

**LICENSING COMMITTEE INFORMATION SHEET**  
**28 February 2024**

**Public Application**

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

**APPLICANT:** KIRK HARRISON

**PROPERTY MANAGER:** RJH ACCOMMODATION LIMITED

**ADDRESS:** 22 POLMUIR GARDENS, ABERDEEN

**INFORMATION NOTE**

- Application Submitted 14/09/2023
- Determination Date 13/09/2024

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 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 Polmuir Gardens, Aberdeen, is the subject of this new Short Term Let licence application and its accommodation comprises of a 1st Floor, Flatted Property, 3 bedrooms, open plan lounge/kitchen, bathroom, and bedroom en-suite. The applicant wishes to accommodate a maximum of 6 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 Permission Pending
- One objection letter from Richard Bryce (Attached as Appendix B)

- One objection letter from Stuart Hetherington (Attached as Appendix C)
- One objection letter from Douglas Finnie (Attached as Appendix D)
- Representation from RJH Accommodation (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

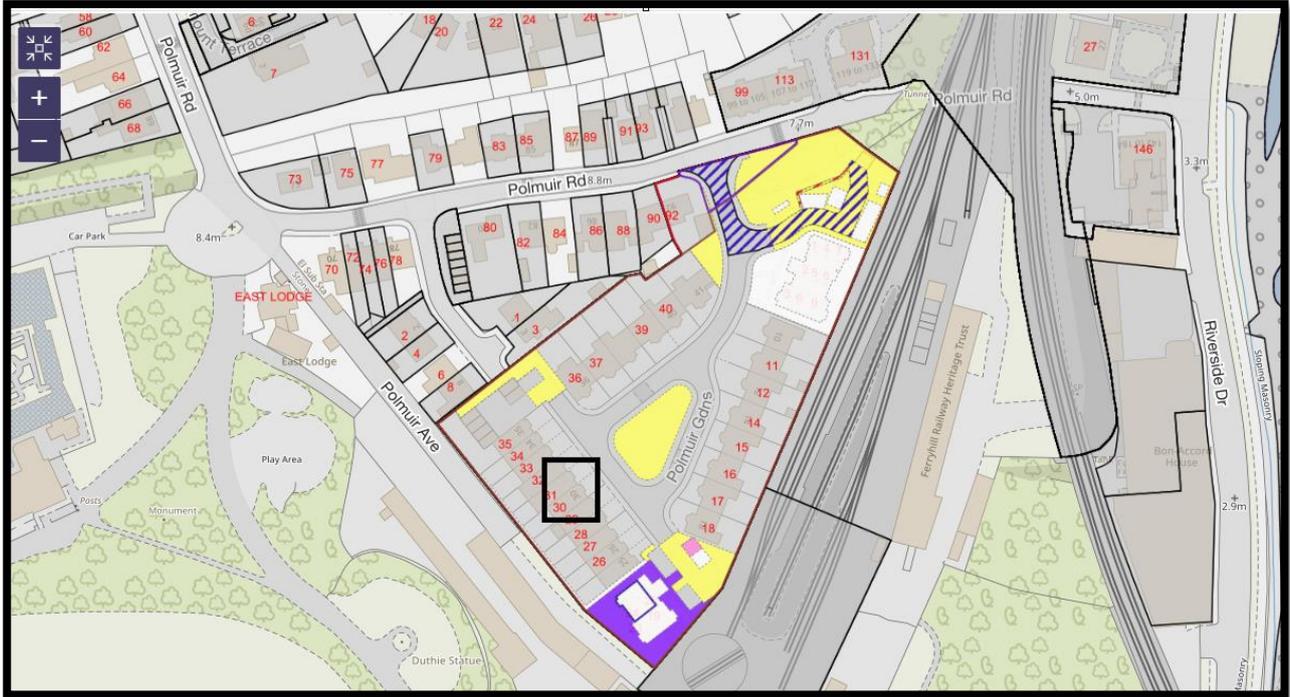
(v)public order or public safety; or

**(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 22 Polmuir Gardens, Aberdeen.
- There are no Granted Short Term Let licenses at Polmuir Gardens, Aberdeen.
- Planning Permission is pending for 22 Polmuir Gardens, Aberdeen.
- 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 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'**



Short Term Let Unit  
Early Intervention & Community Empowerment  
Business Hub 11  
Second Floor West  
Mariscal College  
Broad Street  
Aberdeen AB10 1AB

Dear Sir/ Madam,

Re: Short Term Let – 22 Polmuir Gardens

I wish to register my objection to the above Short Term Let Application. Having lived in the Polmuir Gardens Development for over 8 years, I have first hand knowledge and experience of the problems created by the short term lettings associated with this property.

Residents associated with this property have created an array of nuisance and disturbance incidents over recent years, including damage to communal areas and surrounding properties in the block, late night noise and disruption, litter and cigarette ends being discarded incorrectly, rubbish being dumped incorrectly and there are frequently commercial vehicles using the allocated parking spaces, in contravention of the Title Deeds of the development.

The development is popular with families and young children, having large commercial vehicles driving in and out of the development, frequently at inappropriately high speed, causes significantly increased risk of accidents, despite the addition of signage for drivers reminding them to use appropriate speed levels.

Regards

Richard Bryce



11th October 2023

Short Term Let Unit  
Early Intervention & Community Empowerment  
Business Hub 11  
Second Floor West  
Marischal College  
Broad Street  
Aberdeen  
AB10 1AB

Dear Sir/Madam

**Ref: 22 Polmuir Gardens Short-Term Let Licence Application**

I wish to formally object to Mr Kirk Harrison's application for a short term let licence at 22 Polmuir Gardens, Aberdeen, AB11 7WE.

I wish to bring to the council's attention several issues which have become a regular occurrence at block 19-24 Polmuir Gardens which are a result of short-term occupiers' reckless & inconsiderate behaviour.

**Private Dwelling or Residence**

Section 1.2 of the Polmuir Gardens title deeds state:

Each Dwellinghouse shall be used and occupied as a private dwellinghouse and shall not be subdivided or occupied by more than one family or group of individuals living together at a time; However, nothing herein contained will be deemed to be a prohibition upon the leasing of any Dwellinghouse, provided that the use of such Dwellinghouse by the occupiers thereof is as a private dwellinghouse or residence in accordance with the provisions of this Deed.

It is therefore my understanding that properties in the development are bound to whoever occupies the property must use it as their home rather than occupation from time to time. Under a short term let this wouldn't be the case and breaks the title deeds of the development.

**Overnight Parking of Commercial Vehicles**

Again, I would like to draw your attention to the Polmuir Gardens title deeds, this time section 1.7.

No power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked on any Plot or on any other part of the Development (save for the short term parking of tradesmen's vehicles or commercial vehicles in the ordinary course of their trade at any Plot) and provided always that any such private motor cars, motor cycles, cycles or vehicles shall not obstruct or prevent access to any part of the Development and that such

private motor cars and motor cycles shall be roadworthy, have a current MOT (if appropriate) and have a current road fund licence, if so required for such vehicle to be used on a public road.

The parking spot at number 22 Polmuir Gardens is routinely found to be occupied overnight by commercial vans on a near daily basis. Again, this is against the title deeds of the development. Furthermore, the development has had to shoulder the burden of repairs for light posts knocked down by long-wheel based commercial vehicles parking overnight at the blocked flatted community of 19-24 Polmuir Gardens on occasions. In addition, the parking of these long wheel-based vehicles also interferes with the parking provisions opposite belonging to houses 26 & 27 due to the protruding commercial vehicle into the common roadway. Campervans have also been seen during the summer months with individuals staying overnight associated with these rental flats. The parking provision available is simply not suitable for these large vehicles and causes difficulties for other residents using adjacent spaces. Furthermore, Polmuir Gardens is a residential area with a large number of children routinely playing in the common grassed areas of the development. Individuals driving large vans have in the past shown little consideration for the safety of children playing whilst in the Polmuir Garden development.

#### **Smoking, Drugs & Discard of Cigarette Butts**

I have observed on several occasions individuals associated with the offending overnight parked commercial vehicles at plot number 22, smoking outside the front door of the blocked flatted community of 19-24 Polmuir Gardens. Whilst smoking outside isn't illegal sometimes the substances being smoked are of the illegal drugs variety. In addition, the discarding of cigarette butts around the communal grassed areas once individuals have finished is also unacceptable and shows a total disregard and lack of respect for the residents of the block as well as the wider Polmuir Gardens community.

#### **Fly Tipping**

On occasion I have noticed and been made aware by other residents of occurrences of large items not disposed of correctly and left discarded outside the front door of the block of flats and outside the bin shed of the block of flats 19-24. The most recent occurrence being the failure to dispose of packaging for new furniture belonging to another flat which is also known to have short-term staying guests. Again, other residents are left to tidy up or report the issue with the development factor for removal which adds a cost to the development when the offending property hasn't taken appropriate care disposing rubbish.

#### **Fire Safety Concerns**

In the early hours of 6<sup>th</sup> April 2022 several residents were woken to find 3 fire engines in attendance at a fire in one of the rental properties in block 19-24. I'm told that there were found to be 8 individuals staying overnight at the property when the fire broke out.

In addition, as a member of the resident's association I was made aware of road traffic cones and signs had been found within the block 19-24 just recently and found to be obstructing access and egress from the building main door. This hi-jinx spirit from occasional renters is clearly dangerous to all occupiers should a fire to happen again.

Furthermore, the offending items have been then left behind by the individuals and the burden of disposing the offending items again left with the development to pick up the costs.

With a short-term let there is no way of vetting, verifying & enforcing the number of guests staying, the conduct and behaviour of guests staying overnight nor the adherence to appropriate fire safety rules for the benefit of all persons who live in the block not just those who stay at property number 22.

Given the reasons outlined I wish to strongly object to any consent for a short-term licence within the Polmuir Gardens development. The development is a residential area with many families looking for a safe and pleasant area to live. With the current issues the development faces from the small number of rental flats at block of flats 19-24 already I do not see how that situation would be improved with the adoption of short term lets. With a short-term let there is simply no way of vetting, verifying & enforcing the conduct and behaviour of guests staying overnight and ensuring no disturbance to any other proprietors of the development.

Long-term tenants are the only option in this case with suitable means to curb & control antisocial behaviour whenever it occurs. Furthermore, there are several hotels & B&Bs nearby better equipped with onsite staff to cater for any short-term accommodation needs in the area.

Kind regards



Stuart Hetherington

'D'

Housing & Environment
DATE RECEIVED 16 OCT 2023
Private Sector Housing Unit



11 05/10/23

Short Term Let Unit,  
Early Intervention & Community Empowerment,  
Business Hub 11,  
Second Floor West,  
Marischal College,  
Broad Street,  
Aberdeen,  
AB10 1AB

Dear Sir/ Madam,

**Re.: 22 Polmuir Gardens Short Term Let Licence Application**

I am writing to formally object to the Short Term Let Licence application made on 15/09/23 by Mr Kirk Harrison in relation to the property 22 Polmuir Gardens, Aberdeen, AB11 7WE.

The reasons for my objections are due to anti-social behaviour and conduct that is in contravention of the Polmuir Gardens Title Deeds that each owner signed up to when they purchased their property.

**Title Deed Contravention**

Part 1A, "Restrictions of Use" of the Polmuir Gardens Title Deed states:

1.2 Each Dwellinghouse shall be used and occupied as a private dwellinghouse and shall not be sub-divided or occupied by more than one family or group of individuals living together at a time; However, nothing herein contained will be deemed to be a prohibition upon the leasing of any Dwellinghouse, provided that the use of such Dwellinghouse by the occupiers thereof is as a private dwellinghouse or residence in accordance with the provisions of this Deed.

Where;

"Dwellinghouse" means a dwellinghouse (whether detached, semi-detached, terraced, a Flat or otherwise) and ancillary buildings (including any garage, carport or outhouse) erected or to be erected within the Development and conveyed by Disposition to a Proprietor.

Fundamentally, allowing a short term let license for this property contravenes this restriction of use as the property is effectively a "hospitality business" with potentially a very high turnover of customers and not being used as a private dwellinghouse as stipulated in the Polmuir Gardens Development Title Deed.

### **Anti-Social Behaviour**

Part 1A, "Restrictions of Use" of the Polmuir Gardens Title Deed states:

1.5 Nothing shall be done on any Plot which may be deemed a nuisance or occasion disturbance to any other Proprietor.

As a member of the Residents Association Committee, I am aware that there has been a history of nuisance noise issues and disturbance in the block 19-24 Polmuir Gardens which has caused distress to other Owners. These issues are reported as emanating from the shorter-term occupants in the block. Additionally, on the 8<sup>th</sup> September 2023 it was reported that two traffic cones were found on the inside of the front door of block 19-24 Polmuir Gardens following a Friday night. Not only was this an act of theft but it is now left to the Development to sort it out and any costs that may be incurred.

I, myself, was woken up at 3am on 6<sup>th</sup> April 2022 by the sound and lights from three fire engines and an ambulance who were called to one of the rental properties in this block due to the incidence of a fire. This was obviously very alarming and disturbing and could have been very dangerous not only to the occupants of the originating property but also to the residents of the rest of the block.

Other Owners have recently reported large items of rubbish left irresponsibly and the smoking of illegal drugs in the block 19-24 Polmuir Gardens also understood to have been perpetrated by short term inhabitants. The latter is particularly disturbing as it was discovered by the smell at an Owner's house some distance away. The Polmuir Gardens Development has many families with children living in it and therefore such obvious and open use of illegal drugs is not desirable or acceptable.

By nature, it is inevitable that some short term let occupants will not demonstrate respectful and responsible behaviours to neighbours, property, and neighbouring properties during their stay. It is therefore not practical that section 1.5 will be met effectively to the satisfaction of all the other residents of the Development with consideration of a higher turnover of people coming and going from properties in the block.

### **Parking of Commercial Vehicles**

Part 1A, "Restrictions of Use" of the Polmuir Gardens Title Deed states:

1.7 No power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked on any Plot or on any other part of the Development (save for the short term parking of tradesmen's vehicles or commercial vehicles in the ordinary course of their trade at any Plot) and provided always that any such private motor cars, motor cycles, cycles or vehicles shall not obstruct or prevent access to any part of

the Development and that such private motor cars and motor cycles shall be roadworthy, have a current MOT (if appropriate) and have a current road fund licence, if so required for such vehicle to be used on a public road.

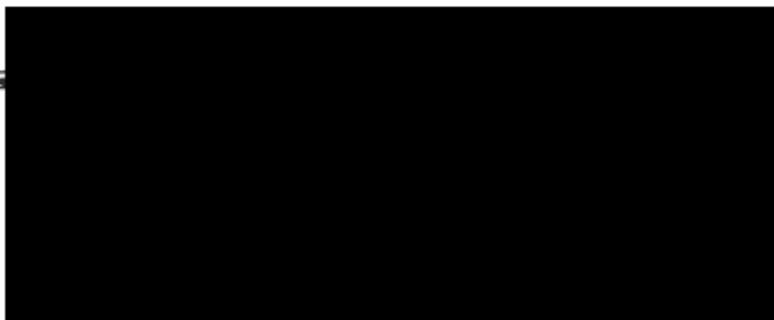
There is already a significant problem with several commercial vehicles being routinely parked at the parking area designated for the block 19-24 Polmuir Gardens by occupants of the shorter term let properties within that block. This not only contravenes the Title Deed but there have also been repeated instances of damage to the light bollards at that parking area. This damage must be rectified and paid for by the other residents of the block which is simply not fair. The parking spaces and surrounding area are intended for cars and motorcycles and not large commercial vans which cannot manoeuvre safely within the area without frequent damage occurring. Increasing the potential frequency to even shorter term lets will only exacerbate this problem.

Based on the content stated above, my husband and I wish to vehemently object to the licence for a Short Term let at 22 Polmuir Gardens being granted as we see that it will be detrimental to the Polmuir Gardens Development and other residents. The Development already faces challenges from the existing shorter-term property lets in block 19-24 Polmuir Gardens and feel that allowing this licence would intensify those problems.

As a largely family orientated, and occupied, housing Development it is more appropriate for longer term residential lets to be allowed as for short term lets there is no control of who may stay and how they act when they do stay. It is the ordinary residents of the Development who suffer when anti-social behaviour incidents occur without recourse.

Yours faithfully,

DOUGLAS FINNIE



## Responses to objections to short term let application for 22 Polmuir Gardens, Aberdeen

It is noted 4 objections have been lodged and out of these only one objector stays in the block of flats where number 22 is situated. It is submitted the use of 22 Polmuir Gardens, Aberdeen for short term lets does not affect the people who do not live in the block in any material way.

It is noted there is only one objector who lives in the same block, and he appears to have copied the objection submitted by the owners of 37 Polmuir Gardens and with a pen changed the house number, the date, then scored out the names at the bottom and added his own name instead.

Many of the points raised by the objectors have been dealt with in the general responses to the applications but we wish to respond individually to some of the points raised:

It should be said the objectors appear to be blaming any generally anti-social behaviour that has ever taken place within the whole development on the residents of number 22. This clearly is not the case. The owner of number 22 gets updates from the residents association that are always concerned about youths hanging around the development - see attach a letter from the factors. This letter was addressed to the whole development, and applicable to all owners and tenants. What these objectors have done is take general issues that are occurring across the whole development and attributed it to number 22 and any guests that have stayed there when there is absolutely no suggestion that guests from number 22 are to blame.

An example of a matter being attributed to number 22 by an objector, when clearly it wasn't anything to do with the guest staying there at the time, is found in the objection letter by the resident of number 37. They state on page 2 under the heading "Anti-Social Behaviour," "Additionally, on the 8<sup>th</sup> September 2023 it was reported that two traffic cones were found on the inside of the front door of block 19-24 Polmuir Gardens following a Friday night." A copy of the booking for Friday 8<sup>th</sup> September 23 and Saturday 9<sup>th</sup> September 23 is attached. The guest during this period was a family of 4, with one an infant, and a pet – not the sort of people likely to be going out at night, getting drunk and bringing traffic cones back.

Regarding smoking we make it clear to all our guests that smoking is not permitted and any problem with cigarette ends cannot be solely attributed to number 22. In this regard AM-PM Leasing have reported to the residents association on a number of occasions cannabis smoking taking place from other residents within the block.

Three of the objectors seem to make a big deal of an incident that occurred around 3.00am on the morning of 6<sup>th</sup> April 2022 as if this incident was somehow attributable to the property being used for short term lets. However, this was nothing more than the result of a faulty boiler which caught fire and absolutely nothing to do with the property being used for short term lets.

The guest staying at the time was a [REDACTED]. He was booked in for almost a month. On discovering the fault, he acted responsibly and telephoned the fire brigade immediately. He also emailed our office to report the incident – a copy of his email dated 6<sup>th</sup> April 2022 and sent at 3.45am is attached. The next day a contractor investigated, and a new boiler was ordered and fitted as soon as possible – a copy of the invoice for the replacement boiler is attached.

We don't have any record of these complaints/concerns from other homeowners, but we have always had a policy where we are more than happy to engage with our neighbours and allay any concerns that they may have.

It should be said 22 Polmuir Gardens, Aberdeen has been operating as a short term let for over 10 years.

Enclosures referred to:

1. Letter from factors
2. Booking for 8<sup>th</sup> and 9<sup>th</sup> September 2023
3. Email from Ben Lawson date 6<sup>th</sup> April 2022
4. Invoice for replacement boiler

Mr Kirk Harrison  
[REDACTED]

17 October 2023

Your Account Number: [REDACTED]

Dear Mr Harrison

**22 POLMUIR GARDENS, ABERDEEN**

Following the AGM held 4<sup>th</sup> October 2023, James Gibb are writing to owners to follow up on the following issues raised.

**Dog Fouling**

There has been reports of dog fouling on the development. James Gibb cannot police the Deed of Condition, however we would like to bring the below Burden Sections to your attention

**2.8 No dog is permitted on the Greenbelt Ground unless it is**  
**(a) kept on a lead; and**  
**(b) accompanied by a responsible person. No dog must be allowed to foul any part of the Greenbelt Ground.**

It is an offence under the Dog Fouling (Scotland) Act for a person in charge of a dog to fail to remove and dispose of appropriately any excrement after the animal has fouled. The Act applies to all public places including common passages, back greens, stairs, and other similar areas.

Owners can report repeat offenders directly to Aberdeen City Council who will send one of their dog wardens' team to contact the owner. <https://www.aberdeencity.gov.uk/services/environment/dog-wardens/dog-fouling>

You may receive a Fixed Penalty Notice of £80 if you fail to clear up excrement after a dog under your control has fouled. The charge will rise to £100 if not paid within 28 days.

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✉ [aberdeen@jamesgibb.co.uk](mailto:aberdeen@jamesgibb.co.uk)



### **Parking**

It was reported that there are vans parking regularly on the development. We would like to remind owners of the following burden contained within the title deed.

1.7 No power boats, marine craft, caravans, commercial vehicles or vehicles other than private motor cars, motor cycles or cycles shall be parked on any Plot or on any other part of the Development (save for the short term parking of tradesmen's vehicles or commercial vehicles in the ordinary course of their trade at any Plot) and provided always that any such private motor cars, motor cycles, cycles or vehicles shall not obstruct or prevent access to any part of the Development and that such private motor cars and motor cycles shall be roadworthy, have a current MOT (if appropriate) and have a current road fund licence, if so required for such vehicle to be used on a public road.

There have been a number of instances where the bollard lighting has been knocked over by large parking vehicles onsite. It is homeowner's responsibility to park within their allocated space and to report any damages caused to the development.

Visitor spaces are allocated throughout the development and these, as named, are specifically for visitors out with the development. Should homeowners/renters be parking within these allocated visitors' bays, it then leaves visitors no opportunity to utilise these spaces and therefore proceed to park elsewhere on the development.

### **Anti-Social Behaviour**

There were several anti-social behaviour issues raised at the AGM.

**Noise** - We wish to remind all owners/tenants to be respectful of their neighbours particularly with regards to noise levels. Those who live in the blocks should also be mindful that the communal areas are shared and excess noise is causing a nuisance to fellow occupiers. The extract from the deed on this states the following:

1.5 Nothing shall be done on any Plot which may be deemed a nuisance or occasion disturbance to any other Proprietor.



**Smoking** - It was also reported that there is a significant smell of cannabis on the development.

We would remind owner/occupiers that reside in the blocks that the communal hall, hallways and stairwells are no smoking zones, and we would be obliged therefore if these remained smoke free areas. Smoking substances outside the blocks is also prohibited. The smoke from such behaviours is travelling to other properties on the development.

In the circumstances we should be obliged by those responsible to refrain from their current practice, not only in respect of safety but out of consideration for your neighbours.

Owners who wish to report these anti-social behaviours can report this to Community Safety Team teams at Aberdeen City Council - you can call the Community Safety team on 0800 05 10 434 during the following hours: Monday – Thursday, 9am – 10pm. Friday – Sunday, 9am.

**Fly Tipping** – There have been several occasions when large items are being left in the communal bin areas of the blocks and on occasion items left in communal hallways and in the communal gardens. We wish to remind occupiers that the bin stores should only be used for the disposal of general waste and recycling in the bins provided. Any additional items must be disposed of by owners directly at waste disposal centres. Any items left in the bin stores will be removed by James Gibb and charges will be applied to all owners of the blocks unless the property can be identified and the charge will be applied solely to the property.

**We would be obliged if any non-resident owners would pass this letter on to their tenant/letting agent.**

**For those owners who lease on short term leases we ask you to ensure that communal etiquette is communicated to your renters as part of your booking process to ensure harmonious living for all on the development.**

We trust you find the above in order and thank you for your co-operation in these matters.

Yours sincerely

  
Development Manager



This is a Airbnb booking. As such, the Airbnb version of the booking is the master copy. It can still be edited here but this will not have any effect on the original. The "Airbnb" button below will show the booking details as confirmed via Airbnb to the customer.

- Manage
- FabPay
- Summary
- Registration
- airbnb

Names in red are not assigned. Click customer name or 'Assign' to assign them.

### Unit Summary [Add A Unit](#)

Unit Description	Assigned	Occupancy	Arrival Date	Nights	Names	Unit Cost	
Orange Apartments Polmuir Garden Self Catering	Assign	2 Adults 1 Child 1 Infant	Fri 8 Sep 23	2 nt	[Redacted]		<a href="#">Modify</a> <a href="#">Cancel</a>

**Extras**  
None Selected [Modify](#)

**One-off Extras** [Modify](#)

Name	Description	Per-item Cost	Total Cost	VAT Rate
Pet	1 Pet	[Redacted]		default

**Booked By** [Modify](#)

Name: [Redacted]  
Phone: [Redacted]  
Email: [Redacted]

**All Guest Names** **Assigned** [Modify](#)

Orange Apartments Polmuir Garden: David Clark -

**Additional Information** [Modify](#)

Requests: None  
Cleaning Notes: None  
Check In Time: Unknown  
Check Out Time: Unknown  
Booking Data: Birth Date: 3rd Sep 2023 10:27:54 Source: Airbnb Reference: [Redacted]

**Language** [Modify](#)

Booking Language: English

### Duncan

**From:** Kelly Harrison  
**Sent:** 24 January 2024 15:00  
**To:** Duncan  
**Subject:** Fw: 22 Polmuir Gardens

**From:** [Redacted]  
**Sent:** 06 April 2022 03:45  
**To:** Kelly Harrison [Redacted]  
**Subject:** Re: 22 Polmuir Gardens

Hi Kelly, we've had to have the fire brigade out at 3am this morning as something had set on fire on the boiler. The fire brigade have cleared us to come back in and isolated the boiler ready for an engineer to have a look at it. If you give me a call tomorrow, I will have a chat with you. [Redacted]



# PlumbNation

INVOICE NO: [REDACTED] DATE: 15/04/2022

<b>CUSTOMER DETAILS:</b> Kirk Harrison [REDACTED]	<b>DELIVERY DETAILS:</b> Kirk Harrison [REDACTED]
---	---

Product	Quantity	Price	Subtotal
PlumbNation Express			
Heatrae Sadia Electromax 9kW Electric Flow Boiler 95022236	1	[REDACTED]	[REDACTED]
Choose Your Delivery Date <b>Due for delivery: 19/04/2022</b>			[REDACTED]
		<b>Product Total:</b>	[REDACTED]
<b>Shipping</b>			
United Kingdom		<b>Shipping Total:</b>	[REDACTED]
<b>Order Total</b>			
		<b>VAT @ 20%:</b>	[REDACTED]
		<b>Grand Total:</b>	[REDACTED]

PlumbNation Limited, Unit 5 Woodway Court, Thursby Road, Bromborough, Wirral, CH62 3PR  
Tel: 0333 202 5988  
www.plumbnation.co.uk info@plumbnation.co.uk

Registered in England & Wales, Company Reg No 6216887, Vat No 331 0384 44

## General response to objections to Short Term Let Applications

Advantages of a short term let over a long term let to local residents and neighbours.

1. Occupancy rates for short term lets average around 70%. This means for 30% of the time the property is vacant. There is overall less noise and less wear and tear on common areas than if someone was occupying the property on a long term let.
2. Further, out of the 70% our records show only 35% tick the box for parking required so most arrive by taxi or on foot. Therefore, with short term lets there is less vehicular traffic in and out of the development making it safer and quieter.
3. Short term residents are not using Amazon and other on-line delivery companies as they are often only residing there for a few days or weeks at a time. The strain on the infrastructure is therefor less.
4. The properties are cleaned weekly and cleaned after a guest checks out. Many long term tenants will also have professional cleaners visiting their property on a regular basis. Our housekeepers will also clean communal areas if required, for example, if our housekeepers see litter or areas that require cleaning in communal areas they will attend to it to improve the guests experience. From experience long term tenants rarely if ever assist with cleaning communal areas.
5. An anti-social long-term tenant is extremely difficult to evict and can take years whereas a tenant on a short term let can be removed by us immediately. The U.K Governments Anti-Social Action Plan published in 2023 states: "One in three landlords who have ended a tenancy report that they did so because their tenant engaged in antisocial behaviour. Nuisance, criminal and abusive behaviour which impacts people at home is both disrespectful and unacceptable." It can be seen anti-social behaviour among long term tenants is commonplace and the process to evict an anti-social tenant is costly and can take months, sometimes years, and meantime other residents will have to put up with the anti-social behaviour. A copy of the report is attached.
6. No bookings are taken from anyone with an Aberdeen address. This helps eliminate bookings from people who are not genuinely here for business or on holiday.
7. No one night bookings are taken. Again, this helps eliminate bookings from people who are not genuinely here for work or on holiday.
8. A £200 refundable damages deposit is taken and a damages form is signed by every guest. Again, these measures eliminate bookings from people who are not genuinely here for work or on holiday and eradicates anti-social behaviour as the guest can lose their full deposit.
9. All tenants are vetted. We insist on getting photographic ID such as a passport or drivers licence and a matching credit or debit card.
10. We do not allow bookings from anyone under the age of 21.
11. We attach a copy of our terms and conditions which are signed by every guest prior to checking in. It can be seen there is no smoking, no parties or events of any kind and quiet hours from 9pm to 8am. If there is any breach of these conditions, we will remove the guest

from the property the same day. This has never happened, most likely due to the vetting processes mentioned above. Long term tenants will not have the same restrictions placed on them and the threat of losing £200 for breaching them.

12. There is often a clause in the title deeds relating to a property stating no trade, business, manufacture or profession can be run from the property. A common objection to short term lets is that they breach the title deeds of the development. However, it is submitted a licensing board hearing is not the platform to raise such an objection and such an objection should be made in a court such as the Aberdeen Sheriff Court or the First Tier Tribunal. It is further submitted a short term let does not breach such a clause as the property is being used as a private dwellinghouse for normal residential purposes and no business, trade or manufacture is being run from the property. The business where the marketing is done, bookings are taken, terms agreed and contracts signed is run from commercial premises on Union Street.
13. All our properties have a designated parking space and we make it clear where the parking space is with photographs of the parking space sent to the guest prior to arrival.
14. Serviced apartments and short term let accommodation are a big part of Local Policy objectives to increase tourism in Aberdeen and for Aberdeen to position itself as a hub for the oil and gas and renewable energy sector.
15. It has been noted from reading objection letters that several objectors have not realised we have been carrying out short term lets for over 10 years in their development without them even noticing. This is testament to the fact short terms lets do not cause any problems and certainly no more than a long term let would.

**NO SMOKING**

**NO PARTIES OR EVENTS OF ANY KIND**

**QUIET HOURS FROM 9PM TO 8AM**

**NO PETS**

**IF PRIOR ARRANGEMENT HAS BEEN AGREED FOR PETS, ANY ADDITIONAL CLEANING OR DAMAGE CAUSED BY THE PET(S) SHALL BE DEDUCTED FROM THE DEPOSIT, AND ANY DAMAGES EXCEEDING THE DEPOSIT WILL BE CHARGED BACK TO THE GUEST.**

**FAILURE TO ADHERE TO THE ABOVE WILL RESULT IN EVICTION FROM THE PROPERTY, LOSS OF DEPOSIT AND POSSIBLE ADDITIONAL CHARGES**

