

LRB-2023-55

**23/01028/FLL – Change of use of flat to short-term let, unit
5B South Inch Court, Perth, PH2 8BG**

**PAPERS SUBMITTED
BY THE
APPLICANT**

NOTICE OF REVIEW

UNDER SECTION 43A(8) OF THE TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997 (AS AMENDED) IN
RESPECT OF DECISIONS ON LOCAL DEVELOPMENTS

THE TOWN AND COUNTRY PLANNING (SCHEMES OF DELEGATION AND LOCAL REVIEW PROCEDURE)
(SCOTLAND) REGULATIONS 2013

THE TOWN AND COUNTRY PLANNING (APPEALS) (SCOTLAND) REGULATIONS 2008

**IMPORTANT: Please read and follow the guidance notes provided when completing this form.
Failure to supply all the relevant information could invalidate your notice of review.**

Use BLOCK CAPITALS if completing in manuscript

Applicant(s)

Name

Address

Postcode

Contact Telephone 1

Contact Telephone 2

Fax No

E-mail*

Agent (if any)

Name

Address

Postcode

Contact Telephone 1

Contact Telephone 2

Fax No

E-mail*

Mark this box to confirm all contact should be
through this representative:

* Do you agree to correspondence regarding your review being sent by e-mail?

Yes No

Planning authority

Planning authority's application reference number

Site address

Description of proposed development

Date of application

Date of decision (if any)

Note. This notice must be served on the planning authority within three months of the date of the decision notice or from the date of expiry of the period allowed for determining the application.

Nature of application

- 1. Application for planning permission (including householder application)
- 2. Application for planning permission in principle
- 3. Further application (including development that has not yet commenced and where a time limit has been imposed; renewal of planning permission; and/or modification, variation or removal of a planning condition)
- 4. Application for approval of matters specified in conditions

Reasons for seeking review

- 1. Refusal of application by appointed officer
- 2. Failure by appointed officer to determine the application within the period allowed for determination of the application
- 3. Conditions imposed on consent by appointed officer

Review procedure

The Local Review Body will decide on the procedure to be used to determine your review and may at any time during the review process require that further information or representations be made to enable them to determine the review. Further information may be required by one or a combination of procedures, such as: written submissions; the holding of one or more hearing sessions and/or inspecting the land which is the subject of the review case.

Please indicate what procedure (or combination of procedures) you think is most appropriate for the handling of your review. You may tick more than one box if you wish the review to be conducted by a combination of procedures.

- 1. Further written submissions
- 2. One or more hearing sessions
- 3. Site inspection
- 4. Assessment of review documents only, with no further procedure

If you have marked box 1 or 2, please explain here which of the matters (as set out in your statement below) you believe ought to be subject of that procedure, and why you consider further submissions or a hearing are necessary:

To clarify any queries you may have on the review documents

Site inspection

In the event that the Local Review Body decides to inspect the review site, in your opinion:

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Can the site be viewed entirely from public land? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Is it possible for the site to be accessed safely, and without barriers to entry? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If there are reasons why you think the Local Review Body would be unable to undertake an unaccompanied site inspection, please explain here:

The inspection, if required, would be of the flat and would therefore need myself or delegate to open the doors to let yourselves in to 1) the building and 2) the flat itself

Statement

You must state, in full, why you are seeking a review on your application. Your statement must set out all matters you consider require to be taken into account in determining your review. Note: you may not have a further opportunity to add to your statement of review at a later date. It is therefore essential that you submit with your notice of review, all necessary information and evidence that you rely on and wish the Local Review Body to consider as part of your review.

If the Local Review Body issues a notice requesting further information from any other person or body, you will have a period of 14 days in which to comment on any additional matter which has been raised by that person or body.

State here the reasons for your notice of review and all matters you wish to raise. If necessary, this can be continued or provided in full in a separate document. You may also submit additional documentation with this form.

Please see attached documents

1. Notice of Review Supporting Statement ~~20-01200-FLL~~ 23-01028-FLL
2. 5B South Inch Court Holiday lettings terms and conditions

Have you raised any matters which were not before the appointed officer at the time the determination on your application was made?

Yes No

If yes, you should explain in the box below, why you are raising new material, why it was not raised with the appointed officer before your application was determined and why you consider it should now be considered in your review.

I did not have the information on the neighbour representations at the time of the application. All these representations need to be answered and have been in the attached Notice of Review Supporting Statement. In doing so I have now also included information on the actual number of persons staying at the flat over the last 12 months period. In my opinion this information should have a major bearing on the reasons for refusal given/taken by the planning officer

List of documents and evidence

Please provide a list of all supporting documents, materials and evidence which you wish to submit with your notice of review and intend to rely on in support of your review.

1. Notice of Review Supporting Statement ~~23-01208-FLL~~ 23-01028-FLL
 2. 5B South Inch Court Holiday lettings terms and conditions

Note. The planning authority will make a copy of the notice of review, the review documents and any notice of the procedure of the review available for inspection at an office of the planning authority until such time as the review is determined. It may also be available on the planning authority website.

Checklist

Please mark the appropriate boxes to confirm you have provided all supporting documents and evidence relevant to your review:

- Full completion of all parts of this form
- Statement of your reasons for requiring a review
- All documents, materials and evidence which you intend to rely on (e.g. plans and drawings or other documents) which are now the subject of this review.

Note. Where the review relates to a further application e.g. renewal of planning permission or modification, variation or removal of a planning condition or where it relates to an application for approval of matters specified in conditions, it is advisable to provide the application reference number, approved plans and decision notice from that earlier consent.

Declaration

I the applicant/agent [delete as appropriate] hereby serve notice on the planning authority to review the application as set out on this form and in the supporting documents.

Signed



Date

13/12/2023

Notice of Review Supporting information for Flat 5B South Inch Court Perth PH2 8BG
Planning Application 23/01208/FLL

1 My wife and I bought the flat to be near our daughter and grandchildren who live at Manson Crescent which is just a few minutes' walk from the flat. My wife and I normally live in England and use the flat as and when required during our trips to spend time with our daughter and the grandchildren.

The flat was let as a short term let when we were not using the flat for ourselves. The short term lets started in July 2021 via a local Holiday Letting company based in Perth and they managed all aspects of the short-term lettings.

We applied for a short term let licence for the flat in November 2022. I believe there were no objections raised and a full licence was granted on 5th June 2023, valid until 4th June 2026.

I believe that there have been no complaints as none have been referred back to us.

We were informed by Perth and Kinross Council on 18th May 2023 that we also needed planning permission, following which the planning application was submitted on 19th June 2023 and validated on 7th August 2023.

The planning application was refused on 4th October 2023.

2. With respect to the matters raised in the REPORT OF HANDLING, I have the following comments:

The actual number of people who stayed at the flat during the year ending August 2023 is shown below. The lettings were halted from September due to the current letting agent increasing their fees which was not agreeable to me. The intention then was to engage and let through a different and more cost beneficial local letting agent.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Aug-22				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sep-22	1	1	1	1	1	1	1	1	1	1	1	1	1	1						3	3	3								1	
Oct-22	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Nov-22	1	1	1	1	1																				3	3	3	3			
Dec-22																															
Jan-23														4	4	4	4	4	4	4										2	2
Feb-23	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mar-23	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Apr-23	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
May-23															2	2	2	2	2	2	2	2	2	2	2	2			2	2	2
Jun-23	2	2	2	2	2	2	2	2				2	2	2	2	2	2	2	2	2	2	2							2	2	
Jul-23	2	2	3	3	3	3	3										3	3	3	3	3	3	3	3	3	3					
Aug-23	1	1	1	1	1	1	1		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

The above shows the occupancy to be as follows:

- Vacant 33% of year
- Occupied by 1 person 22% of year
- Occupied by 2 persons 37% of year
- Occupied by 3 persons 6% of year
- Occupied by 4 persons 2% of year

Please note that during the bookings shown in Yellow, the guests only stayed at the flat for 4 nights per week. To keep things simple, the 37% occupancy shown above for 2 persons does not take this into account.

2.1 With reference to the representations received:

- Adverse effect on the safety, security and amenity of residents due to different people coming and going; leaving secure entry door open; excessive buzzing of communal entrance buzzer. Please see above the actual number of people who stayed at the flat for the year to August 2023. This shows that 89% of all bookings for the 12 months period were for 1 or 2 persons, 8% for 3 persons and 2% for 4 people. The use of the flat is clearly no worse than if the flat was let on a long-term basis and the issue raised is not borne out by the facts. Furthermore, I have seen the main door open on a number of occasions for other flats when multiple trips are required to and from the flats to complete large deliveries and is something I would do myself. Inside and by the main door is a door stop precisely to enable the residents to do so. The secure entry door is used by the occupants of 8 flats in the block. Given that 89% of the bookings were for 1 or 2 persons, it is very unlikely that the clients using our flat caused excessive buzzing of the communal entrance door.

Please note that in approving the planning application for 23/00251/FLL (a flat in a block of 4 flats in the middle of a residential area) the planning officer provided the following appraisal in making the case.

“The short term let would provide 2 bedrooms and will accommodate a similar number of guests to the existing use as a flat. The proposed use of the property as a short term let would result in footfall associated with guests staying at the property and using the parking and outdoor space. However, the footfall would not be significantly different from the footfall associated with the existing use as a residential flat. The flat is accessed through a communal entrance and flight of stairs and noise from the use of the property as a short term let is not considered to be significantly different from its use as a residential flat. The use of the parking and outdoor space would be in keeping with the existing use. The proposal will not have a significant impact on the amenity of existing residents. The proposal would retain the residential nature of the property and would not negatively affect the character and amenity of the residential area.” A similar appraisal should apply to our application.

- Smoking in doorway. Smell of smoke entering private flats. The terms and conditions for the lettings prohibits smoking in the property. See “Use of Property” and “Care of Property” sections of the attached lettings Terms and Conditions
- Poor management - 6 people staying in a flat that sleeps 4 people. I do not know the basis for this statement. I know of no instance where the flat was occupied by more than 4 persons.
- Rubbish left in parking area. There has been no complaint raised with either the letting agent or ourselves. Section “Terms of Use” of the attached lettings Terms and Conditions covers the disposal of rubbish into outside bins

- Noise from main door being open and shut at all hours. I do not accept the main door being open and shut at all hours is down to those staying at our flat, especially given the number of persons staying at our flat. Is there any evidence submitted to support this. Please note that the main door is used by the occupants of the 8 flats in the block.
- No objection to long term let but object to short-term let use. Given the number of persons staying at the flat per booking, the use of the flat is clearly no worse than if the flat was let on a long-term basis.
- Changes the character of the flats and residents' security and enjoyment of their properties. Given the number of persons staying at the flat per booking, the use of the flat is clearly no worse than if the flat was let on a long-term basis.
- Sets an unwelcome precedent. Given the number of persons staying at the flat per booking, the use of the flat is clearly no worse than if the flat was let on a long-term basis.
- The flat is the only short term let in a development of 56 flats. Many residents have lived there since it was built in 2000 and many are elderly. The proposal lessens the feeling of community and safety and has the potential to bring noise at unsocial hours. If granted permission, it would set a precedent for more short term lets thus exacerbating the adverse effects. Given the number of persons staying at the flat per booking, the use of the flat is clearly no worse than if the flat was let on a long-term basis. Any noise or nuisance issues could be regulated via the licensing regime. It should be noted that the issue raised is **"the potential to bring noise at unsocial hours"**. **The flat has been on short term let since July 2021 and there isn't an actual occurrence(s) that has been cited.** The "Use of Property" and "Care of Property" sections of the attached Lettings Terms and Conditions covers the behavioural aspects of the lettings with causing nuisance, annoyance and noise (loud singing, playing of music, etc) not being permitted.

In granting planning permission to a number of flats in Guthrie Court Auchterarder PH3 1SD (see planning applications 23/00406/FLL, 23/00800/FLL and 23/00801/FLL), the planning officer in determining and approving the application, appraised that "It is acknowledged that short term lets can result in additional levels of disturbance and noise concerns. Environmental Health officers note however that the main avenue to regulate such matters is via the separate licensing regime". Surely a similar appraisal applies to our application.

- No guarantee that the property could be managed in a manner as to not interfere with lives of residents. Given the number of persons staying at the flat per booking, the use of the flat is clearly no worse than if the flat was let on a long-term basis. Furthermore, any issues arising could be dealt with and regulated via the licensing regime
- In use as short term let for workmen which resulted in noise nuisance and commercial vehicles being parked in the visitors parking area. I do not understand why the use of a commercial vehicle being used by the clients and parked in a visitors' parking space while on site should be a problem. It is not using any of the residents allocated car parking spaces. There are always a few empty car parking spaces available for visitors and the use of one commercial vehicle would not fill up all the visitors' spaces available.

2.2 With reference to the following Policy Appraisal for our flat:

In respect of criterion (i) of NPF4 Policy 30(e), the short term let use and movement through the turnover of guests using the communal entrance of the building and courtyard parking is having a detrimental effect on existing residents and an associated adverse impact on the safety and perceived safety of those residents, as evidenced in the matters raised in the representations. The intensification of the short term let use would exacerbate the situation. The flatted development is private residential in nature, and the introduction of short term let uses could erode that residential character and amenity on a cumulative basis. The short term let use is incompatible with the current residential development. The actual number of persons staying at the flat and detailed above is a clear refutation of the issue raised here. Furthermore, the courtyard parking has not been abused. Where the client had a car, they used our designated parking space in the courtyard. In the few instances that a client brought on site a commercial vehicle it was parked in the visitors' parking area and thus did not stop or obstruct any residents from using their own allocated and designated parking spaces. Every time I have been at the development, there have always been a few empty car parking spaces available for visitors. The short-term letting of the flat to date has been no worse than a long term let in terms of the number of persons staying at the flat, given the data above.

In granting the planning permission to 23/00932/FLL the planning officer in determining and approving the application, appraised that "It is noted that the sole letter of representation makes reference to the potential for new 'faces' to be a regular occurrence, and that not knowing who your neighbours are will cause a degree of anxiety and concern. Anxiety is a planning consideration to some degree, however it is very much subject and someone's anxiety over a certain matter may not result in the same feelings for another person. In this case, it will be fact that if the STL operates successfully (in terms of a high occupancy rate) then there will changes in users. However, there is no guarantee that the users of this STL will a) meet other permanent residents within shared areas and b) will cause nuisance." A similar appraisal should apply to our application.

In granting planning permission to a number of flats in Guthrie Court Auchterarder PH3 1SD (see planning applications 23/00406/FLL, 23/00800/FLL and 23/00801/FLL), the planning officer in determining and approving the application, appraised that "It is acknowledged that short term lets can result in additional levels of disturbance and noise concerns. Environmental Health officers note however that the main avenue to regulate such matters is via the separate licensing regime". Surely a similar appraisal applies to our application.

Again, in granting planning permission to a number of flats in Guthrie Court Auchterarder PH3 1SD (see planning applications 23/00406/FLL, 23/00800/FLL and 23/00801/FLL) the planning officer in determining the application, appraised that "the modest two-bedroom size of the property is such that the levels of comings and goings from the use as a short-term let accommodation is unlikely to be significantly

different from its existing lawful residential use". Given the usage data provided earlier, the same should apply to our application.

3. As stated earlier, we bought the flat to stay in when visiting our daughter and our granddaughters. Whilst we were not using the flat, the flat was let on a short term let basis through a local agent. If the planning application is refused then the flat will stay vacant when we are back in England. We will not be able to enter into normal long term let contracts as that will not allow us the flexibility to stay at the flat during our visits. This will result in loss of any economic benefit to both ourselves, the local agent and the local areas and an empty flat for long periods of time.

Holiday letting terms and conditions

Contract

The Contract for a short-term holiday rental will be between the Owners of Munro Holiday Lettings (referred to as “us” or “we”) and the person making the booking under the following booking conditions. UK law will govern the Contract. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 21 years of age at the time of booking. You are responsible for ensuring that all members of your booking party comply with the Terms of Use (as set out below), however, the Contract for the provision of accommodation is between us and you (as the person making the booking).

Payment

Bookings are confirmed on receipt of the booking. The payment for the rental will be due seven days before the start of your holiday. We will send you a reminder when the balance is due. We reserve the right to cancel a holiday where payment has not been made within 3 days of notification of the balance being due.

Cancellation

Cancellation by You

Cancellations must be immediately notified to us. The treatment of a cancellation will depend on:

The date the booking was made

When the cancellation is made

The reason for the cancellation

National Lockdown – In the event of a national lockdown that coincides with your holiday, where you are unable to travel, and we are prevented from opening, you will receive a full refund.

Regional/Local Lockdown – In the event that the address given on the booking is put into Local/Regional Lockdown, rendering you unable to travel, and the period of restriction covers the period of your booking, you will receive a full refund. Please note that this applies only to the address given on the booking by the lead booker, and does not apply if an unidentified party member at a different address is unable to travel due to local lockdown.

Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at your hired property for any reason. This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property. You are strongly recommended to take out UK travel insurance to cover these eventualities. If you choose not to take out UK travel insurance then you accept responsibility for any loss that you may incur due to your cancellation.

Refunds

All refunds will be subject to a deduction of a non-refundable administration fee of £75 to cover our costs and third party costs related to the cancellation and re-marketing.

Cancellation by us

If Munro Holiday Lettings have to cancel your booking for any reason, including a Force Majeure event, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, you will be refunded in full.

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or contractors; and
- (i) interruption or failure of utility service, and the period of closure covers you booking

Terms of use

You may access the property from 15:00 hrs on the day of arrival (earlier arrivals are strictly by arrangement only). Please note that departure is by 10.00 am on your final day (again, later departures are strictly by arrangement only). We need this time to ensure that the property is ready for your arrival after the previous guests. You must not use the property except for the purpose of a holiday during the holiday period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. On departure you are requested to leave the accommodation in a clean

and tidy condition. This includes washing up, placing rubbish in bin liners and putting in outside bins, ensuring ovens and barbeque are clean and free from grease.

Use of property

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property, unless by prior arrangement with the owners. We reserve the right to refuse admittance if this condition is not observed.

You must not use the Property or the site for any illegal, dangerous, offensive, noxious or noisy activities or behave in a way that may be a nuisance or annoyance to us, other guests or our neighbours. Some of our properties are in peaceful locations and we ask that you respect that and others. As such, the playing of music, singing or other excessive noise that can be heard outside of your property after 9pm is not permitted.

Smoking is not allowed in any of the properties or in the hot tubs. If you wish to smoke outside, please let us know, and we will provide you with a suitable container. Please do not discard cigarette butts in the garden or grounds.

Liability

Munro Holiday Lettings, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising unless demonstrably caused by our negligence or that of those for whom we are legally responsible. You must take all necessary steps to safeguard yourselves and your property.

Third Party Services

If you wish to engage any third party to perform any service (including by way of example private catering, beauty therapy, childminding or entertainment services) at the site or the property you must obtain our permission. Such permission should be requested in advance of your stay with details of the entity you intend to use to perform the service, the service to be performed and details of their public and employer's liability insurance. Consent will only be given where we and our insurers are happy that the appropriate risks have been covered. The use of candles or fireworks is not permitted in any circumstances. We will not accept liability for the services provided (or failure to provide such services) by any third party supplier or business used by you in the course of your Stay (regardless of whether they are recommended or referred by us). This will not apply where we have been negligent or dishonest in this regard.

Care of property

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. You must not use the properties for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of our properties.

Damages and breakages

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand (although we would not charge you for the odd glass or plate). If you lose a key we will replace it upon you paying for the cutting of a new one.

Right of entry

We shall be allowed reasonable right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

Complaints

Every effort is made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return. We are available during your stay and will do our best to resolve any problem. This is easier to do before you leave.

Pets

Some of our properties do not accept dogs.

Please enquire before booking

Hot tub use

The safety of our guests is paramount. The hot tubs are there for your enjoyment but we require you to observe the Hot Tub Rules which can be found displayed clearly, next to the hot tub. If you or members of your party fail to observe these regulations during your stay we reserve the right to close this facility or restrict your access.

Privacy policy

We are committed to ensuring the best standards of practice in all our activities. Visitors to our web site can be assured that the protection of privacy and confidentiality are given the highest priority. All personal information is collected, held and used in strict compliance with the Data Protection Act 1998.

Information Collected

We do not collect any personal information from visitors to our website other than information that is knowingly and voluntarily given. Anonymous information is collected, such as the number of visitors to the website in a given period or details of properties and dates selected for online bookings, but it is purely statistical and cannot be used to identify an individual user. Cookies are not used to collect any other information from visitors to the website.

Third Party Disclosure

We will never pass any personal information on to any third party without your consent.

Data Security

We take appropriate measures to safeguard the information we hold from unauthorised access or improper use. Our database is stored in a secure, password protected location. Only users authorised by us have access to this data.

Integrity of Data

We take all reasonable measures to ensure that the information we hold is accurate. In particular we use reliable collection methods and destroy or convert to an anonymous form, any out-of-date data. Individuals may request details of all personal information held by us so as to contest inaccurate or incomplete data, verify the information and have it corrected as appropriate.

Children

Our website is not targeted at children but in any event personal information will not knowingly be collected from children under fourteen years without parental consent.

Enforcement

Any queries relating to our collection or use of personal information should be addressed to susanmunro@munroholidaylettings.com

Keys Key safe codes must not be disclosed to any person who is not a member of your party.