

PLM-1

DECISION



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

10,008

FILE: B-192767

(PN)

DATE: May 3, 1979

(PN)

MATTER OF: Colonel Gerald S. Griffith and Major Richard L. Stamm

[Claim for Per Diem for Temporary Duty in Foreign Country]

DIGEST: Authorized military official made hotel reservations for Army officers incident to their temporary assignment in the Netherlands. The officers received orders which stated that they were to pay hotel bill and the reservations could not be altered without official approval. The officers were later assigned elsewhere and did not occupy the rooms on several nights. The Army officers were required to pay for rooms for the days originally reserved. The officers may be reimbursed the actual amounts paid for rooms while assigned elsewhere since under the circumstances the expenses may be considered an obligation of the Government.

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DLG-01485

By letter of May 2, 1978, the Finance and Accounting Officer, Department of the Army, Headquarters III Corps and Fort Hood, Fort Hood, Texas, has requested an advance decision as to whether Colonel Gerald S. Griffith and Major Richard L. Stamm may be reimbursed the costs imposed under the law of a foreign country for reserved hotel rooms which they did not occupy due to a change in orders. The request was assigned PDTATAC Control No. 78-32 and forwarded to this Office by the Per Diem, Travel and Transportation Allowance Committee.

(AGC 9/0025)

DLG-01484

On February 15, 1978, by amended orders, the two officers were ordered to Europe for temporary duty during the latter part of February and the beginning of March. In connection with this, the officers were specifically assigned to the Netherlands for the period of March 1-8, 1978. Since no military quarters were available to house the officers, an authorized military official had previously reserved rooms on February 2, 1978, for the officers at the Hotel Maastricht, the Netherlands, for March 1-8, 1978.

After the reservations were made the two officers were informed that they would have to be in the Federal Republic of Germany on March 1-4, 1978. Accordingly, the authorized military official sought to cancel the reservations for those days. He was informed

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by the hotel management that this was impossible under the laws of the Netherlands. The laws of the Netherlands required payment for the room for the total nights reserved even if the room would not be used on each night.

The officers arrived at the Hotel Maastricht on the evening of March 4, 1978. Major Stamm stayed until the end of his reservations. However, Colonel Griffith stayed for only one night as he was ordered back to the Federal Republic of Germany on March 5, 1978. Both officers paid personal funds for the room for the 7 days which had been reserved.

When the officers submitted their travel vouchers, they were not reimbursed for the hotel costs for the time they did not occupy the rooms. For Colonel Griffith, this was 6 days at \$22 per day and for Major Stamm this was 3 days at \$20 per day. Reimbursement of these costs was denied, pending our decision, because there is no provision in the Joint Travel Regulations which covers this situation.

In 41 Comp. Gen. 780 (1962) we approved payment for unused rooms reserved at a Sydney, Australia, hotel when the reservations were cancelled late in the afternoon of the day for which the rooms had been reserved, and the hotel was unable to rent all the rooms. Regarding payment for the unused hotel reservations, we said:

"Ordinarily the cancellation of hotel reservations within a reasonable time prior to their dates involves no liability for payment therefor. In view, however, of the fact that the hotel was not advised that the reservations would not be needed until late in the afternoon of the day for which the rooms were engaged, and since the hotel endeavored to rent the rooms immediately after receipt of such notice, the claim may be considered a necessary expense incident to the authorized project flight." 41 Comp. Gen. at 781.

We followed this holding in 51 Comp. Gen. 453 (1972), in which the reservations were cancelled a week ahead but it was found that the hotel was unable to use the space reserved by the Government despite attempts to do so.

In the above cases where we approved payment for unused hotel accommodations, the reservations were made by the Government directly.

In each case, the employees who were to use the accommodations were not parties to the transaction. In cases where the employee was being reimbursed on a per diem basis, and made a hotel or motel reservation himself, or through an agent on his behalf, we have refused to approve payment on the theory that the Government was not a party to the agreement. See 48 Comp. Gen. 75 (1968).


In B-181266, December 5, 1974, we said:

"While it has been held by this Office that unused hotel reservations contracted for by the Government but not cancelled within a reasonable time prior to the requested date will generally involve liability on the part of the Government to pay for the unused rooms (41 Comp. Gen. 780 (1962), B-121198, August 1, 1955), this principle has no application where there are only agreements between individuals traveling on per diem and the hotels. 48 Comp. Gen. 75 (1968)."

In the instant case, the reservations were not made by the officers but by an authorized military official acting in his official capacity. The record discloses that both officers reviewed written notification of the reservations and that they could not alter the reservations without official approval. In effect, because of the nature of their mission, the two officers were ordered to stay at this hotel and had no part in the making of their reservations.

Under these circumstances, the agreement to reserve the rooms for the two officers made by an authorized military official may be considered an obligation of the Government, and is to be distinguished from the situation where Government employees being reimbursed on a per diem basis made hotel reservations themselves, or where reservations are made on their behalf by another Government employee.

Accordingly, the vouchers are returned and may be paid if they are otherwise correct.


Deputy Comptroller General
of the United States