

Public Document Pack



To: Councillor Al-Samarai, Convener; and Councillors Delaney, Henrickson, MacGregor and McLeod.

Town House,
ABERDEEN 11 March 2024

LICENSING SUB COMMITTEE

The Members of the **LICENSING SUB COMMITTEE** are requested to meet in **Committee Room 2 - Town House on TUESDAY, 19 MARCH 2024 at 10.00 am**. This is a hybrid meeting and Members may also attend remotely.

The meeting will be webcast and a live stream can be viewed on the Council's website. <https://aberdeen.public-i.tv/core/portal/home>

JENNI LAWSON
INTERIM CHIEF OFFICER – GOVERNANCE (LEGAL)

BUSINESS

- 1.1. Determination of Urgent Business
- 2.1. Determination of Exempt Business
- 3.1. Declarations of Interest and Transparency Statements

APPLICATIONS

- 4.1. Short Term Let (Existing Operator) - 66 Willowbank Road (Pages 3 - 12)
- 4.2. Short Term Let (Existing Operator) - 12 Queens Highlands (Pages 13 - 20)
- 4.3. Short Term Let (Existing Operator) - 22 Queens Highlands (Pages 21 - 28)
- 4.4. Short Term Let (Existing Operator) - 29 Bannermill Place (Pages 29 - 34)
- 4.5. Short Term Let (Existing Operator) - 148 Bannermill Place (Pages 35 - 40)

- 4.6. Short Term Let (Existing Operator) - Flat 25 Fraser House, 9 Market Street (Pages 41 - 100)
- 4.7. Short Term Let (Existing Operator) - Flat 26 Fraser House, 9 Market Street (Pages 101 - 160)
- 4.8. Short Term Let (Existing Operator) - 56 Ocean Apartments, 52-54 Park Road (Pages 161 - 172)

Integrated Impact Assessments related to reports on this agenda can be viewed [here](#)

To access the Service Updates for this Committee please click [here](#)

Website Address: aberdeencity.gov.uk

Should you require any further information about this agenda, please contact Mark Masson, tel 01224 067556 or email mmasson@aberdeencity.gov.uk

LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION

EXISTING HOST-SECONDARY LETTING

APPLICANT: JENNIFER CAMPBELL

PROPERTY MANAGER: GRAMPIAN LETTINGS LIMITED

ADDRESS: 66 WILLOWBANK ROAD, ABERDEEN

INFORMATION NOTE

- Application Submitted 27/09/2023
- Determination Date 26/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 3 representations/objections were submitted to the Private Sector Housing Team.

If, after consideration of the representations/objections, the Committee is minded to grant the Short Term Let licence, it may do so since at the time of drafting this report, the necessary upgrading works and certification have been completed.

DESCRIPTION

The property at 66 Willowbank Road, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises lounge/kitchen, and bathroom, 2 bedrooms one with an ensuite. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – planning not required
- One objection email from Aoibhinn Gallagher (Attached as Appendix B)

- One objection letter from Kristopher Samuel Law & Abbey King (Attached as Appendix C)
- One objection letter from Harry Hanton (Attached as Appendix D)
- One representation from Grampian Lettings (Attached as Appendix E)

The objections were received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUNDS FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a) the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i) for the time being disqualified under section 7(6) of this Act, or

(ii) not a fit and proper person to be the holder of the licence;

(b) the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c) where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i) the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii) the nature and extent of the proposed activity;

(iii) the kind of persons likely to be in the premises, vehicle or vessel;

(iv) the possibility of undue public nuisance; or

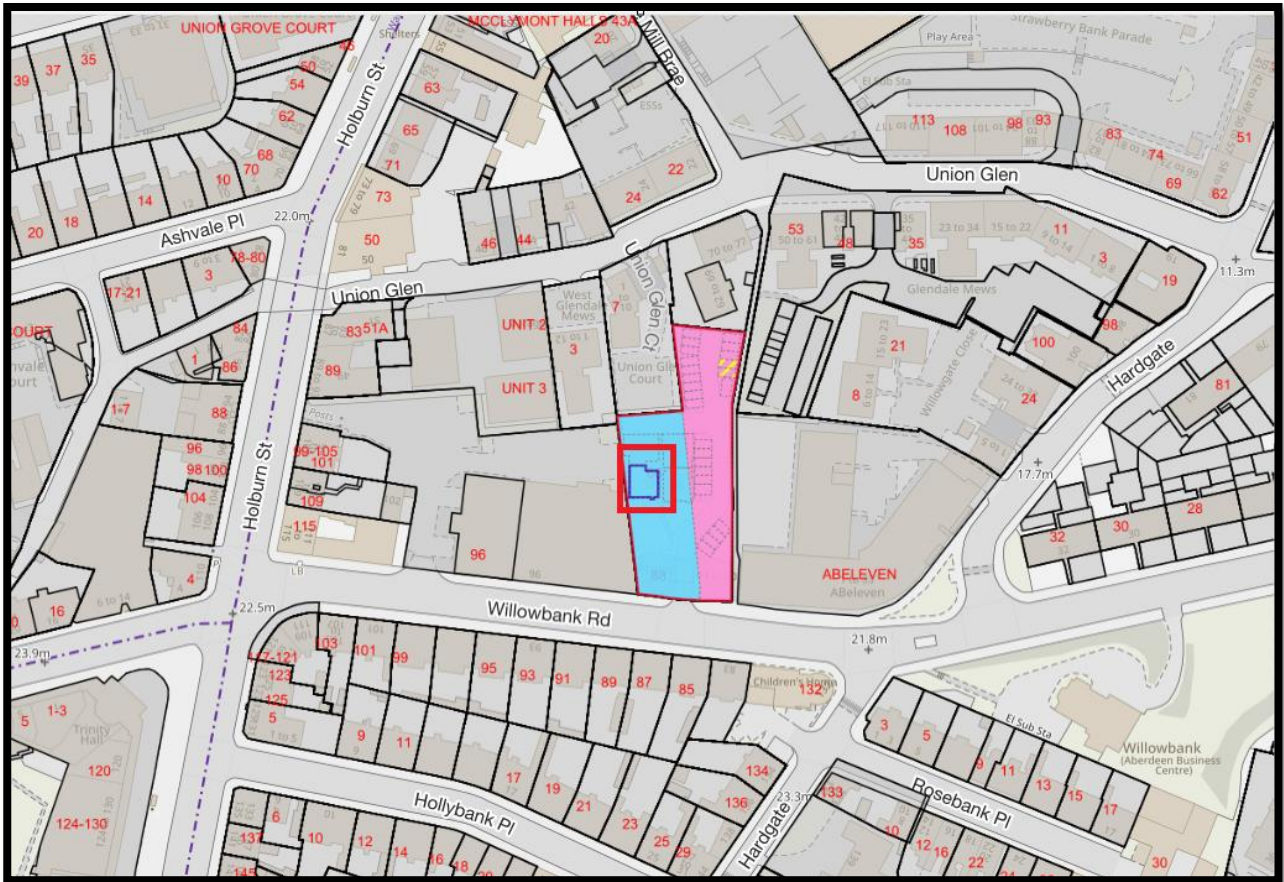
(v) public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of 66 Willowbank Road, Aberdeen.
- There is one Granted Short Term Let licence at 95 Willowbank Road, Aberdeen.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.
- Information within the Deed of Conditions is not a ground for refusing a Short Term Let licence within the legislation. Licensing cannot be used to enforce other legal issues and that would have to be enforced via other means.
- The Short Term Let application is for up to 4 guests.

'A'



'B'

From: Aoibhinn Gallagher
Sent: Tuesday, October 17, 2023 1:17 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: 66 Willowbank Rd -AC22630P

I object to this property having a short term let licence for the follow reasons:

- A) the location, character or conditions of the premises
- B) the nature and extent of the proposed activity
- C) the kind of persons likely to be in the premises
- D) the possibility of undue public nuisance; or
- E) public order or public safety; or

4.13. The primary purpose of the licensing scheme is to ensure short-term lets are safe and take account of local needs and circumstances. Competent grounds for objection to a licensing application may include: -concerns that the application is inaccurate or misleading -concerns about the safety of guests, neighbours or others; -concerns about noise or nuisance; and -concerns that the application runs contrary to other legal or contractual requirements.

Many thanks.

Aoibhinn Gallagher



18th October 2023

Kristopher Samuel Law & Abbey King

86 Willowbank Road

Aberdeen

AB11 6XL

Private Sector Housing Unit
Early Intervention & Community Empowerment
Business Hub 11
Second Floor West
Marischal College
Broad Street
Aberdeen
AB10 1AB

To whom it may concern

We are owners of a neighbouring property within the same development, and we would like to object to the application of making 66 Willowbank Road a short term let based on the below criteria.

The property is advertised for 6 people even though it is a two-bedroom apartment. The car park at the Willowbank Road development is not made to cope with that many people living in 1 flat, putting undue stress on us owners who stick to the rules.

We are also concerned about the safety for ourselves and others residents, even the thought of parcels not being safe to deliver to the building anymore.

As we work early mornings and our bedroom backs onto the building in question we cannot have parties and loud residents disrupting our sleep.

It is also stated that an STL is not allowable based on the title deeds for the development.

The premises are not suitable or convenient for short term let in the slightest. I hope you take notice of our and the other residents' concerns and make the correct decision to decline this application. Please don't allow this stand-up development to turn into a living nightmare.

Kind Regards

Kristopher Law & Abbey King

Letter of Objection

To: Aberdeen City Council Short-Term Letting Committee
From: Harry Hanton ([REDACTED])
CC: Recipient names
Date: 21 October 2023
Re: Application for Short-Term Letting Licence – 66 Willowbank Road, Aberdeen, AB11 6XL

Dear Members of the Committee

It has come to my notice that an application has been submitted for a Short Term Let Licence for the property at 66 Willowbank Road, neighbouring my flat at number [REDACTED] within the same development.

I only became aware of this application from the owner of another neighbouring flat by chance – I am unaware of any formal neighbour notification, and I cannot see any notification on any lamppost or some other visible place near the flats, which it is my understanding should have happened to allow a chance to object. It is my hope that my objection is within the allowed period and will be considered by the committee.

The grounds for my objection to this application are as follows: -

1. Much increased footfall from tenants coming and going from the flat.
2. Potential for increased noise from the tenants as they come and go from the property. Short term tenants tend to enter and leave properties more frequently than longer term lessees.
3. There is a likelihood of increased wear and tear in communal areas by short term tenants coming and going on a regular basis, both to carpets and to walls, from scuffing from luggage for example.
4. No matter how careful the owner may be in trying to ensure the short-term tenants are responsible, there is an increased likelihood of late-night parties and disturbances at unsociable hours.
5. The development is looked after by a factoring company who are responsible for insuring the development. One of the questions asked by the insurance company is whether there are any short-term leases within the development. If there are some short-term leases, the premiums are increased due to the additional risk created by short term renters. This alone speaks volumes in as much as the insurance companies realise that there is a greater risk of damage to the properties by short term lessees as they generally don't take the same


care as owner/occupiers or indeed long-term lessees. These increased costs would require to be met by the other people who live in the development.

6. Finally, although the committee may not take this into consideration, I would wish to highlight that the title deeds related to this development contain a clause (copy attached) which states 'That each flat shall be used and occupied as a private dwelling house and shall not be sub-divided or occupied by more than one family or group of individuals living together as a family at a time; However, nothing therein contained will be deemed to be a prohibition upon the leasing of any Flat, provided that the use of such Flat by the occupiers thereof is as a private dwellinghouse or residence in accordance with the provision of this Deed.'

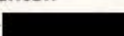
I would ask that members of the committee would consider whether they would like to live in an environment where there are short term lets happening with the accompanying problems.

Additionally, I would ask that if they do permit this Licence to be granted, that they grant it on condition that this Title Deed Lease condition is applied so that at least there would be a tighter control on any short term lets for this flat.

Yours sincerely



Harry Hanton

Owner -  Willowbank Road, Aberdeen, AB11 6XL

Response to objection to Licence for Short Term Let for 66 Willowbank Road

It is noted that 3 objections have been lodged.

Objector Kristopher Samuel Law & Abbey King

In response to this objection, we would like to point out that this property has been used for Short Term Lets for more than a year and we have not had any reports of issues.

As the objectors noted they have concerns about what might happen, but it's obvious that the property is managed professionally and they did not find any of these concerns to materialize in the last year.

The property is a 2-bedroom apartment with 2 bathrooms. Advertised for up to 4 guests. This apartment is usually occupied by 1-2 working professionals who work in offices nearby.

The apartment has allocated two parking spaces which fully satisfies our guests needs.

Objector Harry Hanton

1. This property has an occupancy rate of 68% which shows that footfall decreased.
2. Statistics show that the average length of stay is 6.5 days. We don't see any reports that would show increased noise compared to long-term leases.
3. Same as per point 2. No evidence to prove this speculation.
4. We had no reports of parties in this property and we take measures to make sure the guests staying at this property are the target customers - working professionals. Our guests fill in arrival forms from what we can see the vast majority are business customers.
5. Property insurance is provided by the factoring company. We have not seen any increase in the building insurance costs.
6. Title deeds allow to lease of the property and do not mention any restrictions to leasing it for the short term. Also, guests are using this property for accommodation same as any other tenant or landlord in the development.

Aoibhinn Gallagher

The objector only provided a copy of the short-term lets legislation therefore we don't have what to comment. We are happy to answer any questions or queries through email, phone call or at the council sub-meeting.

In conclusion, we sincerely hope that the responses provided adequately address any concerns or objections raised. And we are available for further discussion or clarification if needed. Thank you for your attention to this matter.

Kind regards,
Grampian Lettings



LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION
EXISTING HOST-SECONDARY LETTING

APPLICANT: CHRISTINE LAKIN

PROPERTY MANAGER: HOWBURN RESIDENCE LIMITED

ADDRESS: 12 QUEENS HIGHLANDS, ABERDEEN

INFORMATION NOTE

- Application Submitted 27/09/2023
- Determination Date 26/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 1 representation/objection was submitted to the Private Sector Housing Team.

If, after consideration of the representation/objection, the Committee is minded to grant the Short Term Let licence, it may do so under delegated powers since at the time of drafting this information note, the necessary upgrading works and certification have not been completed.

DESCRIPTION

The property at 12 Queens Highlands, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises 3rd Floor, flatted property, 2 bedrooms, open plan lounge/kitchen, shower room, and bedroom en-suite. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – Planning not required
- One objection email from Alister Fair (Attached as Appendix B)

- Representation from Ledingham Chalmers (Attached as Appendix C)

The objection was received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUNDS FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a)the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i)for the time being disqualified under section 7(6) of this Act, or

(ii)not a fit and proper person to be the holder of the licence;

(b)the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c)where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i)the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii)the nature and extent of the proposed activity;

(iii)the kind of persons likely to be in the premises, vehicle or vessel;

(iv)the possibility of undue public nuisance; or

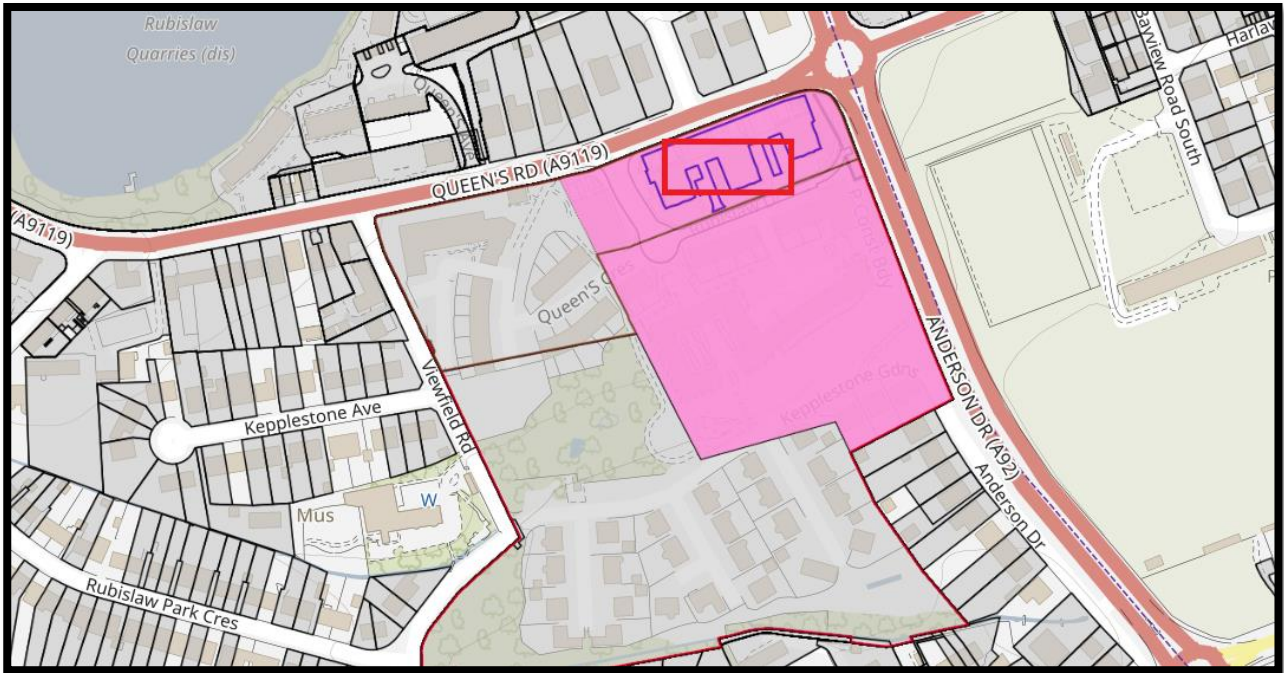
(v)public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of 12 Queens Highlands, Aberdeen.
- There are no Granted Short Term Let licenses at Queens Highlands Aberdeen.
- A lockbox/key box is not a requirement of a Short Term Let licence. Permission from owners within the building is a requirement before installation of a lockbox/key box within a communal area.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.

'A'



From: Alister Fair
Sent: Tuesday, October 10, 2023 6:37 AM
To: privatehousing <privatehousing@aberdeencity.gov.uk>
Subject: Objection to License for Short Term Let at Queen's Highland, Aberdeen

Dear Sirs,

I write with reference to the above. I am a long term renter in ■ Queens Highlands. There were two notices about an application for short term license, tied to lamp posts, that have since blown away.

I object to the application for short term license on the following grounds.

1. Strategic Housing & Economic Policy

a. I imagine there is excess hotel capacity in Aberdeen. It would surely be better for the city and its economy if this excess capacity is used.

b. Due to substantial repairs at my property (■) - wet rot, structural and roof repairs - I am a long term renter at Queens Highland. Through no fault of my own, these repairs have taken in excess of 12 months and I am now paying 2 sets of council tax and empty property charge. Surely the council should apply the same principle to the property owners applying for short term let licenses. They should be given empty property charge and their license application refused.

c. It appears that the council is prioritizing the needs of Buy to Let investors over renters and live in owners. The council shouldn't provide a means for buy to let investors to always make money.

d. If their Buy to Let investment isn't profitable the council policy should be to encourage these properties to be sold and this stock move to those who need it.

e. Judging by how few lights are on at Kepplestone Manor - is the occupancy rate 20%? - there doesn't seem to be a need for additional short term accommodation in Aberdeen. It would be a better policy for these properties to be sold.

2. Rights of existing owners and residents.

a. Short term lets often attract a party crowd. Late night Parties and loud music are common. That is obvious in other blocks in Queens Highlands. The live in owners & long term residents of Queens Highland include many retired couples - some in poor health and young families. It's currently a quiet, peaceful place to live. Short term let's fundamentally change the character of a residence. Long term residents and live in owners have the rights to keep the ambiance of their block unchanged.

b. Security is fundamentally compromised. It is an extremely quiet and safe place to live. Short term lets will presumably mean key lock boxes. If the licenses are approved, the key fobs will pass through the hands of tens if not hundreds of people a year. The fobs can be copied, lost, stolen. The car park and residence becomes much less safe, with the risk of theft, burglary, vandalism becoming much more likely.

c. Bed bugs. According to recent reports, there is a bed bug epidemic in Paris. As I understand it, they can easily pass from property to property in apartment blocks. Short term lets will substantially increase the risk to residents of a bed bug infestation.

Therefore I wish to object to the application for short term lets at Queens Highlands.

Regards,
Alister



From: David Scott
Sent: 20 October 2023 11:36
To: 'privatehousing@aberdeencity.gov.uk' <privatehousing@aberdeencity.gov.uk>
Cc: David Lakin - Howburn Residences
Subject: FW: Response to objection to Licence for Short Term Let at Queen's Highland, Aberdeen [LC-LIVE.83228.0002]

Attn Jocelyn Janssen

Good morning

We have received notice of the objection to the applications for Short Term Let licences at 12, [REDACTED] Queens Highland, Queen's Road, Aberdeen.

We act for the applicants in respect of these four applications ([REDACTED], Christine Lakin – Flats 12 [REDACTED] [REDACTED]).

Our clients have asked us to provide an initial response to the Council in the hope that the objection can be dismissed as not relevant, and thus avoiding the need for the applications to go to committee.

Section 4.30 of the Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities requires each objection to specify the grounds of objection, and objections not related to valid grounds for refusal will not be taken into consideration.

It is our view that the objection does not relate to any valid grounds for refusal. Looking at each of these:-

1. Strategic Housing & Economic Policy

a. excess hotel capacity – **this is not a relevant consideration. There is no question of overprovision as part of the legislation.**

b. Council Tax penalties - **this is not a relevant consideration as part of a licence application. This is a matter for local / national government.**

c. prioritizing the needs of Buy to Let investors – **this is not a relevant consideration. The Short Term Let licensing scheme has been introduced and applications are to be determined in accordance with the regulations**

d. Sale of unprofitable housing - **this is not a relevant consideration. The outcome of the introduction of the STL scheme may be that some properties are sold. However applications must be determined in accordance with the regulations.**

e. occupancy rate and demand. **this is not a relevant consideration. However our clients have operated short term lets from these four properties for many years, clearly evidencing demand . Many are let 365 days a year.**

2. Rights of existing owners and residents.

a. STLs attracting party crowds. **This is a sweeping statement and not directed at the properties which are subject to the application. There is no evidence of party crowds within the property. On the contrary, these properties are rented to the business market in Aberdeen, generally to oil companies on longer term contracts. There is no evidence of any antisocial or disruptive behaviour from these properties.**

The objector acknowledges “It’s currently a quiet, peaceful place to live” –Our clients have operated STL’s since 2006 / 2010 in these flats. The objector’s position is therefore contradictory. It is clearly a general statement, rather than an objection targeted at these properties and as such, is not a reason for refusal under the regulations.

b. Security is fundamentally compromised. This is a sweeping statement and not directed at the properties which are subject to the application Our clients do not operate external key boxes. All occupiers are vetted by our clients or their managing agents, with ID provided in all circumstances. Many occupiers are long term residents. There is no enhanced issue with security. It is clearly a general statement, rather than an objection targeted at these properties and as such, is not a reason for refusal under the regulations.

c. Bed bugs. This is a sweeping statement and not directed at the properties which are subject to the application. It is not a reason for refusal under the regulations, and has no relevance.

An application can only be refused if the premises are not suitable or convenient for the conduct of the activity having regard to—

(i) the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii) the nature and extent of the proposed activity;

(iii) the kind of persons likely to be in the premises, vehicle or vessel;

(iv) the possibility of undue public nuisance; or

(v) public order or public safety; or

(d) there is other good reason for refusing the application

The objector has provided no specific comments in relation to these properties other than sweeping statements about STLs in general. They have provided no evidence to back up their statements. It is open to serial objectors to submit such comments in relation to every STL application across the country, requiring every application to go to committee. The purpose of Section 4.30 of the Short term lets - licensing scheme – is to enable local authorities to dismiss such spurious objections.

There is nothing in the objections from Mr Fair that is directed specifically at these properties, and we would ask that the Council disregard these for the purposes of the applications, such that they can proceed without the need to go to committee.

I look forward to hearing from you

Kind regards

David

LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION
EXISTING HOST-SECONDARY LETTING

APPLICANT: NIKOS ANTIPATIS

PROPERTY MANAGER: HOWBURN RESIDENCE LIMITED

ADDRESS: 22 QUEENS HIGHLANDS, ABERDEEN

INFORMATION NOTE

- Application Submitted 27/09/2023
- Determination Date 26/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 1 representation/objection was submitted to the Private Sector Housing Team.

If, after consideration of the representation/objection, the Committee is minded to grant the Short Term Let licence, it may do so under delegated powers since at the time of drafting this information note, the necessary upgrading works and certification have not been completed.

DESCRIPTION

The property at 22 Queens Highlands, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises 6th floor, flatted property, 2 bedrooms, open plan lounge/kitchen, shower room, and bedroom en-suite. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – Planning not required

- One objection email from Alister Fair (Attached as Appendix B)
- Representation from Ledingham Chalmers (Attached as Appendix C)

The objection was received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUNDS FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a)the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i)for the time being disqualified under section 7(6) of this Act, or

(ii)not a fit and proper person to be the holder of the licence;

(b)the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c)where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i)the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii)the nature and extent of the proposed activity;

(iii)the kind of persons likely to be in the premises, vehicle or vessel;

(iv)the possibility of undue public nuisance; or

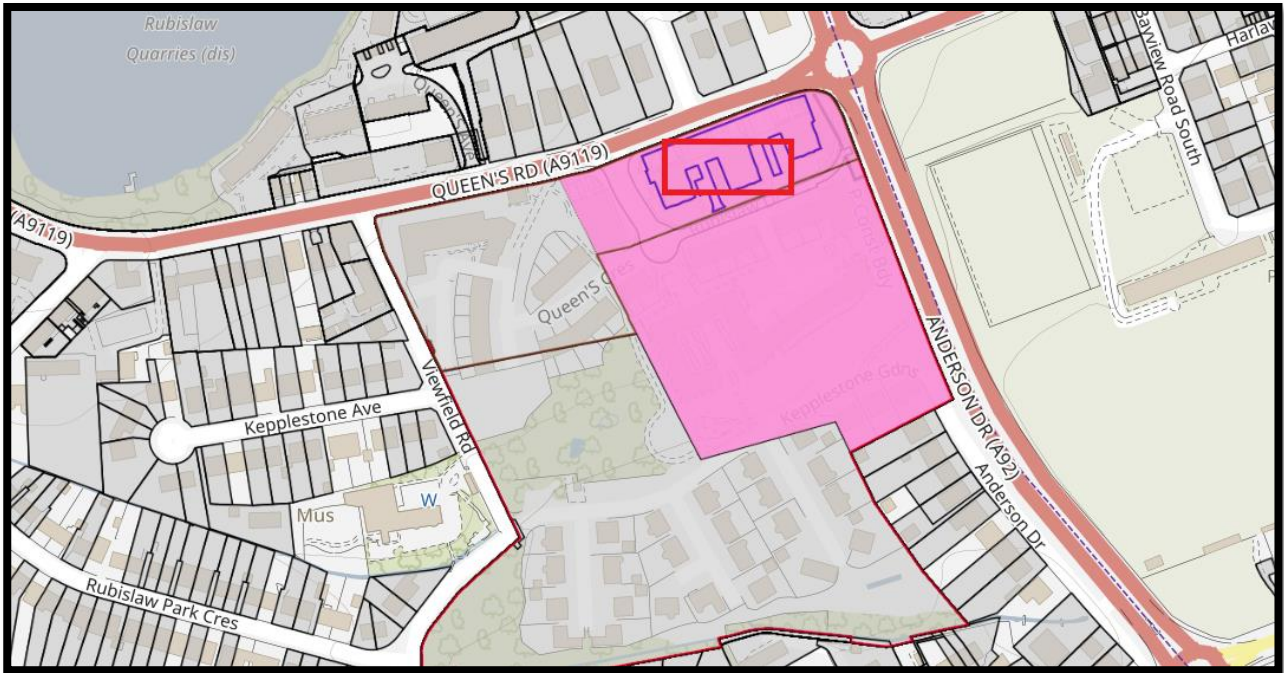
(v)public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of 22 Queens Highlands, Aberdeen.
- There are no Granted Short Term Let licenses at Queens Highlands Aberdeen.
- A lockbox/key box is not a requirement of a Short Term Let licence. Permission from owners within the building is a requirement before installation of a lockbox/key box within a communal area.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.

'A'



From: Alister Fair
Sent: Tuesday, October 10, 2023 6:37 AM
To: privatehousing <privatehousing@aberdeencity.gov.uk>
Subject: Objection to License for Short Term Let at Queen's Highland, Aberdeen

Dear Sirs,

I write with reference to the above. I am a long term renter in ■ Queens Highlands. There were two notices about an application for short term license, tied to lamp posts, that have since blown away.

I object to the application for short term license on the following grounds.

1. Strategic Housing & Economic Policy

a. I imagine there is excess hotel capacity in Aberdeen. It would surely be better for the city and its economy if this excess capacity is used.

b. Due to substantial repairs at my property (■) - wet rot, structural and roof repairs - I am a long term renter at Queens Highland. Through no fault of my own, these repairs have taken in excess of 12 months and I am now paying 2 sets of council tax and empty property charge. Surely the council should apply the same principle to the property owners applying for short term let licenses. They should be given empty property charge and their license application refused.

c. It appears that the council is prioritizing the needs of Buy to Let investors over renters and live in owners. The council shouldn't provide a means for buy to let investors to always make money.

d. If their Buy to Let investment isn't profitable the council policy should be to encourage these properties to be sold and this stock move to those who need it.

e. Judging by how few lights are on at Kepplestone Manor - is the occupancy rate 20%? - there doesn't seem to be a need for additional short term accommodation in Aberdeen. It would be a better policy for these properties to be sold.

2. Rights of existing owners and residents.

a. Short term lets often attract a party crowd. Late night Parties and loud music are common. That is obvious in other blocks in Queens Highlands. The live in owners & long term residents of Queens Highland include many retired couples - some in poor health and young families. It's currently a quiet, peaceful place to live. Short term let's fundamentally change the character of a residence. Long term residents and live in owners have the rights to keep the ambiance of their block unchanged.

b. Security is fundamentally compromised. It is an extremely quiet and safe place to live. Short term lets will presumably mean key lock boxes. If the licenses are approved, the key fobs will pass through the hands of tens if not hundreds of people a year. The fobs can be copied, lost, stolen. The car park and residence becomes much less safe, with the risk of theft, burglary, vandalism becoming much more likely.

c. Bed bugs. According to recent reports, there is a bed bug epidemic in Paris. As I understand it, they can easily pass from property to property in apartment blocks. Short term lets will substantially increase the risk to residents of a bed bug infestation.

Therefore I wish to object to the application for short term lets at Queens Highlands.

Regards,
Alister

From: David Scott
Sent: 20 October 2023 11:36
To: 'privatehousing@aberdeencity.gov.uk' <privatehousing@aberdeencity.gov.uk>
Cc: David Lakin - Howburn Residences
Subject: FW: Response to objection to Licence for Short Term Let at Queen's Highland, Aberdeen [LC-LIVE.83228.0002]

Attn Jocelyn Janssen

Good morning

We have received notice of the objection to the applications for Short Term Let licences at [REDACTED], 22, [REDACTED] Queens Highland, Queen's Road, Aberdeen.

We act for the applicants in respect of these four applications ([REDACTED] – Flats [REDACTED], [REDACTED], and Sofia Lakin Antipatis – Flat 22.

Our clients have asked us to provide an initial response to the Council in the hope that the objection can be dismissed as not relevant, and thus avoiding the need for the applications to go to committee.

Section 4.30 of the Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities requires each objection to specify the grounds of objection, and objections not related to valid grounds for refusal will not be taken into consideration.

It is our view that the objection does not relate to any valid grounds for refusal. Looking at each of these: -

1. Strategic Housing & Economic Policy

a. excess hotel capacity – **this is not a relevant consideration. There is no question of overprovision as part of the legislation.**

b. Council Tax penalties - **this is not a relevant consideration as part of a licence application. This is a matter for local / national government.**

c. prioritizing the needs of Buy to Let investors – **this is not a relevant consideration. The Short Term Let licensing scheme has been introduced and applications are to be determined in accordance with the regulations**

d. Sale of unprofitable housing - **this is not a relevant consideration. The outcome of the introduction of the STL scheme may be that some properties are sold. However applications must be determined in accordance with the regulations.**

e. occupancy rate and demand. **this is not a relevant consideration. However our clients have operated short term lets from these four properties for many years, clearly evidencing demand. Many are let 365 days a year.**

2. Rights of existing owners and residents.

a. STLs attracting party crowds. **This is a sweeping statement and not directed at the properties which are subject to the application. There is no evidence of party crowds within the property. On the contrary, these properties are rented to the business market in Aberdeen, generally to oil companies on longer term contracts. There is no evidence of any antisocial or disruptive behaviour from these properties.**

The objector acknowledges “It’s currently a quiet, peaceful place to live” –Our clients have operated STL’s since 2006 / 2010 in these flats. The objector’s position is therefore contradictory. It is clearly a general statement, rather than an objection targeted at these properties and as such, is not a reason for refusal under the regulations.

b. Security is fundamentally compromised. This is a sweeping statement and not directed at the properties which are subject to the application Our clients do not operate external key boxes. All occupiers are vetted by our clients or their managing agents, with ID provided in all circumstances. Many occupiers are long term residents. There is no enhanced issue with security. It is clearly a general statement, rather than an objection targeted at these properties and as such, is not a reason for refusal under the regulations.

c. Bed bugs. This is a sweeping statement and not directed at the properties which are subject to the application. It is not a reason for refusal under the regulations, and has no relevance.

An application can only be refused if the premises are not suitable or convenient for the conduct of the activity having regard to—

(i) the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii) the nature and extent of the proposed activity;

(iii) the kind of persons likely to be in the premises, vehicle or vessel;

(iv) the possibility of undue public nuisance; or

(v) public order or public safety; or

(d) there is other good reason for refusing the application

The objector has provided no specific comments in relation to these properties other than sweeping statements about STLs in general. They have provided no evidence to back up their statements. It is open to serial objectors to submit such comments in relation to every STL application across the country, requiring every application to go to committee. The purpose of Section 4.30 of the Short term lets - licensing scheme – is to enable local authorities to dismiss such spurious objections.

There is nothing in the objections from Mr Fair that is directed specifically at these properties, and we would ask that the Council disregard these for the purposes of the applications, such that they can proceed without the need to go to committee.

I look forward to hearing from you

Kind regards

David

LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION
EXISTING HOST-SECONDARY LETTING

APPLICANT: JANET PARK

PROPERTY MANAGER: GRAMPIAN LETTINGS LIMITED

ADDRESS: 29 BANNERMILL PLACE, ABERDEEN

INFORMATION NOTE

- Application Submitted 27/09/2023
- Determination Date 26/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 1 representation/objection was submitted to the Private Sector Housing Team.

If, after consideration of the representations/objections, the Committee is minded to grant the Short Term Let licence, it may do so since at the time of drafting this report, the necessary upgrading works and certification have been completed.

DESCRIPTION

The property at 29 Bannermill Place, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises of a top floor flat on two levels. The upper level comprises 3 bedrooms one with an en-suite and a separate bathroom. The lower floor comprises of a lounge, kitchen, toilet and bedroom. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – Planning approved 14/12/2023

- One objection email from Patricia Stout (Attached as Appendix B)
- One representation from Grampian Lettings (Attached as Appendix C)

The objection was received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUNDS FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a)the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i)for the time being disqualified under section 7(6) of this Act, or

(ii)not a fit and proper person to be the holder of the licence;

(b)the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c)where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i)the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii)the nature and extent of the proposed activity;

(iii)the kind of persons likely to be in the premises, vehicle or vessel;

(iv)the possibility of undue public nuisance; or

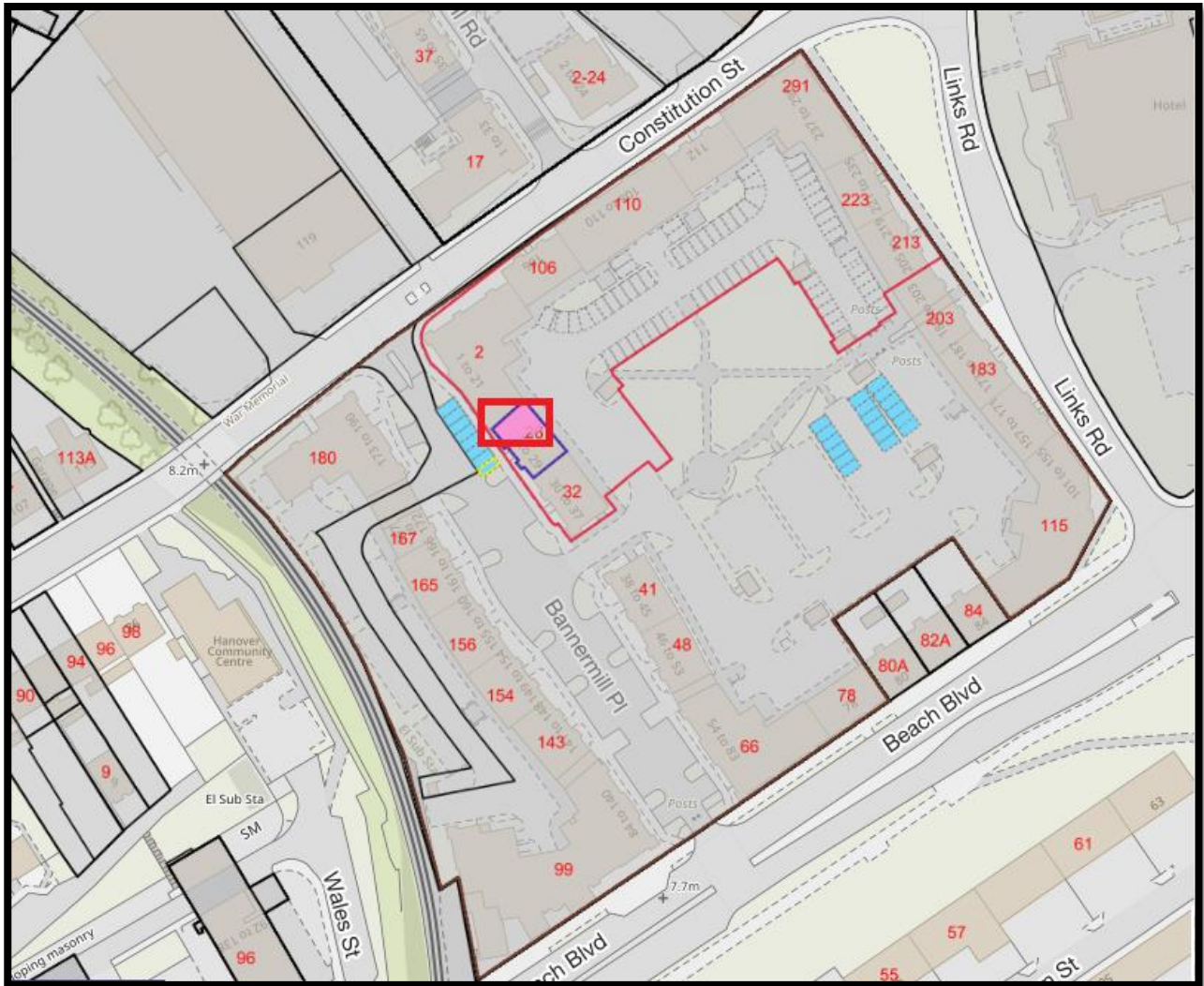
(v)public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of 29 Bannermill Place, Aberdeen.
- There are 5 Granted Short Term Let licenses at Bannermill Place, numbers: 2, 12, 41, 47 and 77.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.

'A'



'B'

From: Patricia Stout
Sent: Tuesday, October 24, 2023 5:36 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: 29 Bannermill Place AC31525P & [REDACTED]

Dear Sir/Madam,

Please be advised that I strongly object to the above applications, as follows:

Scottish Government Legislation:

The premises are not suitable or convenient having regard to -

- a) the location, character or condition of the premises;
- b) the nature and extent of the proposed activity;
- c) the kind of persons likely to be in the premises;
- d) the possibility of undue public nuisance; or
- e) public order or public safety; or

4.13 The primary purpose of the licensing scheme is to ensure short-term lets are safe and take account of local needs and circumstances. Competent grounds for objection to a licensing application may include:

- * concerns that the application is inaccurate or misleading;
- * concerns about the safety of guests, neighbours or others;
- * concerns about noise or nuisance; and
- * concerns that the application runs contrary to other legal or contractual requirements.

I hope I am not too late to object to these Applications.

Yours faithfully,

[REDACTED]
A Concerned Resident
[REDACTED] Bannermill Place

Response to objection to Licence for Short Term Let for 29 Bannermill Place

It is noted that 1 objection has been lodged.

Patricia Stout

In response to this objection, we would like to point out that this property has been used for Short Term Lets for more than a year and we have not had any reports of issues.

The property is a 4-bedroom apartment with 3 bathrooms. Advertised for up to 4 guests.

The apartment has allocated parking space which fully satisfies our guests needs.

As the objectors only copied and pasted the part of the legislation we are not able to comment.

In conclusion, we sincerely hope that the responses provided adequately address any concerns or objections raised. And we are available for further discussion or clarification if needed. Thank you for your attention to this matter.

Kind regards,
Grampian Lettings



LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION
EXISTING HOST-SECONDARY LETTING

APPLICANT: ROSANNA SEATTER

PROPERTY MANAGER: GRAMPIAN LETTINGS LIMITED

ADDRESS: 148 BANNERMILL PLACE, ABERDEEN

INFORMATION NOTE

- Application Submitted 27/09/2023
- Determination Date 26/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 1 representation/objection was submitted to the Private Sector Housing Team.

If, after consideration of the representations/objections, the Committee is minded to grant the Short Term Let licence, it may do so since at the time of drafting this report, the necessary upgrading works and certification have been completed.

DESCRIPTION

The property at 148 Bannermill Place, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises 3rd floor, flatted property, 1 bedroom, bathroom, lounge and kitchen. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – Planning approved 14/12/2023
- One objection email from Patricia Stout (Attached as Appendix B)

- Representation from Grampian Lettings (Attached as Appendix C)

The objection was received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUNDS FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a)the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i)for the time being disqualified under section 7(6) of this Act, or

(ii)not a fit and proper person to be the holder of the licence;

(b)the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c)where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i)the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii)the nature and extent of the proposed activity;

(iii)the kind of persons likely to be in the premises, vehicle or vessel;

(iv)the possibility of undue public nuisance; or

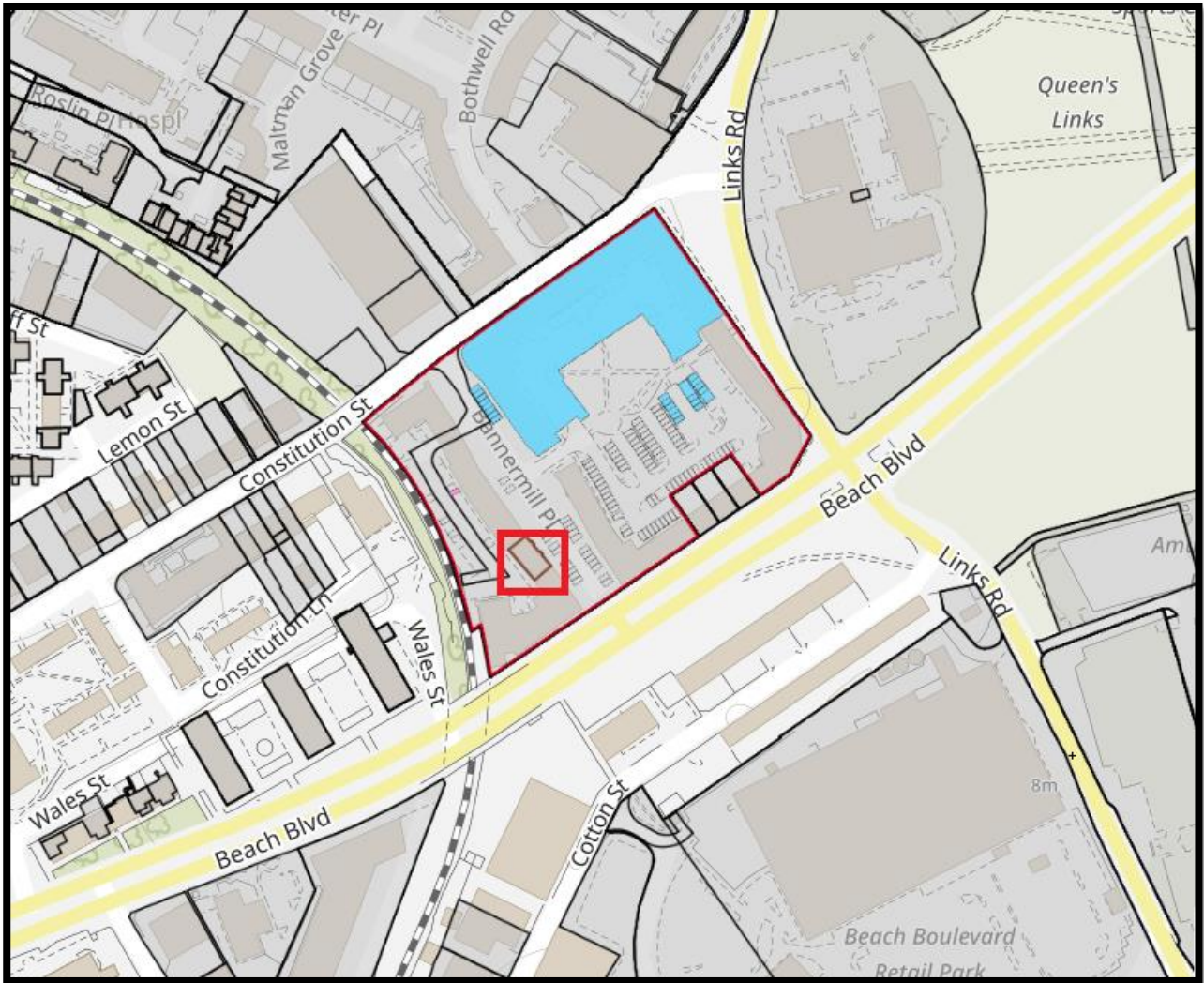
(v)public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of 148 Bannermill Place, Aberdeen.
- There are 5 Granted Short Term Let licenses at Bannermill Place, numbers: 2, 12, 41, 47 and 77.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.

'A'



'B'

From: Patricia Stout
Sent: Tuesday, October 24, 2023 5:36 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: [REDACTED] & 148 Bannermill Place AC41767P

Dear Sir/Madam,

Please be advised that I strongly object to the above applications, as follows:

Scottish Government Legislation:

The premises are not suitable or convenient having regard to -

- a) the location, character or condition of the premises;
- b) the nature and extent of the proposed activity;
- c) the kind of persons likely to be in the premises;
- d) the possibility of undue public nuisance; or
- e) public order or public safety; or

4.13 The primary purpose of the licensing scheme is to ensure short-term lets are safe and take account of local needs and circumstances. Competent grounds for objection to a licensing application may include:

- * concerns that the application is inaccurate or misleading;
- * concerns about the safety of guests, neighbours or others;
- * concerns about noise or nuisance; and
- * concerns that the application runs contrary to other legal or contractual requirements.

I hope I am not too late to object to these Applications.

Yours faithfully,

[REDACTED]
A Concerned Resident
[REDACTED] Bannermill Place

'C'

Response to objection to Licence for Short Term Let for 148 Bannermill Place

It is noted that 1 objection has been lodged.

Patricia Stout

In response to this objection, we would like to point out that this property has been used for Short Term Lets for more than a year and we have not had any reports of issues.

The property is a 4-bedroom apartment with 3 bathrooms. Advertised for up to 4 guests.

The apartment has allocated parking space which fully satisfies our guests needs.

As the objectors only copied and pasted the part of the legislation we are not able to comment.

In conclusion, we sincerely hope that the responses provided adequately address any concerns or objections raised. And we are available for further discussion or clarification if needed. Thank you for your attention to this matter.

Kind regards,
Grampian Lettings



LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION
EXISTING HOST- HOME LETTING

APPLICANT: JOHN LARTEY

PROPERTY MANAGER: OLANREWAJU EMMANUEL AJAYI

ADDRESS: FLAT 25 FRASER HOUSE, 9 MARKET STREET, ABERDEEN

INFORMATION NOTE

- Application Submitted 30/09/2023
- Determination Date 29/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 9 representations/objections were submitted to the Private Sector Housing Team.

If, after consideration of the representation/objection, the Committee is minded to grant the Short Term Let licence, it may do so under delegated powers since at the time of drafting this information note, the necessary upgrading works and certification have not been completed.

DESCRIPTION

The property at Flat 25, Fraser House, 9 Market Street, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises 2nd Floor, Flatted Property, 2 bedrooms, kitchen/diner, and shower room. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – Planning not required
- One objection email from Aik Shieng Ting (Attached as Appendix B)

- One objection letter from Courtney Jack (Attached as Appendix C)
- One objection email from Graham Barclay (Attached as Appendix D)
- One objection email from Kimberley Buddle (Attached as Appendix E)
- One objection email from Nicholas Gordon (Attached as Appendix F)
- One objection email from Douglas Sim (Attached as Appendix G)
- One objection email from Lewis Carnie (Attached as Appendix H)
- One objection email from Sinjtija Spigule (Attached as Appendix I)
- One objection letter from Lewis McArthur (Attached as Appendix J)
- One representation email Olarewaju Emmanuel (Attached as Appendix K)

The objections were received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUND FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a)the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i)for the time being disqualified under section 7(6) of this Act, or

(ii)not a fit and proper person to be the holder of the licence;

(b)the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c)where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i)the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii)the nature and extent of the proposed activity;

(iii)the kind of persons likely to be in the premises, vehicle or vessel;

(iv)the possibility of undue public nuisance; or

(v)public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of Flat 25, Fraser House, 9 Market Street, Aberdeen.
- There is one Granted Short Term Let licence at 164 Market Street, Aberdeen.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.
- Information within the Deed of Conditions is not a ground for refusing a Short Term Let licence within the legislation. Licensing cannot be used to enforce other legal issues and that would have to be enforced via other means.

'A'



From: Jason Ting

Sent: Tuesday, October 10, 2023 10:30 AM

To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>

Subject: Objection to Short Term Lettings in Fraser House, Aberdeen - HSTL550969967

Dear Sir/Madam,

I am writing to express my strong objection to the ongoing short-term lettings within Fraser House, based on multiple incidents that have occurred over the past three years. These incidents, which are a direct or indirect result of short-term lets facilitated through platforms such as Airbnb and Booking.com, have had a significant negative impact on the quality of life for the residents in our building.

I would like to draw your attention to specific clauses in the "Deed of Conditions" that pertain to the use of our apartments:

5.1 - Each proprietor is required to use their unit predominantly as a private dwellinghouse and refrain from subdividing it.

5.8 - The units must not be used in a manner that harms the neighborhood's amenity or causes a nuisance to nearby proprietors, tenants, or others.

Unfortunately, these clauses have not been respected or adhered to by landlords who persistently operate short-term lets in Fraser House.

Over the last two years, residents have witnessed a proliferation of short-term lettings, leading to numerous disruptions and antisocial behaviours. Some notable instances include:

1. Defecation in Stairwell

At around 0300 of 17/12/2021, defecation was found on the second-floor stairwell. This was found after several instances of loud noises and activity on the floor due to "flat parties" during the Christmas period being held in the Flats that operated as short term lets.

The Factor (James Gibb) was unable to verify the offender, and therefore requested for a biohazard team to remove the remains. The cost of which was born by the flat owners of the building.

2. Frequent House/Flat Parties

During any day of the week, flats have been booked for the sole purpose of parties or afterparties of which residents have seen very loud music throughout the evening to the early hours of the day. Multiple complaints have been raised to Airbnb/Booking.com and even police complaints have been raised but to no avail.

These parties are commonly seen in the weekends, and increase in frequency closer to the holiday periods such as Christmas or Easter breaks.

As an example, my flat [REDACTED] is located directly below [REDACTED] which is frequently used for parties and on too many an occasion has disrupted my sleep.

Again, no consequences and no one can be held accountable for these inconveniences.

3. Sex Workers

In addition to the items above, the availability of short term lets in the building has led to the rise in sex workers utilising these flats for their activities. On multiple occasions residents within the building have identified individuals in a dressing gown and with makeup collecting different men from the entrance of the building and later escorting them out throughout the evenings.

Some female residents have also even been mistaken from for these sex workers which sets a dangerous precedent for the potential of residents to be assaulted physically or verbally. Even when leaving the flat in the evening to the Tesco Express or to collect a deliveroo driver, some of these men waiting will approach and ask "are you here for me tonight..." or any other vulgar advances. This is not the type of environment one would expect from a residential property, let

alone activities that should be so prevalent less than a 10 minute walk from the Aberdeen City Council in Marischal square.

These activities are also in direct conflict against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.>

Multiple residents in the building are families with children. Having children exposed to this form of activity is unacceptable.

This type of activity has gone unchecked for far too long, and is a direct impact from allowing short term lettings in the building. Allowing the application for these short-term let's will be allowing activities such as this to continue.

These activities not only violate our residential property's rules but also conflict with the policies set by platforms like Airbnb regarding illegal and prohibited activities.

Fraser House's strategic location in the heart of the city makes it an ideal place to live. However, the continuous operation of short-term lets disregards the fact that this is now a residential property and not a commercial one. Landlords who persist in this practice seem blinded by greed, ignoring the issues they cause for residents.

While it's true that similar incidents might occur with university students, the key difference lies in accountability. It is far easier to hold students accountable and impose appropriate actions and penalties, reducing the likelihood of such scenarios and greatly improving the quality of life for residents in the building.

Therefore, I strongly object to the application reference HSTL550969967 and urge you to take immediate action. The current situation is untenable, and it's time to restore the peace and dignity of Fraser House.

Sincerely,

Aik Shieng Ting Owner of [REDACTED]

Short Term Let - Objection Letter

Objection submitted by Courtney Jack Craig, [REDACTED]
Aberdeen, AB11 5PD

[REDACTED]

Flat 25 Fraser House, 9 Market Street, Aberdeen, AB115PD - AC76582P

Flat 26 Fraser House, 9 Market Street, Aberdeen, AB115PD - AC69967P

[REDACTED]

Reasoning for objection: The residents of the building have had to deal with many issues which have arisen from flats within the building being leased short term. Below is a non-exhaustive list of issues which have arisen recently:

- Secure residential building has seen a dramatic increase in vandalism and damage to communal areas which have incurred cost from our factoring company.

- Residential buildings security system and secure entry doors have been tampered with multiple times leaving the building open to intruders resulting in stolen mail packages and loitering.

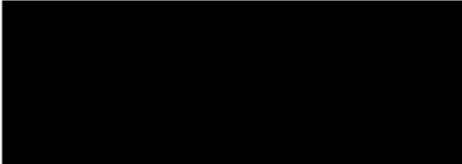
- Residents have been subject to harassment and increased feeling of lack of safety within their own domestic property.

- Short term letters have breached the fire exits multiple times resulting in SFRS attending the site and homeowners incurring factoring costs to reset and secure fire systems and doors.

Aberdeen City Council
Housing & Environment
DATE RECEIVED
10 OCT 2023

- Multiple agencies have been contacted in the past including the Police Scotland, Antisocial Behaviour Unit, Factoring Company James Gibb (formerly FG Burnett) with regards to residents concerns about human trafficking, illegal business activities, drug sales and sex work activities within the short term lets.

- It is believed to be a breach of factoring conditions and property deeds to sub-let / sub-lease properties within Fraser House.



Courtney Jack Craig

Homeowner of Flat 2



'D'

From: GRAHAM BARKSTAR

Sent: Tuesday, October 24, 2023 9:55 PM

To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>

Subject: Short Term Let Objections - 4 Properties - Fraser House, AB11 5PD

Apologies. I am now sending this a 3rd time, as the first time I forgot to add my address, and the second, I forgot to add the attachments. I hope this is now in order. Message below:

Good afternoon,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL55086891

2) AC62674P - Flat 8, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.>

- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

I can personally confirm I have witnessed what is highly likely sex work associated with a number of these properties, especially obvious around mid/late March 2023. This was recognised by many other residents within the building during this time. Men would hang around the main entrance door on the street and women would come down and let them in. On other occasions, random men were in the building trying to find out which flat they should be going to, and a resident was even asked on one occasion if "she was the girl he was looking for?". Considering

I'd seen the same women come down on multiple occasions over many days to let various men in at the main door, it is highly linked to these activities. Any activity such as this via "Short Term Lets" should not be accepted or normalised for this behaviour, especially due to the shared entrances/spaces & communal areas within the building. This happening at one point in front of my 15 year old daughter and the fact there are other children in this building make the use of properties for these activities even more unacceptable.

Other issues within the building have been groups/guests making large amounts of noise in stairwells/communal areas, banging on entrance doors to gain entry to the main building, arguments between guests, a drunk guest trying my door handle and banging on my door at 5:30am in the morning who mistakenly believed my flat was the Airbnb property he was staying in. Due to my flat being Flat 9 of 9, Market Street, many guests have come to my door in error or called my phone using the intercom to try gain access at various times through the day/night. This has led to me having my intercom number blocked on my phone and also my door number taken down to try and limit these inconveniences.

There has also been property abuse/damage that in a few cases are linked to guests/visitors and others that cannot be confirmed due to a lack of CCTV within the building and communal areas. Some of these issues have happened during noisy/problematic stays, which in turn can make the link to these events suspicious on occasion.

My flat is also over two floors and next to the communal stairwell, so when these activities have gone on within the stairwell/communal area, I can be made well aware based on the noise levels. Having gone out to investigate this activity on many occasions, a good many individuals/groups over the years have advised they are Airbnb, and many do apologise for the noise and behaviour. Others are not so welcoming, and this is always a concern with regard to health & personal safety, especially if alcohol is involved which has been witnessed on many occasions. Many of the residents have also witnessed random guests in the stairwell areas at 'check in times' wandering around aimlessly requesting if we can help with how they get in and what flat they should be going to. Many also ask if there is a reception, which we then have to make guests aware that this is a residential building and not a hotel.

Where there have been issues reported, and you investigate by walking throughout the building, it has often been found that the antisocial noise/behaviour can be linked to these flats. The flats are poorly insulated for noise, so I have personally heard loud partying from many of them, which is not acceptable when they are abused in this way by random guests. Guests can easily allow access for others during their stays also, so you are never fully aware of who is staying within the building or the people you may be approached from.

I have spoken with the hosts of some of the properties in person on occasion and have advised this is not personal, but unless there is a major shift in policies and security within the building, I cannot condone the use of "Short Term Lets" within the building. It is the sometimes problematic guests that visit that are causing these issues, which in turn have led me to approach the hosts directly where I can. But with issues still ongoing after all these years, something needs to be done.

I am well aware that not all issues within the building are related to "Short Term Let/Airbnb" activities, and on those occasions, I have dealt with residents/landlords to tackle those other issues directly. But, based on my own personal dealings and those of other residents, there have been plenty times this has certainly been the case, and more often than should be acceptable. The stress and anxiety that has been caused by certain parties, guests and the inappropriate usage of these properties during certain lets has caused a great deal of distress to myself and other residents on far too many occasions.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.

5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.

5.3 Each Proprietor shall be bound to uphold and maintain his Unit in a good state of repair and decoration and take all appropriate steps either by him or herself or in conjunction with the other Proprietors having an interest therein to prevent damage to the fabric thereof which may prejudice the stability thereof or create a nuisance to other Proprietors and in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service cables, pipes, wires or others. Any Proprietor shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect, including notification to adjoining Proprietors whose Units may be affected with a view to safeguarding their Units, be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom.

- 5.4 Each of the Proprietors shall be bound to keep the Units and the Common Property insured against loss or damage by fire and such other risks and for such value as is appropriate and in accordance with the insurance burdens more particularly detailed in the Main Deed of Conditions. This insurance will be arranged by the Managing Agents on behalf of the Proprietors. In the event of the said Units or the Common Property or any of them being destroyed or damaged by fire or other aforementioned risks, the Proprietors will *mutatis mutandis* comply fully with the provisions of Condition 4.3 of the Main Deed of Conditions. Each Proprietor shall be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. The Proprietors through the Managing Agents shall also effect insurance by a common policy in the name of the Managing Agents on behalf of the Proprietors against property owners liability arising from the ownership of the Common Property the indemnity for which will not be less than [TWO MILLION POUNDS (£2,000,000)] STERLING in respect of any one accident or such larger sum as is recommended by the Managing Agents. Each Proprietor will be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor.
- 5.5 No individual satellite television dish or equivalent apparatus shall be attached to the Units. ✓
- 5.6 No ball games are permitted on or within Fraser House. ✓
- 5.7 No poultry, ducks, pigeons, bees or other livestock shall be kept in, on or about Fraser House. The Proprietors shall each be entitled to keep one dog and one cat but that only provided that such pets shall not prove a nuisance to other Proprietors, that all dogs and cats are kept under control within Fraser House and that they are not, at any time, allowed to run unfettered within Fraser House or to foul any part of Fraser House. The Proprietors shall not be entitled to breed any animals including domestic pets, whether commercially or not. ✓
- 5.8 The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others. ✓
- 5.9 The Proprietors shall be responsible for ensuring that their respective Units are properly drained and for this purpose they shall maintain and keep free from blockage all pipes, drains, sewers and connections for the removal of foul and surface water to the common or public sewers serving their respective Units only and repair, renew and cleanse the said pipes and others as may be necessary from time to time [to the satisfaction of the local authority]; DECLARING that where any pipes, drains (or any part thereof) or connection serves only one of the Units the expense of repairing, renewing and cleansing the same shall be borne solely by the Proprietor of said Unit. ✓
- 5.10 The Proprietors will be bound to maintain the water supply pipes and connections leading to their respective Units from the water main all to the satisfaction of the local water authority and

'E'

From: Kimberley Buddle
Sent: Thursday, October 26, 2023 2:05 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Objection - Fraser house STL

Dear Sir/madam

I would like to object to the 4 flats in Fraser house from getting the short term lets licence. [REDACTED]
[REDACTED] flat 25 Fraser house & flat 26 Fraser house.

I am the owner of flat [REDACTED].

The reason for this objection is anti social behaviour which I know has been raised previously due to air B&B within the building itself, there has been loud music and noise,. All residence pay a factor fee towards the wear and tear and fair usage of communal areas and facilities.

There is a secure entry system but feel unsafe knowing keys are being given out to random people who can not be traced.

Kind Regards

Kimberley Buddle

'F'

From: Nick Gordon
Sent: Thursday, October 26, 2023 5:26 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Short Term Let Objections - Fraser House, AB11 5PD - 5 Properties

Hi there,

I wish to object to the following "Short Term Let" licence numbers as follows:

[REDACTED]

[REDACTED]

3) AC76582P - Flat 25, Fraser House, 9. Market Street, Aberdeen, AB11 5PD
Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9. Market Street, Aberdeen, AB11 5PD
Application Ref: HSTL550969967

[REDACTED]

The Deed of Conditions prohibits short term lets in the building, as well there being conditions that no activity going on within the building cause a nuisance to neighbours, which the short term lets consistently do, due to loud parties, as well as leaving the hallways in a mess and leaving fire doors open allowing anyone into the building. The deeds in question are listed below, and I have also attached copies.

5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

There is no CCTV in the building, and we as residents are unfortunately unable to get any installed due to shared factoring with the retail side of the building who have not agreed to the installation. This does not leave residents with peace of mind when we do not know who are coming and going in the building.

There is significant evidence that some of the properties are regularly used to rent to sex workers. Although fundamentally I have no issue with sex workers per se, it generally can be associated with other illicit activity such as drugs and violence. There are children

living in the building and I don't think that is appropriate. Also, AirBnB specifically disallow this activity in their terms and conditions, see below:

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.https://www.airbnb.co.uk/help/article/3345>

Incall commercial sex work: A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

Frequently my flat has had its door knocked on by drunk guests in the middle of the night, as well as during the day when people do not know what flat they are going to as the flats are so poorly managed. I've had people trying keys in my locks, as well as people turning the handle in the middle of the night. This is highly intimidating.

Communal doorways have been broken open when guests have lost their keys, as well as plasterboard broken. This is almost certainly related to the AirBnB residents, as everyone in this building is proud of the property.

I was personally witness to about 15 people, who were all in the one flat, harass a resident in the building as she was coming down the stairs and she was going up. This is unacceptable behaviour for people who have to live here and put up with the constant hassle and loud noises and parties.

Overall, the lack of proper management due to no property manager living within the building, the loud parties and lack of care from the managers about the permanent residence in the building is the primary reason for my complaints. The loud parties and nuisance to neighbours and illicit activities within the building are also significant factors.

All the best,

Signed:
Nicholas Gordon



- 5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.

4

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- 5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.
- 5.3 Each Proprietor shall be bound to uphold and maintain his Unit in a good state of repair and decoration and take all appropriate steps either by him or herself or in conjunction with the other Proprietors having an interest therein to prevent damage to the fabric thereof which may prejudice the stability thereof or create a nuisance to other Proprietors and in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service cables, pipes, wires or others. Any Proprietor shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect, including notification to adjoining Proprietors whose Units may be affected with a view to safeguarding their Units, be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom.

- 5.4 Each of the Proprietors shall be bound to keep the Units and the Common Property insured against loss or damage by fire and such other risks and for such value as is appropriate and in accordance with the insurance burdens more particularly detailed in the Main Deed of Conditions. This insurance will be arranged by the Managing Agents on behalf of the Proprietors. In the event of the said Units or the Common Property or any of them being destroyed or damaged by fire or other aforementioned risks, the Proprietors will *mutatis mutandis* comply fully with the provisions of Condition 4.3 of the Main Deed of Conditions. Each Proprietor shall be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. The Proprietors through the Managing Agents shall also effect insurance by a common policy in the name of the Managing Agents on behalf of the Proprietors against property owners liability arising from the ownership of the Common Property the indemnity for which will not be less than [TWO MILLION POUNDS (£2,000,000)] STERLING in respect of any one accident or such larger sum as is recommended by the Managing Agents. Each Proprietor will be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. ✓
- 5.5 No individual satellite television dish or equivalent apparatus shall be attached to the Units. ✓
- 5.6 No ball games are permitted on or within Fraser House. ✓
- 5.7 No poultry, ducks, pigeons, bees or other livestock shall be kept in, on or about Fraser House. The Proprietors shall each be entitled to keep one dog and one cat but that only provided that such pets shall not prove a nuisance to other Proprietors, that all dogs and cats are kept under control within Fraser House and that they are not, at any time, allowed to run unfettered within Fraser House or to foul any part of Fraser House. The Proprietors shall not be entitled to breed any animals including domestic pets, whether commercially or not. ✓
- 5.8 The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others. ✓
- 5.9 The Proprietors shall be responsible for ensuring that their respective Units are properly drained and for this purpose they shall maintain and keep free from blockage all pipes, drains, sewers and connections for the removal of foul and surface water to the common or public sewers serving their respective Units only and repair, renew and cleanse the said pipes and others as may be necessary from time to time [to the satisfaction of the local authority]; DECLARING that where any pipes, drains (or any part thereof) or connection serves only one of the Units the expense of repairing, renewing and cleansing the same shall be borne solely by the Proprietor of said Unit. ✓
- 5.10 The Proprietors will be bound to maintain the water supply pipes and connections leading to their respective Units from the water main all to the satisfaction of the local water authority and



From: douglas sim
Sent: Friday, October 27, 2023 6:26 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Short Term Let Objections - 4 Properties - Fraser House, AB11 5PD

Good afternoon,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL55086891

2) AC62674P - Flat 8, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services>.

- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

•
I have witnessed on a few occasions what is likely sex work going on in the building. Men waiting outside the door of the building and the same woman letting multiple different men in. This is an unacceptable use of short term lets made even worse when families with young children live in the building.

There have been many noise issues and damage to the property. This might not always be because of short term lets, but with the number of unfamiliar groups using the building, usually with alcohol involved, I have personally seen and had encounters with noisy and sometimes aggressive guests. Usually these visitors have no idea that this is a residential building and talk to you like hotel staff, asking how they get to a room or where reception is.

On a few occasions people have tried to enter my property rattling the door handle and trying to unlock the door. When confronted they have no idea where they're going and just say they've booked a flat for the night. This is of course very inappropriate and stressful.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

Douglas Sim



- 5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.

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- 5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.
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- 5.10 The Proprietors will be bound to maintain the water supply pipes and connections leading to their respective Units from the water main all to the satisfaction of the local water authority and



From: Lewis Carnie
Sent: Thursday, October 26, 2023 10:23 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Short Term Let Objections - Fraser House

Good evening,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550868911

2) AC62674P - Flat 8, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.>

- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

I can personally confirm I have witnessed what is highly likely sex work associated with a number of these properties, especially obvious around mid/late March 2023. This was recognised by many other residents within the building during this time. Men would hang around the main entrance door on the street and women would come down and let them in. On other occasions, random men were in the building trying to find out which flat they should be going to, and a resident was even asked on one occasion if "she was the girl he was looking for?". Considering

I'd seen the same women come down on multiple occasions over many days to let various men in at the main door, it is highly linked to these activities. Any activity such as this via "Short Term Lets" should not be accepted or normalised for this behaviour, especially due to the shared entrances/spaces & communal areas within the building. The fact there are children in this building make the use of properties for these activities even more unacceptable. Other issues within the building have been groups/guests making large amounts of noise in stairwells/communal areas, banging on entrance doors to gain entry to the main building, arguments between guests. There has also been property abuse/damage that in a few cases are linked to guests/visitors and others that cannot be confirmed due to a lack of CCTV within the building and communal areas. Some of these issues have happened during noisy/problematic stays, which in turn can make the link to these events suspicious on occasion. Having gone out to investigate this activity on many occasions, a good many individuals/groups over the years have advised they are Airbnb, and many do apologise for the noise and behaviour. Others are not so welcoming, and this is always a concern with regard to health & personal safety, especially if alcohol is involved which has been witnessed on many occasions. Many of the residents have also witnessed random guests in the stairwell areas at 'check in times' wandering around aimlessly requesting if we can help with how they get in and what flat they should be going to. Many also ask if there is a reception, which we then have to make guests aware that this is a residential building and not a hotel.

Where there have been issues reported, and you investigate by walking throughout the building, it has often been found that the antisocial noise/behaviour can be linked to these flats. The flats are poorly insulated for noise, so I have personally heard loud partying from many of them, which is not acceptable when they are abused in this way by random guests. Guests can easily allow access for others during their stays also, so you are never fully aware of who is staying within the building or the people you may be approached from.

I have spoken with the hosts of some of the properties in person on occasion and have advised this is not personal, but unless there is a major shift in policies and security within the building, I cannot condone the use of "Short Term Lets" within the building. It is the sometimes problematic guests that visit that are causing these issues, which in turn have led me to approach the hosts directly where I can. But with issues still ongoing after all these years, something needs to be done.

I am well aware that not all issues within the building are related to "Short Term Let/Airbnb" activities, and on those occasions, I have dealt with residents/landlords to tackle those other issues directly. But, based on my own personal dealings and those of other residents, there have been plenty times this has certainly been the case, and more often than should be acceptable. The stress and anxiety that has been caused by certain parties, guests and the inappropriate usage of these properties during certain lets has caused a great deal of distress to myself and other residents on far too many occasions.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

Lewis Carnie

A large black rectangular redaction box covering the signature area.



From: Sintija Spigule
Sent: Friday, October 27, 2023 1:39 AM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: short term lets objection for number of applications within Fraser House, AB11 5PD

Good morning,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL55086891

2) AC62674P - Flat 8, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.>

- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

I can personally confirm I have witnessed what is highly likely sex work associated with a number of these properties, especially obvious around mid/late March 2023. This was recognised by many other residents within the building during this time. Men would hang around the main entrance door on the street and women would come down and let them in. On other occasions, random men were in the building trying to find out which flat they should be going to, and a resident was even asked on one occasion if "she was the girl he was looking for?". Considering I'd seen the same women come down on multiple occasions over many days to let various men in at the main door, it is highly linked to these activities. Any activity such as this via "Short Term Lets" should not be accepted or normalised for this behaviour, especially due to the shared entrances/spaces & communal areas within the building. The fact there are children in this building make the use of properties for these activities even more unacceptable.

Other issues within the building have been groups/guests making large amounts of noise in stairwells/communal areas, banging on entrance doors to gain entry to the main building, arguments between guests. There has also been property abuse/damage that in a few cases are linked to guests/visitors and others that cannot be confirmed due to a lack of CCTV within the building and communal areas. Some of these issues have happened during noisy/problematic stays, which in turn can make the link to these events suspicious on occasion.

Having gone out to investigate this activity on many occasions, a good many individuals/groups over the years have advised they are Airbnb, and many do apologise for the noise and behaviour. Others are not so welcoming, and this is always a concern with regard to health & personal safety, especially if alcohol is involved which has been witnessed on many occasions. Many of the residents have also witnessed random guests in the stairwell areas at 'check in times' wandering around aimlessly requesting if we can help with how they get in and what flat they should be going to. Many also ask if there is a reception, which we then have to make guests aware that this is a residential building and not a hotel.

Where there have been issues reported, and you investigate by walking throughout the building, it has often been found that the antisocial noise/behaviour can be linked to these flats. The flats are poorly insulated for noise, so I have personally heard loud partying from many of them, which is not acceptable when they are abused in this way by random guests. Guests can easily allow access for others during their stays also, so you are never fully aware of who is staying within the building or the people you may be approached from.

I have spoken with the hosts of some of the properties in person on occasion and have advised this is not personal, but unless there is a major shift in policies and security within the building, I cannot condone the use of "Short Term Lets" within the building. It is the sometimes problematic guests that visit that are causing these issues, which in turn have led me to approach the hosts directly where I can. But with issues still ongoing after all these years, something needs to be done.

I am well aware that not all issues within the building are related to "Short Term Let/Airbnb" activities, and on those occasions, I have dealt with residents/landlords to tackle those other issues directly. But, based on my own personal dealings and those of other residents, there have been plenty times this has certainly been the case, and more often than should be acceptable. The stress and anxiety that has been caused by certain parties, guests and the inappropriate usage of these properties during certain lets has caused a great deal of distress to myself and other residents on far too many occasions.

I experienced antisocial behaviour on many occasions and being a single mom doesn't really help. I feel very unsafe with all these airbnb parties on Friday and Saturday nights. Makes me want to stay home as very often these parties are loud and people coming in and out the building with drinks, sometimes very aggressive. I hope you can understand the frustration.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

Sintija Spigule

A large black rectangular redaction box covering the signature area.

- 5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.

4

-
- 5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.
- 5.3 Each Proprietor shall be bound to uphold and maintain his Unit in a good state of repair and decoration and take all appropriate steps either by him or herself or in conjunction with the other Proprietors having an interest therein to prevent damage to the fabric thereof which may prejudice the stability thereof or create a nuisance to other Proprietors and in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service cables, pipes, wires or others. Any Proprietor shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect, including notification to adjoining Proprietors whose Units may be affected with a view to safeguarding their Units, be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom.

- 5.4 Each of the Proprietors shall be bound to keep the Units and the Common Property insured against loss or damage by fire and such other risks and for such value as is appropriate and in accordance with the insurance burdens more particularly detailed in the Main Deed of Conditions. This insurance will be arranged by the Managing Agents on behalf of the Proprietors. In the event of the said Units or the Common Property or any of them being destroyed or damaged by fire or other aforementioned risks, the Proprietors will *mutatis mutandis* comply fully with the provisions of Condition 4.3 of the Main Deed of Conditions. Each Proprietor shall be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. The Proprietors through the Managing Agents shall also effect insurance by a common policy in the name of the Managing Agents on behalf of the Proprietors against property owners liability arising from the ownership of the Common Property the indemnity for which will not be less than [TWO MILLION POUNDS (£2,000,000)] STERLING in respect of any one accident or such larger sum as is recommended by the Managing Agents. Each Proprietor will be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor.
- 5.5 No individual satellite television dish or equivalent apparatus shall be attached to the Units. ✓
- 5.6 No ball games are permitted on or within Fraser House. ✓
- 5.7 No poultry, ducks, pigeons, bees or other livestock shall be kept in, on or about Fraser House. The Proprietors shall each be entitled to keep one dog and one cat but that only provided that such pets shall not prove a nuisance to other Proprietors, that all dogs and cats are kept under control within Fraser House and that they are not, at any time, allowed to run unfettered within Fraser House or to foul any part of Fraser House. The Proprietors shall not be entitled to breed any animals including domestic pets, whether commercially or not. ✓
- 5.8 The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others. ✓
- 5.9 The Proprietors shall be responsible for ensuring that their respective Units are properly drained and for this purpose they shall maintain and keep free from blockage all pipes, drains, sewers and connections for the removal of foul and surface water to the common or public sewers serving their respective Units only and repair, renew and cleanse the said pipes and others as may be necessary from time to time [to the satisfaction of the local authority]; DECLARING that where any pipes, drains (or any part thereof) or connection serves only one of the Units the expense of repairing, renewing and cleansing the same shall be borne solely by the Proprietor of said Unit. ✓
- 5.10 The Proprietors will be bound to maintain the water supply pipes and connections leading to their respective Units from the water main all to the satisfaction of the local water authority and

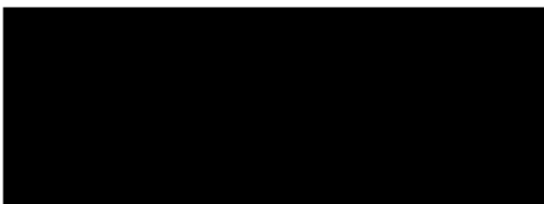
Lewis McArthur



27th October 2023

Aberdeen City Council
Marischal College
Aberdeen
AB10 1AB

Relevant Properties



Flat 25, Fraser House, 9 Market Street, Aberdeen, AB11 5PD
License Number: AC76582P
Application Reference: HSTL550976582

Flat 26, Fraser House, 9 Market Street, Aberdeen, AB11 5PD
License Number: AC69967P
Application Reference: HSTL550969967

To whom it may concern,

I am writing in relation to the above applications to formally object to the Application for a License for a Short Term Let. Below you will find the justification for my objections, but should you require further information on any of the points, please do not hesitate to contact me.

Damage to Exterior Property and Risk to Safety of Residents – Lockboxes and Emergency Doors

The short term lets used to have lockboxes outside the front door of the property which are no longer there, left in place is damage to the exterior where there are gaps between the granite slabs. The property manager, JAMES GIBB, sent communications (please see attached "01 – James Gibb Email") via email dated 3rd August 2022 to all property owners advising that lockboxes were not permitted on the grounds of appearance and the significant security risk these present. The communication also highlights the issue of the rear emergency exit being used when it should not, clients of the short-term lets may be using this door as they would be unaware unless told of the security issue it raises when opened. As well as the door being a day to day security risk if opened, it also may impact the buildings insurance policy posing a financial risk to property owners.

Violation of Title Deed Conditions – Private Dwellinghouse

Please see attached "02 – Title Deeds" and refer to section 5.1, "Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it." Using the unit as a short-term let business is in direct contravention of this section, as due to the nature of the business the owner is incapable of using it predominantly as a private dwellinghouse.

Violation of Title Deed Conditions – Nuisance to Proprietors and Short Term Let Client Issues

Please see attachment "02 – Title Deeds" and refer to section 5.8, "*The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.*". Referring to "01 – James Gibb Email" again, there have been numerous parties in the short-term let properties in Fraser House, I often see little things like the aftermath of parties held such as bottles and mess left in communal areas as well as more serious issues such as a fire extinguisher being used to smash a window on a security door to gain access to the flats (Presumably due to a lost fob), please refer to the attached images for the damage.

Cost to proprietors

Any damages to the common areas impart a cost which is shared amongst all of the property owners via a quarterly factoring charge, there is no CCTV in the common areas of the building so any reports to the police is futile.

To conclude, the grounds for my objections are that the licence would result in a significant security risk to all residents of Fraser House, a significant nuisance to all residents of Fraser House and may also present a significant financial risk to all property owners within Fraser House.

I ask that the applications for these Short Term Lets be denied.

Should you require further information, or have any questions about the content of these objections, please do not hesitate to contact me.

Thank you for your considerations.

Yours Sincerely,

Lewis McArthur





From: Olanrewaju Emmanuel
Sent: Wednesday, February 21, 2024 8:04 AM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Re: Short Term Let Licence Application - Flat 26 Fraser House, 9 Market Street

Good morning Rachel,

RESPONSE TO THE OBJECTIONS RAISED BY THE RESIDENTS OF THE LISTED FLATS REGARDING FLATS ■,25 & 26

[REDACTED]

I hope this email finds you well. I am writing in response to the recent objections regarding our short-term rental properties in Fraser House. I understand that concerns have been raised, and I would like to address them in a respectful and open manner.

1. Noise and Disturbance:

I acknowledge that noise and disturbance can be a valid concern for residents. As One of the responsible property Managers,We have implemented strict guidelines for guests to adhere to, including quiet hours and respectful behaviour.Additionally,We have established a clear communication channel with guests to make sure that any misconduct or Any Anti Social behaviour or concerns,will be reported to the booking channels and the appropriate authorities which may result to their reservations being cancelled with no refund being issued so,as to ensure a peaceful living environment for all.

2. Security and Safety:

I understand that you may have concerns regarding the security and safety of the residents and neighbourhood due to short-term rentals.Rest assured,we have taken several measures to address these concerns. All guests are thoroughly screened by the

booking channels through different stages of verifications before their stay, and we have implemented strict security measures of entering and house rules to prevent unauthorized access into the building/properties. Furthermore, me being one of the property managers is mostly in close contact with the guests at all times during check ins.

Not for once has the security FOB been missing or KEYS to any of the flats, which means guests can easily gain access into the building without any hassle or help from anyone or residents.

Guests never had access to the building INTERCOM CODE to gain access into the building nor do we the property managers have access to the INTERCOM CODE to gain access. All entries are gained by the use of FOBS.

We have established a good working relationship to address any security issues promptly by being present making sure guests are well settled in. Also we continuously communicate with guests to make sure they are having a good stay and also quick reminders of the HOUSE RULES and the consequences that may followed.

All our properties on each listing channels have their rules and regulations specifically listed out for guests to follow and adhere to strictly, the consequences of breaking the house rules which may results in their reservations being cancelled with the help of the booking channels and guests being removal without the issued of any refunds.

Regarding "Short Term Lets" Airbnb community policy clearly states what are allowed, the things that are prohibited and things not allowed.

Guests go through appropriate scrutiny and verifications before their registrations or before their bookings are being confirmed.

Airbnb community policy can be found in the link below:

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services>

<https://www.airbnb.co.uk/help/article/3345>

3. Property Maintenance and damages.

We appreciate the importance of maintaining the appearance and upkeep of the building.. I assure you that we are committed to ensuring that the short-term rental properties are well-maintained and same goes with the building as a whole. Regular inspections and maintenance checks are conducted by our landlord to address any concerns promptly. Additionally, We encourage guests to respect the residents, neighborhood and its surroundings, and we provide clear guidelines on waste disposal and general cleanliness.

The previous damages done in Fraser House occurred as a result of the break in through the back fire exit door from Adelphi lane.

All residents thought the damages and destructions were done by Airbnb guests but that wasn't true. The fire extinguishers were all removed from the walls and emptied, the fire exit iron glass door broken, liters in the communal areas, damages to the walls and so on.

After a while of continuous destructions, messy environment and smoke residues of all kinds, disturbances, the residents in Flat 5 were fortunate enough to witness those who were responsible for such disturbances and destructions because they were always kept awake all nights due to that.

The police were called few times by one of the people in Flat 5 where some of those young teenagers were arrested on different late nights/early mornings.

The young teenagers who gained access through the rear fire exit door from Adelphi lane were the ones responsible for all the destruction regarding the building.

It was the responsibility of the factorial company to ensure that all the residents were aware of the discovery and the development afterwards.

I guess most of the residents were not aware of such development and updates regarding the people that were responsible for such acts.

The details of resident that made the calls through to the police can be provided as an evidence for verification.

JAMES GIBB must have been updated by the police before the fitting and fixing of the damages done in the building and the repairing/changing the rear fire exit door that leads to Adelphi Lane.

All the above could be kindly verified.

The objections issues raised about sex work, parties, human trafficking, illegal businesses activities, drug sales regarding our flats ■, 25 and 26 are very alarming and shocking as nothing of such ever happened in any of the flats as mentioned above.

I can categorically say that all that were complained of were false statements of allegations and far from the truth. It is so unfortunate that the complainants could go to the extreme all in the name of not wanting Short term rentals in the building. That's quite sad and heartbreaking in all honesty.

We never accommodated any sex workers nor do we intend to do such in the future.

To buttress all the accusations levied against the above flats ■, 25 & 26, the complainants have to provide adequate evidences as proof to support all the allegations.

On all the bookings channels and platforms there are 3 main strict rules that applies to all which we the hosts take very strict.

Parties of any kind are not allowed both in the flats or in the building.

No third party bookings are allowed except when companies booked on behalf of workers.

The number of occupancy limits must be strictly adhered to and also the number of guests specified during any bookings must be the exact number of guests expected during the stay.

No pets are allowed except with the permission of the host. (We don't allow pets.)

The closest flats to flat 25 & 26 are flat 21,22,23,24 sharing the same hallway.All these residents have never complained of any issues or any problems whatsoever.They are residents that we see all the times and we all have good cordial relationships.

Flat 25 and 26 are totally secluded and located on another section of the second floor far from any of the complainants flats on the second floor.The other complainants flats are located on the Third floor where we have got no flats.

Same applies to [REDACTED] which is located at another section of the first floor where only 2 flats are situated on the hallway.[REDACTED].These two properties are owned by the same landlord and far from other flats.

All the above could be investigated through a visit by an inspector to get the clearer pictures of the whole layout of the flats.

When it comes to numbers of occupancy,2 bedrooms flat is a maximum of 4 guests while 3 bedrooms flat is a maximum of 6 guests.

All these could be verified.

We have had many instances where only 2-3 guests booked a 3 bedrooms flat while 1 guest booked a 2 bedrooms flat and most of the times flat 25 and 26 are booked together for just 3-4 guests.The proof of such bookings can be found as attached.

Majority of the times,the flats have less occupancy numbers compared to the required occupancy limits.

When it comes to numbers of occupancy,it's a strict rules that the guests must follow.They are all aware of the consequences that may follow which is,instant cancellation with the help of the booking channels followed by removal of guests with no refund of any amounts.

From my experiences,no guests want to lose their money or be put out with no refund.That alone is enough for any guests to follow the house rules.

Most of our guests stay multiple days when compared to the very low rates of a day stay and also high percentage of night stays are booked by workers or companies on behalf of workers.Families,holiday makers.Only 4%-5% percentage of guests are for weekends away.

When it comes to communal areas,the guests only share Lifts when going into the building or going outside the building and only use the staircases whenever the lift is faulty and not working.That only happened on few occasions.The guests are either inside their flats or out of the building all day.

Majority of guests are out all days for work or those exploring the city.

We mostly have guests that are workers which includes Doctors,Surgeons,paediatricians,travel nurses...Engineers,Oil workers,Road workers,Builders,Construction Workers...Relatives visiting families,families of graduates from the universities,guests during offshore Europe,guests for competitions in Aberdeen like body builders,swimmers from Shetland,shoppers from outside Aberdeen,foreign researchers from universities.....and those meeting up with friends for events/occasions/concerts and so on.

Also Tourists from different countries like Norway,Canada,America,Europe and also within the uk as a whole.

Our guests are very responsible,respectful and always willing to be cooperative and adhered to the house rules and regulations.

Pls kindly find attached some of the booking confirmations,the type of guests involved and the numbers of occupancy.

More booking confirmations of previous guests and upcoming guests could be provided on request for more information and verifications.

Thank you for taking the time to read through the responses,we value your input and looking forward to finding a resolution that benefits all parties involved.

Sincerely,

Olarewaju Emmanuel.

Bukky Abdulazeez


FLAT 25

Past guest · 18–19 Mar 2023 · [REDACTED]

 Reservation

 Get help

7 Feb 2023

 To protect your payment, always communicate and pay through the Airbnb website or app.

 Booking confirmed · 2 guests, 18–19 Mar 2023

[REDACTED] 12:33 am

Hi there! My sister and I are coming to visit Scotland for the first time. Looking forward to staying in your apartment!

Bukky 12:45 am

Hi [REDACTED]

Thanks for your booking and looking forward to your stay!

It would be nice to have you both around and hopefully you enjoy your visit while in Aberdeen.

Kind regards,

Bukky

Past guest



Flat 25 · 2 Bedrooms Well Equipped Flat

26–27 Oct 2022 (1 night)

1 guest



About



☆ 5.0 rating from 115 reviews

✓ Identity verified

🏠 Joined Airbnb in 2015

🏠 Lives in  United Kingdom



Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Sat Mar 18 2023

Arrival time

16:00

Departure date

Sun Mar 19 2023

Departure time

11:00

Past guest

Flat 26 · Aberdeen Stay Central 2-Bedrooms
Apartment

20–21 Dec 2022 (1 night)

1 guest ·

About

☆ 5.0 rating from 11 reviews

✓ Identity verified

📅 Joined Airbnb in 2020

🏠 Lives in [REDACTED] United Kingdom

👤 Also a host

[Show profile](#)

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our **booking** ref: [REDACTED]

Channel: [booking.com](#)

Arriving: 21st October 2023

Departing: 22nd October 2023

Nights: 1

Occupancy

Adults: 3

Children: 0

Infants: 0

Your guest

[REDACTED]

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our booking ref: [REDACTED]

Channel: [booking.com](https://www.booking.com)

Arriving: 21st October 2023

Departing: 22nd October 2023

Nights: 1

Occupancy

Adults: 3

Children: 0

Infants: 0

Your guest

[REDACTED]

Guest comments (if available)

Could we check in early or be able to collect keys earlier than 2pm. We have lunch booked for 2pm. [REDACTED]



LOVELY TWIN 2-FLATS CONDO IN ABERDEEN C...

Past guest · 5–13 Oct 2023



Reservation



Get help



check-in time is: 16:00 - 18:00



Booking confirmed · 4 guests, 5–13 Oct 2023



4:04 pm

This booking is for employees, contact information available on request.

Thanks,



Bukky 4:05 pm

Hi



Thank you for your booking and looking forward to their stay!

Yes pls contact information will be appreciated!

Kind regards,
Bukky

Trip change requested

[REDACTED]

LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

17 Mar – 9 Oct (206 nights)

3 guests · [REDACTED]

This guest has requested changes to their trip. You can accept the changes or keep the current reservation.

[Show request](#)

About [REDACTED]

☆ [5.0 rating from 5 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2018

🏠 [REDACTED] United Kingdom

Past guest



LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

10–11 Mar 2023 (1 night)

6 guests



review:

Second time staying here and will come back.

Bukky was super-helpful over all the arrangements...

Show review

About



☆ 5.0 rating from 17 reviews

✓ Identity verified

🏠 Joined Airbnb in 2015





Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Mon Mar 13 2023

Arrival time

16:00

Departure date

Tue Mar 14 2023

Departure time

11:00

Past guest



FLAT 25 · CHARMING 2-BEDROOMS CITY
CENTRE APARTMENT

9–10 Mar 2023 (1 night)

1 guest · 

About

☆ 5.0 rating from 17 reviews

✓ Identity verified

📅 Joined Airbnb in 2015

🏠  United Kingdom

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our booking ref: [REDACTED]

Channel: [booking.com](#)

Arriving: 31st January 2024

Departing: 4th February 2024

Nights: 4

Occupancy

Adults: 2

Children: 1

Infants: 0

Your guest

Past guest

[REDACTED]

FLAT 25 · CHARMING 2-BEDROOMS CITY CENTRE APARTMENT

13-14 Jun 2023 (1 night)

2 guests [REDACTED]

About [REDACTED]

☆ 5.0 rating from 10 reviews

✓ Identity verified

📅 Joined Airbnb in 2015

🏠 [REDACTED] United Kingdom

You've got a new **booking!**

1 night at FLAT 25 FRASER HOUSE
APARTMENT from 31st December 2023 with a
total value of [REDACTED]

[View **booking** details](#)

Ref: [REDACTED]

Booked via [booking.com](#)

Say "hi" to welcome your guest, to confirm check-in details, or to answer any questions they may have.

[REDACTED]

[REDACTED]

Guests

3 adults

You've got a new **booking!**

2 nights at 26 FRASER HOUSE APARTMENT
from 30th July 2024 with a total value of [REDACTED]

[View booking details](#)

Ref: [REDACTED]

Booked via [expedia.com](#)

Say "hi" to welcome your guest, to confirm check-in details, or to answer any questions they may have.



Guests

1 adult, 3 children

Check-in

30th July 2024 [REDACTED]

You've got a new **booking!**

1 night at 26 FRASER HOUSE APARTMENT from
24th January 2024 with a total value of \$ [REDACTED]

[View booking details](#)

Ref: [REDACTED]

[Booked via booking.com](#)

Say "hi" to welcome your guest, to confirm check-in details, or to answer any questions they may have.



Guests

2 adults

Comments

"I am travelling for business and I may be using a business credit card. Approximate time of arrival: between 16:00 and 17:00"

Past guest



LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

19–20 Jun 2023 (1 night)

4 guests ·

review:

Good location. Parking nearby. Walkable to sights
and food. Bulky was very responsive and helpful

[Show review](#)

About

☆ [5.0 rating from 10 reviews](#)

✓ [Identity verified](#)

🏠 Joined Airbnb in 2018



Dear Bukky Abdulazeez,

We are pleased to let you know we've got a new **booking** for your property! Here's the details, which you can review in your **TravelNest Account**.

Booking information

Booked property: HEART OF ABERDEEN CITY CENTRE 3 BEDROOMS APARTMENT

Our **booking** ref: [REDACTED]

Channel: [vrbo.com](https://www.vrbo.com)

Arriving: 5th June 2022

Departing: 6th June 2022

Nights: 1

Occupancy

Adults: 6

Children: 0

Infants: 0



Guest comments if available:

We are on a family vacation and look forward to a night in Aberdeen.



< [REDACTED] ...
Post-stay · Flat 26

Post-stay

Res ID: [REDACTED]

Tue, 29 Aug 2023 — Fri, 1 Sept 2023

2 adults

[REDACTED]

Expected payout for 3 nights

Flat 26

Prop ID: [REDACTED]

Booked through Vrbo on Mon, 28 Aug 2023

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our booking ref: [REDACTED]

Channel: [booking.com](#)

Arriving: 3rd October 2023

Departing: 4th October 2023

Nights: 1

Occupancy

Adults: 1

Children: 0

Infants: 0

Your guest

[REDACTED]



Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Thu Mar 16 2023

Arrival time

16:00

Departure date

Fri Mar 17 2023

Departure time

11:00



LOVELY TWIN 2-FLATS CONDO IN ABERDEEN C...

Trip change requested - 17 Mar-9 Oct 2024 [REDACTED]

Reservation

Get help

[REDACTED] 2:00 pm

Hi Bukky

We are doing some work to one of the stores along union street, the project duration is 26 weeks.

Kind regards



Bukky 2:34 pm

Hi [REDACTED]

Thank you so much for your quick response. That sounds great and It would be nice to have you around for those duration periods while you carry out your project.

See you by then.

Kind regards,
Bukky

Past guest

LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

4-8 Sept 2023 (4 nights)

4 guests

About

☆ [5.0 rating from 3 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2019



[Show profile](#)

Past guest

Flat 25 · 2 Bedrooms Well Equipped Flat

9-10 Nov 2022 (1 night)

1 guest

review:

good for stay in city center 😊

[Show review](#)

About

☆ [5.0 rating from 8 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2016



Past guest

LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL
25-26 Mar 2023 (1 night)
5 guests

review:

Great host with great communication and was
flexible with check in timings....

[Show review](#)

About

☆ [4.0 rating from 2 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2019



Past guest

Flat 26 · Aberdeen Stay Central 2-Bedrooms
Apartment
19-21 Aug 2023 (2 nights)
2 guests

About

☆ [4.5 rating from 2 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2017

👤 Also a host



Past guest

[REDACTED]

FLAT 25 · CHARMING 2-BEDROOMS CITY
CENTRE APARTMENT
18–19 Mar 2023 (1 night)
2 guests · [REDACTED]

[REDACTED] review:

Great location in Aberdeen. Beware that this area
can be REALLY noisy. Thankfully I had noise ...

[Show review](#)

About [REDACTED]

☆ [5.0 rating from 16 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2015

[REDACTED]

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our booking ref: [REDACTED]

Channel: [booking.com](https://www.booking.com)

Arriving: 20th October 2023

Departing: 22nd October 2023

Nights: 2

Occupancy

Adults: 2

Children: 1

Infants: 0

Your guest

[REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new **booking!** Here are the details, which you can review in your **TravelNest Account**.

Booking information

Booked property: CHARMING 2-BEDROOMS CITY CENTRE APARTMENT

Property nickname: FLAT 25 FRASER HOUSE APARTMENT

Our **booking** ref: [REDACTED]

Channel: homeaway.co.uk

Arriving: 29th September 2023

Departing: 2nd October 2023

Nights: 3

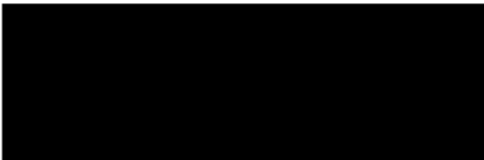
Occupancy

Adults: 3

Children: 0

Infants: 0

Your guest



Guest comments (if available)

We are coming Aberdeen with our daughter. My wife was born in Aberdeen, this is her first time back in many years. My second time in 42 years. And our daughter's first time so we are all looking forward to coming to



Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Fri Mar 10 2023

Arrival time

16:00

Departure date

Sat Mar 11 2023

Departure time

11:00

Past guest

[REDACTED]

Flat 26 · Aberdeen Stay Central 2-Bedrooms
Apartment

17-21 Oct 2022 (4 nights)

1 guest · [REDACTED]

[REDACTED] review:

I recommend to stay at this apartment.. very easy
to anyway find any shop for food and anything..! ...

[Show review](#)

About [REDACTED]

☆ [5.0 rating from 40 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2021

🏠 [REDACTED]

📧 [REDACTED]

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: HEART OF ABERDEEN CITY CENTRE 3 BEDROOMS APARTMENT
Property nickname: Fraser house apartment

Our booking ref: [REDACTED]

Channel: [booking.com](#)

Arriving: 27th December 2023

Departing: 28th December 2023

Nights: 1

Occupancy

Adults: 5

Children: 1

Infants: 0

Your guest

[REDACTED]

Reservations

[REDACTED]
Edinburgh, United Kingdom
10 Reviews

Past guest
10–11 Mar 2023
6 guests
LOVELY TWIN 2-FLATS CONDO IN ABERDEEN CENTRAL

Past guest
9–10 Mar 2023
1 guest
CHARMING 2-BEDROOMS CITY CENTRE APARTMENT

Past guest
27–28 Jan 2023
4 guests
LOVELY TWIN 2-FLATS CONDO IN ABERDEEN CENTRAL

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LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION
EXISTING HOST- SECONDARY LETTING

APPLICANT: JOHN LARTEY

PROPERTY MANAGER: OLANREWAJU EMMANUEL AJAYI

ADDRESS: FLAT 26 FRASER HOUSE, 9 MARKET STREET, ABERDEEN

INFORMATION NOTE

- Application Submitted 30/09/2023
- Determination Date 29/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 9 representations/objections were submitted to the Private Sector Housing Team.

If, after consideration of the representation/objection, the Committee is minded to grant the Short Term Let licence, it may do so under delegated powers since at the time of drafting this information note, the certification has not been completed.

DESCRIPTION

The property at Flat 26, Fraser House, 9 Market Street, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises 2nd Floor, Flatted Property, 2 bedrooms, kitchen/diner, and shower room. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – Planning not required
- One objection email from Aik Shieng Ting (Attached as Appendix B)

- One objection letter from Courtney Jack (Attached as Appendix C)
- One objection email from Graham Barclay (Attached as Appendix D)
- One objection email from Kimberley Buddle (Attached as Appendix E)
- One objection email from Nicholas Gordon (Attached as Appendix F)
- One objection email from Douglas Sim (Attached as Appendix G)
- One objection email from Lewis Carnie (Attached as Appendix H)
- One objection email from Sinjtija Spigule (Attached as Appendix I)
- One objection letter from Lewis McArthur (Attached as Appendix J)
- One representation email Olarewaju Emmanuel (Attached as Appendix K)

The objections were received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUND FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a)the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i)for the time being disqualified under section 7(6) of this Act, or

(ii)not a fit and proper person to be the holder of the licence;

(b)the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c)where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i)the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii)the nature and extent of the proposed activity;

(iii)the kind of persons likely to be in the premises, vehicle or vessel;

(iv)the possibility of undue public nuisance; or

(v)public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of Flat 26, Fraser House, 9 Market Street, Aberdeen.
- There is one Granted Short Term Let licence at 164 Market Street, Aberdeen.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.
- Information within the Deed of Conditions is not a ground for refusing a Short Term Let licence within the legislation. Licensing cannot be used to enforce other legal issues and that would have to be enforced via other means.

'A'



From: Jason Ting

Sent: Tuesday, October 10, 2023 10:30 AM

To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>

Subject: Objection to Short Term Lettings in Fraser House, Aberdeen - HSTL550969967

Dear Sir/Madam,

I am writing to express my strong objection to the ongoing short-term lettings within Fraser House, based on multiple incidents that have occurred over the past three years. These incidents, which are a direct or indirect result of short-term lets facilitated through platforms such as Airbnb and Booking.com, have had a significant negative impact on the quality of life for the residents in our building.

I would like to draw your attention to specific clauses in the "Deed of Conditions" that pertain to the use of our apartments:

5.1 - Each proprietor is required to use their unit predominantly as a private dwellinghouse and refrain from subdividing it.

5.8 - The units must not be used in a manner that harms the neighborhood's amenity or causes a nuisance to nearby proprietors, tenants, or others.

Unfortunately, these clauses have not been respected or adhered to by landlords who persistently operate short-term lets in Fraser House.

Over the last two years, residents have witnessed a proliferation of short-term lettings, leading to numerous disruptions and antisocial behaviours. Some notable instances include:

1. Defecation in Stairwell

At around 0300 of 17/12/2021, defecation was found on the second-floor stairwell. This was found after several instances of loud noises and activity on the floor due to "flat parties" during the Christmas period being held in the Flats that operated as short term lets.

The Factor (James Gibb) was unable to verify the offender, and therefore requested for a biohazard team to remove the remains. The cost of which was born by the flat owners of the building.

2. Frequent House/Flat Parties

During any day of the week, flats have been booked for the sole purpose of parties or afterparties of which residents have seen very loud music throughout the evening to the early hours of the day. Multiple complaints have been raised to Airbnb/Booking.com and even police complaints have been raised but to no avail.

These parties are commonly seen in the weekends, and increase in frequency closer to the holiday periods such as Christmas or Easter breaks.

As an example, my flat [REDACTED] is located directly below [REDACTED] which is frequently used for parties and on too many an occasion has disrupted my sleep.

Again, no consequences and no one can be held accountable for these inconveniences.

3. Sex Workers

In addition to the items above, the availability of short term lets in the building has led to the rise in sex workers utilising these flats for their activities. On multiple occasions residents within the building have identified individuals in a dressing gown and with makeup collecting different men from the entrance of the building and later escorting them out throughout the evenings.

Some female residents have also even been mistaken from for these sex workers which sets a dangerous precedent for the potential of residents to be assaulted physically or verbally. Even when leaving the flat in the evening to the Tesco Express or to collect a deliveroo driver, some of these men waiting will approach and ask "are you here for me tonight..." or any other vulgar advances. This is not the type of environment one would expect from a residential property, let

alone activities that should be so prevalent less than a 10 minute walk from the Aberdeen City Council in Marischal square.

These activities are also in direct conflict against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.>

Multiple residents in the building are families with children. Having children exposed to this form of activity is unacceptable.

This type of activity has gone unchecked for far too long, and is a direct impact from allowing short term lettings in the building. Allowing the application for these short-term let's will be allowing activities such as this to continue.

These activities not only violate our residential property's rules but also conflict with the policies set by platforms like Airbnb regarding illegal and prohibited activities.

Fraser House's strategic location in the heart of the city makes it an ideal place to live. However, the continuous operation of short-term lets disregards the fact that this is now a residential property and not a commercial one. Landlords who persist in this practice seem blinded by greed, ignoring the issues they cause for residents.

While it's true that similar incidents might occur with university students, the key difference lies in accountability. It is far easier to hold students accountable and impose appropriate actions and penalties, reducing the likelihood of such scenarios and greatly improving the quality of life for residents in the building.

Therefore, I strongly object to the application reference HSTL550969967 and urge you to take immediate action. The current situation is untenable, and it's time to restore the peace and dignity of Fraser House.

Sincerely,

Aik Shieng Ting Owner of [REDACTED]

Short Term Let - Objection Letter

Objection submitted by Courtney Jack Craig, [REDACTED]
Aberdeen, AB11 5PD

[REDACTED]

Flat 25 Fraser House, 9 Market Street, Aberdeen, AB115PD - AC76582P

Flat 26 Fraser House, 9 Market Street, Aberdeen, AB115PD - AC69967P

[REDACTED]

Reasoning for objection: The residents of the building have had to deal with many issues which have arisen from flats within the building being leased short term. Below is a non-exhaustive list of issues which have arisen recently:

- Secure residential building has seen a dramatic increase in vandalism and damage to communal areas which have incurred cost from our factoring company.

- Residential buildings security system and secure entry doors have been tampered with multiple times leaving the building open to intruders resulting in stolen mail packages and loitering.

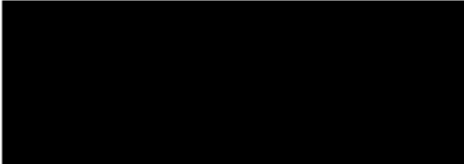
- Residents have been subject to harassment and increased feeling of lack of safety within their own domestic property.

- Short term letters have breached the fire exits multiple times resulting in SFRS attending the site and homeowners incurring factoring costs to reset and secure fire systems and doors.

Aberdeen City Council
Housing & Environment
DATE RECEIVED
10 OCT 2023

- Multiple agencies have been contacted in the past including the Police Scotland, Antisocial Behaviour Unit, Factoring Company James Gibb (formerly FG Burnett) with regards to residents concerns about human trafficking, illegal business activities, drug sales and sex work activities within the short term lets.

- It is believed to be a breach of factoring conditions and property deeds to sub-let / sub-lease properties within Fraser House.



Courtney Jack Craig

Homeowner of Flat 2



'D'

From: GRAHAM BARKSTAR

Sent: Tuesday, October 24, 2023 9:55 PM

To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>

Subject: Short Term Let Objections - 4 Properties - Fraser House, AB11 5PD

Apologies. I am now sending this a 3rd time, as the first time I forgot to add my address, and the second, I forgot to add the attachments. I hope this is now in order. Message below:

Good afternoon,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL55086891

2) AC62674P - Flat 8, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.>

- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

I can personally confirm I have witnessed what is highly likely sex work associated with a number of these properties, especially obvious around mid/late March 2023. This was recognised by many other residents within the building during this time. Men would hang around the main entrance door on the street and women would come down and let them in. On other occasions, random men were in the building trying to find out which flat they should be going to, and a resident was even asked on one occasion if "she was the girl he was looking for?". Considering

I'd seen the same women come down on multiple occasions over many days to let various men in at the main door, it is highly linked to these activities. Any activity such as this via "Short Term Lets" should not be accepted or normalised for this behaviour, especially due to the shared entrances/spaces & communal areas within the building. This happening at one point in front of my 15 year old daughter and the fact there are other children in this building make the use of properties for these activities even more unacceptable.

Other issues within the building have been groups/guests making large amounts of noise in stairwells/communal areas, banging on entrance doors to gain entry to the main building, arguments between guests, a drunk guest trying my door handle and banging on my door at 5:30am in the morning who mistakenly believed my flat was the Airbnb property he was staying in. Due to my flat being **Flat 9 of 9**, Market Street, many guests have come to my door in error or called my phone using the intercom to try gain access at various times through the day/night. This has led to me having my intercom number blocked on my phone and also my door number taken down to try and limit these inconveniences.

There has also been property abuse/damage that in a few cases are linked to guests/visitors and others that cannot be confirmed due to a lack of CCTV within the building and communal areas. Some of these issues have happened during noisy/problematic stays, which in turn can make the link to these events suspicious on occasion.

My flat is also over two floors and next to the communal stairwell, so when these activities have gone on within the stairwell/communal area, I can be made well aware based on the noise levels. Having gone out to investigate this activity on many occasions, a good many individuals/groups over the years have advised they are Airbnb, and many do apologise for the noise and behaviour. Others are not so welcoming, and this is always a concern with regard to health & personal safety, especially if alcohol is involved which has been witnessed on many occasions. Many of the residents have also witnessed random guests in the stairwell areas at 'check in times' wandering around aimlessly requesting if we can help with how they get in and what flat they should be going to. Many also ask if there is a reception, which we then have to make guests aware that this is a residential building and not a hotel.

Where there have been issues reported, and you investigate by walking throughout the building, it has often been found that the antisocial noise/behaviour can be linked to these flats. The flats are poorly insulated for noise, so I have personally heard loud partying from many of them, which is not acceptable when they are abused in this way by random guests. Guests can easily allow access for others during their stays also, so you are never fully aware of who is staying within the building or the people you may be approached from.

I have spoken with the hosts of some of the properties in person on occasion and have advised this is not personal, but unless there is a major shift in policies and security within the building, I cannot condone the use of "Short Term Lets" within the building. It is the sometimes problematic guests that visit that are causing these issues, which in turn have led me to approach the hosts directly where I can. But with issues still ongoing after all these years, something needs to be done.

I am well aware that not all issues within the building are related to "Short Term Let/Airbnb" activities, and on those occasions, I have dealt with residents/landlords to tackle those other issues directly. But, based on my own personal dealings and those of other residents, there have been plenty times this has certainly been the case, and more often than should be acceptable. The stress and anxiety that has been caused by certain parties, guests and the inappropriate usage of these properties during certain lets has caused a great deal of distress to myself and other residents on far too many occasions.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.



5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.

5.3 Each Proprietor shall be bound to uphold and maintain his Unit in a good state of repair and decoration and take all appropriate steps either by him or herself or in conjunction with the other Proprietors having an interest therein to prevent damage to the fabric thereof which may prejudice the stability thereof or create a nuisance to other Proprietors and in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service cables, pipes, wires or others. Any Proprietor shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect, including notification to adjoining Proprietors whose Units may be affected with a view to safeguarding their Units, be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom.

- 5.4 Each of the Proprietors shall be bound to keep the Units and the Common Property insured against loss or damage by fire and such other risks and for such value as is appropriate and in accordance with the insurance burdens more particularly detailed in the Main Deed of Conditions. This insurance will be arranged by the Managing Agents on behalf of the Proprietors. In the event of the said Units or the Common Property or any of them being destroyed or damaged by fire or other aforementioned risks, the Proprietors will *mutatis mutandis* comply fully with the provisions of Condition 4.3 of the Main Deed of Conditions. Each Proprietor shall be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. The Proprietors through the Managing Agents shall also effect insurance by a common policy in the name of the Managing Agents on behalf of the Proprietors against property owners liability arising from the ownership of the Common Property the indemnity for which will not be less than [TWO MILLION POUNDS (£2,000,000)] STERLING in respect of any one accident or such larger sum as is recommended by the Managing Agents. Each Proprietor will be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor.
- 5.5 No individual satellite television dish or equivalent apparatus shall be attached to the Units. ✓
- 5.6 No ball games are permitted on or within Fraser House. ✓
- 5.7 No poultry, ducks, pigeons, bees or other livestock shall be kept in, on or about Fraser House. The Proprietors shall each be entitled to keep one dog and one cat but that only provided that such pets shall not prove a nuisance to other Proprietors, that all dogs and cats are kept under control within Fraser House and that they are not, at any time, allowed to run unfettered within Fraser House or to foul any part of Fraser House. The Proprietors shall not be entitled to breed any animals including domestic pets, whether commercially or not. ✓
- 5.8 The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others. ✓
- 5.9 The Proprietors shall be responsible for ensuring that their respective Units are properly drained and for this purpose they shall maintain and keep free from blockage all pipes, drains, sewers and connections for the removal of foul and surface water to the common or public sewers serving their respective Units only and repair, renew and cleanse the said pipes and others as may be necessary from time to time [to the satisfaction of the local authority]; DECLARING that where any pipes, drains (or any part thereof) or connection serves only one of the Units the expense of repairing, renewing and cleansing the same shall be borne solely by the Proprietor of said Unit. ✓
- 5.10 The Proprietors will be bound to maintain the water supply pipes and connections leading to their respective Units from the water main all to the satisfaction of the local water authority and

'E'

From: Kimberley Buddle
Sent: Thursday, October 26, 2023 2:05 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Objection - Fraser house STL

Dear Sir/madam

I would like to object to the 4 flats in Fraser house from getting the short term lets licence. [REDACTED]

[REDACTED] flat 25 Fraser house & flat 26 Fraser house.

I am the owner of flat [REDACTED].

The reason for this objection is anti social behaviour which I know has been raised previously due to air B&B within the building itself, there has been loud music and noise,. All residence pay a factor fee towards the wear and tear and fair usage of communal areas and facilities.

There is a secure entry system but feel unsafe knowing keys are being given out to random people who can not be traced.

Kind Regards

Kimberley Buddle

'F'

From: Nick Gordon
Sent: Thursday, October 26, 2023 5:26 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Short Term Let Objections - Fraser House, AB11 5PD - 5 Properties

Hi there,

I wish to object to the following "Short Term Let" licence numbers as follows:

[REDACTED]

[REDACTED]

3) AC76582P - Flat 25, Fraser House, 9. Market Street, Aberdeen, AB11 5PD
Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9. Market Street, Aberdeen, AB11 5PD
Application Ref: HSTL550969967

[REDACTED]

The Deed of Conditions prohibits short term lets in the building, as well there being conditions that no activity going on within the building cause a nuisance to neighbours, which the short term lets consistently do, due to loud parties, as well as leaving the hallways in a mess and leaving fire doors open allowing anyone into the building. The deeds in question are listed below, and I have also attached copies.

5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

There is no CCTV in the building, and we as residents are unfortunately unable to get any installed due to shared factoring with the retail side of the building who have not agreed to the installation. This does not leave residents with peace of mind when we do not know who are coming and going in the building.

There is significant evidence that some of the properties are regularly used to rent to sex workers. Although fundamentally I have no issue with sex workers per se, it generally can be associated with other illicit activity such as drugs and violence. There are children

living in the building and I don't think that is appropriate. Also, AirBnB specifically disallow this activity in their terms and conditions, see below:

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.https://www.airbnb.co.uk/help/article/3345>

Incall commercial sex work: A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

Frequently my flat has had its door knocked on by drunk guests in the middle of the night, as well as during the day when people do not know what flat they are going to as the flats are so poorly managed. I've had people trying keys in my locks, as well as people turning the handle in the middle of the night. This is highly intimidating.

Communal doorways have been broken open when guests have lost their keys, as well as plasterboard broken. This is almost certainly related to the AirBnB residents, as everyone in this building is proud of the property.

I was personally witness to about 15 people, who were all in the one flat, harass a resident in the building as she was coming down the stairs and she was going up. This is unacceptable behaviour for people who have to live here and put up with the constant hassle and loud noises and parties.

Overall, the lack of proper management due to no property manager living within the building, the loud parties and lack of care from the managers about the permanent residence in the building is the primary reason for my complaints. The loud parties and nuisance to neighbours and illicit activities within the building are also significant factors.

All the best,

Signed:
Nicholas Gordon



- 5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.

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- 5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.
- 5.3 Each Proprietor shall be bound to uphold and maintain his Unit in a good state of repair and decoration and take all appropriate steps either by him or herself or in conjunction with the other Proprietors having an interest therein to prevent damage to the fabric thereof which may prejudice the stability thereof or create a nuisance to other Proprietors and in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service cables, pipes, wires or others. Any Proprietor shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect, including notification to adjoining Proprietors whose Units may be affected with a view to safeguarding their Units, be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom.

- 5.4 Each of the Proprietors shall be bound to keep the Units and the Common Property insured against loss or damage by fire and such other risks and for such value as is appropriate and in accordance with the insurance burdens more particularly detailed in the Main Deed of Conditions. This insurance will be arranged by the Managing Agents on behalf of the Proprietors. In the event of the said Units or the Common Property or any of them being destroyed or damaged by fire or other aforementioned risks, the Proprietors will *mutatis mutandis* comply fully with the provisions of Condition 4.3 of the Main Deed of Conditions. Each Proprietor shall be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. The Proprietors through the Managing Agents shall also effect insurance by a common policy in the name of the Managing Agents on behalf of the Proprietors against property owners liability arising from the ownership of the Common Property the indemnity for which will not be less than [TWO MILLION POUNDS (£2,000,000)] STERLING in respect of any one accident or such larger sum as is recommended by the Managing Agents. Each Proprietor will be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. ✓
- 5.5 No individual satellite television dish or equivalent apparatus shall be attached to the Units. ✓
- 5.6 No ball games are permitted on or within Fraser House. ✓
- 5.7 No poultry, ducks, pigeons, bees or other livestock shall be kept in, on or about Fraser House. The Proprietors shall each be entitled to keep one dog and one cat but that only provided that such pets shall not prove a nuisance to other Proprietors, that all dogs and cats are kept under control within Fraser House and that they are not, at any time, allowed to run unfettered within Fraser House or to foul any part of Fraser House. The Proprietors shall not be entitled to breed any animals including domestic pets, whether commercially or not. ✓
- 5.8 The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others. ✓
- 5.9 The Proprietors shall be responsible for ensuring that their respective Units are properly drained and for this purpose they shall maintain and keep free from blockage all pipes, drains, sewers and connections for the removal of foul and surface water to the common or public sewers serving their respective Units only and repair, renew and cleanse the said pipes and others as may be necessary from time to time [to the satisfaction of the local authority]; DECLARING that where any pipes, drains (or any part thereof) or connection serves only one of the Units the expense of repairing, renewing and cleansing the same shall be borne solely by the Proprietor of said Unit. ✓
- 5.10 The Proprietors will be bound to maintain the water supply pipes and connections leading to their respective Units from the water main all to the satisfaction of the local water authority and



From: douglas sim
Sent: Friday, October 27, 2023 6:26 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Short Term Let Objections - 4 Properties - Fraser House, AB11 5PD

Good afternoon,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL55086891

2) AC62674P - Flat 8, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services>.

- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

•
I have witnessed on a few occasions what is likely sex work going on in the building. Men waiting outside the door of the building and the same woman letting multiple different men in. This is an unacceptable use of short term let's made even worse when families with young children live in the building.

There have been many noise issues and damage to the property. This might not always be because of short term let's, but with the number of unfamiliar groups using the building, usually with alcohol involved, I have personally seen and had encounters with noisy and sometimes aggressive guests. Usually these visitors have no idea that this is a residential building and talk to you like hotel staff, asking how they get to a room or where reception is.

On a few occasions people have tried to enter my property rattling the door handle and trying to unlock the door. When confronted they have no idea where they're going and just say they've booked a flat for the night. This is of course very inappropriate and stressful.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

Douglas Sim



- 5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.

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- 5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.
- 5.3 Each Proprietor shall be bound to uphold and maintain his Unit in a good state of repair and decoration and take all appropriate steps either by him or herself or in conjunction with the other Proprietors having an interest therein to prevent damage to the fabric thereof which may prejudice the stability thereof or create a nuisance to other Proprietors and in particular, but without prejudice to the foregoing generality, by control of vermin and immediate treatment of any dry rot or other form of rot or infestation which may be detected and the repair of any damage to water or other service cables, pipes, wires or others. Any Proprietor shall, in the event of failure to take timeous and adequate measures to prevent and repair such damage or such defect, including notification to adjoining Proprietors whose Units may be affected with a view to safeguarding their Units, be liable for and bound to make good any damage, loss or injury occasioned thereby or resulting therefrom.

- 5.4 Each of the Proprietors shall be bound to keep the Units and the Common Property insured against loss or damage by fire and such other risks and for such value as is appropriate and in accordance with the insurance burdens more particularly detailed in the Main Deed of Conditions. This insurance will be arranged by the Managing Agents on behalf of the Proprietors. In the event of the said Units or the Common Property or any of them being destroyed or damaged by fire or other aforementioned risks, the Proprietors will *mutatis mutandis* comply fully with the provisions of Condition 4.3 of the Main Deed of Conditions. Each Proprietor shall be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. The Proprietors through the Managing Agents shall also effect insurance by a common policy in the name of the Managing Agents on behalf of the Proprietors against property owners liability arising from the ownership of the Common Property the indemnity for which will not be less than [TWO MILLION POUNDS (£2,000,000)] STERLING in respect of any one accident or such larger sum as is recommended by the Managing Agents. Each Proprietor will be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. ✓
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- 5.10 The Proprietors will be bound to maintain the water supply pipes and connections leading to their respective Units from the water main all to the satisfaction of the local water authority and



From: Lewis Carnie
Sent: Thursday, October 26, 2023 10:23 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Short Term Let Objections - Fraser House

Good evening,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550868911

2) AC62674P - Flat 8, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9, Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services.>

- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

I can personally confirm I have witnessed what is highly likely sex work associated with a number of these properties, especially obvious around mid/late March 2023. This was recognised by many other residents within the building during this time. Men would hang around the main entrance door on the street and women would come down and let them in. On other occasions, random men were in the building trying to find out which flat they should be going to, and a resident was even asked on one occasion if "she was the girl he was looking for?". Considering

I'd seen the same women come down on multiple occasions over many days to let various men in at the main door, it is highly linked to these activities. Any activity such as this via "Short Term Lets" should not be accepted or normalised for this behaviour, especially due to the shared entrances/spaces & communal areas within the building. The fact there are children in this building make the use of properties for these activities even more unacceptable.

Other issues within the building have been groups/guests making large amounts of noise in stairwells/communal areas, banging on entrance doors to gain entry to the main building, arguments between guests. There has also been property abuse/damage that in a few cases are linked to guests/visitors and others that cannot be confirmed due to a lack of CCTV within the building and communal areas. Some of these issues have happened during noisy/problematic stays, which in turn can make the link to these events suspicious on occasion.

Having gone out to investigate this activity on many occasions, a good many individuals/groups over the years have advised they are Airbnb, and many do apologise for the noise and behaviour. Others are not so welcoming, and this is always a concern with regard to health & personal safety, especially if alcohol is involved which has been witnessed on many occasions. Many of the residents have also witnessed random guests in the stairwell areas at 'check in times' wandering around aimlessly requesting if we can help with how they get in and what flat they should be going to. Many also ask if there is a reception, which we then have to make guests aware that this is a residential building and not a hotel.

Where there have been issues reported, and you investigate by walking throughout the building, it has often been found that the antisocial noise/behaviour can be linked to these flats. The flats are poorly insulated for noise, so I have personally heard loud partying from many of them, which is not acceptable when they are abused in this way by random guests. Guests can easily allow access for others during their stays also, so you are never fully aware of who is staying within the building or the people you may be approached from.

I have spoken with the hosts of some of the properties in person on occasion and have advised this is not personal, but unless there is a major shift in policies and security within the building, I cannot condone the use of "Short Term Lets" within the building. It is the sometimes problematic guests that visit that are causing these issues, which in turn have led me to approach the hosts directly where I can. But with issues still ongoing after all these years, something needs to be done.

I am well aware that not all issues within the building are related to "Short Term Let/Airbnb" activities, and on those occasions, I have dealt with residents/landlords to tackle those other issues directly. But, based on my own personal dealings and those of other residents, there have been plenty times this has certainly been the case, and more often than should be acceptable. The stress and anxiety that has been caused by certain parties, guests and the inappropriate usage of these properties during certain lets has caused a great deal of distress to myself and other residents on far too many occasions.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

Lewis Carnie

A large black rectangular redaction box covering the signature area.



From: Sintija Spigule
Sent: Friday, October 27, 2023 1:39 AM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: short term lets objection for number of applications within Fraser House, AB11 5PD

Good morning,

I wish to object to the following "Short Term Let" licence numbers as follows:

1) AC68911P - Flat 7, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL55086891

2) AC62674P - Flat 8, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550826674

3) AC76582P - Flat 25, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550976582

4) AC69967P - Flat 26, Fraser House, 9. Market Street, Aberdeen, AB11 5PD

Application Ref: HSTL550969967

The objection is based on a number of factors within the building and I also refer to the "Deed of Conditions" as attached and also listed here:

- 5.1

Each proprietor shall use and occupy his Unit predominantly as a private dwelling-house and not sub-divide it.

- 5.8

The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.

Based on many issues we have dealt with as owners/residents, the "Deed of Conditions", highlighted above under section 5.8 clearly do not align with the issues & further potential issues that can be created by "Short Term Letting" within this building. Based on this alone, I do not understand why "Short Term Lets" would qualify to be acceptable in a building such as this. There is no CCTV (I have requested this often) or concierge/policing of the building whatsoever in here. There have been parties and sex work linked to "Short Term Lets" also, which again is against the rules clearly stipulated by Airbnb on the following link under "Illegal & Prohibited Activities":

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- <https://www.airbnb.co.uk/help/article/3345>

- **Incall commercial sex work:** A stay, experience or its surrounding property should not be used for paid sexual services, such as erotic massages or prostitution.

I can personally confirm I have witnessed what is highly likely sex work associated with a number of these properties, especially obvious around mid/late March 2023. This was recognised by many other residents within the building during this time. Men would hang around the main entrance door on the street and women would come down and let them in. On other occasions, random men were in the building trying to find out which flat they should be going to, and a resident was even asked on one occasion if "she was the girl he was looking for?". Considering I'd seen the same women come down on multiple occasions over many days to let various men in at the main door, it is highly linked to these activities. Any activity such as this via "Short Term Lets" should not be accepted or normalised for this behaviour, especially due to the shared entrances/spaces & communal areas within the building. The fact there are children in this building make the use of properties for these activities even more unacceptable.

Other issues within the building have been groups/guests making large amounts of noise in stairwells/communal areas, banging on entrance doors to gain entry to the main building, arguments between guests. There has also been property abuse/damage that in a few cases are linked to guests/visitors and others that cannot be confirmed due to a lack of CCTV within the building and communal areas. Some of these issues have happened during noisy/problematic stays, which in turn can make the link to these events suspicious on occasion.

Having gone out to investigate this activity on many occasions, a good many individuals/groups over the years have advised they are Airbnb, and many do apologise for the noise and behaviour. Others are not so welcoming, and this is always a concern with regard to health & personal safety, especially if alcohol is involved which has been witnessed on many occasions. Many of the residents have also witnessed random guests in the stairwell areas at 'check in times' wandering around aimlessly requesting if we can help with how they get in and what flat they should be going to. Many also ask if there is a reception, which we then have to make guests aware that this is a residential building and not a hotel.

Where there have been issues reported, and you investigate by walking throughout the building, it has often been found that the antisocial noise/behaviour can be linked to these flats. The flats are poorly insulated for noise, so I have personally heard loud partying from many of them, which is not acceptable when they are abused in this way by random guests. Guests can easily allow access for others during their stays also, so you are never fully aware of who is staying within the building or the people you may be approached from.

I have spoken with the hosts of some of the properties in person on occasion and have advised this is not personal, but unless there is a major shift in policies and security within the building, I cannot condone the use of "Short Term Lets" within the building. It is the sometimes problematic guests that visit that are causing these issues, which in turn have led me to approach the hosts directly where I can. But with issues still ongoing after all these years, something needs to be done.

I am well aware that not all issues within the building are related to "Short Term Let/Airbnb" activities, and on those occasions, I have dealt with residents/landlords to tackle those other issues directly. But, based on my own personal dealings and those of other residents, there have been plenty times this has certainly been the case, and more often than should be acceptable. The stress and anxiety that has been caused by certain parties, guests and the inappropriate usage of these properties during certain lets has caused a great deal of distress to myself and other residents on far too many occasions.

I experienced antisocial behaviour on many occasions and being a single mom doesn't really help. I feel very unsafe with all these airbnb parties on Friday and Saturday nights. Makes me want to stay home as very often these parties are loud and people coming in and out the building with drinks, sometimes very aggressive. I hope you can understand the frustration.

The above reasons are why I have to object to the above licence requests. I hope this is in order and that my signature below makes this official. If not, please contact me as soon as possible so that I can amend any of this accordingly.

Signed:

Sintija Spigule

A large black rectangular redaction box covering the signature area.

- 5.1 Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.

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- 5.2 The Proprietors will be bound to adhere to a common colour scheme in respect of the exterior parts of the Units including without prejudice to the generality of the foregoing all woodwork, doors and door frames.
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- 5.4 Each of the Proprietors shall be bound to keep the Units and the Common Property insured against loss or damage by fire and such other risks and for such value as is appropriate and in accordance with the insurance burdens more particularly detailed in the Main Deed of Conditions. This insurance will be arranged by the Managing Agents on behalf of the Proprietors. In the event of the said Units or the Common Property or any of them being destroyed or damaged by fire or other aforementioned risks, the Proprietors will *mutatis mutandis* comply fully with the provisions of Condition 4.3 of the Main Deed of Conditions. Each Proprietor shall be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor. The Proprietors through the Managing Agents shall also effect insurance by a common policy in the name of the Managing Agents on behalf of the Proprietors against property owners liability arising from the ownership of the Common Property the indemnity for which will not be less than [TWO MILLION POUNDS (£2,000,000)] STERLING in respect of any one accident or such larger sum as is recommended by the Managing Agents. Each Proprietor will be liable for an equal share of the premium thereof in respect of each Unit owned by that Proprietor.
- 5.5 No individual satellite television dish or equivalent apparatus shall be attached to the Units. ✓
- 5.6 No ball games are permitted on or within Fraser House. ✓
- 5.7 No poultry, ducks, pigeons, bees or other livestock shall be kept in, on or about Fraser House. The Proprietors shall each be entitled to keep one dog and one cat but that only provided that such pets shall not prove a nuisance to other Proprietors, that all dogs and cats are kept under control within Fraser House and that they are not, at any time, allowed to run unfettered within Fraser House or to foul any part of Fraser House. The Proprietors shall not be entitled to breed any animals including domestic pets, whether commercially or not. ✓
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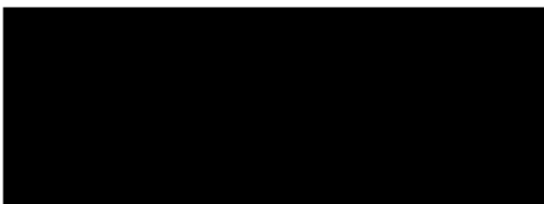
Lewis McArthur



27th October 2023

Aberdeen City Council
Marischal College
Aberdeen
AB10 1AB

Relevant Properties



Flat 25, Fraser House, 9 Market Street, Aberdeen, AB11 5PD
License Number: AC76582P
Application Reference: HSTL550976582

Flat 26, Fraser House, 9 Market Street, Aberdeen, AB11 5PD
License Number: AC69967P
Application Reference: HSTL550969967

To whom it may concern,

I am writing in relation to the above applications to formally object to the Application for a License for a Short Term Let. Below you will find the justification for my objections, but should you require further information on any of the points, please do not hesitate to contact me.

Damage to Exterior Property and Risk to Safety of Residents – Lockboxes and Emergency Doors

The short term lets used to have lockboxes outside the front door of the property which are no longer there, left in place is damage to the exterior where there are gaps between the granite slabs. The property manager, JAMES GIBB, sent communications (please see attached “01 – James Gibb Email”) via email dated 3rd August 2022 to all property owners advising that lockboxes were not permitted on the grounds of appearance and the significant security risk these present. The communication also highlights the issue of the rear emergency exit being used when it should not, clients of the short-term lets may be using this door as they would be unaware unless told of the security issue it raises when opened. As well as the door being a day to day security risk if opened, it also may impact the buildings insurance policy posing a financial risk to property owners.

Violation of Title Deed Conditions – Private Dwellinghouse

Please see attached “02 – Title Deeds” and refer to section 5.1, “Each Proprietor shall use and occupy his Unit predominantly as a private dwellinghouse and shall not sub-divide it.” Using the unit as a short-term let business is in direct contravention of this section, as due to the nature of the business the owner is incapable of using it predominantly as a private dwellinghouse.

Violation of Title Deed Conditions – Nuisance to Proprietors and Short Term Let Client Issues

Please see attachment "02 – Title Deeds" and refer to section 5.8, "*The Units shall not be occupied or used in any manner or form or for any purpose which may be an injury to the amenity of the neighbourhood or a nuisance to nearby Proprietors, tenants and others.*". Referring to "01 – James Gibb Email" again, there have been numerous parties in the short-term let properties in Fraser House, I often see little things like the aftermath of parties held such as bottles and mess left in communal areas as well as more serious issues such as a fire extinguisher being used to smash a window on a security door to gain access to the flats (Presumably due to a lost fob), please refer to the attached images for the damage.

Cost to proprietors

Any damages to the common areas impart a cost which is shared amongst all of the property owners via a quarterly factoring charge, there is no CCTV in the common areas of the building so any reports to the police is futile.

To conclude, the grounds for my objections are that the licence would result in a significant security risk to all residents of Fraser House, a significant nuisance to all residents of Fraser House and may also present a significant financial risk to all property owners within Fraser House.

I ask that the applications for these Short Term Lets be denied.

Should you require further information, or have any questions about the content of these objections, please do not hesitate to contact me.

Thank you for your considerations.

Yours Sincerely,

Lewis McArthur





From: Olanrewaju Emmanuel
Sent: Wednesday, February 21, 2024 8:04 AM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Re: Short Term Let Licence Application - Flat 26 Fraser House, 9 Market Street

Good morning Rachel,

RESPONSE TO THE OBJECTIONS RAISED BY THE RESIDENTS OF THE LISTED FLATS REGARDING FLATS ■,25 & 26

[REDACTED]

I hope this email finds you well. I am writing in response to the recent objections regarding our short-term rental properties in Fraser House. I understand that concerns have been raised, and I would like to address them in a respectful and open manner.

1. Noise and Disturbance:

I acknowledge that noise and disturbance can be a valid concern for residents. As One of the responsible property Managers,We have implemented strict guidelines for guests to adhere to, including quiet hours and respectful behaviour.Additionally,We have established a clear communication channel with guests to make sure that any misconduct or Any Anti Social behaviour or concerns,will be reported to the booking channels and the appropriate authorities which may result to their reservations being cancelled with no refund being issued so,as to ensure a peaceful living environment for all.

2. Security and Safety:

I understand that you may have concerns regarding the security and safety of the residents and neighbourhood due to short-term rentals.Rest assured,we have taken several measures to address these concerns. All guests are thoroughly screened by the

booking channels through different stages of verifications before their stay, and we have implemented strict security measures of entering and house rules to prevent unauthorized access into the building/properties. Furthermore, me being one of the property managers is mostly in close contact with the guests at all times during check ins.

Not for once has the security FOB been missing or KEYS to any of the flats, which means guests can easily gain access into the building without any hassle or help from anyone or residents.

Guests never had access to the building INTERCOM CODE to gain access into the building nor do we the property managers have access to the INTERCOM CODE to gain access. All entries are gained by the use of FOBS.

We have established a good working relationship to address any security issues promptly by being present making sure guests are well settled in. Also we continuously communicate with guests to make sure they are having a good stay and also quick reminders of the HOUSE RULES and the consequences that may followed.

All our properties on each listing channels have their rules and regulations specifically listed out for guests to follow and adhere to strictly, the consequences of breaking the house rules which may results in their reservations being cancelled with the help of the booking channels and guests being removal without the issued of any refunds.

Regarding "Short Term Lets" Airbnb community policy clearly states what are allowed, the things that are prohibited and things not allowed.

Guests go through appropriate scrutiny and verifications before their registrations or before their bookings are being confirmed.

Airbnb community policy can be found in the link below:

<https://www.airbnb.co.uk/help/article/3064#:~:text=Incall%20commercial%20sex%20work%3A%20A,or%20offer%20paid%20sexual%20services>

<https://www.airbnb.co.uk/help/article/3345>

3. Property Maintenance and damages.

We appreciate the importance of maintaining the appearance and upkeep of the building.. I assure you that we are committed to ensuring that the short-term rental properties are well-maintained and same goes with the building as a whole. Regular inspections and maintenance checks are conducted by our landlord to address any concerns promptly. Additionally, We encourage guests to respect the residents, neighborhood and its surroundings, and we provide clear guidelines on waste disposal and general cleanliness.

The previous damages done in Fraser House occurred as a result of the break in through the back fire exit door from Adelphi lane.

All residents thought the damages and destructions were done by Airbnb guests but that wasn't true. The fire extinguishers were all removed from the walls and emptied, the fire exit iron glass door broken, liters in the communal areas, damages to the walls and so on.

After a while of continuous destructions, messy environment and smoke residues of all kinds, disturbances, the residents in Flat 5 were fortunate enough to witness those who were responsible for such disturbances and destructions because they were always kept awake all nights due to that.

The police were called few times by one of the people in Flat 5 where some of those young teenagers were arrested on different late nights/early mornings.

The young teenagers who gained access through the rear fire exit door from Adelphi lane were the ones responsible for all the destruction regarding the building.

It was the responsibility of the factorial company to ensure that all the residents were aware of the discovery and the development afterwards.

I guess most of the residents were not aware of such development and updates regarding the people that were responsible for such acts.

The details of resident that made the calls through to the police can be provided as an evidence for verification.

JAMES GIBB must have been updated by the police before the fitting and fixing of the damages done in the building and the repairing/changing the rear fire exit door that leads to Adelphi Lane.

All the above could be kindly verified.

The objections issues raised about sex work, parties, human trafficking, illegal businesses activities, drug sales regarding our flats ■, 25 and 26 are very alarming and shocking as nothing of such ever happened in any of the flats as mentioned above.

I can categorically say that all that were complained of were false statements of allegations and far from the truth. It is so unfortunate that the complainants could go to the extreme all in the name of not wanting Short term rentals in the building. That's quite sad and heartbreaking in all honesty.

We never accommodated any sex workers nor do we intend to do such in the future.

To buttress all the accusations levied against the above flats ■, 25 & 26, the complainants have to provide adequate evidences as proof to support all the allegations.

On all the bookings channels and platforms there are 3 main strict rules that applies to all which we the hosts take very strict.

Parties of any kind are not allowed both in the flats or in the building.

No third party bookings are allowed except when companies booked on behalf of workers.

The number of occupancy limits must be strictly adhered to and also the number of guests specified during any bookings must be the exact number of guests expected during the stay.

No pets are allowed except with the permission of the host. (We don't allow pets.)

The closest flats to flat 25 & 26 are flat 21,22,23,24 sharing the same hallway.All these residents have never complained of any issues or any problems whatsoever.They are residents that we see all the times and we all have good cordial relationships.

Flat 25 and 26 are totally secluded and located on another section of the second floor far from any of the complainants flats on the second floor.The other complainants flats are located on the Third floor where we have got no flats.

Same applies to [REDACTED] which is located at another section of the first floor where only 2 flats are situated on the hallway.[REDACTED].These two properties are owned by the same landlord and far from other flats.

All the above could be investigated through a visit by an inspector to get the clearer pictures of the whole layout of the flats.

When it comes to numbers of occupancy,2 bedrooms flat is a maximum of 4 guests while 3 bedrooms flat is a maximum of 6 guests.

All these could be verified.

We have had many instances where only 2-3 guests booked a 3 bedrooms flat while 1 guest booked a 2 bedrooms flat and most of the times flat 25 and 26 are booked together for just 3-4 guests.The proof of such bookings can be found as attached.

Majority of the times,the flats have less occupancy numbers compared to the required occupancy limits.

When it comes to numbers of occupancy,it's a strict rules that the guests must follow.They are all aware of the consequences that may follow which is,instant cancellation with the help of the booking channels followed by removal of guests with no refund of any amounts.

From my experiences,no guests want to lose their money or be put out with no refund.That alone is enough for any guests to follow the house rules.

Most of our guests stay multiple days when compared to the very low rates of a day stay and also high percentage of night stays are booked by workers or companies on behalf of workers.Families,holiday makers.Only 4%-5% percentage of guests are for weekends away.

When it comes to communal areas,the guests only share Lifts when going into the building or going outside the building and only use the staircases whenever the lift is faulty and not working.That only happened on few occasions.The guests are either inside their flats or out of the building all day.

Majority of guests are out all days for work or those exploring the city.

We mostly have guests that are workers which includes Doctors,Surgeons,paediatricians,travel nurses...Engineers,Oil workers,Road workers,Builders,Construction Workers...Relatives visiting families,families of graduates from the universities,guests during offshore Europe,guests for competitions in Aberdeen like body builders,swimmers from Shetland,shoppers from outside Aberdeen,foreign researchers from universities.....and those meeting up with friends for events/occasions/concerts and so on.

Also Tourists from different countries like Norway,Canada,America,Europe and also within the uk as a whole.

Our guests are very responsible,respectful and always willing to be cooperative and adhered to the house rules and regulations.

Pls kindly find attached some of the booking confirmations,the type of guests involved and the numbers of occupancy.

More booking confirmations of previous guests and upcoming guests could be provided on request for more information and verifications.

Thank you for taking the time to read through the responses,we value your input and looking forward to finding a resolution that benefits all parties involved.

Sincerely,

Olarewaju Emmanuel.

Bukky Abdulazeez


FLAT 25


Past guest · 18–19 Mar 2023 · [REDACTED]

 Reservation

 Get help

7 Feb 2023

 To protect your payment, always communicate and pay through the Airbnb website or app.

 Booking confirmed · 2 guests, 18–19 Mar 2023

[REDACTED] 12:33 am

Hi there! My sister and I are coming to visit Scotland for the first time. Looking forward to staying in your apartment!

Bukky 12:45 am

Hi [REDACTED]

Thanks for your booking and looking forward to your stay!

It would be nice to have you both around and hopefully you enjoy your visit while in Aberdeen.

Kind regards,
Bukky

Past guest



Flat 25 · 2 Bedrooms Well Equipped Flat

26–27 Oct 2022 (1 night)

1 guest



About



☆ 5.0 rating from 115 reviews

✓ Identity verified

🏠 Joined Airbnb in 2015

🏠 Lives in  United Kingdom



Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Sat Mar 18 2023

Arrival time

16:00

Departure date

Sun Mar 19 2023

Departure time

11:00

Past guest

Flat 26 · Aberdeen Stay Central 2-Bedrooms
Apartment

20–21 Dec 2022 (1 night)

1 guest ·

About

☆ 5.0 rating from 11 reviews

✓ Identity verified

📅 Joined Airbnb in 2020

🏠 Lives in United Kingdom

👤 Also a host

Show profile

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our **booking** ref: [REDACTED]

Channel: [booking.com](#)

Arriving: 21st October 2023

Departing: 22nd October 2023

Nights: 1

Occupancy

Adults: 3

Children: 0

Infants: 0

Your guest

[REDACTED]

Booking information

Booked property: Aberdeen stay central 2-
bedrooms apartment

Property nickname: 26 FRASER HOUSE
APARTMENT

Our booking ref: [REDACTED]

Channel: [booking.com](https://www.booking.com)

Arriving: 21st October 2023

Departing: 22nd October 2023

Nights: 1

Occupancy

Adults: 3

Children: 0

Infants: 0

Your guest

[REDACTED]

Guest comments (if available)

Could we check in early or be able to collect
keys earlier than 2pm. We have lunch booked
for 2pm. [REDACTED]



LOVELY TWIN 2-FLATS CONDO IN ABERDEEN C...

Past guest · 5–13 Oct 2023



Reservation



Get help



check-in time is: 16:00 - 18:00



Booking confirmed · 4 guests, 5–13 Oct 2023

4:04 pm

This booking is for employees, contact information available on request.

Thanks,

Bukky 4:05 pm
Hi

Thank you for your booking and looking forward to their stay!

Yes pls contact information will be appreciated!

Kind regards,
Bukky

Trip change requested

[REDACTED] [REDACTED]
LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

17 Mar – 9 Oct (206 nights)

3 guests · [REDACTED]

This guest has requested changes to their trip. You can accept the changes or keep the current reservation.

[Show request](#)

About [REDACTED]

☆ [5.0 rating from 5 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2018

🏠 [REDACTED] United Kingdom

Past guest

[REDACTED] [REDACTED]

LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

10–11 Mar 2023 (1 night)

6 guests [REDACTED]

[REDACTED] **review:**

Second time staying here and will come back.

Bukky was super-helpful over all the arrangements...

Show review

About [REDACTED]

☆ 5.0 rating from 17 reviews

✓ Identity verified

🏠 Joined Airbnb in 2015





Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Mon Mar 13 2023

Arrival time

16:00

Departure date

Tue Mar 14 2023

Departure time

11:00

Past guest



FLAT 25 · CHARMING 2-BEDROOMS CITY
CENTRE APARTMENT

9–10 Mar 2023 (1 night)

1 guest · 

About

☆ 5.0 rating from 17 reviews

✓ Identity verified

📅 Joined Airbnb in 2015

🏠  United Kingdom

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our booking ref: [REDACTED]

Channel: [booking.com](#)

Arriving: 31st January 2024

Departing: 4th February 2024

Nights: 4

Occupancy

Adults: 2

Children: 1

Infants: 0

Your guest

Past guest

[REDACTED]

FLAT 25 · CHARMING 2-BEDROOMS CITY CENTRE APARTMENT

13-14 Jun 2023 (1 night)

2 guests [REDACTED]

About [REDACTED]

☆ 5.0 rating from 10 reviews

✓ Identity verified

📅 Joined Airbnb in 2015

🏠 [REDACTED] United Kingdom

You've got a new **booking!**

1 night at FLAT 25 FRASER HOUSE
APARTMENT from 31st December 2023 with a
total value of [REDACTED]

[View **booking** details](#)

Ref: [REDACTED]

Booked via [booking.com](#)

Say "hi" to welcome your guest, to confirm check-in details, or to answer any questions they may have.

[REDACTED]

[REDACTED]

Guests

3 adults

You've got a new **booking!**

2 nights at 26 FRASER HOUSE APARTMENT
from 30th July 2024 with a total value of [REDACTED]

[View booking details](#)

Ref: [REDACTED]

Booked via [expedia.com](#)

Say "hi" to welcome your guest, to confirm check-in details, or to answer any questions they may have.



Guests

1 adult, 3 children

Check-in

30th July 2024 [REDACTED]

You've got a new **booking!**

1 night at 26 FRASER HOUSE APARTMENT from
24th January 2024 with a total value of \$ [REDACTED]

[View booking details](#)

Ref: [REDACTED]

[Booked via booking.com](#)

Say "hi" to welcome your guest, to confirm check-in details, or to answer any questions they may have.



Guests

2 adults

Comments

"I am travelling for business and I may be using a business credit card. Approximate time of arrival: between 16:00 and 17:00"

Past guest



LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

19–20 Jun 2023 (1 night)

4 guests ·

review:

Good location. Parking nearby. Walkable to sights
and food. Bulky was very responsive and helpful

[Show review](#)

About

☆ [5.0 rating from 10 reviews](#)

✓ [Identity verified](#)

🏠 Joined Airbnb in 2018



Dear Bukky Abdulazeez,

We are pleased to let you know we've got a new **booking** for your property! Here's the details, which you can review in your **TravelNest Account**.

Booking information

Booked property: HEART OF ABERDEEN CITY CENTRE 3 BEDROOMS APARTMENT

Our **booking** ref: [REDACTED]

Channel: [vrbo.com](https://www.vrbo.com)

Arriving: 5th June 2022

Departing: 6th June 2022

Nights: 1

Occupancy

Adults: 6

Children: 0

Infants: 0



Guest comments if available:

We are on a family vacation and look forward to a night in Aberdeen.



[REDACTED]

Post-stay · Flat 26



Post-stay

Res ID: [REDACTED]



Tue, 29 Aug 2023 — Fri, 1 Sept 2023

2 adults



Expected payout for 3 nights



Flat 26

Prop ID: [REDACTED]



Booked through Vrbo on Mon, 28 Aug 2023

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new **booking!** Here are the details, which you can review in your **TravelNest Account**.

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our **booking** ref: [REDACTED]

Channel: [booking.com](https://www.booking.com)

Arriving: 3rd October 2023

Departing: 4th October 2023

Nights: 1

Occupancy

Adults: 1

Children: 0

Infants: 0

Your guest

[REDACTED]



Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Thu Mar 16 2023

Arrival time

16:00

Departure date

Fri Mar 17 2023

Departure time

11:00



LOVELY TWIN 2-FLATS CONDO IN ABERDEEN C...

Trip change requested - 17 Mar-9 Oct 2024 [REDACTED]

Reservation

Get help

[REDACTED] 2:00 pm

Hi Bukky

We are doing some work to one of the stores along union street, the project duration is 26 weeks.

Kind regards



Bukky 2:34 pm

Hi [REDACTED]

Thank you so much for your quick response. That sounds great and It would be nice to have you around for those duration periods while you carry out your project.

See you by then.

Kind regards,
Bukky

Past guest

LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

4-8 Sept 2023 (4 nights)

4 guests

About

☆ [5.0 rating from 3 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2019



[Show profile](#)

Past guest

Flat 25 · 2 Bedrooms Well Equipped Flat

9-10 Nov 2022 (1 night)

1 guest

review:

good for stay in city center 😊

[Show review](#)

About

☆ [5.0 rating from 8 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2016



Past guest

LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL
25-26 Mar 2023 (1 night)
5 guests

review:

Great host with great communication and was
flexible with check in timings....

[Show review](#)

About

☆ [4.0 rating from 2 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2019



Past guest

Flat 26 · Aberdeen Stay Central 2-Bedrooms
Apartment
19-21 Aug 2023 (2 nights)
2 guests

About

☆ [4.5 rating from 2 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2017

👤 Also a host



Past guest

[REDACTED]

FLAT 25 · CHARMING 2-BEDROOMS CITY
CENTRE APARTMENT
18–19 Mar 2023 (1 night)
2 guests · [REDACTED]

[REDACTED] review:

Great location in Aberdeen. Beware that this area can be REALLY noisy. Thankfully I had noise ...

[Show review](#)

About [REDACTED]

☆ [5.0 rating from 16 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2015

[REDACTED]

You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: Aberdeen stay central 2-bedrooms apartment

Property nickname: 26 FRASER HOUSE APARTMENT

Our booking ref: [REDACTED]

Channel: [booking.com](https://www.booking.com)

Arriving: 20th October 2023

Departing: 22nd October 2023

Nights: 2

Occupancy

Adults: 2

Children: 1

Infants: 0

Your guest

[REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new **booking!** Here are the details, which you can review in your **TravelNest Account**.

Booking information

Booked property: CHARMING 2-BEDROOMS CITY CENTRE APARTMENT

Property nickname: FLAT 25 FRASER HOUSE APARTMENT

Our **booking** ref: [REDACTED]

Channel: homeaway.co.uk

Arriving: 29th September 2023

Departing: 2nd October 2023

Nights: 3

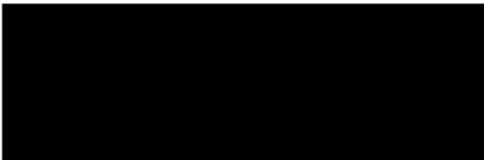
Occupancy

Adults: 3

Children: 0

Infants: 0

Your guest



Guest comments (if available)

We are coming Aberdeen with our daughter. My wife was born in Aberdeen, this is her first time back in many years. My second time in 42 years. And our daughter's first time so we are all looking forward to coming to



Guest booking

Reference: [REDACTED]

Property name

Heart Of Aberdeen City Centre 3 Bedroo

Arrival date

Fri Mar 10 2023

Arrival time

16:00

Departure date

Sat Mar 11 2023

Departure time

11:00

Past guest

[REDACTED] [REDACTED]
Flat 26 · Aberdeen Stay Central 2-Bedrooms
Apartment
17-21 Oct 2022 (4 nights)
1 guest · [REDACTED]

[REDACTED] review:

I recommend to stay at this apartment.. very easy
to anyway find any shop for food and anything..! ...

[Show review](#)

About [REDACTED]

☆ [5.0 rating from 40 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2021



You've got a new booking!

Ref: [REDACTED]

Dear Bukky Abdulazeez,

We are pleased to let you know you have a new booking! Here are the details, which you can review in your [TravelNest Account](#).

Booking information

Booked property: HEART OF ABERDEEN CITY CENTRE 3 BEDROOMS APARTMENT
Property nickname: Fraser house apartment

Our booking ref: [REDACTED]

Channel: [booking.com](https://www.booking.com)

Arriving: 27th December 2023

Departing: 28th December 2023

Nights: 1

Occupancy

Adults: 5

Children: 1

Infants: 0

Your guest

[REDACTED]

Reservations

[REDACTED]
Edinburgh, United Kingdom
10 Reviews

Past guest
10–11 Mar 2023
6 guests
LOVELY TWIN 2-FLATS CONDO IN ABERDEEN CENTRAL

Past guest
9–10 Mar 2023
1 guest
CHARMING 2-BEDROOMS CITY CENTRE APARTMENT

Past guest
27–28 Jan 2023
4 guests
LOVELY TWIN 2-FLATS CONDO IN ABERDEEN CENTRAL

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LICENSING COMMITTEE INFORMATION SHEET

19 March 2024

Public Application

TYPE OF APPLICATION: SHORT TERM LET LICENCE APPLICATION
EXISTING HOST-HOME LETTING

APPLICANT: HASSAN ELIBRACHY

PROPERTY MANAGER: IOAN ALEXANDRU GAVRILA

ADDRESS: 56 OCEAN APARTMENTS, 52-54 PARK ROAD, ABERDEEN

INFORMATION NOTE

- Application Submitted 30/09/2023
- Determination Date 29/09/2024

This Short Term Let licence application is on the agenda of the Licensing Committee for the reason that 3 representations/objections were submitted to the Private Sector Housing Team.

If, after consideration of the representations/objections, the Committee is minded to grant the Short Term Let licence, it may do so since at the time of drafting this report, the necessary upgrading works and certification have been completed.

DESCRIPTION

The property at 56 Ocean Apartments, 52-54 Park Road, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises of a top floor flatted property, 2 bedrooms, shower room, open plan kitchen lounge. The applicant wishes to accommodate a maximum of 4 guests, which is acceptable in terms of space and layout. The location of the premises is shown on the plan attached as Appendix A.

CONSULTEES

- Police Scotland
- Scottish Fire & Rescue Service
- Aberdeen City Council's Planning Team
- A public Notice of Short Term Let Application was displayed outside the building, alerting the public to the licence application.

REPRESENTATIONS/OBJECTIONS

- Police Scotland – no objections
- Scottish Fire & Rescue Service – no objections
- Aberdeen City Council's Planning Team – Planning not required
- One objection email from Jim Harper (Attached as Appendix B)
- One objection email from Joshua Fraser (Attached as Appendix C)

- One objection email from Amy Thain (Attached as Appendix D)
- Representation from Alexandru Gavrila (Attached as Appendix E)

The objections were received within the statutory time period therefore the Council must consider.

COMMITTEE GUIDELINES/POLICY

All applications for Short Term Let licences are dealt with in accordance with the Scottish Government's document:

[Short term lets - licensing scheme part 2: supplementary guidance for licensing authorities, letting agencies and platforms](#)

GROUNDS FOR REFUSAL

This application is being dealt with under the provisions of '[Civic Government \(Scotland\) Act 1982 \(Licensing of Short Term Lets\) Order 2022](#)' (the 2022 Order)

Available [grounds of refusal](#) are as follows:

A licensing authority shall refuse an application to grant or renew a licence if, in their opinion—

(a)the applicant or, where the applicant is not a natural person, any director of it or partner in it or any other person responsible for its management, is either—

(i)for the time being disqualified under section 7(6) of this Act, or

(ii)not a fit and proper person to be the holder of the licence;

(b)the activity to which it relates would be managed by or carried on for the benefit of a person, other than the applicant, who would be refused the grant or renewal of such a licence if he made the application himself;

(c)where the licence applied for relates to an activity consisting of or including the use of premises or a vehicle or vessel, those premises are not or, as the case may be, that vehicle or vessel is not suitable or convenient for the conduct of the activity having regard to—

(i)the location, character or condition of the premises or the character or condition of the vehicle or vessel;

(ii)the nature and extent of the proposed activity;

(iii)the kind of persons likely to be in the premises, vehicle or vessel;

(iv)the possibility of undue public nuisance; or

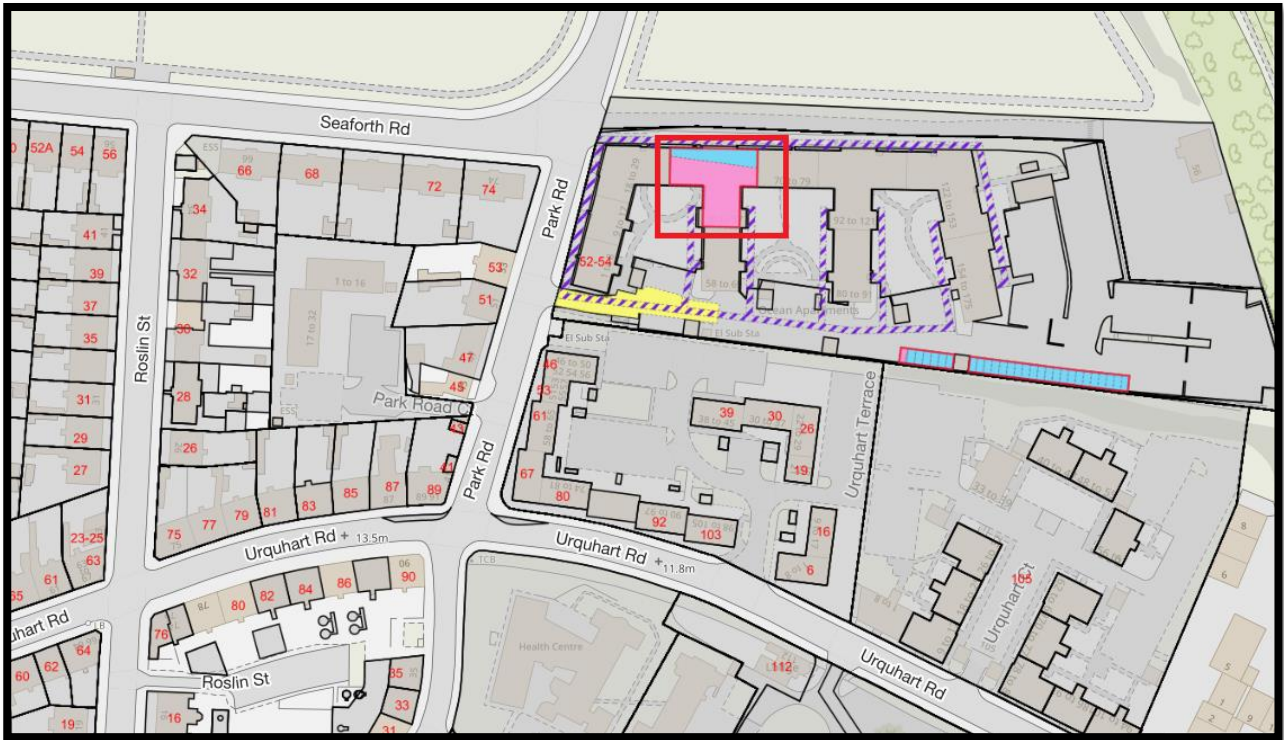
(v)public order or public safety; or

(d)there is other good reason for refusing the application;

OTHER CONSIDERATIONS

- Landlord Registration is not a requirement of Short Term Let licensing.
- The Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints in respect of 56 Ocean Apartments, 52-54 Park Road, Aberdeen,
- There are no granted Short term Let licenses at Ocean Apartments, 52-54 Park Road, Aberdeen.
- The property is currently unlicensed. However as the applicant was an existing operator before 01 October 2022, the property is currently operating as a Short Term Let until the Licence application is determined.
- Information within the Deed of Conditions is not a ground for refusing a Short Term Let licence within the legislation. Licensing cannot be used to enforce other legal issues and that would have to be enforced via other means.

'A'



From: Jim Harper
Sent: Sunday, November 12, 2023 9:12 AM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: FLAT 56 OCEAN APARTMENTS

Good morning,

I am the owner of flat [REDACTED] at 52 - 54 Park Road in Aberdeen. Myself and other residents in the block want to make Aberdeen City Council aware of the problems we have and are experiencing regularly regarding flat 56 Ocean Apartments. We hereby request any application for a Short Term Let Licence is denied.

Myself and others have contacted Airbnb but nothing has been done to rectify the situation. It is now at a stage where this is having a detrimental effect on residents health.

October 2022 the police were called, due to a group of various people smoking, vaping and drinking in the communal hall. They were trying to gain access to the Airbnb property.

November 2022 the host was once again advised of excessive noise from a party within the Airbnb. It appeared that many of the guests were underage and consuming alcohol. Transpires a female adult with a fake Airbnb account had booked the property for underage drinkers to party. On this occasion the Police were also called.

February 2023 - more loud noise after midnight. A couple had rented the property, got very drunk and had a domestic dispute. The host was contacted at 1am.

March 2023 - Parcels with Amazon deliveries for flats [REDACTED] were stolen by the Airbnb guests. Some items were eventually returned by the number 56 host but others were not recovered.

Many complaints have been made to Airbnb and the host regarding problems with excessive noise. This ranges from doors being slammed, music being played loudly and guests making noise in the communal halls. To date none of these have been addressed by Airbnb or the host.

On various occasions Airbnb guests have tried their keys in the door of the flat below. On two occasions Airbnb guests obtained access to the flat below. Barratt Homes had to change the locks.

Airbnb guests are parking in designated parking spaces for residents. When asked to move spaces some residents have been the subject of verbal abuse and threatened to have their tyres slashed.

We have kept a note of some of the events as listed below, we all hope as residents and home owners that Aberdeen City Council will reject the application and give us residents our lives back.

6th October 2022

8.47am – a group of various people trying to get into the building. Standing outside smoking, vaping and drinking little bottles of alcohol.

9.am - People then gain access to building and sit in the hall right outside of our door.

10.am – Police at the door asking questions about next door.

10.15am – Police speak to the people, and they leave.

15th October 2022

Us (8.18pm): We live next door at [REDACTED] to your air bnb - unfortunately there has been about 6 occasions now in which guests staying there have been causing an excessive amount of noise such as banging, loud music, shouting and singing. Obviously people are well within their right to do what they want when staying there and we appreciate a lot of people use air bnb's for a weekend away/an occasion so this would be partying, however with this noise sometimes being very late at night into early hours of the morning it gets to the

point where it's very disrespectful. We just wondered if you'd be able to make future guests aware that it is of course in a residential block which has people who work early weekends/night shifts etc (for us, having a puppy that then can't get to sleep and barks during the night due to the noise) and take that into consideration during their stay.

Alex No 56 Owner (8.50pm): Thank you very much for getting in touch with me regarding this. And please write to me anytime someone is partying and causing a nuisance to you.

We prohibit parties, however, there is no way of knowing which guests are going to be loud or not. I can assure you I will do my best to better inform the guests of the rules that we have regarding parties. Also, please let me know if there is a party going on tonight in the flat, as I will immediately contact the guests regarding that.

I really appreciate you being understanding of the situation.

Us (8.52pm): Thanks so much - really appreciate that.

There currently is tonight (probably the loudest yet) with stomping, singing, loud music & party blowers that we can hear from every room in our flat so if you could maybe make them aware how loud it is for others that would be greatly appreciated.

Alex (8.53pm): Okay called them.

They are leaving into town now - told them to keep the noise low

5th November 2022

Us (10.08pm): Hey, just wanted to message - the current guests in the air bnb are definitely having a party. Have been multiple people coming and going for the past few hours, lots of doors constantly banging & the music is extremely loud.

Alex (10.08pm): I will call them right away.

Thanks for letting me know.

Us (12.11am): Hi sorry to message again but it's still just as bad now but our flat feels like it's shaking from the amount of banging. We've seen a fair amount of them in the hallway & outside the front door from our balcony and they seem to even be under the age of 18 by the looks of it.

6th November 2022

Us (12.34pm): Hi there - just wanted to make you aware from last night. From the hours of 8pm-1.30am there was still the constant banging doors, people coming and going, making a noise outside the complex, shouting and playing loud music. From what we saw of the approximately 10 people, majority of them seemed under the age of 18 and we're guessing alcohol was involved. It got to the point where we had to call the police to report it as it was early hours of the morning and we still couldn't sleep. I totally understand this isn't your fault but this has been so many weekends now that it's getting to the point that we feel like it can't be resolved unless we report it to air bnb. I also understand that you can't control what people do when staying there but I do think you can to an extent and we can't continue to have a quiet weekend so horribly interrupted to the point of our flat doors shaking and disturbing our dog, we don't find it too fair.

Alex (12.41pm): I got in touch with Airbnb and I have followed their recommendations and protocols.

They have been informed asap.

We will try to do more to filter out the people that stay at that flat, to the point where we will not accept anyone that has little to no reviews, or seems to book the flat for partying.

I am confident that we will reduce this issue to a minimum in the future, and I can also assure you that we are taking this extremely seriously. We have already implemented a few measures against parties. It is extremely hard to know who is going to party, but we have learned from prior experience and I promise that we will sort it out.

I can send you a detailed list of how we changed our listing to stop the parties.

Us (12.44pm): That's okay Alexander, I trust you will be trying to sort this & it is appreciated!

Alex (12.47pm): Yes, I am confident that we will. I have reason to believe that the account used to book the flat yesterday was a fake account. They used the photo of an adult woman.

Us (12.48pm): There was an adult woman that was downstairs with them last night & the same woman also back hoovering the communal hall this morning from the mess they'd made, however she was never seen inside the building the whole night so we had believe she had booked it for them and left them the whole night.

4th February 2023

Us (12am): Once again, another very loud party next door keeping us up at this time.. the whole hall smells of cigarettes which I can only presume is coming from the flat as it never usually smells like that. The same as before - loud music, constant banging. I totally understand this isn't your fault but it's still continuing to happen too many times.

Alex (12.01am): I'm calling them right now. Thanks for letting me know.

Am I correct although that the methods of preventing parties have worked in the last couple of months? I believe that our last chat was in November? My apologies for the inconvenience. I am in touch with Airbnb support at the moment to get this sorted out.

Us (12.11am): Yeah, still been some loud music occasionally but it always stops at a reasonable time which is totally fine, we understand if people want to play some music and have some drinks before going out or anything but it's just when it gets this late that's the issue & the smell of the hall of course adds to the frustration.

Right now we can hear people clearly arguing which just makes it alarming as even the times you've messaged to say you're in cleaning the flat I never hear anything which makes this seem very excessive. No problem, appreciate it. As I said, totally understand it's not your fault but just don't want to have to phone the police or anything for something like this.

Us (1.18am): This has now gotten louder, and doors are being slammed extremely hard that our joint wall has now been shaking. If they don't stop, I will unfortunately phone the police.

Alex (1.27am): Please do not worry about it yourself.

I am taking care of it as we speak. Please try to get some rest.

Us (1.31am): Thanks Alex.

Alex (1.34am): They are a couple and got drunk.

Us (1.42am): That makes sense from the arguing we'd heard. Thanks for sorting Alex.

Sent from my iPhone

Regards, Jim Harper

'C'

From: J F
Sent: Tuesday, November 14, 2023 12:58 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Re: airbnb property

Hello,

Id like to object to the license for short term lets for Flat 56 Ocean Apartments.

I live directly below in flat [REDACTED] which I own. Since the flat started being run as an airbnb there has been constant issues. Partying, wreckless behaviour, thumping, banging and excessive music at nights.

The worst of all is on two occasions people have gained entry to my flat, so I had to get the locks changed, at my own expense. This is an extreme disturbance as I work shifts, although would be much worse if I hadnt been home.

I constantly get guests attempting to unlock my door, mistaking my flat for the airbnb. I've contacted the owner various times about this.

During the recent storm I had a severe ceiling water leak due to ingress from the above properties balcony. This was distressful trying to liaise with an urgent issue over airBNB chat (as my fire alarm was sounding due to water leaking through the fitting and lights).

My partner was planning to move in here but we've had to put our plans on hold as it doesnt feel as safe in here anymore, and constant issues.

My name and address as follows,
Joshua Fraser,

[REDACTED]

Signed,

[REDACTED]

'D'

From: Amy Thain
Sent: Monday, December 4, 2023 3:47 PM
To: ShortTermLets <ShortTermLets@aberdeencity.gov.uk>
Subject: Objection to Short Term Let Licence at 56 Ocean Apartments

To Whom it May Concern,

My name is Amy Thain and I live at [REDACTED].

I wish to object in the strongest possible terms to a licence being granted for a Short Term Let Licence at 56 Ocean Apartments for the reasons stated below. My partner's flat is situated directly below the apartment and we believe it has been operated as an AirBnB since around August 2022. The title deeds for the Development detail that businesses should not be run from the apartments. This is clearly being breached.

Security:

The apartment is located within a residential block and the security is compromised by the volume of guests who have access to the main entrance, the apartment itself and also to the bin room, where the keys are located. We are concerned that guests could copy the keys and return.

Guests have tried on numerous occasions to gain entry to my partner's flat, including in one instance when he came out of the bath to investigate a noise, only to be met by two men in his hallway thinking they were in the AirBnB above. My partner was lucky that the men were friendly and apologetic - they could have been anyone. My partner then arranged with the housebuilder (Barratt) to have the lock changed.

Guests also frequently buzz my partner's intercom, believing that this is the AirBnB. This has been caused by unclear instructions for gaining entry to the AirBnB and the fact that my partner's flat is number [REDACTED] and the apartment block address is 52-54 Park Road.

Noise & Disruption:

I appreciate that living in a flat you can expect general noise, however, in almost all instances when the AirBnB is occupied, we have to endure what can only be described as guests stomping around the flat, at all hours. This is especially annoying in the living room where the noise actually vibrates down through the walls and we can feel it when sitting on the sofa. It often sounds like furniture is being rearranged and items are being thrown around.

There has also been music playing so loud several times that we have had to go up and bang on the door, including late into the night and on one occasion, at 07:30 in the morning. I was met by an extremely drunk couple who struggled to even open the door. I did not feel comfortable going up, not knowing the reaction I would face but simply could not put up with the thumping dance music.

Impact on Health and Wellbeing:

My partner works 12-hour shifts and is in his final year of his University degree and I work remotely in the evenings and weekends. We struggle to concentrate when studying, working, reading or relaxing watching TV. We would appreciate being able to enjoy the time we do get to spend together in peace and not have the situation with the AirBnB causing continued detrimental effect on our mental health and general wellbeing.

My partner has lived in his flat for over four years and I regularly stay there and plan on moving in permanently upon selling my own property next year. We are extremely fed up with the noise and various other issues that living below the AirBnB has caused over the past year and half. This is the only negative aspect to living in this block which is otherwise quiet and the neighbours are friendly. A lot of guests do not seem to have any regard for those living in the block. I fully object to the property owner, who does not appear to live in Aberdeen, profiting at the expense of people who call Aberdeen their home.

Thank you in advance for taking the time to give my objection careful consideration.

Best Regards,

AMY MARY THAIN

General Letter

Circular Regarding Short Term Let License Application for Flat 56, Ocean Apartments, 52-54 Park Road, Aberdeen

To Whom It May Concern,

I am writing in response to the objections and concerns raised by neighbours regarding the operation of Flat 56 as a short-term let within Ocean Apartments. As the property manager, acting on behalf of the owner, Mr. Hassan Elibrachy, I wish to address each point comprehensively and outline our commitment to resolving these issues in a manner that promotes harmony and well-being for all residents of the complex.

1. Direct Communication and Engagement: Despite proactive efforts to engage with neighbours directly, including making my contact information publicly available and suggesting in-person meetings, there have been no attempts to reach out to me directly to discuss the concerns. I remain open and encourage any neighbour, including Mr. Joshua Fraser and others, to contact me at any time to address any issues constructively.

2. Unauthorized Actions and Property Maintenance Issues: We have experienced unauthorized actions, such as the mains of the apartment being turned off without our consent and attempts to enter our property under false pretenses. Additionally, it's important to clarify that structural issues, such as water ingress from the balcony, are pre-existing conditions related to construction defects, not the result of our Airbnb operations. These matters are being addressed with the building's management to ensure they are resolved promptly.

3. Address Confusion and Misdirected Access Attempts: The shared address of 52-54 Park Road has led to confusion, contributing to misdirected access attempts to Mr. Fraser's apartment (number [REDACTED]) and issues with parcel delivery. This confusion is a broader structural problem within the apartment complex, affecting residents and guests alike, and is not specific to our short-term let guests.

4. Security, Noise, and Respectful Coexistence: We have taken significant measures to ensure our guests are aware of the importance of respecting the property and maintaining peace, including detailed check-in instructions and direct communication regarding noise levels and behaviour. Our aim is to minimize disturbances and promote a respectful coexistence within Ocean Apartments.

5. Parking and Accessibility: The issue of parking, particularly for disabled guests, highlights a broader challenge within the complex. Each guest receives clear instructions on how to access the designated parking space (no56), ensuring that parking is managed effectively and fairly. Additionally, we are committed to implementing a policy where guests who park in the wrong spot will be subject to a fine. We recognize that parking is an ongoing issue for all residents in the complex, not just Airbnb guests, and we are eager to collaborate with the community to address parking behaviour and ensure accessibility for all residents. Instances of individuals parking in designated spaces meant for residents have been documented even prior to our involvement in short-term letting, and we are prepared to provide evidence to support this

claim. By working together, we can find solutions to alleviate parking challenges and enhance the overall living experience for everyone in the complex.

6. Minimum Stay Requirement: By implementing a minimum stay of at least 2 days, we aim to deter potential partygoers and transient guests who may cause disturbances. This policy promotes a more stable and respectful environment within the apartment complex.

7. Strict Prohibition of Parties: Our check-in instructions explicitly state our zero-tolerance policy towards parties. Guests are informed that any violation of this rule will result in immediate eviction and a significant fine. This clear communication serves as a deterrent to disruptive behaviour.

8. Investment in Noise Detection Technology: We are proactively investing in technology, such as noise detection devices, to promptly identify and address any disturbances caused by guests. This proactive approach demonstrates our commitment to maintaining a peaceful living environment for both residents and neighbours.

9. Openness to Recommendations: We value the input of both the city council and our fellow residents. We are eager to collaborate and implement any additional measures or recommendations suggested to further enhance the safety and tranquillity of the apartment complex.

10. Stolen Parcels: We take any reports of stolen parcels very seriously. Upon learning of the incident involving Amazon deliveries for flats ██████ in March 2023, we immediately took action to rectify the situation. We attempted to contact the residents of flat ████ to offer reimbursement or compensation for any lost or stolen items. Unfortunately, despite our efforts to reach out and resolve the matter, we have not received any response from flat ████. We remain committed to resolving this issue and ensuring the security of all residents' deliveries in the future.

12. Unauthorized Entry: In response to the neighbours' concern about unauthorized entry into their flat. We deeply regret any inconvenience caused by the unauthorized entry incidents experienced by our neighbour. We understand the seriousness of the situation and empathize with the distress it may have caused. Following these incidents, we have taken immediate action to enhance the security measures for our guests. We have provided clearer instructions to all guests regarding access to our flat, ensuring that such incidents do not happen in the future. We are committed to maintaining a safe and secure environment for all residents and will continue to prioritize the well-being of our neighbours.

Thank you for considering our response. We look forward to the possibility of resolving these concerns together and are eager to engage in constructive dialogue with all parties involved.

Yours faithfully,

Alex Gavrilă,

Property Manager on behalf of Mr. Hassan Elibrachy, Owner.

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