An Roinn Fiontar,
Turasóireachta agus Fostaíochta
Department of Enterprise,
Tourism and Employment

Statement by the Ireland National Contact Point for the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct

Specific Instance Complaint from an individual against Airbnb Ireland Unlimited Company

Date (19/11/2026)

The objective of the initial assessment process under the Implementation Procedures is to determine whether the issues raised in the specific instance warrant further examination. If so, the NCP will offer or facilitate access to consensual and non-adversarial procedures, such as dialogue, mediation or conciliation (e.g. 'good offices') to the relevant parties.

As specific instances are not legal cases and NCPs are not judicial bodies, MCPs cannot impose sanctions, directly provide compensation nor compel parties to participate in a conciliation or mediation process.

The Ireland NCP is a standalone unit and is situated in the Department of Enterprise, Tourism and Employment.

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Overview of the NCP and its role

1. The OECD Guidelines for Multinational Enterprises on Responsible Business Conduct ("the Guidelines") are recommendations addressed by governments to multinational enterprises. They aim to encourage positive contributions enterprises can make to economic, environmental and social progress, and to minimise adverse impacts on matters covered by the Guidelines that may be associated with an enterprise's operations, products and services.

2. The Guidelines cover all key areas of business responsibility, including human rights, labour rights, environment, bribery and corruption, consumer interests, disclosure, science, technology and innovation, competition, and taxation.

3. All governments adhering to the OECD Guidelines have the legal obligation to set up a National Contact Point (NCP) with the role of 'furthering the effectiveness of the Guidelines'. The role of NCPs is:
    a. To raise awareness and promote observance of the Guidelines, and related due diligence guidance;
    b. To provide a non-judicial mechanism to assist in the resolution of 'specific instances' complaints (referred to as 'Complaints') relating to the Guidelines;
    c. To support efforts by their government to develop, implement, and foster coherence of policies to promote responsible business conduct.

4. The Ireland NCP is an independent, standalone unit and is part of the Department of Enterprise, Tourism and Employment.

Summary of the Ireland NCP decision

5. The Complaint was submitted to the Ireland NCP on 27 April 2026 by an individual (hereinafter "the Complainant"). The Complaint is against Airbnb Ireland Unlimited Company (hereinafter "the Enterprise"), a subsidiary of Airbnb Inc (hereinafter "the Parent Company"). The Enterprise serves as the Parent Company's European, Middle East and African (EMEA) headquarters and is responsible for the administration of all Airbnb listings and bookings located outside the USA, China and Japan.

6. The Complainant alleges that the Enterprise has breached the Guidelines in respect of Chapter II – (General Policies); Chapter III (Disclosure); Chapter IV (Human Rights); Chapter VIII (Consumer Interests); and Chapter IX (Science, Technology and Innovation) due to the treatment the Complainant received by the host of the rental property in Colombia, the actions of the Enterprise during the Complainant's stay at

one of the Enterprise's rental property listings and in the aftermath of the rental agreement being cancelled.

7. The Enterprise refutes the allegations made, referencing ongoing parallel proceedings within Colombia and the risk of creating serious prejudice should the Ireland NCP proceed. The Enterprise also refutes their involvement in the matter as it relates primarily to the conduct of an individual accommodation host rather than to the Enterprise itself.

8. The Ireland NCP informed the Colombian NCP of the Complaint for their information. As the Enterprise is located in Ireland, the Ireland NCP decided to be the lead NCP in this instance.

9. Considering the information received from the parties, the Ireland NCP has decided to partially accept the complaint.

10. While the NCP is cognisant of the Enterprise's concerns regarding interfering with parallel proceedings in Colombia, a number of the parallel proceedings that the Complainant initiated have now concluded.

11. The parallel proceedings that are ongoing relate solely to the alleged conduct of the host and co-host of the rental property, and the concerns relating to a potential data breach by the Enterprise.

12. The current parallel proceedings do not, therefore, relate to all alleged breaches of the Guidelines. Whilst the NCP notes that the enterprise provides a platform for third parties, the NCP believes that there is merit in considering this case further focusing on the cancellation of the booking and subsequent response from the Enterprise, including the support provided by the Enterprise to the Complainant and the consequences for the host. The NCP will henceforth consider this Complaint in terms of a potential breach of Chapter II (General Policies); Chapter III (Disclosure); Chapter IV (Human Rights); and Chapter VIII (Consumer Interests).

13. The Ireland NCP sets out the reasons for this decision in the interests of transparency and accountability.

Object of the complaint

14. The Ireland NCP received the complaint on 27 April 2026.

15. The Complainant submitted the complaint to the Ireland NCP as the Enterprise is responsible for listings on the platform outside the USA, China and Japan, and this matter related to one of the Enterprise's rental property listings in Colombia.

16. The Complainant alleges that the Enterprise breached their obligations under the Guidelines due to the treatment the Complainant received by the host of the rental property in Colombia, the actions of the Enterprise during the Complainant's stay at one of the Enterprise's rental property listings and in the aftermath of the rental agreement being cancelled.

17. Key Events alleged by the Complainant and the Enterprise:
    - On 8 August 2025, the Complainant made a reservation for a five-month period at an Airbnb listed property in Colombia. The Complainant and the host negotiated a reduced rate for the period, which the Complainant accepted and paid, therefore completing the booking.
    - However, the host claimed to have made a pricing error – only charging the Complainant for one month instead of five months; and when they sought to rectify the issue by requesting further payment, the Complainant refused.
    - The host requested the Enterprise to cancel the booking. The Enterprise declined to do so and informed the host that any cancellation must be initiated by the host, which could incur penalties as set out in Airbnb's Host Cancellation Policy[1]. The Enterprise proceeded to confirm the cancellation of the booking on 21 September 2025, which was communicated by the Airbnb Support. The Enterprise disputes its involvement in the cancelation of the booking and claims that as a platform that facilitates connections between its users namely "Hosts" (independent third parties who offer listings for accommodation, experiences and services on the Airbnb platform (a "Listing")) and "Guests" (who use the Airbnb platform to search for and book Listings) it has a limited role in policing how users of its services behave.
    - The Complainant states that, when cancelling the booking, Airbnb Support instructed him to check out immediately, and that the co-host told him the same evening that Airbnb staff had informed the co-host that that he – the Complainant – had to leave immediately.
    - Initially, the Complainant refused to vacate the property, and it appears that the host contacted the Colombian Police to assist with the vacation of the property. The Complainant states that he had been staying at the property since 8 September 2025. On the evening of 21 September 2025, after the cancellation, he asked Airbnb to relocate him before checking out, and informed Airbnb that the host was threatening to call the police if he did not check out by 11 p.m. and that the booking had been cancelled without his consent and without

[1] Host Cancellation Policy for homes - Airbnb Help Centre

alternative accommodation being secured. He stayed at the property overnight while seeking emergency relocation from Airbnb

- The Complainant vacated the property while the Police were on site on the 22 September 2025.
- In line with the Enterprise's policy on cancelled reservations, the Complainant received a refund of the amount paid to the host. The Enterprise also offered assistance with booking alternative accommodation. at a similar price point to what the Complainant initially paid for the five-month period.
- However, as the amount paid by the Complainant was substantially lower than any other available properties in the region due to the host's pricing error, the Enterprise was unable to find a suitable alternative. Instead, Airbnb offered the Complainant two coupons to be redeemed on another booking to the value of $50 in total. The Complainant states that his request for alternative accommodation on the price terms of the original booking was not met, and that the alternatives subsequently proposed by Airbnb were at market rates
- Following the Complainant's vacation of the property, on the 22 September 2025, the Complainant claimed to have received a text message from the co-host of the property with xenophobic and threatening content.

18. Specifically, the Complainant alleges the Enterprise:
    - Failed to carry out adequate risk-based due diligence in relation to adverse impacts connected with the Enterprise's operations.
    - Failed to intervene sufficiently in a case involving xenophobic abuse, threats, and safety concerns.
    - Failed to uphold consumer interests by cancelling a booking without prior consultation or consent.
    - Failed to provide transparency regarding an internal review performed after concerns were raised.

19. The Complainant notes that they have contacted the Enterprise through designated channels, including communications with Airbnb's Data Protection Officer (DPO) and Legal team. The Complainant notes that these communications relate to personal data, third-party exposure concerns and the preservation of evidence. The Complainant's submission states that the Enterprise denied sharing personal data to third parties involved in the matter, but that the Complainant's follow-up correspondence querying a substantive explanation has remained unanswered.

20. The Complainant seeks the following outcomes:

- A clear explanation of the Enterprise's role in the handling of the case.
- Preservation and review of relevant evidence, including support records, trust and safety records, cancellation records, internal notes, communications, access logs, audit logs, data-sharing/export histories and decision records.
- Human rights due diligence review of the case.
- Clarification of Airbnb's protocols when a guest reports xenophobic abuse, threats, personal data concerns, unsafe pressure to leave accommodation and police involvement.
- Effective remedy, including non-repetition measures and, if appropriate, individual remedial measures.
- Structural measures to prevent similar situations affecting foreign guests, migrants, consumers or vulnerable users in Colombia and other jurisdictions.

The Enterprise disputes these claims as they state that they have already provided the above to the Complainant through its publicly available Non-discrimination policy[2], its customer support service and online help centre[3]. The Enterprise states that the Complainant received a full refund for the cancelled reservation, that their customer support offered the Complainant assistance with rebooking an alternative accommodation and provided two coupons to the value of US $25 each.

21. In a follow-up response to the complaint, the Enterprise stated that in response to the text message sent to the Complainant by the property's co-host, the Enterprise:
    - Proceeded to investigate the incident in accordance with its policies of Non-Discrimination and Safety and decided to issue a final warning to the co-host.
    - This final warning constituted an explanation of how the host violated the Non-Discrimination Policy and that their account would be suspended until they confirmed that they read and understood the policy and agreed to abide by the terms going forward. The Enterprise also warned the co-host that any additional violations in the future of any of Airbnb's policies could result in more serious measures, such as the removal of their account.

22. The Enterprise states that any allegations of discriminatory language or threats made by its users are taken seriously and are laid out in its Non-Discrimination and Safety Policy and claim that any reports of breaches are dealt with swiftly and diligently.

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[2] Nondiscrimination Policy - Airbnb Help Centre
[3] Customer Service - Airbnb Help Centre

Guidelines provisions cited by the Complainant

As this Complaint is being partially accepted by the NCP, below are the provisions cited by the Complainant that are under consideration by the NCP.

Chapter II: General Policies

A11: *Carry out risk-based due diligence, for example by incorporating it into their enterprise risk management systems, to identify, prevent and mitigate actual and potential adverse impacts as described in paragraphs 12 and 13, and account for how these impacts are addressed. The nature and extent of due diligence depend on the circumstances of a particular situation.*

A12: *Avoid causing or contributing to adverse impacts on matters covered by the Guidelines, through their own activities, and address such impacts when they occur, including through providing for or co-operating in the remediation of adverse impacts.*

A13: *Seek to prevent or mitigate an adverse impact where they have not contributed to that impact, when the impact is nevertheless directly linked to their operations, products or services by a business relationship. This is not intended to shift responsibility from the entity causing an adverse impact to the enterprise with which it has a business relationship.*

Chapter III: Disclosure

2: *Disclosure policies of enterprises should include, but not be limited to, material information on:*

h) *foreseeable risk factors.*

3: *It is also important that enterprises communicate responsible business conduct information including as part of their responsibility to carry out due diligence. Some of this information may also be material under paragraph 2. Responsible business conduct information can include:*

d) *the enterprise's identified areas of significant impacts or risks, the adverse impacts or risks identified, prioritised and assessed, as well as the prioritisation criteria;*

f) *information on internal audit, risk management and legal compliance systems.*

Chapter IV: Human Rights

2: *Within the context of their own activities, avoid causing or contributing to adverse human rights impacts and address such impacts when they occur;*

3: *Seek ways to prevent or mitigate adverse human rights impacts that are directly linked to their business operations, products or services by a business relationship, even if they do not contribute to those impacts;*

5: *Carry out human rights due diligence as appropriate to their size, the nature and context of operations and the severity of the risks of adverse human rights impacts;*

6: *Provide for or co-operate through legitimate processes in the remediation of adverse human rights impacts where they identify that they have caused or contributed to these impacts.*

Chapter VIII: Consumer Interests

3: *Provide consumers with access to fair, easy to use, timely and effective non-judicial dispute resolution and redress mechanisms, without unnecessary cost or burden.*

8: *Take into consideration, in applying the above principles, i) the needs of consumers, especially those who may be experiencing vulnerability or disadvantage, and ii) the specific challenges that e-commerce may pose for consumers.*

The Initial Assessment process

23. The purpose of the Initial Assessment is to determine if the issues raised in the Complaint merit further consideration by the Ireland NCP. It is not intended to be a detailed assessment/fact-finding analysis of the Complaint, or a detailed assessment of the Enterprise's rebuttal of the Complaint. **It does not determine whether the Enterprise has acted consistently or inconsistently with the Guidelines.**

The Proceedings of the NCP to date

Date	Action that occurred
27 April 2026	Complainant submitted Specific Instance to IE NCP
13 July 2026	IE NCP held first call with complainant
14 July 2026	IE NCP informed Enterprise of the complaint
4 August 2026	IE NCP held first call with Enterprise. NCP requested a response to the issues raised in the complaint.
18 September 2026	Enterprise submitted their response which was shared with the Complainant. The Enterprise requested that the response be treated with confidentiality.
21 September 2026	NCP shared the Enterprise's response with the Complainant, requesting written confirmation that it would not be shared with third parties. NCP invited the Complainant to submit a response.
21 September 2026	Complainant issued their response.
21 September 2026	NCP informed both the Enterprise and the Complainant that they would begin drafting the Initial Assessment, which would take approximately one month.
19 November 2026	Initial Assessment published by the IE NCP

Initial Assessment by the NCP

24. The NCP has decided to partially accept this Specific Instance based on the submissions from the parties. While the Ireland NCP is cognisant of the parallel proceedings in Colombia, it believes that the NCP partially accepting the case will not impact any ongoing judicial process.

25. Whilst the NCP notes that the Enterprise provides a platform for third parties, the NCP believes that there is merit in considering this case further, focusing on the cancellation of the booking, the subsequent response from the Enterprise, including the support provided by the enterprise to the complainant and the consequences for the host and possible non-repetition measures to prevent similar situations in the future.

26. The Ireland NCP took the following points into consideration in arriving at this decision:

(a) Identity of the Complainant and their interest in the matter

27. The Complainant is an individual who made a booking on the Enterprise's platform and the aforementioned events happened directly to them which the Complainant alleges had severe negative impacts on them.

28. The Ireland NCP considers the Complainant to have legitimate interests in the issues raised in the Complaint.

(b) Whether the issues raised are material and substantiated

29. The issues raised in the Complaint relate to a cross-section of matters covered by Chapters II (General Policies); III (Disclosure); IV (Human Rights); and VIII (Consumer Interests) of the Guidelines.

30. The Complainant provided substantial evidence, including but not limited to:
    - Correspondence with the host via the Airbnb platform.
    - Confirmation of the booking.
    - The changes to the price of the booking.
    - The cancellation of the booking by Airbnb and the subsequent demand to vacate the property.
    - Correspondences with various members of Airbnb's customer service team.
    - Correspondences with Airbnb's DPO and Legal teams.
    - Offers of remediation from Airbnb.
    - Text message from the co-host with xenophobic and threatening content.
    - Police reports.
    - Documents from parallel proceedings.

(c) Whether the Enterprise is covered by the Guidelines

31. The Enterprise is a subsidiary of the Parent Company, which is an online property rental corporation, allowing people to list and book properties for rental stays. The Enterprise, headquartered in Ireland serves as the EMEA headquarters and is responsible for the processing and administration of listings and bookings outside the USA, China and Japan.

32. The Ireland NCP is satisfied that the Enterprise is covered by the Guidelines.

d) Whether there seems to be a link between the Enterprise's activities and the issues raised in the Complaint

33. The Ireland NCP notes that the Complaint relates to the Enterprise's response to the issues that arose between the Complainant and the host who had listed their property on the Enterprise's platform. The primary issues that arose were due to the Enterprise executing the host's request to cancel the booking without the Complainant's consent and the alleged insufficient response and assistance when the Complainant received the text message from the co-host. The Enterprise disputes this link as they state that they are an online platform through which the Complainant and the host connected with one another.

34. The Ireland NCP considers there is a sufficient link between the Enterprise's activities and the issues raised in this Complaint.

e) The extent to which applicable law and or/procedures limit the NCP's ability to contribute to the resolution of the issues and/or the implementation of the Guidelines

35. The Complainant informed the Ireland NCP in its submission and ongoing correspondence that they had lodged multiple complaints in various local judicial processes in Colombia including:
    - The Office of the Attorney General in Colombia (Fiscalía General de la Nación).
    - The Colombian Police.
    - Superintendency of Industry and Commerce (SIC)

36. By partially accepting this Complaint, the Ireland NCP's examination of the Complaint should not impinge on any remaining ongoing proceedings.

f) Whether the examination of the issues would contribute to the purpose and effectiveness of the Guidelines

37. The Ireland NCP has considered the information provided by both parties and took the ongoing parallel proceedings into account. The Ireland NCP has decided that partially accepting the Complaint would contribute to the purpose and effectiveness of the Guidelines as it believes there is merit in proceeding to the next step with the offer of Good Offices, while avoiding inadvertently impinging on parallel proceedings.

Conclusion

38. The Ireland NCP determines that pursuing this Complaint can contribute to the resolution of the issues raised for reasons set out above. It therefore will continue onto the next stage of the process and offer the NCP's Good Offices for mediation purposes to the Complainant and the Enterprise.

ENDS

Ireland National Contact Point
OECD Guidelines for Multinational Enterprises on Responsible Business Conduct
Department of Enterprise, Tourism and Employment