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**With reference to the proposed grant of a 20 year lease to Balcurris Boys Hostel,  
Balbutcher Lane North, Ballymun, Dublin 11.**

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Ballymun Regeneration Limited, granted The Peter McVerry Trust CLG, a licence of Balcurris Boys Hostel which expired in 2012. The Trust has remained in occupation of the premises and in 2014 Dublin City Council regularised their occupation and a subsequent licence was given from 1<sup>st</sup> Jan 2015 to 31<sup>st</sup> December 2018.

Housing and Community Services have now requested that a 20 year lease be granted to the The Peter McVerry Trust CLG in respect of this premises. The premises is shown outlined red on the attached map BRL/071.

It is therefore proposed to grant a lease to the Peter McVerry Trust CLG subject to the following terms and conditions:

1. That the subject premises comprises Balcurris Boys Hostel located on Balbutcher Lane North, in Ballymun, which is shown outlined in red on attached map BRL/071.
2. That the lease shall be for a period of twenty years from the 1 January 2019.
3. That the subject premises shall be used solely as a boy's hostel to provide transitional residential service to adolescent males aged 12 and over and ancillary office use.
4. That the commercial rent shall be €54,000 (fifty four thousand euro) per annum. That provided the user clause (term 3 above) is strictly adhered to, the commercial rent shall be abated to €1,000 (one thousand euro) per annum, payable annually in advance on the 10 January at the start of each year, by standing order or electronic funds transfer.
5. That the Council shall be responsible for insuring the building and the tenant shall be liable for all other outgoings associated with its use of the premises including, inter alia, service charges, taxes, rates, utilities and waste disposal.
6. That the commercial rent and the abated rent shall be reviewed at the end of every fifth year of the term. The commercial rent shall be reviewed to open market rental value and the abated rent shall be reviewed by reference to variations in the Consumer Price Index between the relevant dates.
7. That the tenant may terminate this lease at the end of year 5, 10 & 15 subject to twelve months prior written notice.
8. That the tenant shall indemnify Dublin City Council against any and all claims arising from its use of the property. Public Liability Insurance (minimum of €6.5 million) and Employers Liability Insurance (minimum of €13 million) shall be required. The tenant shall also hold contents insurance.

9. That the tenant shall not assign, sublet or part with possession of the premises or any part thereof without the prior written consent of the Council.
10. That the abated rent is strictly personal to the Peter McVerry Trust CLG and shall not apply to any assignees or subtenants.
11. That the tenant shall be responsible for fully repairing and maintaining the premises.
12. That the tenant shall not carry out any works or structural alterations to the premises without prior written consent from the Council.
13. That in the event of the tenant ceasing to exist, then the Council reserves the right to terminate the lease and to resume possession and occupation of the premises.
14. That the tenant shall be responsible for the payment of any Stamp Duty that may arise on the creation of this lease.
15. That the tenant shall leave the building clean, cleared and tidy upon termination of this lease.
16. That each party shall be responsible for their own fees and costs incurred in this matter.
17. That the tenant shall comply with the Service Level Agreement with the Health Service Executive and the tenant shall ensure that its use and occupation of the premises complies with all necessary statutory consents.
18. That the tenant shall sign a Deed of Renunciation of rights to a new tenancy.

The disposal shall be subject to any such covenants and conditions as the Law Agent in his discretion shall stipulate.

The dates for the performance 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

The premises to be leased was acquired by Dublin City Council by agreement in fee simple from Richard Warner Wilkinson dated 15<sup>th</sup> February 1965.

This proposal was approved by the North West Area Committee at its meeting on 19<sup>th</sup> March 2019.

This report is submitted in accordance with the requirements of Section 183 of the Local Government Act, 2001.

**Resolution:**

“That Dublin City Council notes the contents of Report No. 127/2019 and assents to the proposal outlined therein”.

Dated this the 20<sup>th</sup> day of March 2019.

**Helen Mc Namara**  
**Senior Executive Officer**

