

[Your Full Name]
[Your Address]
[Phone Number]
[Email Address]
Date: [Insert Date]

To:
The Juristic Person
[Condominium Name]
[Condominium Address]
Phuket, Thailand

Subject: Formal Objection and Request for Clarification Regarding Short-Term Rental Restrictions (Unit [Number])

Dear Committee Members,

I am the registered owner of Unit [Unit Number] at [Condominium Name], and I am writing to formally object to the recent communications and signage indicating that short-term rentals (under 30 days) are not permitted. I also wish to clarify my legal rights and request your formal response to avoid unnecessary conflict.

Legal Clarification:

1. Hotel Act B.E. 2547 (2004) – Section 4 Exemption

As per the Ministerial Regulation issued on 19 November 2008, property owners who own fewer than four units in a building and offer short-term rentals are exempt from registering as a hotel. This is further supported by an announcement from the Department of Provincial Administration, which acknowledges the exemption under these specific conditions. My ownership and rental activity fall within this legal exemption, meaning I am permitted to legally rent my unit on a short-term basis without a hotel license.

2. Condominium Act B.E. 2522 (1979) – Sections 33 and 49

According to Thai condominium law:

- Any regulation restricting owner use (such as banning short-term rentals) must be approved by a two-thirds majority vote of all co-owners at a duly convened general meeting.
- Any rule passed must not contradict existing national law or infringe upon individual ownership rights (Section 49).
- If such a rule is passed, it must be properly registered and communicated to all co-owners.

Unless I am provided with written evidence that such a regulation was properly passed and lawfully adopted, I consider any short-term rental prohibition non-binding and unenforceable.

3. Relevant Legal Case – Black Case No. 1196/2555 (Phuket Provincial Court)

In a similar dispute in Phuket, the court ruled in favor of a unit owner who rented their unit short-term, finding that the condominium's internal regulations could not override national laws or the rights of private ownership, particularly where the Hotel Act exemption applied.

4. Consumer Protection and Civil Code

Under the Thai Civil and Commercial Code and relevant consumer protection laws, obstructing guest access, threatening to cut utilities, or harassing guests and owners may be considered:

- Unlawful interference with property rights
- Tortious conduct that exposes the juristic person to civil liability
- Potentially criminal under Sections 397 and 420 of the Penal Code if damage, loss of income, or distress is caused

Compensation and Legal Action

Please be aware that any attempt to unlawfully interfere with my legal right to rent my unit—including threats to disconnect utilities, block guest access, or apply unratified rules—may result in legal proceedings. These would seek:

- Recovery of financial losses due to lost income
- Compensation for reputational damage
- Court orders or injunctions to prevent further interference

I trust the juristic person would not want to expose itself to unnecessary liability or reputational risk and instead will work with owners in compliance with Thai law.

Formal Request:

To avoid escalation, I respectfully request written clarification within 7 days on the following:

- Was any vote legally held and passed (by a two-thirds majority) to ban short-term rentals?
- Has the restriction been properly registered under condominium law?
- Will the juristic person confirm in writing that no interference (including utility disruption or guest obstruction) will occur in relation to my unit?

I remain open to cooperation and respectful communication and hope we can resolve this without further legal steps. Thank you for your attention, and I look forward to your prompt response.

Kind regards,

[Your Full Name]

Owner – Unit [Number]

[Email Address]

[Phone Number]