

The Secretary,
An Bord Pleanála,
64 Marlborough Street,
Dublin 1,
D01 V902.

| | |
|-------------------------|--------------|
| AN BORD PLEANÁLA | |
| LDG- _____ | |
| ABP- _____ | |
| 12 JUL 2021 SF | |
| Fee: € _____ | Type: _____ |
| Time: _____ | By: REG POST |

08th July 2021

Case reference: ABP-310281-21

Case type: Appeal/Referral

RE: Observation concerning the letter submitted by Simon Clear & Associates on behalf of Creative Real Estate Ltd dated 17th June 2021 & Comments to Brendan Trears submission dated 15th June 2021.

Dear Sir / Madam,

Firstly, I would like to express my thanks to the Board ("ABP") for providing the opportunity, in accordance with section 131, to submit an observation concerning the letter of Simon Clear & Associates dated 17th June 2021 and the comments made by Brendan Trears dated 15th June 2021.

All appendices outlined in red have already been attached to my referral dated 10th May 2021 and therefore are not attached to this letter again. If you have difficulty accessing these, please do let me know and I can furnish these.

1) Response to the letter of Simon Clears:

After Mr. Clear attempted to discredit me in the eyes of ABP in my most recent referral ABP-307112-20 with his letter dated 19th June 2020 in the section titled "legal caution", he is now seeking to accuse me of immoral motives and vindictiveness by presenting two sworn affidavits by the owners of the Lamplighter Public House (LPH), the economic beneficiaries of the ABP decision and also assumes that my window (glazed doorway) would constitute a breach in the boundary and is therefore a trespass.

As I understand from Mr. Clear's letter, he is therefore requesting that ABP dismiss my referral under section 138 and in doing so does not want ABP to make a decision on the matter itself.

I would like to re-iterate this crucial point - the only question in this referral is whether the internal alteration of a 5 bed accommodation for a max of 11 guests to a 9 bedrooms accommodation for a maximum of 18 guests needs the benefit of a planning permission or not. That is the entirety of the referral. All further matters raised by Mr. Clears are therefore wholly irrelevant.

I had posed the above question to Dublin City Council (DCC) given has occurring in 2018 and 2019 as indisputably pointed out in the Airbnb reviews (A 04). The activity led to more guest traffic underneath my 1st floor bedroom and therefore considerably more nuisance/annoyance. These activities also led to social activities of these guests taking place on the roof of the Lamplighter pub owing to the very small communal spaces in the LPH. Such events additionally resulted in considerable nuisance to my property and indeed the whole residential neighborhood. It is for these reasons that I have requested clarification, as I do not want to experience these circumstances again when international travel and renting/letting returns to normality following the COVID-19 pandemic.

Unfortunately, I have to conclude that the owners of the Lamplighter Public House simply ignore any orders and decisions issued by DCC, as shows clear in the case of their unauthorized smoking area and the roof garden construction measures. Despite the enforcement notice dated 08th December 2020 (A23) and the decision of retention application 2196/21 on the 6th April 2021 (A 38) these developments have remained unaltered. Neither the roof over the smoking area has been closed nor has the fence been moved to the north and the entire roof continues to be used by, albeit currently fewer, tenants. CREL is then somehow upset that I keep following up with my complaints although they are acting in complete disregard of these orders.

As Simon Clears has referred to the two sworn affidavits with identical contents by Brendan Trears and Paul Bermingham in his request to dismiss my referral under section 138, I would like to comment on these two Affidavits with regards to the contents of Simon Clear's letter.

As both affidavits were filed on the 21 January 2021, it can be concluded that they were not intended for this referral, as my section 5 application was received by DCC only on 22 March 2021 and my referral application received on 11 May 2021 by ABP. As these have also not been used for evidence for other planning applications such as Ref 2196/21 or Ref 2977/20 I have to assume that they were prepared for a ongoing legal dispute with me, to which I will return later.

My intention with this letter is to rebut the unfair impression created by these affidavits stating that I am somehow acting out of revenge.

As I can see from my own records, a meeting did take place on the stated day, albeit at an earlier time. Present at the meeting was my son Alexander, the two directors of the pub operator Weavers Taverns Limited (WTL), Brendan Trears and Paul Bermingham and myself. The purpose of this meeting was to discuss the procedure for sound insulation as required by the Judge Coughlan before the Licensing Court on the 11/10/2017 and the related

evaluation by a sound expert. Therefore, the meeting/inspection has taken place at 2 Brabazon Street, the entrance area/ stairs 1 Brabazon Street and the Lamplighter Pub. Judge Coughlan's stipulation was to have the sound proofing measures completed and to submit an audited report from a sound expert by the next court date of 22/11/2017.

I would like to point out that this was a liquor licensing dispute between my son Alexander, who lived at 2 Brabazon Street, and the license holder of the Lamplighter Pub Weavers Taverns Ltd. Creative Real Estate played no part in this dispute nor in the meeting. I also supported my son and was not officially a party to the dispute as I had hoped at that time that this neighbourly dispute could be resolved through open discussion outside of court.

Admittedly, after more than three and a half years, I can no longer remember every single word that was spoken on the day, but I can see from my notes that there were no discussions about any future planning application by CREL, nor were there any current planning activities, so the claim contained in the affidavits on which Simon Clears bases his request for dismissal that:

".....he would keep objecting to the pub license and future planning applications unless we gave him the freehold piece of land his staircase was erected onto whether there was an actual problem or not."

is not accurate. My son and I are also in a position to provide sworn affidavits to ABP, however as I believe that it is not the role of the Board to decide which affidavit statement is true, I would rather attempt to explain in as concise a manner as possible to the Board with the aid of documentary evidence as to why the insinuation contained in the affidavit that I am acting out of revenge is false.

After the sound proofing work was not completed by the next court hearing on 22/11/2017, an interim agreement (A 34) was signed in court between my son and WTL. Mr. Brendan Trears signed for WTL as one of their directors.

Although my son was not fully satisfied with the result of the sound isolation, he then signed a settlement agreement with WTL on 20/12/2017 (A 35) on my recommendation. I was at that time able to convince my son that it is better to accept a compromise than to fight for 100 percent of his rights for months on end.

Following the signing of this agreement, there were no further licensing objections from our side until the end of the license period of WTL in November 2019, although it was already determined in 2018 by a sound expert that WTL was in breach of this agreement. These contractual breaches have been extensively documented. Indeed, the very first breach occurred a mere 3 days after the settlement agreement was sign.

In addition to this, I received a letter from WTL & CREL's solicitor three days later on the 23/12/2017 (A 36). This letter was sent one day after the signing of the agreement in the Licensing Court in order to ensure I would receive it just before the Christmas holidays, and in doing so gave me an unreasonable deadline of only 7 days (over this holiday period). CREL did not even wait that stated period before reporting this matter as an unauthorized development to DCC. These actions made very clear that Brendan Trears and Paul Bermingham had no intention in creating or maintaining good neighborly relations.

I dismantled the staircase right after the Christmas holidays on 04/01/2018. That Brendan Trears sees in my fast reaction *"A clear example of how he breaks the law and feels he has a right to trespasses onto people property"* speaks for itself. Following an on-site visit by DCC enforcement officer Neil Cameron on 12/02/2018, the enforcement case was closed with a letter dated from DCC dated 05/03/2018 (A 37). Declan Brady's claim in his affidavit dated the 12/10/20 that the staircase was erected without his consent over a weekend period is false and I will provide this with documentary evidence in a pending legal dispute before the courts. At the moment I can only re-emphasize that from the time the staircase was erected in the first half of 2015 until the end of Declan Brady's ownership – a period of **2 years** - no

objection/complaint concerning the staircase was ever expressed to me by Declan Brady personally or on his behalf. It was only after the involvement of WTL & CREL did these assertions suddenly arise.

After the staircase was removed, I did not inform the DCC fire officer as construction work had started next door in the 1st and 2nd floor including the entrance area and I had assumed that in this context a fire resisting construction would have been installed on the ceiling of the entrance area below my 1st floor bedroom and all partition walls with my house. As it now turns out, as stated in the Fire safety notice issued 15/08/2018 (A 05), it was far from the case and the necessary work was only completed sometime later in December 2018. This fire safety notice also confirms my assessment that there was insufficient fire protection between my property and the Public House in 2015, which was the reason for the construction of the staircase and my gentleman's agreement with Mr. Brady.

However, even after I had dismantled the staircase, CREL did not cease in their attacks.

After ABP decided in case 30117-18 on 16/07/2019 that my existing window and the two additional planned bedroom windows are exempt developments CREL immediately filed a Judicial Review in the high court on 31/07/2019 hindering my ability to install the additional 2 windows. This strategy became clear as CREL was successful in keeping this Judicial Review alive by constantly adjourning the matter for mention for over 20 months before they ultimately withdrew the case on 23.03.2021. They used this period to claim in planning related matters, such as ABP case 307112-20 or DCC 2977-20, that my existing window was illegal and that the ABP decision was not valid because there is an ongoing Judicial Review, with the aim that the planning authority would not consider this window and the 2 still planned windows in their decision.

After CREL realized that they could not continue adjourning their judicial review in the High Court indefinitely, they then sought to escalate matters

Further. In August 2020 Brendan Trears appeared with his brother Kevin and an additional helper to block up my window with a sheet of plywood and went on to claim (for the first time) that CREL somehow owns the rear wall of my property. On the next page one can see photos of my window before and after this action. I also have recordings of both Kevin and Brendan Trears boarding up this window. However, as Mr. Brendan Trears is seeking access to all such incriminating photos through the Data Protection Commissioner, claiming that I am somehow in breach of the Data Protection Act, I do not wish to publish them here.

This section left intentionally blank



Above: My rear window before being blocked with plywood.



Above: My rear window covered with plywood (& subsequently painted!)

For me, this blocking of my rear window very clearly crossed a line

My tenants, who are working from home at this time were deeply shocked by these actions. Therefore, I sent an email (A 39) the same day to the solicitor of CREL to ask Brendan Trears to remove the construction immediately. After some back and forth and after I have also consulted an Garda Siochana, Mr. Brendan Trears attempted through his solicitor to use this blocking of my window as leverage for a "negotiation", as one can see in the letter of his solicitor dated 18/09/2020 (A 40) in which I was also strongly advised not to remove the boarding myself, as the rear wall of my property is claimed to belong to CREL.

As my tenant were no longer able to use cross ventilation for the air exchange in the house, they had reported to me that they suffered from headaches and had problems with the sleeping, especially on hot days and were also afraid what would happen in a case of a fire, I refused any negotiation in my letter dated 23/09/2020 (A 41) until the plywood was removed. As the result, Mr. Trears, as stated in his solicitor's letter dated 05/10/2020 (A 42), then removed the plywood.

Thereupon I commenced talks with Brendan Trears, only to realize that he was solely fixated on his grand constructional expansion plans. Any concession he made he subsequently refused to put in any form of a written agreement. The talks ended a few weeks later after Mr. Trears failed to provide anything of substance. As a result, Brendan Trears (personally & and documented with a video) blocked my window for a second time with plywood on 15/02/2021.

Once again, I attempted in my letter of 29/03/2021 (A 43) to convince Mr. Brendan Trears to remove the plywood from my window, and in failing to do so would seek legal proceedings. The only reaction to this letter was that Brendan Trears once again changed his Solicitor who then attempted to use the blocking of my window as a bargaining chip, this time for a „discussion“

with me. I engaged a solicitor who has since achieved the removal of the plywood without any negotiation or discussion.

However, as you can see from the latest letter by Brendan Trears' solicitor dated 11/06/2021 (A 44), he still claims that the back wall of my house belongs to CREL/Brendan Trears and now wants such ownership to be determined by a court. The fact that CREL keeps claiming that the wall belongs to them but in the end doesn't give any justification why this should be the case only leads me to conclude that they know that the wall belongs to my property but simply refuses to admit such as CREL would then be prohibited in claiming that my window, which is problematic for their planning applications, is illegal and that I would be trespassing. Therefore, my solicitor has asked CREL/ Brendan Trears solicitor in his letter dated 21/06/2021 (A 45) now to follow through with the threatened legal proceedings to prove this assertion that the wall belongs to CREL. To date, there is still no answer to this.

To re-iterate – this history of legal disputes between CREL and me has nothing to do with the question this referral seeks to deal with. However, as Brendan Trears and Paul Bermingham imply in their affidavits that I am acting out of vindictiveness, I must address this history in order to defend myself against this imputation and correct misstatements.

So far only affidavits from the owners themselves, persons economically connected to CREL and some supporters of CREL extension plans are submitted to DCC - I therefore cannot see any information that DCC has been provided with that is substantially new or persuasive that would justify overriding a decision made by ABP Ref 30117-20 with an very detailed accompanying report.

Although it should be easy for CREL to provide substantial documentary evidence in the kind of photos of the rooms before the conversion was carried out in 9 bedrooms and/or to prove proof of income that rent was generated with these rooms before the conversion, this has not been done. The reason

can only be that there are only photos of the rooms available show that the rooms were in a uninhabitable condition and therefore there was no rental income. Why else would CREL go to so much more effort collecting costly affidavits when the alternative, cheaper and more compelling documentary evidence should be readily available?

Additionally, the insurance broker Neil Brady submitted an affidavit with a "NB report" as an appendix. This document states that the rooms were unoccupied on the 28 April 2017. It is undisputed that the rooms could accommodate 2 or 3 people depending on their size. And what habitable condition means depends on the definition of habitat.

The NB Report is more convincing.

*"The 2nd/3rd floor are currently **unoccupied** but are listed for residential use the plan is to rent these units to **private individuals immediately.**"*

As this is a submission for an offer of an insurance company in which the insurer has to assess the risk, this sentence can only mean that the rooms were not at disposal for renting at this time. The use of the rooms for residential was only planned and also only for rental to private individuals and not as a guest house to short term guest less than 14 days. If the rooms had been available as guest rooms at the time of the inspection, this would have to be specified in the submission, as an operation with short term guests naturally involves a much higher insurance risk than unoccupied rooms or even future private individuals.

2) Response to the comments of Brendan Trears:

As I have learned it is very simply to assert in a sworn affidavit whatever ones wants without being required to provide evidence of the claims contained within. Therefore, I have the impression that Brendan Trears is now using

more Affidavits here as well, as he was so successful with them in his Section 5 application 0444-20.

Unfortunately, no affidavit was enclosed from the auctioneer John Younge. As Brendan Trears now states under P) 2.1, that the rooms above the pub were occupied during a joint visit with John Younge in 2015 so that John Younge's statement, namely that "*The upper floors with, separate side street access, are not utilised other than for storage proposal*" as contained in his brochure (A 01) is false, and he could explain why he had included this and other "misleading" statements (A 02) in his sale brochure while the rooms were occupied. The reasons given by Simon Clear and Brendan Trears are not plausible to me. With the information given in the brochure, prospective buyers looking for a pub with ancillary established guest rooms, which Brendan Trears claims the premises had for decades, would not be attracted by this sale offer. And in order to make it also attractive for buyers who wanted an untenanted property, all the auctioneer had to add to his brochure is "*the premises can be sold in a vacant possession*", as it is common practice.

Once again, Brendan Trears still does not present any verifiable evidence such as what the rooms looked like before the conversion into 9 bedrooms and evidence that they were rented out. It should be easy for him to present photos of the old rooms and to prove the rental income. Both would be much less effort for him than collecting all of these affidavits. I would therefore like to point out once more that I viewed these rooms at the end of 2014/ beginning of 2015 and that the rooms were unoccupied and in an uninhabitable condition at that time. All his attempts to discriminate me and my family and his threats with financial consequences will not stop me from repeating this if needed. I am prepared to repeat this in a sworn affidavit should it help.

I don't want to go into the repeated allegations of Brendan Trears that my statement is false, factually incorrect, misleading, nonsense, frivolous, vexatious and other insinuations, except that I reject all these allegations. I'm certainly used to that from Brendan Trears over the years. However, the fact

that he now seeks to include my daughter in his defamation strategy is deeply upsetting.

I wish that Mr. Trear would keep his statements to the facts. Unfortunately, I have to conclude that his comments contained in to P) 2.11:

"In July 2019, I contacted the enforcement section to inform them that I was letting out 4 of my rooms on the Airbnb for a short period of time. I was informed that this was within the planning rights for the use of this building."

and to P) 3.2 :

"In 2018 and in 2019 I had 4 rooms on the Airbnb platform for July - September in which I spoke to Neil Cammeron of DCC enforcement section prior to listing the rooms and informed him of my intention to list 4 rooms and that I was only using the building to its established use."

are once again, to put it cautiously, "alternative facts" and have nothing to do with what was actually happening at that time.

In June 2019 following a tangible increase short-term guests occupying the roof area of the pub and a number of antisocial incidents including spitting, rubbish disposal and trespass to my property combined with Mr. Brendan Trears unwillingness to respond to my complaints of such, I documented the incidents with photos and sent a letter of complaint (A 46) to DCC on 17.06.2019. As the consequence, the Enforcement Officer Neil Cameron opened the enforcement case E0528-19 and then, according to his Enforcement report dated 21/08/2019 (A 13), conducted a site visit on 12/07/2019 and a second one on 01/08/2019 and subsequently sent the warning letter dated 30/08/2019 (A 10) to CREL.

In his report, Mr. Cameron states:

"..(the owner)..stated that there are 9 room with 5 currently on lease and 4 are vacant till tenants return in September."

and

"..(the owner)..was advised that under new regulations if he was to use as of these rooms as short term let he must notify Dublin City Council of this."

and

"A desktop investigation showed that there is three rooms on Airbnb. Reviews had been placed for July and August 2019."

And the warning letter included:

6. "The unauthorised use of habitable rooms located on the first and second floor of the lamplighter Lounge as short term accommodation without the benefit of planning permission."

In my view, these two statements (Neil Cameron Report & Brendan Trears) do not fit together and I am of the firm belief that the statement made by Neil Cameron in his capacity as an enforcement officer of DCC in his report reflects what really happened that time.

Also, the statement by Brendan Trears to P) 6.0:

"...the door in question there is clearly a handle to open the door from the outside also 3 Chubb lock keyholes, and a peephole all circled in red. This door was in fact the same door used for the main entrance and exit for staff of the pub prior to 2018 and the residents of the upstairs accommodation."

I can fully agree with this statement except for the claim that this door was used by guests. Is Mr. Trears attempting to claim that the guests had to open 3 Chubb locks with a key to access the guest house and then lock 3 locks again from the inside with the key to close the door? Also, as a guest, I would most likely turn back when seeing this door as the entrance to my guest house room. This door was simply the emergency exit door for the pub and for use by the staff.

Frankly, I can't imagine who would book a guest room where you have to share only one bathroom/toilet with 10 other guests which is also located on different floor level. But the architect gave a sworn affidavit that he saw a fully

booked guest house and with Brendan Trears and his wife among them who supervised the refurbishment work.

Under P) 7.3 Brendan Trears gets to the substance of what he truly wants from this application, namely:

“Again, as we stated we are not currently using the premises for short term stays of less than 15 days however given the testimony and the affidavits regarding use over the last 30 years I feel that it is within our rights under the planning and development act which we have clearly established the use of the premises and demonstrated this use that we should not have any restriction on the duration of stay.”

As the development plan for this area does not desire any more new short term accommodation, DCC refused the planning application No.2676/18 for a boutique hostel in 2018. In order to get a short term accommodation approved in the second attempt for planning permission for a guesthouse with planning application 2977-20, the section 5 application 0444-20 was forward to DCC and the decision was submitted to reassure DCC by stating that the Lamplighter Public House is established for an short term letting for more than 14 days (not for less than 14 days), in order to get permission granted. However, as Brendan Trears now admits, it is a short term letting of less than 14 days which is his real intention. After the second application was rejected by DCC, CERL is now preparing the third planning application with further affidavits from more supporters. I find this approach troubling and hope that DCC will looks closely at the next planning applications and their many misleading assertions.

If CERL succeeds with its application to construct a 2-storey extension directly on the property boarder and use such as a guest house, it will result in a substantial loss of value to my property and a significant loss of quality of life for anybody living in my house and in indeed the neighborhood.

I would therefore like to ask the Board to decide on the merits of the referral and not to follow Simon Clears' request to dismiss my referral under section

138 based on these affidavits, which were all prepared before my section 5 application with DCC was even filed on 22/03/2021.

Sincerely,



Andreas Brüggener

A 38 $\frac{1}{4}$

An Roinn Pleanála agus Forbartha, Cláiriann / Cinní
Oifigí na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8

Planning Registry & Decisions, Planning Department
Civic Offices, Wood Quay, Dublin 8

T: (01) 222 2288

E:decisions@dublincity.ie

Date 06-Apr-2021

James M. Briscoe
68, Carrickhill Road
Portmarnock
Co. Dublin

| | |
|-------------------|--|
| Application No. | 2196/21 |
| Registration Date | 10-Feb-2021 |
| Decision Date | 06-Apr-2021 |
| Decision Order No | P2976 |
| Location | The Lamplighter, 79, The Coombe / 1 Brabazon Street, Dublin 8 |
| Proposal | RETENTION: The development consists of the retention of: a) The relocated toilets in an area previously used as lounge bar and renewing of roof to comply with current insulation standards, b) Removal of portion of existing roof in previous area occupied by toilets to form smoking area to comply with public health act, c) The continued use of the flat roof to rear at first floor level as amenity area for those in the the residential accommodation, d) 1800mm high timber fencing enclosing roof top open space at first floor level to rear. |

Applicant Brendan Trears, Creative Real Estate Ltd.

- If you have any queries regarding this Decision, please contact the e - mail shown above.

IMPORTANT NOTE:

Please be advised that compliance submission(s) can only be submitted in pdf format and by e- mail to compliances@dublincity.ie

Dear Sir/Madam

With reference to the above proposal submitted by you, you are hereby notified that the Planning Authority in pursuance of the powers conferred on it by the Planning & Development Acts 2000 (as amended) has decided to **GRANT PERMISSION** for:

I recommend that retention permission is granted for

NOT1split

An Roinn Pleanála agus Forbartha, ClárIann / Cinntí
Oifigí na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8

Planning Registry & Decisions, Planning Department
Civic Offices, Wood Quay, Dublin 8

T: (01) 222 2288

E:decisions@dublincity.ie

Date 06-Apr-2021

residents of the property.

c) The remainder of the flat roof structure shall only be accessed for maintenance and repair works.

Reason: In the interests of residential amenity.

3. The developer shall comply with the requirements set out in the Codes of Practice from the Drainage Division, the Transportation Planning Division and the Noise & Air Pollution Section.

Reason: To ensure a satisfactory standard of development.

4. The developer shall comply with the following requirements of the Drainage Division of Dublin City Council;

a) The developer shall comply with the Greater Dublin Regional Code of Practice for Drainage Works Version 6.0 (see www.dublincity.ie Forms and Downloads).

b) The drainage for the proposed development shall be designed on a completely separate foul and surface water system with a combined final connection discharging into Irish Water's combined sewer system.

c) All private drainage such as, downpipes, gullies, manholes, armstrong junctions, etc. are to be located within the final site boundary. Private drains should not pass through property they do not serve.

Reason: To ensure a satisfactory standard of development.

5. a) The site and building works required to implement the development shall only be carried out between the hours of:

Mondays to Fridays - 7.00am to 6.00pm

Saturday - 8.00 a.m. to 2.00pm

A38 $\frac{3}{4}$

An Roinn Pleanála agus Forbartha, Clárann / Ciontí
Oifigí na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8

Planning Registry & Decisions, Planning Department
Civic Offices, Wood Quay, Dublin 8

T: (01) 222 2288

E:decisions@dublincity.ie

Date 06-Apr-2021

SCHEDULE 2 REASONS

1. Having regard to the pattern of development in the area and the surrounding residential uses it is considered that the removal of a portion of existing roof in a previous area occupied by toilets to form smoking area would have a negative impact on surrounding residential amenity in terms of noise pollution and would, therefore, by itself and by reason of the undesirable precedent it would set for similar substandard development in the area, devalue property in the vicinity and would be contrary to proper planning and sustainable development.

Signed on behalf of Dublin City Council

For Administrative Officer

The applicant should note that development on foot of this Decision to Grant may not commence before a notification of final grant has been issued by the Planning Authority or An Bord Pleanála following consideration of an appeal.

1. Your attention is drawn to the requirements of the attached "Codes of Practice".

Schedule A: Drainage Division

Schedule B: Transportation Planning Division

Schedule C: Air Quality Monitoring and Noise Control Unit

N.B. It should be clearly understood that the granting of planning permission does not relieve the developer of the responsibility of complying with any requirements under other codes of

NOT1split

A 38 $\frac{4}{4}$

An Roinn Pleanála agus Forbartha, Clárann / Cinntí
Oifigí na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8

Planning Registry & Decisions, Planning Department
Civic Offices, Wood Quay, Dublin 8

T: (01) 222 2288

E:decisions@dublincity.ie

Date 06-Apr-2021

Please be advised that the development types shown below can now be submitted via
our online service

Domestic Extensions including vehicular access, dormers /Velux windows, solar panels

Residential developments up to & including four residential units (houses only)

Developments for a change of use with a floor area of no more than 200 sq. m

Temporary permission (e.g. accommodation for schools)

Outdoor seating / smoking areas.

Shopfronts / signage

NOT1split

Interim agreement : It is hereby agreed between the parties weavers Talents limited and Mrs Brignone Mat.

- (1) The objector, Mr. Alex Brigner, will allow Ted Dalton sound consultant access to his premises at 2 Drabazon street, The Coombe Road Dublin 8 on the 22nd November 2017 and on the 29th November 2017 (if required) so that Mr. Dalton can conduct sound testing.
- (2) Mr. Dalton will ^{sound proofing} carry out ^{by sound test} century ^{and} works and set an appropriate noise level which shall be set and maintained using a sound limiter installed ^{within} on the premises.
- (3) The objector will withdraw his objection to the grant of the music and singing licence and Cert of premises.
- (4) Notwithstanding the above, if the objector does not agree with the sound level as advised by Mr. Dalton he will engage

a sound consultant to conduct testing at the premises at their own expenses and will furnish the Applicant with his report.

(5) The limiter will be maintained in accordance with the level set by Mr. Dutton or the Court in the event of a disagreement.

(6) The following will form conditions on the music and singing licence.

(a) A sound limiter will be set and maintained in accordance with paragraph 5 - and -

amplified PA systems and all

(b) All music, DJ or any form of music at the premises will be played through ^{centralised} in-house speakers only at all times, subject to the limiter.

(c) Mr. Dutton will prepare a report ^{for the Court} on the basis of previous inspection at the premises and objectors' home and make reference to the Building Control regulations 2014 as applicable to the subject premises.

Signed: ~~B. TAA~~
Direktor Medizinischen Fakultät
dated: 22/11/2017

Witnessed: Dr. Myster
B. Stricker

Signed:  Alex Brüggenet

dated: 22/11/2017

THIS AGREEMENT made the 20th day of December 2017 between WEAVERS TAVERNS LIMITED of the First Part and ALEXANDER BRUGGENIER of the Second Part.

- 1. This Agreement is supplementary to the interim agreement made between the parties on the 22nd day of November 2017 and is to be read in accordance with the acoustic review of mitigating measures carried out at the Lan-plighter Pub, 79 The Coombe, Dublin 8 by Dalton Acoustics Limited dated 6th day of December 2017.
- 2. The sound limited will be set up and maintained in accordance with the parameters set out and documented in the report dated 6th day of December 2017. In particular (a) the limiter and equaliser shall remain set to a level where, amplified music may be audible in the Objector's home, but only to such a level, where it may be 3dBA (when rounded up) above any directly adjacent 5-minute LAeq, sample when amplified music is not present. In the worst case scenario (b) audible amplified music levels in the first floor bedroom will not exceed 25dB LAeq (5 minute when rounded up). Such levels to be obtained using a Professionally Qualified Acoustic Consultant with a calibrated class 1 type sound level meter and all other ambient noise factors removed from any measurement samples obtained.

It is understood that ambient noise levels (5-min LAeq) within the objector's home may increase and fall due to other circumstances (urban environment) and these circumstances are outside the scope of this agreement.

- 3. All amplified PA systems, live music, DJ or any form of music must be and shall be played and controlled through the house ~~because~~ System only at all times and subject to the Limiter as set out in paragraph 1.
- 4. All forms of entertainment referred to in paragraph 2 shall cease after the permitted hours of trading have expired and such period does not include the period of 30 minutes allowed to clear the premises.
- 5. The objector will withdraw his objection to the grant of the Music & Singing Licence and the certificate of transfer for the licensing period 1st October 2017 to 30th September 2018 and this agreement relates to this licensing year only.
- 6. It is agreed between the parties that the Applicant ~~would~~ will notify the objector of any future licensing applications intended to be made by or on behalf of the Applicant.

Signed: [Signature]

Dated: 20/12/17

Witnessed: [Signature] (Sol.)

Signed: [Signature]

Dated: 20/12/17

Witnessed: [Signature] Solicitor
14 Farnborough College
Milltown
Dublin 14

Dermot G. McDermott & Co.

Solicitors

Dermot G. McDermott B.C.L.
M. Ita Lyster B.A. Dip.Comm.Law

1, Union Street, Sligo
Tel: 07191 61886 /9171299
Fax : 07191 61886
email: reception@dmcdsolicitors.com
DX 5003 Sligo

A36 1/2

REGISTERED POST

Alexander Bruggener and
Andreas Bruggener,
2 Brabazon Street,
The Coombe,
Dublin 8.

21st December 2017.

Re: Unauthorised Development at 2 Brabazon Street, Dublin 8.
Our clients: Creative Real Estate Ltd and Weavers Taverns Ltd, Owners and License holders of The Lamplighter Pub, 79 The Coombe, Dublin 8

Dear Sirs,

We refer to the unauthorised development comprising of a spiral staircase and window intrusion erected by you and/or your agents at the above property for which no planning permission was sought and which is in breach of the Planning Acts 2000/2012. As you are aware this unauthorised development is trespassing onto our client's boundary by virtue of the fact that same has been erected upon the flat roof of our client's premises which adjoins your property.

We hereby call upon you to remove the unauthorised structure and to block up the unauthorised doorway within a period of seven days from the date hereof and to furnish us with your undertaking that the said unauthorised structure will be removed and doorway blocked up within a period of seven days from the hereof.

We note that this matter was previously brought to your attention by letter dated the 9th October 2017 and again on the 2nd November 2017 whereby we informed you of the illegality of same but more importantly the fact that the structure is completely unsafe and is in breach of the Building Regulations, Fire Safety Regulations as well as the Planning Acts. In addition, the erection of this structure has had a negative impact on our clients' flat roof thus causing damage and we shall be seeking the costs of any remedial works that have to be carried out in respect of same. Please note that we are sending a copy of this letter to Dublin City Council.

Unless we hear from you with your undertaking to remove the structure and block up the doorway within a period of seven days from the date hereof, we shall be seeking Injunctive Relief in the Circuit Court at the first available opportunity. Take further note that this letter shall be furnished to the Court and an Order for the costs of any action necessitated by your failure to remove the structure and block up the doorway will be strenuously sought against you.

Dermot G. McDermott & Co.

Solicitors

1, Union Street, Sligo
Tel: 07191 61886 /9171299
Fax : 07191 61886
email: reception@dmcfsolicitors.com
DX 5003 Sligo

Dermot G. McDermott B.C.L
M. Ita Lyster B.A. Dip.Comm.Law

We await hearing from you.

Yours faithfully,

Dermot G. McDermott & Co.



Foithne Pleanála
An Roinn Pleanála & Forbairt Maoin,
Bloc 4, Uiar 2, Oifigi na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8

Planning Enforcement,
Planning & Property Development Department,
Block 4, Floor 2, Civic Offices
Wood Quay, Dublin 8
T. 01 222 2147 E. planningenforcement@dublincity.ie

Mr Dermot G McDermot & Co Solicitors
1 Union Street,
Sligo
5th March 2018

Re: 2 Brabazon Street, Dublin 8

Dear Sirs,

I refer to your complaint regarding the above address.

A recent inspection carried out by the Planning Enforcement Officer for the area has revealed the spiral staircase has been removed.

The door/window looks onto a number of roofs and yard of a neighbouring public house. The door/window does not over look these roofs or yard to any further degree than windows in neighbouring properties windows do currently.

The door/window facing out onto the roof has a permanent fixed white barrier to prevent access to the neighbouring property's roof.

On this basis the file has now been closed.
Should you require any further information please do not hesitate to contact Mr Neil Cameron. Tel: 222 3534.

I trust that this information is of assistance to you.

Yours faithfully,



For Acting Planning Enforcement Manager

Ref: Sharon O'Neill
Tel: 222 3461
Please quote File Ref: E0046/18

From: Your Client Creative Real Estate Ltd
Datum: Dienstag, 18. August 2020 um 19:48:16 Irische Sommerzeit
Von: Andreas Brüggener
An: Paula McHugh Solicitors
CC: Alex Brüggener
Anlagen: rear window plywood.jpeg.pdf

Dear Madam,

I am grateful that Mr. Trears, only yesterday the **17th August 2020**, has come to his senses in the returning of my bricks. This was unfortunately only after a member of an Garda Síochána had to follow up twice, including an on-site visit.

Today however I am deeply distressed once again by the actions of Mr. Brendan Trears. Mr. Trears has, as of today **Tuesday 18th August 2020 at 11:00**, blocked up the window to the rear of my property, depriving me of all light, air and access. This brazen and outrageous act is beyond comprehension - I am deeply concerned by this behaviour.

I understand that Mr. Trears is unhappy with the decision made by An Bord Pleanála (**ABP-303117/18**) in declaring this window an exempt development. This is however no justification for the actions Mr. Trears has taken today.

I must therefore ask that your client to remove the plywood from my window immediately or by 21st August 2020 at the very latest and to repair the damage caused to my rear wall and window by this act.

If the plywood has not been removed by this deadline, I will be forced once again to make an official report to An Garda Síochána with particular attention to the criminal damage caused to my wall/window during the installation of this plywood.

I have reported this matter to the Enforcement Division of Dublin City Council and to the planning division dealing with Mr. Brendan Trears planning application **2977/20**.

This behaviour makes clear to me that Mr. Trears has no interest in sitting down to discuss our differences concerning his expansion plans for the building and his operation of the pub in order to find a mutually acceptable compromise.

Regards,
Andreas Brüggener.

Attachment photo of blocked window

**PAULA MCHUGH
SOLICITOR**

14A Farrenboley Cottages
Milltown Dublin 14
Tel: (01) 216 4488
Fax: (01) 216 4489
DX 76005 Dundrum
e-mail: paula@paulamchugh.ie

Your Ref:

Our Ref: PMCH

Date 18th September, 2020

Andreas@brueggener.com

Dear Mr. Bruggener,

Thank you for your email of the 17th September I have now had an opportunity to take my clients instructions in relation to your letter. Please note the following:

My Client is very willing to enter into negotiations to resolve all issues that we have but will not enter into any negotiations with any pre-conditions attached.

Regarding removing the plywood from my client's property and wall our client is not willing to do this at this time but this can form part of the negotiations should you wish to avail of these negotiations.

My client instructs me to strongly advise you not to further trespass or cause any criminal damage to my client's property and my client will not allow any criminal damage or trespass to occur. My client will not be threatened by you in relation to removing plywood attached to his wall and will if any damage or trespass occurs be contacting the Gardai.

Regarding ventilation, there was no window to the rear of No. 2 Brabazon Street since it was built over 200 years until you knocked out through our client's wall creating a window. Finally to note my client instructs me your tenants have ample ventilation in a property of such small size with 3 windows to the front of the building.

Finally, I await hearing from you with Mr.Lucey's availability if you are willing to negotiate.

Yours faithfully,

Paula McHugh
Solicitors

A41

Andreas Brüggener, Gortagullane Muckross, Killarney, Co. Kerry, Ireland
Email : andreas@brueggener.com - Tel.: 064 6636633 - 085 7155066

Paula McHugh Solicitor
14A Farrenboley Cottages
Milltown
Dublin 14
By Email: paula@paulamchugh.ie

23th September 2020

Your Client: Creative Real Estate Limited
Your letter dated 18th September 2020

Dear Ms. McHugh,

Your client in closing my rear window has quite clearly crossed a red line. The blocking up of this window is illegal and furthermore inhuman. I have reported this incident to an Garda Siochana, who have confirmed that an investigation is ongoing. The fact that your client has seen no other solution other than to express his anger towards me on my tenants and in doing so knowingly endangers their health is something I will not tolerate nor accept under any circumstances. The health & safety of my tenants is non-negotiable!

As previously stated, once your client has removed the plywood and in doing so ceases in using my tenants' health as a bargaining chip, I will re-extend my offer to negotiate.

As a final point, I would like to remind you that your client is fully aware from the planning documentation that the window also acts as a fire escape exit. Therefore, if this window remains blocked in the event of a fire and individuals are physically or psychologically hurt as a result of this there will be serious consequences for your client. These consequences would be especially harsh given that your client has closed the window purely to serve his ongoing agenda of revenge, intimidation and harassment.

Sincerely,
Andreas Brüggener

**PAULA MCHUGH
SOLICITOR**

A42

14A Farrenboley Cottages
Milltown Dublin 14
Tel: (01) 216 4488
Fax: (01) 216 4489
DX 76005 Dundrum
e-mail: paula@paulamchugh.ie

Your Ref:

Our Ref: PMCH

Date 5th October, 2020

Andreas Burggener
Gortagullane Muckcross,
Killarney
Co. Kerry

andreas@brueggener.com

DRAFT

Dear Sirs,

My Client: Creative Real Estate

We refer to our letter of the 18th September and confirm that our client now instructs us that the hoarding is being removed from our client's wall strictly on a without prejudice basis as to any action that our client may commence in relation to the damage to the boundary wall, their property rights and trespass.

Further, the removal of the hoarding should not be interpreted by you as confirming any rights on you by our client.

My client instructs me that they are removing the hoarding to facilitate negotiations between both parties commencing.

We would be obliged to hear from you and your legal teams with regard to negotiations.

Yours faithfully,

Paula McHugh

Solicitors

Paula McHugh Solicitor
14A Farrenboley Cottages
Milltown
Dublin 14
By Email: paula@paulamchugh.ie
& by Registered Post

29th March 2021

Your Client: Brendan Trears and others

Dear Madam,

Your client, Mr. Brendan Trears, has for the second time blocked my window in my west facade with plywood which has again led to enormous stress & anxiety for my tenants. This occurred on the 15/02/2021.

Now that Creative Real Estate Limited (“CREL”) has withdrawn its application for judicial review in the High Court (JR 570/2019) it is beyond dispute that my window in the west façade is an exempt development as are also the two bedroom windows that are yet to be installed this summer.

The repeated and sustained claims made by agents of CREL stating that the window is *illegal* despite full knowledge of its exempt development status, are false. CREL would hardly have initiated a costly judicial review application against the exemption certificate if this was indeed the case.

Moreover, your client would not have submitted a planning application for an extension where parts of his proposed construction are also on a party wall to my property.

Your client is fully aware that the window was installed in 2015, in accordance with the Land and Conveyancing Law Reform Act 2009, Chapter 3, Section 44 (1) b. The owner at the time had not raised any concerns at the time of installation nor any time thereafter until the end of his ownership in 2017.

Andreas Brüggener, Gortagullane Muckcross, Killarney, Co. Kerry, Ireland
Email : andreas@brueggener.com – Tel.: 064 6636633 – 085 7155066

Further, neither the former nor the current owner had forwarded any questions or complaints to me in any form concerning the window during the sales procedure in mid 2017. The current owner of CREL bought his property with the window in the party wall. The first occasion that the window was brought into discussion was contained in a letter from the solicitor of the pub license holder Weavers Taverns Limited in October 2017 in an attempt to pressure my son Alexander to withdraw his objections concerning loud music emanating from the Lamplighter pub. It was sometime later before CREL as the owner of the property joined this discussion when planning to erect an extension in the back of the Lamplighter Public house in 2018.

I have sought to explain this comprehensively once again as it is truly not my intention that Mr. Brendan Trears is born with unnecessary legal/court costs, however, I also cannot allow your client to continue in harassing my tenants and subjecting them to a number of health hazards.

Therefore, I ask your client Mr. Brendan Trears and his brother Kevin Trears once again, to remove the plywood which they have fitted immediately and to apologize to my tenants for the harassment they have cause to them and compensate my tenants for damages, if necessary. In addition to this, if my tenants terminate their tenancy due to the repeated harassment by your client, I will be seeking remediation for losses for such.

Unless I hear from you that your client has undertaken to remove the plywood/structure within a period of seven days from the date hereof, I shall be seeking injunctive relief in the Circuit Court at the first available opportunity. This letter shall be provided to the Court and an Order for the costs of any action necessitated by your client failure to remove the plywood/structure will be sought against your client.

I await hearing from you.

Yours Sincerely,

Andreas Brüggener

to remove 15

A44 1/2

By Email
Enda O'Toole
Malin O'Toole
Law Firm
Email: enda.otoole@mot.ie

OUR REF: MGE.10053.9001.21098835.v2

YOUR REF: ABR-Lit-50-21

DATE: 11 June 2021

Your client: Mr Andreas Bruggener
Our clients: Mr Brendan Trears and Creative Real Estate Property Limited

Dear Colleagues,

We refer to the above and your letter of 8 June 2021 and previous correspondence.

We are most surprised that you are continuing to threaten proceedings in circumstances where, as expressly stated in your letter, our client has removed the hoarding in question. We cannot see any basis upon which your client could have any possible recourse to legal proceedings against our client.

Your letter seeks an undertaking from Mr Trears that he will not reapply the hoarding. No such undertaking will be provided by Mr Trears and we have advised Mr Trears that there is no basis upon which he should be required to provide such an undertaking.

As accepted by you in your letter, the hoarding was removed by our client even though we maintain that our client had every right to erect the hoarding on the wall in question.

The hoarding was removed by our client in order to resolve the dispute with your client and without any admission of liability. In any event, we are instructed that our client has no intention of re-erecting the hoarding.

It is our client's intention that the issue be determined by the court and as previously outlined, we are instructed to issue legal proceedings on behalf of Creative Real Estate Limited seeking declarations in respect of the ownership of the wall in question and the airspace around Creative Real Estate Limited's property.

It is incredulous that, having elected to construct a window/doorway in a wall that does not belong to your client, your client is now demanding that the small holes – which we are instructed are a maximum of 20mm deep and 8mm wide and yet are mischaracterised in your letter as “deep holes” – be sealed by our client in a specific colour. Your client elected to knock a window/doorway into our client's wall and is now seeking to acquire rights and make demands in respect of a wall over which it has no entitlement.

Partners

David Brady
Dorothy Duggan
James Duggan
Paula Winters
Eugene Daly
Dermot Kelly
Eugene O'Leary

Associate Solicitors

Wendie Clarke
Al Lavan
Ruth Murray
Jennifer Murray
Clair Murray
Claire O'Leary
Frances O'Leary

Trainee Solicitors

John Campbell
Andrew Power
Peter Briggs
Caitie O'Kennedy
Leanne Kelly
Lisa Linnell
Liam Linnell

Patrick Ryan

Andrew Molloy
David Fitzgerald
Robert O'Reilly
James Ritchie
Ciaran O'Leary

Consultants

Jennifer O'Neill
Sonia Mubarek
Tom Simpson

Locations

Dublin
Galway
London

we are further instructed that our client intends to develop its property and is currently in the process of finalising its plans. Please note that our client will not be frustrated in its development plans by the unlawful installation of the window/doorway by your client.

Your letter does not indicate on what basis you would issue proceedings and as set out above, we fail to see how there could be any grounds for your client to issue proceedings. We confirm that we have authority to accept service of proceedings on behalf of our client in the event that such proceedings are issued. However, please note that such proceedings will be vigorously defended by our client and we reserve our client's right to bring any necessary applications including, if required, an application to immediately strike out any such proceedings with costs awarded to our client on the basis that such proceedings are frivolous and vexatious and/or disclose no reasonable cause of action.

Yours faithfully,

Sent by email and, accordingly, bears no signature

LK Shields Solicitors LLP

MALLIN O'TOOLE LAW FIRM

30 Upper Pembroke Street Dublin 2 Ireland

T +353 1 234 2563

F +353 1 234 2400



FAO Ms Muireann Granville
LK Shields
40 Upper Mount Street
Dublin 2

BY POST AND BY E-MAIL: mgranville@lkshields.ie

21 June 2021

Our Ref: ABR-Lit-50-21

Your Ref: MGE 10053 9001 2101 6741

Our Client: Mr Andreas Brüggener **Your Client:** Mr Brendan Trears / Creative Real Estate Property Limited

RE: TRESPASS TO 2 BRABAZON STREET, DUBLIN 8

Dear Sirs

We refer to the above and your letter of 11 June 2021.

We are compelled to observe the somewhat unusual calibre of correspondence issuing from your office in respect of this matter. In short, you continue to threaten proceedings seeking "*declarations in respect of the ownership of the wall*", having apparently laid claim to it, yet you seem determined not to set out the factual or legal basis upon which such a claim could be grounded, despite several requests that you do so.

If your client is in fact going to issue the proceedings threatened then we suggest that they do so now without any further delay and we confirm that we are authorised to accept service.

We note that you have confirmed that your client has no intention of re-erecting the hoarding, yet your client refuses to confirm his undertaking not to re-apply the hoarding. The only available inference in respect of this refusal is that Mr Trears reserves what he considers as his entitlement to re-erect the hoarding any time he sees fit. That position is not acceptable to our client for obvious reasons. In the circumstances, we request, for the final time, confirmation of your client's undertaking that the hoarding will not be re-erected.

Contrary to your letter of 11 June 2021, we are instructed that the holes in our client's wall which were drilled by Mr Brendan Trears, are of a depth of up to 150mm, more than half the depth of the relevant brick in place. The holes will, if left unfilled, continue to allow moisture to penetrate into the wall and cause significant further damage to our client's property. We re-iterate our request that you confirm that your client will make good the damage caused to the wall, as per our letter of 8 June 2021

If it is the case that your client intends to issue proceedings seeking a declaration that our client does not own the rear façade of his own house, then one would assume that the status quo should prevail until such time as your client is declared to be the owner, as you seem to anticipate. In such

circumstances it is quite clear that your client should reinstate the holes in the wall and confirm his undertaking not to re-erect the hoarding pending the determination of the proceedings you threaten.

In the event that we do not have your client's proceedings by 30 June 2021 our client reserves his position in respect of issuing proceedings, without further notice, in respect of your client's trespasses to date and the concomitant property damage caused to our client's wall in the course of the trespass in question, to include punitive and or exemplary damages.

We await hearing from you.

Yours faithfully

Mallin O'Toole

MALLIN O'TOOLE LAW FIRM

**Andreas Brüggener, Gortagullane Muckcross, Killarney, Co. Kerry
Tel.: 064 6636633**

**Dublin City Council
Planning Enforcement
Planning & Property Development Department,
Block 4, Floor 2, Civic Office
Wood Quay
Dublin 8**

17.06.2019

Re: 1 Brabazon Street/ 79 The Coombe, Dublin 8

Dear Sir/ Madam,

I would first and foremost like to apologize for having to re-open this matter, however I feel given the behavior of my neighbour over the past few months I have been left with no other choice.

My last correspondence with your office in relation to the above-mentioned property was a letter dated 04.01.2019 (*copy attached*). The most notable take away from that letter was the fact that DCC received a letter from the previous owner stating that the rooms on the first and second floors were used as accommodation during his ownership (between the years 1997 - 2017.)

This statement is demonstrably false. The rooms located on the second floor had been so badly damaged by water leaks from the roof over the years that they were wholly inhabitable. The rooms on the first floor were in an equally bad condition and only used as storage and for the video surveillance of the pub located on the ground floor. I am aware of this, as I was personally on site to view both floors back in 2015. From this visit with the previous owner, one thing was abundantly clear: These rooms had not been used for accommodation for many years. That is why I was so baffled to read the previous owner's statement and I can only speculate as to his motive for making such. Following extensive renovation works by the current owners in 2018, the rooms were then made habitable and as you investigated, were made available on Airbnb for short term lettings.

The fact that the derelict state of the two floors was rectified by the new owners is something I very much welcome, particularly given the dire accommodation situation in Dublin City.

However, the statement received from the current owners, namely that they have now rented the rooms to permanent tenants, is only partly true. Although there are some tenants who live there permanently, there are still many more who still avail of short-term lettings of the other rooms.

But this is however not the reason I am writing today.

The pressing reason for this letter is that the owners of 1 Brabazon Street, who are also the owner of the adjacent pub, allows their tenants and short-term guests alike to **use the roof of the pub as a roof garden/ balcony**, which understandably results in considerable annoyance to my family and tenants of the property, in terms of both noise and privacy in our back yard.

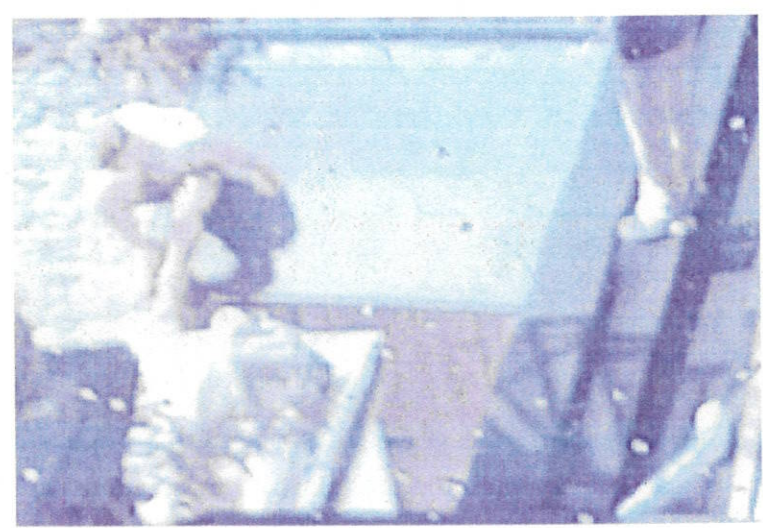
I have asked Mr. Brendan Trears, one of the owners, several times both verbally and finally in written with a letter dated 07.06.2019 (**copy attached**) to ensure that his tenants and guests do not use the roof as a roof garden/ balcony moving forward. Unfortunately, this has been entirely ignored. I would urge you to please read this letter which outlines my concerns and the recent trespass incidents.

To help contextualize and illustrate the situation, please see below a limited sample of screen shots taken from CCTV footage:

Tenant / Short Term Guest trespassing into my back yard:



another trespasser with his friend standing on the edge (3 meter drop) spectating:



Backpackers:



Drunk and disorderly at 5:30 am



Individual spitting into our yard



Standing on the edge and spitting (once again) into our yard

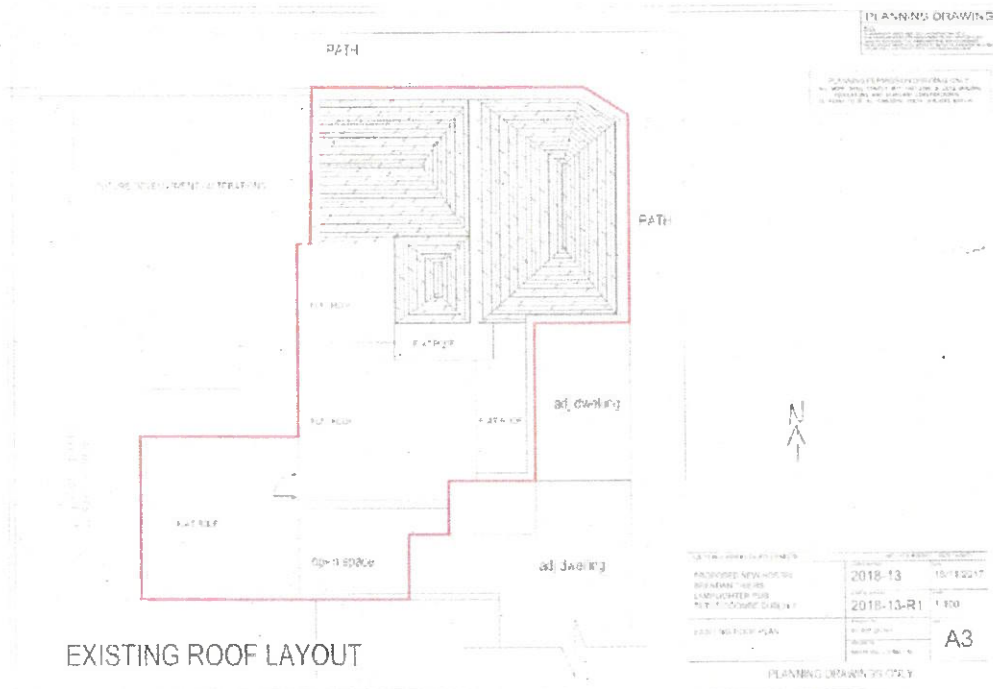


Party time.....

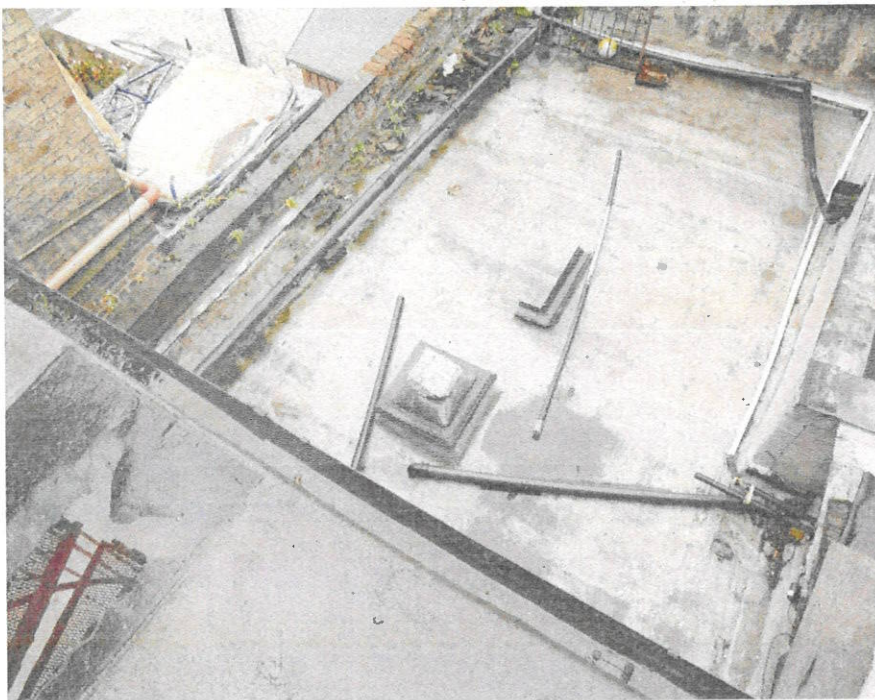


In their recent planning application (No. **2676/18**) the owner: Create Real Estate Limited ("CREL") had applied to build an extension over part of the roof area, which is shown in their drawing "existing roof plan" attached to their building application, and to use the rest as "roof top open space", which appears to me to be a roof garden/ balcony.

Existing roof layout:



Photos of the roof at the stage when Planning application was made:



By my understanding, by rejecting the entire planning application, all requests for changes, including extending part of the roof and the conversion of the remaining roof area to a roof garden/ balcony were all rejected.

Despite this rejection, the owners have carried out works on the roof which now facilitates and encourages it's use it as a roof garden/balcony.

- 1) the two roof areas of different heights were re-worked by raising one of the areas significantly. The underlying support of both roof areas has also been strengthened.
- 2) a staircase was built for easy access from the front roof area to the back roof area.
- 3) a screen wall has been erected with the adjacent property 78 The Coombe
- 4) a couch has been permanently placed on the roof.

Increase in roof height shown in mm (approx):

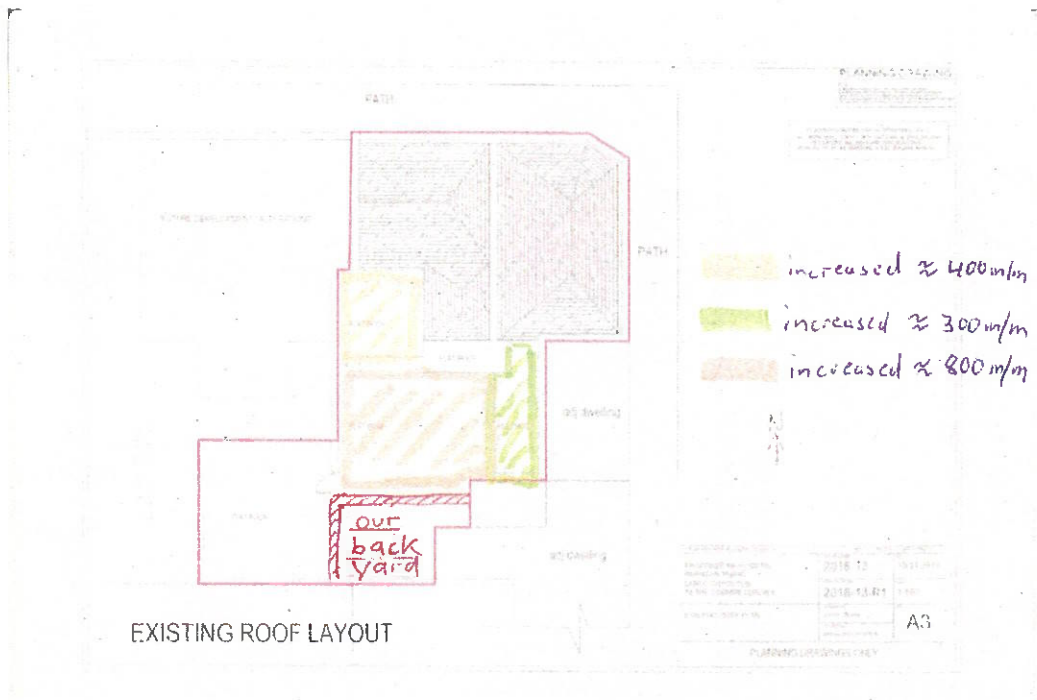
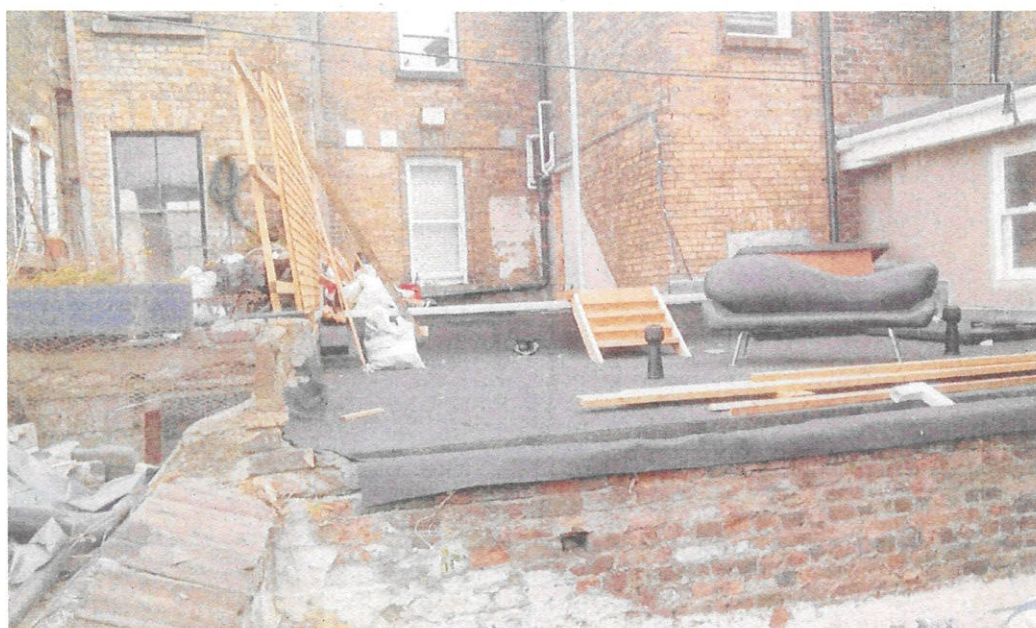


Photo taken from our backyard - new increased roof areas with coach, stairs and screen wall



In light of this blatant disregard for a planning decision and significant changes in the use of this roof, I would like to ask DCC to investigate further and make it clear to CREL that the roof over the pub may not be used as a roof garden/balcony.

In light of the change, my family and my tenants can only use our back yard area for storage. As we enter the summer month, we would like to use our back yard again in private and without various guests peering down from the roof above. I am also deeply concerned that given the number of visitors on the roof and the total lack of any barrier/barrister to my property (a drop of 3 meters), that a tenant or short term guest of 1 Brabazon Street will likely fall into my back yard and seriously injure himself.

If DDC needs more information or would like to inspect the roof garden, I will happily assist and facilitate access to my property should it be required. I am of course eager to put a stop to this behavior.

Finally, could you also please acknowledge receipt of this letter.

Sincerely,

Andreas Brüggener