Title: Law of Obligations

Lease

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[0:20]

Lease… it's a consensual contract.

Lessor agrees to make available the object of lease for the lessee to use.

So that's a lessor's obligation.

And lessee has the right to use for the duration agreed between the parties.

And lessee has the obligation to pay rent.

So that's… that's it.

Object of lease can be anything.

It can be movables or… immovables, building or land.

When it's about building, then protection of lease may pose another problem which is now regulated by special legislation to protect residential lease or commercial lease.

So about the object of lease, we can think about movables and then immovables.

But there are two types of immovables under Korean law, right?

Um… one is land, and the other is building.

Now regarding this building, there is special need to protect the security of lease.

Why? Why… only about the building, not the other object of lease?

And we have this residential dwelling, residential lease and commercial lease.

These two are all regulated by special legislation to protect lease.

Why there is special need to protect that kind of lease, not the other kind of lease?

(Student Speaking)

[3:10]

Yes, Yes. She pointed out.

It's the livelihood which is at stake.

It's not only using some objects.

It's a household's life or person's life.

And commercial shop also requires far greater protection.

There is a maximum period of lease.

Well, actually, certain kind of lease of land for the purpose of owning sturdy buildings, no maximum.

Lease of land for plantation or salt mining, no maximum.

So these two land lease are the only cases where indefinite period of lease is permitted under Korean law.

Or other lease, we have maximum period of lease, 20 years of lease.

And then you can renew it once for 10 more years and that's it, you can not renew it anymore.

There is actually a case where a person agreed to lend a building to be used as a police office, police station and they agreed lease period of 20 years and then renew of… for further 10 years.

There is a question whether you can renew it more than once.

What do you think?

(Student Speaking)

About the building.

(Student Speaking)

Do you, what do you think?

It's about lease of building, and he thinks that there is no limit, so parties are free to agree whatever period they like.

[6:00]

Why?

If you don’t agree with him, you must have the reason to disagree.

(Student Speaking)

No, it was lease of building.

(Student Speaking)

Now he changed his mind. You are right!

Only land lease can be indefinite. Okay?

You must, you must remember that um… lease of building, it cannot be indefinite.

Only land lease can be indefinite.

So this is a very sturdy building made of steel reinforced concrete.

It is very firm but it doesn’t matter whether it’s firm or flimsy.

It is not land.

So it cannot be indefinite, alright?

So even if the parties agreed to have 100 years of lease, the period will automatically be shortened to 20 years, Okay?

What about renew it?

What do you think? Is it possible?

(Student Speaking]

And then you can renew one more time? 10 more years?

Again and again.

But there is no limit of how many times you can renew.

What do you think?

(Student Speaking)

In whatever way she wants, yeah?

So, uh, they contracted… let’s say I have a building and I just wanted to lease my building to a very reliable tenant. I found a very reliable tenant.

Ok! Let’s have it 50 years! I am very happy. So we agreed.

But 50 years after that decision, I need this building.

I am very sorry. You have to leave something like big change happened in my life. And now I need this building.

[9:10]

So can I keep my tenant out about 15 years after the agreement?

No, I wouldn't be able to do that. Okay?

We agreed 50 years and only 15 years later even if I need it very badly, I cannot kick out.

But let's say about 22 years later, I needed this building.

In that case, I can kick him out.

Because it's automatically reduced to 20 years, okay?

But 20 years went by and we agreed once again to extend it for 10 years.

I think it's but… it's expressly allowed on the Korean civil code.

But what if we again agree to renew it for 10 years?

She thinks that well, at this point, we can even agree freshly to have 20 years of lease.

If we can do that, why can we not agree for further extension of 10 years?

What do you think?

Do you want to agree?

And I think it should be allowed.

You have an opportunity to decide what to do at this point.

So, you, if you, it's a free world and the maximum period of lease does not mean that you cannot lease that property anymore.

That, it does not mean that.

What it means is that you should have an opportunity to undo the lease relationship if you want to undo it.

But if you want to lease you property, you can find some other person.

Of course, you can lease it to some other person.

But if you can lease it to that person, to some other person, why can you not lease it to the same person.

It's your choice. It's yours. So it should be allowed.

And in my view, you can have a lease agreement 20 years or whatever period, it

would be cut off to 20-year-period.

And then if you voluntarily make another agreement, then that's perfectly okay.

It's a new lease agreement which is again good for 20 years.

With the same person, you can renew it for further 10 years.

[12:03]

But let's say 20 years have went by, instead of renewing the exiting lease, let's just make a fresh lease, a brand new lease, the same parties.

Let's just conclude a brand new lease.

But in reality, in substance, it's exactly identical. Let's say…

But they just call it a new lease instead of extension of lease.

Will it be shortened to 10 years, what do you think?

(Student Speaking)

So… so your conclusion is that even if the parties call it renewal… if one of the parties wanted to terminate it after 10 years, then that party can claim "In reality, it was renewal. So it's good only for 10 years. Now I'm free to leave."

That is possible according to you?

Because it's impossible to…. even if the parties call it a 'new lease', in reality, it is 'extension'.

Therefore it cannot be longer than 10 years.

I think that's sensible.

That should be the rule of…

They can renew it many many times.

But if it's substantially the same terms, the parties must have an opportunity to say bye bye every 10 years.

Basically what this all, the whole thing about maximum period of lease means that the owner as well as the lessee, the tenant, must have an opportunity to free themselves from this relationship.

There is no minimum period of lease.

But as I said, protection of residential lease and commercial lease provides for

minimum lease period.

So residential tenancy protection acts provides 2 years of minimum lease.

That is a period which tenant can insist, tenant can invoke to his benefit.

[15:00]

But if tenant wants to have shorter period of lease, yes, you can, if that's what tenant wants.

But the landlord cannot insist upon a shorter period of lease than 2 years if it's residential lease.

And commercial tenancy protection act offers 1 year of minimum lease.

Okay. Uh… lessor's obligation

The most important obligation is to make available the property or the object of lease and to deliver the object of lease to the tenant or the lessee.

93.37977… the lessor may lose the title.

But the contract of lease is still binding.

If the lessor becomes unable to make available, then lessor is liable for breach of contract.

In this case, lessor was claiming that since he no longer owns the building.

He cannot be held liable under lease contract.

He claimed that the lease contract became impossible to perform.

So the lease came to end. Lease was just dissolved. That's his claim.

Impossibility he claimed.

This is no longer my property so I cannot really be held under lease agreement.

But the court held, 'No, that's separate whether you are the owner or not. You not being the owner does not make the lease agreement impossible to be performed.

It's possible and you fail to perform so you must be… under lease contact.

The next case is slightly different.

Lease contract was made and why it was going on?

True owner appears and true owner claimed the title of the property.

Lessee wanted to take this opportunity to leave the lease agreement to free himself from lease agreement.

[18:00]

Whereas lessor was ready and willing to ensure let lessee uses the property until the end of the lease period.

And court held the lessee has no right to say he is no longer bound by the lease agreement.

Only when lessor, in reality, is unable to make the property available, then lessee can terminate the lease agreement on the ground of lessor's breach of contract.

So the ownership of object of lease, and the lease contract itself lease too, must be sharply distinguished.

Second obligation of lessee, which is important, is to maintain the object of lease in good repair.

Have a look at article 6-3, this is also very very important obligation of the lessor.

So, article 6-3 talks about delivery of the object of lease and the obligation to maintain the object of lease in a state fit for use for the whole duration of the lease.

So to maintain the object in a fit state, that's the lessor's obligation.

And lessee on the other hand, has the obligation to cooperate, so when the land lord needs to repair something of the building, the tenant must let in the workman to do the job that kind of cooperation.

Of course, lessee can refuse if the demand is unreasonable.

[21:00]

I used to have a [21:02] problem with my land lord, when I was staying briefly for one term, during my sabbatical leave, I was staying in Cambridge.

And the owner of the house, he somehow had all these junk mail delivered to the house he leased to me.

I was staying there for about three months or so, but still, he would every other week come and collect his junk mail.

It's really nothing important at all, but he just came and visit and just to collect his mail.

Initially I was ok with him coming like that, but then it became a bit intrusive and why can he not re-direct the mail or I can even… I know where… he is a retired fellow, retired professor, and he still has his mail box in his office hall in college.

So I know where to bring those mail.

So at some point I got fed up and I told him, "You don't need to come anymore. I will bring your mail to your mail box in your college, so don't come anymore."

So it's… you know, lessee definitely has a right to refuse entry.

Even if it's your property, you have no right to enter anymore. Once you lease it.

Lessor has obligation to repair even if the damage was caused by lessee.

That's another example of mine.

I… that was at other time, I was again living in a leased flat at that time.

And my kids were playing and they were hanging onto the tower wreck in the bathroom and then the whole wreck was just broken from the wall.

Of course, I telephoned the agency and they repaired the thing.

I don't have to repair it. OK?

Even if I broke it, though I have no obligation to repair it.

But of course I have to pay for it.

So the obligation to repair is with the lessor, but the duty to compensate for the damage negligently caused to the property, that's mine.

[24:00]

Separate agreement whereby lessee undertakes to conduct the repair at lessee's own expense is also possible.

Lease agreement, almost all provisions, apart from that, maximum lease. Provision.

Almost all provisions regarding lease not only lease, but most of these contract, they are there to regulate the relationship where parties themselves do not explicitly agree.

So, the parties can agree that lessee, the tenant, will maintain. That's also up to the parties.

But 94Da34692 case gives an important example how court interprets such an agreement.

I gave you the Korean text there, the Korean text itself is very poorly drafted.

It says, 여관수리비는 임차인이 부담하고, it's about a small guesthouse, where there is public bath, or so.

So part of the building is guesthouse and part of the building is bath.

And this lease was about guesthouse.

And the tenant, the lessee, the person who rents this portion to run a guesthouse business, that person, the lessee will bear the burden of repairing.

And they also talks about repair of water heating system.

And if the public bathhouse is in business, the tenant of the guesthouse will bear only half of the repair cost of water heating system.

Presumably the lessee of the bathhouse will bear the other half.

If the public bathhouse is not in business, then the tenant of the guesthouse shall bear the entirety of the repair cost.

[26:58]

Basically, it's about a building where the half of it is public bath and the other half is guesthouse.

And the owner simply cannot be bothered to spend any more money in this property.

So he's letting it out to someone who will run bathhouse and someone who will run guesthouse.

And the case was about this portion of the building.

So this guy who is intending to run guesthouse agreed to pay for the repair cost of the water heating system if there is this part is also leased, he would only pay half.

But if this part is not in business, he will pay the full amount.

Presumably, because the water is mostly needed for guesthouse guests. That's the agreement.

However, there was a major repair which was needed about the boiler system.

And it turned out to be very expensive.

And the lessee argued that this particular language must be interpreted to cover, only minor repair, not the major substantial repair.

It's… this substantial repair work is more to increase of the property itself.

It's not really the tenant's task. It's really like substantially improving the value of this building.

So, that's not what the tenant had in mind when they agreed upon this kind of language.

So the court interpreted in a narrow manner, court reduced the scope of the language, and the court basically held that still it's the land lord, the owner, the lessor who has the obligation to maintain the object of lease in good repair.

And this kind of language would only cover the minor maintenance. Not the major work.

[30:00]

If a third party, an intruder comes in, and because of the intruder, if the lessee cannot use the property, then, who has the burden to evict the intruder?

Lessor has the obligation to evict the intruder, because lessor has the duty to make the object of lease available to the lessee.

Now, another important point is to reimburse lessee's expenses.

Since it is lessor's obligation to maintain the property in good repair, if lessee had spent money to repair it, then lessor has to reimburse the lessee's expenses.

Expenses which were necessary to maintain in good repair to recurve from intruder to this charge burden or imposes like tax, you know, property tax, some kind of that, that's not lessee's burden, in principle.

If lessee paid, then lessor will have to reimburse it.

The reimbursement must be done upon demand.

Lessee has lean of the object to secure the reimbursement from the lessor.

Now, there are 2 types of reimbursement.

One is costs of maintenance. The other is the expenses incurred which resulted in objective increase of value.

[32:59]

This one, the cost of maintenance, must be reimbursed immediately upon demand.

Whereas this one, it needs to be reimbursed only at the end of the lease.

The lessee cannot ask to repay it during the lease, only when the lease is finished.

The lean over the building itself, that's the same issue.

In other words, the lessee can refuse to surrender the building, until he gets paid for either of these.

But the parties can always have a different agreement about these both.

The parties can agree that the lessee shall not ask any reimbursement, that's also possible.

Is it not unfair? What do you think? To agree that lessee shall not ask for any reimbursement

Especially considering that it's lessor's obligation to make the object of lease available and to maintain in good repair.

Is it not unfair for lessee to agree that he will do the maintenance and he will not even ask for the reimbursement?

[Student answering]

Good. Good. Rent. If rent is substantially discounted because of this undertaking of the lessee, it's all fair and reasonable way of negotiating of good lease agreement.

So the parties can agree differently from civil code provision.

[35:54]

94Da20389 case, this issue, about the objective value. Shop signs. The court held that that does not add to any objective increase of value.

Why would that be? Any idea? Why court held that shop signs even if it's very expensive?

You know, beautiful design, with good artistic taste, and very nice shop signs?

[Student answering] The shop sign is not regarding the building. It must be other tenants, other lessee want to do other business.

Yeah. The shop sign is not for the building itself, only for the tenant who runs that particular shop.

So that does not add anything to the value of the building of itself.

What about a building which was leased to a person who lend very nice, luxurious restaurant.

So the person invested very much to decorate with very nice interior decoration, the lightings and nice music system.

Doesn't it add to the value of the building? Not a shop sign but the interior decoration.

Mahogany and... maple wood cladding... marble floor...

What do you think?

(Student Speaking)

Come on, it's the dispute situation.

If everybody agrees, fine.

But if the owner says, I don't need it, and the tenant says, this is objective increase of the value, so you have to decide whether this is objective increase.

(Student Speaking)

You think?

What do you think?

(Student Speaking)

[39:02]

How about you?

(Student Speaking)

How about you?

(Student Speaking)

I don't think it can be regarded as objective improvement at all no matter where it is located, no matter what the next lessee might want to do it.

Because it's different lessee and different person.

Even if it's very expensive, the taste is different and you don't want to open new shop making use of the old decoration no matter how expensive it is, you want to decorate it with your own taste and your own thing.

If some lessee just makes use of the existing one, that's just an accidental decision, not the necessary or ordinary decision.

So no matter how luxurious it is, it's just not objective increase of value.

The building owner wants to have maximum versatility.

He wants to be able to have his building used either as restaurant or a club, or a tea shop, coffee shop, or a cloth shop.

So does not want to be bound or stuck with some kind of business line.

From the point... view point of the lessor, it's best that it is just bare walls and nothing.

Because the next lessee will have to spend money to remove all these existing things as well.

So it would be rarely the case that any decoration might be considered as improvement.

(Student Questioning)

[42:00]

Of course, the tenant can take the thing with them.

But then we'll study that aspect little bit later whether the tenant can remove or whether the tenant can force the lessee to buy the thing which was not completely fixed.

(Student Questioning)

I don't think it would be considered as improvement at all.

Even if it's very expensive chandelier, what is useful from the viewpoint of lessor is that there is electricity, may in supply of electricity.

That's all that matters.

Some other people might find it very ugly, you know, the chandelier... this does not...

(Student Speaking)

No, no.

If there was no electricity, and if one tenant managed to get the electricity to the building, then it is objective increase.

But, as long as there are electric power outlet and electricity for the lighting, then the rest is all decoration and that's not objective increase at all.

(Student Speaking)

Also, not only what is useful, but whether it is useful to a particular lessee or particular kinds of lease business, or whether it’s useful to every kind of potential lessees.

So that's big difference.

Let's just talk about the question you posed as we are here already.

So, fixtures…

There is this question of fixtures to the leased property. Okay?

[45:03]

We can think about aquarium of a susi restaurant.

Usually they are not impossible to detach and remove.

But it's not like... this... it's not easy to remove either.

It is not completely... it did not become one with the object of lease.

But at the same time, it is not a mere piece of furniture either. Okay?

So fixtures are in between something which lost its identity, something which became one with the object of lease.

Accession, we call in legal term, something which became one like um...

If a lessee rented a piece of land and built a petroleum station, built a gas station, and you need a reservoir, fuel reservoir, buried into the ground and it's impossible to remove it. Okay?

It's all made of concrete and it's just impossible to remove it.

Then in that case, it became one with the objective of lease in which case we are talking about land and then something buried underneath, and once it's built in there, you cannot remove it, the all reservoir.

That is something which is not fixtures.

If it becomes one, then it loses its identity and the whole thing becomes part of the land, so you can no longer talk about whether this is owned by the tenant, it is already owned by the owner of the land regardless of the lease contract.

It is a question of property law already. Okay?

Then the only question is the reimbursement of the benefit resulting from this… this being losing its identity and becoming one with the land, right?

[48:01]

So the ownership issue is no longer there.

It's already resolved and the only question is to reimburse the money, the value to the person who made this thing.

The other one is just furniture.

Television for example, you bring a television into your rented apartment and this

kind of furniture does not pose any problem of this sort.

You just bring it back when the thing is over.

But what about curtains?

Can you not just simply remove the curtains and bring it back?

What do you think? Curtains.

So you think curtains is part of furniture.

What do you think?

Anybody has different view?

Curtains are different from television.

(Student Speaking)

It is very easy to remover curtains.

Yeah, you just unhook the thing and then you can remove.

So, in that sense, you think that it's also similar to furniture.

(Student Speaking)

Size, what about size?

You know, television, you can just bring it anywhere, and then you can just put it there and then it's television.

But what about curtains?

The size of the window and height of the window.

Well, you can remove it but once it's removed it's just useless, isn't it?

So curtains, something like that... curtains...

It's different from furniture.

Blinds... all these are... aquarium for the susi restaurant... that kind of things…

These are fixtures and civil court has a special provision regarding this.

There is no need for any provision regarding furniture belonging to the lessee, okay?

It's lessee's property... lessee just does whatever he wants.

But this one, curtains... something like that…

Maybe curtains are the best example.

So, you want to leave it there if you are lessee, you spent a lot of money there.

It did not become one with building.

[51:00]

But it is removable… but once it's moved, it does not completely lose its economic value but it's substantially lose its economic value, right?

So, what are you going to do?

So the basic idea is that if the lessor agreed to your putting those things there, then at the end of the lease, lessee can exercise put option.

Lessee can force the lossor to buy it.

So that's the rule about...

So about these wall cladding, decorations... very expensive, whether expensive or not expensive, just all these decorations... to cover the wall nicely with some nice wooden panel or put some marble finishing or these dressing and decorating in so-called interior decoration.

They are all fixtures.

They don't become one with the building.

They are not furnitures either.

They become fixtures.

So almost always lessor will say no to any kind of potential effort from... attempt from lessee to exercise put option.

So lessor will make it absolutely clear that at the end of the lease, you put it back to original state.

So they always, almost like boilerplate clauses are there, restoration to the original condition.

When the lease period is over, you must restore everything to its original condition.

That means I don't agree to you to introduce fixtures.

You just do it at your own cost and at the end of the lease, you remove it.

You have no put option

You cannot force me to buy those stuffs from you.

So that's the idea.

(Student Speaking)

[54:01]

652… article 627, 628, 631, 635, 638, 640, 641, 643 to 647…

They are... yes, it says mandatory, in the sense that agreement which contravenes those clauses to the detriment of the lessee shall be void.

Let's have a look.
Okay, that's a sublease sublet.

635 that's a termination notice to subleases, 640 termination in case of default. 641… 643 until 647.

So, 647 is included that okay? But where is it 647 … 646

So, you say 646 is innocent [56:28]

But the problem is 646 already says that things which were [56:42] with the consent of the tenant.

So, the tenant is not forced to do consent, any the lessor with the consent of the lessor.

[57:00]

So, the landlord, the lessor is not obliged to agree to the introduction of fixtures.

So, the lessor will always refuse to agree to the fixtures.

So, that's close shall not be applied in the first place, not at all.

If the parties agree that, even if the lessor agreed to the introduction of fixtures, the

lessee shall not have full option then it would be …

But almost always lessor is simply not agreed to the introduction of fixtures.

[Student Speaking]

Which is different from 부합.

If it's 부합, then it becomes one and there is no more any question about who owns.

Because the ownership is already terminated

[Student Speaking]

Accession.

[Student Speaking]

정물 is completely different.

Well, is the 정물 being talked about here? No, it only says 부속물. Isn't it?

[Student Speaking]

No … 주물, 종물 the main object and the … I don't know how to Korean.

The subsidiary objects. All the accessories, that has nothing to do with this idea.

This notion of … subsidiary object is when you enter into a contract, either selling either leasing or mostly sale when you enter into a contract regarding an object.

If there is subsidiary objects which are ordinarily necessary or which ordinarily contribute to the use of this main thing.

[01:00:00]

Then your contract will be interpreted to have already included that as well.

So that's the contract interpretation issue.

It is nothing to do with ownership, it is nothing to do with reimbursement of whatever cost.

It's a question of contract interpretation.

Was your contract only about this, all about this whole thing? Of course, if the parties made it clear that this is not part of this sale, then fine.

But if parties did not make it clear, and if there isn't dispute about the scope of this sale agreement.

Then this close about the thing or a thing will kick in and code will interpret that this contract was about the whole thing, not only this thing.

Accession is different idea.

If the one thing became part of another thing, and it is now economically impossible to separate it without damaging by the to this thing or to this other thing.

Then it already becomes part, it only … this thing added accede to the other thing.

So, it automatically became one with thing and ownership automatically changes.

So, if it was lessee who had this thing accede to the building he leased, the lessee cannot even sell it.

Because it's already part of the lessor's property.

So, you can't sell it.

The 부속물 here, applies to thing which didn't become one with the lease, object of lease.

Because presuppose it that it still belongs to the lessee and then lessee can exercise full option, lessee can sell it.

That obviously means that until lessee exercise is it, it is lessees' property.

So, just curtain, remember just curtain that's why … curtain is not [01:02:50].

[01:03:00]

And television is not fixture.

Curtains are fixtures. The television is not.

What about health and safety.

In olden days, when we had a … we Koreans had a floor heating making you cold base fuel,연탄.

And then, when the floor had cracks and the carbon mono oxide poisoning.

Cause many lives … if you hire a house and if the floor had it crack and you and your family members die.

What's the lessor's liability? What do you think?

If you are the lessee and the house you rented had a 40 floor, and you die out of carbon mono oxide poisoning.

So, lessor's liability.

[Student Speaking]

Breach of contract, breach of contract, what do you think?

I think so, yes, breach of contract.

It is breach of contract, really.

Lessor failed to make the thing available and maintain the thing in good repair.

It is a breach of contract. It doesn't help to talk about breach of warranty.

Of course, warranty related closely to apply to … contract of lease.

There is rent, there is contract which must be performed by two parties.

[01:06:00]

But it doesn't help to introduce this notion of warranty.

Because think about the obligations, obligations of lessor.

Of course, deliver the thing that's not however everything.

Lessor must maintain and make it available to use and that obligations of breach.

If it's just not only people get killed then failed to make it available for use.

So, it's just breach of contract … however, if there is a fire you rented a house a fire broke out and there wasn't adequate equipment to the fire at an early stage.

So, you could not adequately response to the fire, and your family members died.

Do you think it's lessor's fault? That's health and safety issue.

You, do you think lessor was in breach of contract? For not providing adequate fire extinguishing equipment

[Student Speaking]

[01:09:00]

[Student Speaking]

You think lessor is in beach.

I don't think lessor is in breach.

It is lessee who can decide other to live dangerously without buying any extinguisher or without making any precautions about fire or.

What if, what's protect or to live without any sort of insects killer or insects converting measures without any fire precautionary measures.

It's tenant's decision to live like that or to buy up all these precautionary equipments.

Most people will choose somewhere in between you know, depending you are very careful person … .

But it's ultimately tenant's decision.

This is very different from the first example I gave you about carbon mono oxide poisoning and people get killed for using just a hitting system provided the building itself.

In the case of carbon mono oxide poisoning, tenant has no choice in winter.

The house was offered as an object of lease and in winter you have to warm the place.

[01:11:00]

It's not a question of choice whereas whether to have fire extinguisher or insect repellent or emergency medicine in case of whatever in a situation.

It's all tenant's decision, this is his life.

So, it is not lessor's obligations.

In principle, health and safety, it is entirely up to tenant, not the lessor.

And the carbon mono oxide poisoning is not health and safety issue.

It's just structure of defect and the lessor's breach of obligations.

However, hotel, In, or other lodging for short term stay, the code takes different view the holds that the lessor has the obligation to ensure health and safety obligation of the guests.

The reason is that the lessee the guest is considered to be lessee, has control of the property.

Because it's such a short term stay.

So, you simply cannot expect the lessee to take any measure and also there is general expectation.

That places like Hotel, guest house, In should provide adequate precautionary measures for the safety of the guests.

Slightly different and expectation treatment, that's the lease agreement, okay?

Just checking into hotel, it's lessee agreement I under Korean civil law.

Korean civil law, in some counties, the civil code has a separate section devoted to that kind of short term lodging agreement.

But Korean law does not have any separate provisions.

So, we would all analyze it as a lease agreement.

Any question?