



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Katherine H. Briley - Lodging Expenses -
Government Quarters Available -
Reconsideration

File: B-256982.2

Date: January 17, 1995

DIGEST

Section 1589 of title 10, United States Code, prohibits use of Department of Defense funds to pay lodging expenses of DOD employees traveling on official business when adequate government quarters are available for the employees. This section does not bar reimbursement to an employee who stayed in non-government quarters while government contract quarters were available if the stay in non-government quarters results in no added expense to the agency. Previous decision, B-256982, June 10, 1994, which denied the employee's claim is reversed based on new information showing that the agency incurred no expense for the unoccupied contract quarters.

DECISION

The Defense Finance and Accounting Center (DFAC) requests reconsideration of our decision, Katherine H. Briley, B-256982, June 10, 1994, denying Ms. Briley's claim for lodging expenses she incurred staying in non-government quarters during a temporary duty (TDY) assignment.¹ Based on information provided by the agency that was not furnished to us at the time we previously considered this matter, we reverse and approve payment of the claim.

BACKGROUND

Ms. Briley, a civilian employee of the Navy, performed temporary duty at New London, Connecticut, beginning on March 5, 1993. Her travel orders stated that government quarters would be available at New London. These quarters were available in the Suisse Chalet hotel, which provided government contract lodgings on the Naval base at New

¹The request for reconsideration was submitted by the Chief, Travel Division, DFAC, Columbus, Ohio.

London at a cost of \$55.68 per night. Ms. Briley stayed there the first night of her TDY assignment, but, then stayed the next two nights at an off-base hotel that charged \$50.40 per night.

We upheld the disbursing officer's denial of Ms. Briley's claim for her off-base lodging expenses based on 10 U.S.C. § 1589, which prohibits use of funds available to the Department of Defense to pay the lodging expenses of a civilian employee on official travel "where adequate Government quarters are available but are not occupied by such employee or person."

In deciding Ms. Briley's case, we distinguished her circumstances from those in Robert Samalis, B-252291, June 18, 1993, in which we allowed partial reimbursement to an employee for lodging expenses he incurred staying in a non-government contract hotel, although a room was available at another hotel under a contract with the agency.² Payment was allowed because the reservation for the room at the contract hotel was canceled at no expense to the agency. In Ms. Briley's case, the Suisse Chalet contract required the agency to pay for a minimum number of rooms whether they were occupied or not, and, based on the record submitted with Ms. Briley's claim, we noted, "there is no indication that such obligation was not incurred during the two nights Ms. Briley stayed elsewhere." Briley, supra, at 2.

In its request for reconsideration, DFAC documented that the contract with the Suisse Chalet required the agency to guarantee a minimum of 112 rooms each night and that the occupancy rate in the Suisse Chalet for each of the nights Ms. Briley stayed in the non-contract hotel exceeded that amount. DFAC asserts, therefore, that the agency did not incur any additional costs for unoccupied rooms on the nights Ms. Briley stayed in non-contract quarters, and thus Ms. Briley should be reimbursed on the same basis as was the employee in Samalis.

OPINION

The legal principle stated in our original decision in Ms. Briley's case remains valid. However, the additional facts presented to us compel a different result.

We held in Samalis, supra, that it is implicit in 10 U.S.C. § 1589 that reimbursement to employees for off-base lodgings is precluded where other appropriated funds are being used to maintain unoccupied quarters for the employees, but where no expense is incurred for unoccupied quarters, the statute is not offended by allowing reimbursement. Samalis, supra at 2, 3.

²Reimbursement was limited to the lesser amount that the agency would have paid had the employee occupied the contract quarters.

Since it has been established that no funds were used to maintain unoccupied quarters at the Suisse Chalet for Ms. Briley on the nights she stayed in the non-contract quarters, we now have no objection to the payment of her claim.

/s/ Seymour Efros
for Robert P. Murphy
General Counsel