

vlink="#551A8B" alink="#FF0000">

DATE: April 17, 2000

---

In Re:

[Redacted]

Claimant

---

Claims Case No. 00012801

## CLAIMS APPEALS BOARD DECISION

### DIGEST

A travel advance is generally an appropriate payment when made, and therefore a debt resulting from receipt of a travel advance is not subject to waiver under 10 U.S.C. § 2774. Debt of a member who received an advance for the movement of his mobile home and who sold the mobile home before moving is not subject to waiver consideration. The member should have returned the advance at the time of the sale, because he knew he would not be using the advance for its intended purpose, and sought advice as to other entitlements.

### DECISION

This is in response to an appeal of our July 30, 1999, Settlement Certificate, DOHA Claim No. 99061704, which denied a member's request for waiver of a debt to the government. The debt arose when the member received an advance payment of \$7,206.09 to move his mobile home to his home of selection upon retirement.

### Background

The record indicates that the member was issued orders placing him on the temporary disability retired list effective December 9, 1995. In anticipation of those orders, the member received a Transportation Management Office (TMO) out-processing briefing in November 1995. The member was given an advance payment in the amount of \$7,206.09 to move his mobile home from New Mexico to his then home of selection in Florida. In June 1996, within the authorized time parameter for movement, the member tried to make arrangements to move the mobile home to Florida. He was informed, however, that this could not be done because the width of the mobile home exceeded the allowable limits. He then tried to make arrangements to move his mobile home to California, but the same state-imposed width restrictions applied. As a result of this information, in July 1996, the member sold his mobile home and moved to California. The member had his household goods shipped after selling his mobile home. He purchased a new mobile home in California and had it moved to his new location. He used the advance to defray the expenses of the move.

In the late fall of 1998, the member filed travel vouchers and was reimbursed all authorized travel expenses for him and his dependents in connection with his retirement move. In February 1999, the Air Force Joint Personal Property Shipping Office sent the member a memo concerning excess costs for the shipment of personal property, referring to the \$7,206.09 advance. The member tried to rebut the excess costs determination, citing B-229337, June 21, 1988 (hereafter cited as 67 Comp. Gen. 484) stating the TMO briefing provided incorrect information on the movement of his mobile home and that as a result of the erroneous information, he had lost money when he sold his mobile home before his move to his home of selection. Subsequently, the Air Force determined that the member's only debt was the advance for the move of his mobile home, not excess costs related to the movement of his personal property. In 1999, the member was reimbursed for the shipment of his household goods. According to the administrative report, the member has been reimbursed for all costs associated with this travel and for the shipment of his household goods.

The Defense Finance and Accounting Service (DFAS) determined that the advance was not an erroneous payment and was therefore ineligible for waiver consideration. Our Settlement Certificate sustained that determination stating that the member was properly issued the advance to move his mobile home to his home of selection. Although it is unfortunate that he was unable to move the mobile home due to the width restrictions, this does not change the fact that the advance he received was legal and proper when made.

### Discussion

Under 10 U.S.C. § 2774, we have the authority to waive a claim for an erroneous payment of pay and allowances. In order to be considered for waiver, a payment must be erroneous at the time it was made. Payments that are valid when made are not erroneous payments for the purposes of waiver under section 2774. Travel advances are not meant to represent a final payment to which a traveler is entitled. Travelers who receive advance travel funds are on notice that they are entitled to be reimbursed only for legally authorized expenditures. A travel advance is generally an appropriate payment when made, and therefore a debt resulting from receipt of a travel advance is not subject to waiver under 10 U.S.C. § 2774. *See* B-229337.3, Nov. 7, 1990.

The member in this case argues that the advance was improper in that the TMO should not have given him an advance because it had information available showing that a mobile home the size of the member's could not be moved to Florida. The member cites B-266251, May 13, 1996, and 67 Comp. Gen. 484 (1988) for the proposition that waiver may be granted in limited circumstances where an employee can demonstrate that there was government error. The error contemplated in those decisions generally involves improper orders or an erroneous authorization. We are aware of no error in the member's orders and he was properly authorized to move his mobile home. Therefore, the advance was proper when made. The November 9, 1995, letter from the TMO office to the member authorizes the advance for the purpose of the member making his own arrangement for movement of a mobile home.<sup>(1)</sup> The amount of the advance was calculated on the member's authorized weight allowance and acceptance of the advance precluded movement at government expense of the household goods. When the member sold his mobile home, he was aware that he would not be using the advance for the purpose intended, the move of the mobile home to his home of selection. At that point, he should have returned the advance and requested that the government pay to ship his household goods to his home of selection. He subsequently applied for and was reimbursed for his travel expenses and household goods shipment relative to his retirement. The \$7,206.09 was not used by the member for the purpose for which he received it, the movement of his mobile home to his home of selection, and was not offset against the vouchers he submitted for travel and transportation. The member should not receive a windfall due to what he perceives as an error on the part of the TMO in not explaining to him that Florida had size limitations that excluded his mobile home from being transported in that state.

## Conclusion

We affirm the Settlement Certificate.

\_\_\_\_\_/s/\_\_\_\_\_

Christine M. Kopocis

Acting Chairman, Claims Appeals Board

\_\_\_\_\_/s/\_\_\_\_\_

Michael H. Leonard

Member, Claims Appeals Board

\_\_\_\_\_/s/\_\_\_\_\_

Jean E. Smallin

Member, Claims Appeals Board

1. It was appropriate for the TMO to authorize an advance for the movement of a member's mobile home. We note that the authorization letter for the advance in this case does not specify what state the member was moving to nor the size of his mobile home. Responsibility for making arrangements for the move-and therefore ascertaining the applicable state regulations-rested with the member.