He requests that if full reimbursement of his costs is precluded he be allowed to retain the \$1,912.16 overpayment.

We concur with our Claims Division's denial of this claim that no statutory authority exists to allow further payment or waiver of the debt.

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The authority for paying the costs of shipping a mobile home is contained in 5 U.S.C. 5724(b) as implemented by para. 2-7.4 of the Federal Travel Regulations (FPMR 101-7) (May 1973). This statutory provision limits the amount the Government may pay to an employee for the commercial movement of his mobile home to the maximum payment which an employee could have received for the transportation and temporary storage of his household effects. Mr. Ferguson received payment in accord with this specific statutory limitation for reimbursement of expenses as implemented by para. 2-7.4 of the Federal Travel Regulations. We have no authority to contravene the statutory limitation and authorize an additional payment.

Regarding the claimant's alternative request that we waive his debt to the Government, we are precluded by express statutory provision from so doing. Under section 5584 of title 5 of the United States Code, there is authority for the waiver of an individual's debt to the United States. However, subsection (a) of this statute provides that waiver may not be exercised if the indebtedness arises out of an erroneous payment of travel and transportation expenses and allowances and relocation expenses. Therefore, we have no authority to waive debts arising from costs in excess of an individual's maximum entitlement under 5 U.S.C. 5724. John W. Murphy, B-186753, September 24, 1976.

In denying this claim, we recognize the Air Force has admitted that it supplied the claimant with erroneous information regarding his statutory entitlement for moving costs. However, the reliance on information supplied by a Government official, later established to be erroneous, does not provide a legal basis for payment of a claim. Unless there is specific statutory authority, the United States cannot be held liable for losses sustained by an individual due to the erroneous acts of its officers or employees. See Federal Crop Insurance Corporation v. Merrill, 322 U.S. 380 (1947); Posey v. United States, 449 F. 2d 228 (1971); and Parker v. United States, 198 Ct. Cl. 661 (1972).

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the claimant

Thus, ~~Mr. Ferguson~~ may not receive any additional payment and he must return to the Air Force the overpayment he has received.

Milton J. Fowler

For the Comptroller General
of the United States