

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 Shiang 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'



'B'

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.

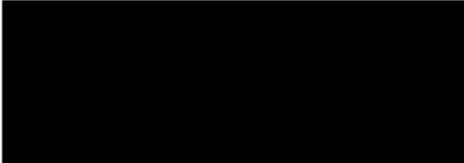
- Residents have been subject to harassment and increased feeling of lack of safety within their own domestic property.

- 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:



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.

- 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.

-
- 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: 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.

“1”

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.

- 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

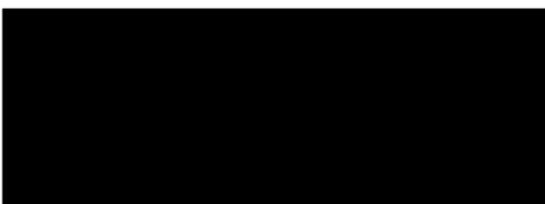
Lewis McArthur



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

LOVELY TWIN 2-FLATS CONDO IN ABERDEEN
CENTRAL

17 Mar – 9 Oct (206 nights)

3 guests ·

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

[Show request](#)

About

☆ [5.0 rating from 5 reviews](#)

✓ [Identity verified](#)

📅 Joined Airbnb in 2018

🏠 [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

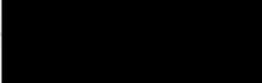
11:00

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](https://www.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.



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

[REDACTED]

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](#)

Arriving: 27th December 2023

Departing: 28th December 2023

Nights: 1

Occupancy

Adults: 5

Children: 1

Infants: 0

Your guest

[REDACTED]

Reservations



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