

23/01106/FL.

Notice of Review

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 JOHN THORNTON SMITH

Address [REDACTED]

Postcode [REDACTED]

Contact Telephone 1 [REDACTED]

Contact Telephone 2 [REDACTED]

Fax No [REDACTED]

E-mail* [REDACTED]

Agent (if any)

Name SUSAN MUNRO /
MUNRO HOLIDAY LETTINGS

Address UNIT 32
ALGO BUSINESS CENTRE
GLENEARN ROAD, PERTH

Postcode PH2 0NT

Contact Telephone 1 07766 024999

Contact Telephone 2 [REDACTED]

Fax No [REDACTED]

E-mail* SUSAN.MUNRO@MUNROHOLIDAYLETTINGS.COM

Mark this box to confirm all contact should be
through this representative: ☒ Yes ☐ No

* Do you agree to correspondence regarding your review being sent by e-mail? ☒ Yes ☐ No

Planning authority

TOWN AND COUNTRY PLANNING (SCOTLAND)

Planning authority's application reference number

23/01106/FL

Site address

62 MONART ROAD, PERTH, PH1 5UQ

Description of proposed
development

CHANGE OF USE OF FLAT TO FORM SHORT TERM
LET ACCOMMODATION UNIT (IN RETROSPECT)

Date of application

2.10.23

Date of decision (if any)

29.11.23

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 SUPPLY FURTHER EVIDENCE IF REQUIRED.

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 checked="" type="checkbox"/> | <input 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:

NONE

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.

I AM AGGRIEVED BY THE DECISION TO REFUSE PLANNING PERMISSION FOR A SHORT TERM LET WHEN I ~~WAS~~ HAD ALREADY BEEN GRANTED A FULL LICENSE FOR SECONDARY LETTING BY PKC ON 18.4.23.

PLEASE SEE ATTACHED SUPPORTING EVIDENCE

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 AM RAISING NEW MATERIAL AS IT WASN'T RAISED AT THE TIME OF THE APPLICATION WAS MADE.

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.

SHORT TERM LET LICENSE (NO. PL111614)

STATEMENT OF FACTS / SUPPORTING EVIDENCE

TERMS AND CONDITIONS FOR ALL RESERVATIONS AT THE STL.

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.

PLANS & DRAWINGS ALREADY SUBMITTED.

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

29.1.24.

Planning application Ref: 23/01106/FL.



PERTH AND KINROSS COUNCIL

**The Civic Government (Scotland) Act 1982 (Licensing of
Short-term Lets) Order 2022**

GRANT OF FULL LICENCE (SECONDARY LETTING) FOR SHORT-TERM LET

Licence holder(s): John Thornton Smith

Day to Day Manager(s): Susan Munro: T/A Munro holiday Lettings and Property Management

has been granted a Short-Term Let Licence

to accommodate a maximum of

4 guest(s)

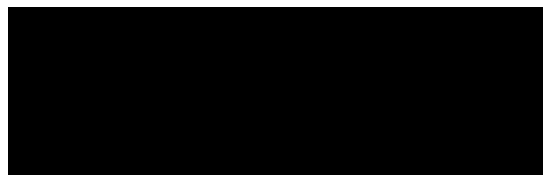
at

62 Monart Road, Perth, Perth And Kinross, PH1 5UQ

Subject to the Council's approved conditions for Short-Term Lets.

Licence No: PK11161F

Valid Until: 17/04/2026



L. Simpson
Head of Legal & Governance Services



Munro Holiday Lettings
& Property Management

Home Our Holiday Lets

Property

Book Your Stay

Contact

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.

Contact

T: [07766 024999](tel:07766024999)

E: susanmunro@munroholidaylettings.com



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Statement of Supporting evidence.

To:
The Secretary
Local Review Body
Perth and Kinross Council
Council Building
2 High Street
Perth
PH1 5PH

TOWN AND COUNTRY PLANNING (SCOTLAND) ACT

Application Reference: 23/01106/FLL

62 Monart Road, Perth, PH1 5UQ

- 62 Monart Road has been a short term holiday let since May 2016 and has attracted various guests from all over the world.
- At no time in the past seven years have any of the neighbours complained about noise, parking or refuse.
- I personally check the property and surrounding area every week.
- Our terms and conditions clearly state guests must respect the neighbours (please see attached extract from our terms and conditions which can be found on our website www.munroholidaylettings.com).
- Signage, which includes our contact details is clearly displayed in the window and parking space at number 62 so that if any of the neighbours have a complaint they can contact me personally.
- Recycling bins are clearly marked as commercial waste and guests are given clear instructions on disposing of waste.
- The objectors live in a different block to number 62 and their property faces onto the Lade so they shouldn't be affected by noise from the guests if there is ever a problem.
- I am disappointed that the objectors didn't feel they could contact me personally to discuss any of these problems.
- Guests are always notified that there is strictly only one parking space at the apartment.
- Many of the properties in this development are let out on a long term basis also by workmen and there have always been problems with parking by owners and tenants not specifically my guests.

Susan Munro
Munro Holiday Lettings & Property Management
Unit 32
Algo Business Centre Ltd
Glenearn Road
Perth
PH2 0NJ

Planning application ref: 23/01106/FL.



From: Perth & Kinross Council stl@pkc.gov.uk 
Subject: MyPKC - Short term lets licence application - Grant of licence (Case ref: FS-Case-464074532)
Date: 18 April 2023 at 14:26
To: susanmunro@munroholidaylettings.com

THE CIVIC GOVERNMENT (SCOTLAND) ACT 1982 (LICENSING OF SHORT-TERM LETS) ORDER 2022
GRANT OF FULL LICENCE (SECONDARY LETTING) FOR SHORT-TERM LET

62 Monart Road, Perth, Perth And Kinross, PH1 5UQ

I refer to the above application which has been granted and is valid from **18/04/2023** until **17/04/2026**.

The maximum number of residents to be accommodated in the premises at any one time is **4 guest(s)**.

You will find attached to this correspondence, your licence and the conditions attached to your licence. Please ensure to read through the conditions of the licence and check to see if any additional conditions have been added to your licence as spot checks will be made to ensure compliance. Failure to comply may result in you being asked to appear before the Licensing Committee for consideration of your licence.

You must ensure that your licence number and EPC rating is displayed on all your advertisements. Now that your full licence has been granted, the provisional licence number should be replaced with your full licence number.

The following documentation must be displayed within the short-term let accommodation where it is accessible to all guests:-

1. a certified copy of the licence and the licence conditions,
2. fire, gas and electrical safety information,
3. details of how to summon the assistance of emergency services,
4. a copy of the gas safety report,
5. a copy of the Electrical Installation Condition Report and
6. a copy of the Portable Appliance Testing Report.

The granting of any licence application does not supersede the requirement for planning permission if it is required. If you do not have the relevant planning permission(s) in place, regardless of whether you have the correct licence or not, Perth & Kinross Council as Planning Authority have the right to open an enforcement investigation.

Please note that it is your responsibility to ensure all your safety documents are in date. An officer can ask for these documentation at any point throughout the duration of your licence.

Failure to keep all safety documents in date may result in you being asked to attend the Licensing Committee for consideration of your short term let licence.

If you require any further information, please do not hesitate to contact short-term lets licensing team at stl@pkc.gov.uk.

Yours sincerely

D.G. Gilkison
 Licensing Manager

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Kinross Council should be made to enquiries@pkc.gov.uk or 01738 475000. Short term lets
 licence...61F.pdf

Planning application ref: 23/01106 (K.L.)

From: CDS STL STL@pkc.gov.uk
Subject: RE: Decision of the Licensing Committee - 17 April 2023
Date: 18 April 2023 at 10:15
To: Susan Munro susanmunro@munroholidaylettings.com



Good afternoon Mrs Munro,

I refer to your application in respect of the short term let licence for 62 Monart Road, Perth PH1 5UQ.

I write to inform you at the Licensing Committee meeting, which was held on 17 April 2023, the licence was granted for 3 years.

I can confirm that your short-term let licence will be issued in due course.

Kind regards

D G M Gilkison

D. G. M. Gilkison
Licensing Manager
Perth and Kinross Council
2 High Street
Perth
PH1 5PH



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