

In the matter of the General Data Protection Regulation

DPC Complaint Reference: [REDACTED]

IMI Complaint Reference Number: [REDACTED]

In the matter of a complaint, lodged by [REDACTED] with Integritetsskyddsmyndigheten (Sweden DPA) pursuant to Article 77 of the General Data Protection Regulation, concerning Airbnb Ireland UC

Record of Amicable Resolution of the complaint and its consequent withdrawal pursuant to Section 109(3) of the Data Protection Act, 2018

Further to the requirements of EDPB Guidelines 06/2022 on the practical implementation of amicable settlements Version 2.0 (adopted on 12 May 2022)

**RECORD OF AMICABLE RESOLUTION FOR THE
PURPOSE OF EDPB GUIDELINES 06/2022 ON THE
PRACTICAL IMPLEMENTATION OF AMICABLE
SETTLEMENTS VERSION 2.0, ADOPTED 12 MAY 2022**

Dated the 13th day of June 2023



Data Protection Commission
21 Fitzwilliam Square South
Dublin 2, Ireland

Background

1. [REDACTED] (“the **Data Subject**”) lodged a complaint pursuant to Article 77 GDPR with the Sweden DPA (“the **Recipient SA**”) concerning Airbnb Ireland UC (“the **Respondent**”).
2. In circumstances where the Data Protection Commission (“the **DPC**”) was deemed to be the competent authority for the purpose of Article 56(1) GDPR, the Recipient SA transferred the complaint to the DPC on 1 April 2022.

The Complaint

3. The details of the complaint were as follows:
 - a. The Respondent informed the Data Subject of the deactivation of their account due to a serious violation of its Community Standards. The Data Subject then requested the erasure of all their personal information from the Respondent’s systems. The Data Subject also asked what personal data the Respondent retained about them.
 - b. The Respondent’s customer service agent sought confirmation that the Data Subject was seeking the deactivation of their account. In response, the Data Subject clarified that they wanted their personal data to be deleted and that, prior to deletion, they wanted access to whatever personal data the Respondent held.
 - c. Although the requests were then forwarded to another member of the Respondent’s customer service team, the Data Subject did not receive a response.

Action taken by the DPC

4. The DPC, pursuant to Section 109(4) of the Data Protection Act, 2018 (“the **2018 Act**”), is required, as a preliminary matter, to assess the likelihood of the parties to the complaint reaching, within a reasonable time, an amicable resolution of the subject-matter of the complaint. Where the DPC considers that there is a reasonable likelihood of such an amicable resolution being concluded between the parties, it is empowered, by Section 109(2) of the 2018 Act, to take such steps as it considers appropriate to arrange or facilitate such an amicable resolution.
5. Following a preliminary examination of the material referred to it by the Recipient SA, the DPC considered that there was a reasonable likelihood of the parties concerned reaching, within a reasonable time, an amicable resolution of the subject matter of the complaint. The DPC’s experience is that complaints of this nature are particularly suitable for amicable resolution in circumstances where there is an obvious solution to the dispute, if the respondent is willing to engage in the process. In this regard, the DPC had regard to:
 - a. The relationship between the Data Subject and Respondent (being, in this case, an individual consumer and a service provider); and

- b. The nature of the complaint (in this case, an unsuccessful attempt by the Data Subject to exercise their data subject rights).
6. While not relevant to the assessment that the DPC is required to carry out pursuant to Section 109(4) of the 2018 Act, the DPC also had regard to EDPB Guidelines 06/2022 on the practical implementation of amicable settlements Version 2.0, adopted on 12 May 2022 (“**Document 06/2022**”), and considered that:
 - a. the possible conclusion of the complaint by way of amicable resolution would not hamper the ability of the supervisory authorities to maintain the high level of protection that the GDPR seeks to create; and that
 - b. such a conclusion, in this case, would likely carry advantages for the Data Subject, whose rights under the GDPR would be vindicated swiftly, as well as for the controller, who would be provided the opportunity to bring its behaviour into compliance with the GDPR.

Amicable Resolution

7. The DPC engaged with both the Data Subject (via the Recipient SA) and Respondent in relation to the subject-matter of the complaint. On 8 August 2022, the DPC outlined the complaint to the Respondent. The DPC raised a number of queries with the Respondent in relation to the requests, the deactivation of the Data Subject’s account, and any data it had retained following that deactivation.
8. In its response of 5 September 2022, the Respondent explained that, following a thorough review process, the Data Subject had been removed from the platform for safety and security reasons following a complaint from another user. The Respondent outlined that it had informed the Data Subject of its decision and had afforded them the opportunity to appeal by providing further information that might affect its decision. However, the Respondent outlined that the Data Subject had instead sought access to their personal data, to be followed by its deletion. The Respondent asserted that unfortunately, the agent communicating with the Data Subject did not identify the access aspect of the request. However, the agent in question did respond to the Data Subject to confirm that the deletion request had been refused given the serious nature of the reasons behind the deactivation of the account.
9. The Respondent stated that, having reviewed the matter, it would now facilitate the access and deletion requests, subject to the withholding of certain necessary material, pursuant to Article 15(4) GDPR, relating to the incident in question. The Respondent stated that it would contact the Data Subject directly in this regard.
10. However, the DPC considered the Respondent’s response did not fully address the DPC’s queries and wrote to the Respondent again on 4 October 2022 requesting further details. The DPC also had some additional queries arising from the Respondent’s response of 5 September 2022: the DPC noted that the customer service agent had understood the Data Subject to be requesting the “deactivation” of their account, despite the Respondent having already been

informed that their account had been “removed” and that they were no longer able to access their account. The DPC therefore asked the Respondent to explain the distinction between a user being no longer able to access their account and a user’s account being deactivated, and the implications of this. The DPC also noted the Respondent’s assertion that the Community Support representative had not recognised the access aspect of the Data Subject’s request and subsequently refused the Data Subject’s erasure request. The DPC therefore requested that the Respondent outline the actions it had taken, in response to this missed access request, to improve its processes and to safeguard against similar incidents occurring again in the future.

11. On 18 October 2022, the Respondent responded to the DPC and provided, subject to strict conditions of confidentiality, further details of the Data Subject’s violation of its Community Standards. The Respondent also provided a more detailed explanation of how it responded to and addressed the violation in question, the appeal process made available to the Data Subject, and the balancing test it carried out pursuant to Article 15(4) GDPR in refusing to provide certain data to the Data Subject.
12. The Respondent provided a copy of its correspondence to the Data Subject dated 9 June 2021 which explained that the Data Subject’s account had been deactivated and demonstrated how the Data Subject was directed to the Respondent’s privacy policy for options relating to their rights in such circumstances. The Respondent also explained to the DPC that the information it had withheld pursuant to Article 15(4) GDPR consisted of third party and confidential internal data relating to the incident that resulted in the Data Subject’s account suspension and the Respondent’s investigation of it.
13. In response to the DPC’s query regarding the distinction between an account deactivation and removal, the Respondent explained that the Data Subject’s account “removal” (i.e. disablement) from the Respondent’s platform, did not result in the account being deleted. In effect, it was deactivated in a manner that removed it from the public platform and prevented the Data Subject from accessing it. When the Data Subject subsequently sought deletion of their account, their request was transferred to a different team. Following the Respondent’s review of the relevant exchange with the Data Subject, it determined that the agent in question inadvertently conflated account deactivation and account deletion.
14. The Respondent further outlined that it was reviewing its customer services practices and policies with a view to upskilling its agents and improving agent engagement with its users. The Respondent noted the difficulties posed by the large number of user engagements its agents engaged in and across a wide variety of topics, and highlighted that more nuanced requests can sometimes create confusion. The Respondent explained that it was working to remediate these issues in order to prevent reoccurrence in the future. The Respondent also clarified that it had responded to the Data Subject’s access request in full and provided them with a copy of their access file directly via email. At this point, the DPC was also satisfied that the Data Subject’s erasure request had been actioned also.

15. On 22 November 2022, the DPC wrote to the Data Subject setting out in full the Respondent's response to their complaint and the explanations provided. This letter was received by the Data Subject (via the Recipient SA) on 18 January 2023. When doing so, the DPC noted that, in light of the detailed explanations provided and the Data Subject's access and erasure requests having being facilitated, the dispute between the Data Subject and Respondent appeared to have been resolved. In the circumstances, the DPC asked the Data Subject to notify it, within three weeks, if they were not satisfied with the outcome, so that the DPC could take further action. The DPC did not receive any further communication from the Data Subject and, accordingly, the complaint has been deemed to have been amicably resolved.
16. On 10 May 2023, and in light of the foregoing, the DPC wrote to the Recipient SA noting that the DPC considered the complaint to have been amicably resolved and withdrawn in accordance with section 109(3) of the Act and that it would conclude the case and inform the Respondent.
17. In circumstances where the subject-matter of the complaint has been amicably resolved, in full, the complaint, by virtue of Section 109(3) of the 2018 Act, is deemed to have been withdrawn by the Data Subject.

Confirmation of Outcome

18. For the purpose of Document 06/2022, the DPC confirms that:
 - a. The complaint, in its entirety, has been amicably resolved between the parties concerned;
 - b. The agreed resolution is such that the object of the complaint no longer exists; and
 - c. Having consulted with the supervisory authorities concerned on the information set out above, as required by Document 06/2022 the DPC has now closed off its file in this matter.
19. If dissatisfied with the outcome recorded herein, the parties have the right to an effective remedy by way of an application for judicial review, by the Irish High Court, of the process applied by the DPC in the context of the within complaint.

Signed for and on behalf of the DPC:



A handwritten signature in black ink, appearing to read 'Tom Delaney', is written over a horizontal line.

Deputy Commissioner

Data Protection Commission