

6/11/2018

To the Chairperson and Members of
The Central Area Committee

Meeting: 11th December 2018

Item No:

**With reference to the proposed disposal of buildings at Ellis Court / Benburb Street,
Dublin 7 to Tuath Housing Association (The Applicant).**

Tuath Housing Association is an approved housing body and registered charity and has been recommended by Housing and Residential Services to refurbish the vacant building on Ellis Court.

It is proposed to dispose of the City Council's fee simple interest in buildings at Ellis Court / Benburb Street, Dublin 7 to Tuath Housing Association Limited, as shown outlined red on the attached map index number SM-2018-0618, subject to the following terms and conditions, which the Chief Valuer considers fair and reasonable:

1. That the subject property comprises 22 (twenty two) residential units within two buildings at Ellis Court and Benburb Street, Dublin 7, which are shown outlined in red on the attached map index number SM-2018-0618.
2. That the Council shall dispose of the fee simple title in the subject property to the applicant under the terms of the Low Cost Sites Scheme.
3. That the applicant has obtained planning permission (Ref. No. 3885/17 for refurbishment of 22 residential units and the Development shall comply with the planning permission (Ref No. 3885/17) granted and all other necessary statutory approvals.
4. That the disposal price shall be a sum of €2,794 (two thousand, seven hundred and ninety four euro) plus VAT (if applicable).
5. That the Title shall be transferred when the development is completed to the written satisfaction of Dublin City Council's Housing Department and the Mortgage Deed is executed.
6. That the Development will be funded through the Capital Assistance Scheme (CAS) and must be fully completed and made fit for occupation within the time frame agreed between the Executive Manager of Dublin City Council's, Housing and Community Services and the applicant.
7. That the applicant and its contractor and professional team shall be permitted to enter onto the subject property under an 18 (eighteen) months Building Licence agreement, on standard terms to be agreed, for the purposes of commencing the approved development. That the Building Licence agreement may be extended subject to Executive Manager approval.

8. That the Development shall commence on a date to be agreed between Housing and Community Services and the applicant. That the applicant shall not delay the commencement of the Development.
9. That the applicant shall satisfy the Council that it has adequate public liability and employers insurance and shall indemnify the City Council against any claims for compensation that may be made arising from its usage of the site. The current levels of insurance are €6.5m public liability insurance and €13m employer's liability insurance.
10. That the applicant shall insure the buildings during construction against fire and all other insurable risks with an approved insurance company and pay all necessary premiums. The insurance shall be in the joint names of the parties and will be for such an amount as will provide cover for full reinstatement values of so much of the buildings as is erect at any time together with a sum for professional fees and removal of debris charges.
11. That all road and footpath works shall be completed to the written satisfaction of the Council.
12. That there is an inhibition on the title that the subject property can only be used for social housing purposes.
13. That the Council shall have 100% nomination rights to all of the units constructed on site.
14. That should the subject property cease to be used for social housing purposes at any stage, then the units will revert free of charge to Dublin City Council subject to and with the burden of the Capital Assistance Scheme charge.
15. That a charge in favour of Dublin City Council for the Capital Assistance Scheme (CAS) shall remain on the title for a term of 30 years. The applicant shall comply in full with the Deed of Mortgage in respect of the CAS charge.
16. That in the event of the applicant's bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the site and all of the housing units, (partially completed or otherwise), at no cost to the Council, save in the case of a financial institution which has entered into a mortgage with the applicant subject to and with the burden of the Capital Assistance Scheme Charge.
17. That the applicant shall not sell, assign, sublet or part with possession of the property or part thereof without obtaining the written consent of the City Council, with the exception of tenancy and licence agreements with tenants or licensees for supported housing.
18. That each party shall be responsible for the own legal fees.
19. That the applicant shall be liable for the payment of VAT or Stamp Duty should any payments arise from this disposal.
20. That the legal agreement shall include any amendments and / or conditions deemed appropriate by Dublin City Council's Law Agent.

The dates for the performances of any of the requirements of the proposed agreement may be amended at the absolute discretion of the Executive Manager.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

Helen McNamara
Senior Executive Officer

20/11/2018
Date