

4<sup>th</sup> December 2020

**To: The Chairperson and Members of  
Central Area Committee**

Meeting: 12<sup>th</sup> January 2021

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**With reference to the proposed grant of a Temporary Convenience Letting of a plot of ground at 163 Botanic Avenue, Glasnevin, Dublin 9**

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By Memorandum of Agreement dated 15<sup>th</sup> November 2011 a plot of ground adjoining 163 Botanic Avenue, Glasnevin, Dublin 9 more particularly delineated in red and coloured pink and yellow on Map Index No. SM-2011-0093 was demised by Dublin City Council to Una Sheehan for a period of 5 years commencing on the 1<sup>st</sup> November 2011 subject to an annual rent of €500.00 exclusive of all rates, taxes and other outgoings.

The agreement expired on 31<sup>st</sup> October 2016 and the tenant has been overholding under same. Accordingly to regularise the occupancy it is now proposed to grant a 5-year letting of the plot of ground adjoining 163 Botanic Avenue, Glasnevin, Dublin 9 to Una Sheehan subject to the following terms and conditions:

1. That the letting shall be for a period of 5 years, commencing on 1<sup>st</sup> November, 2016.
2. That the demised area is as shown outlined in red on the attached copy map (SM - 2011 - 0093) and has an area of c. 0.08 acres.
3. That the annual rent shall be the sum of €500 (five hundred euro), plus VAT if applicable.
4. That the tenant shall be responsible for all outgoings including rates, charges, fees and refuse charges that may become payable on the site during the period of the letting.
5. That the tenant shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject site.
6. That the demised area shall be used "for gardening purposes only", with the exception of the area highlighted in yellow on the attached copy map which shall be used "for car parking purposes only".
7. That the demised area shall be maintained to a high standard and shall seek to avoid any nuisance, noise or disturbance to adjoining residential developments.
8. That the tenant shall not apply for any planning permission for development on the site.
9. That the tenant shall be prohibited from erecting any mast, hoarding or signage on the site.
10. That the tenant shall not erect any structure or make any excavation on site.

11. That in the event of the tenant failing to comply with any of the terms and conditions herein contained, the Council may revoke the letting by giving the tenant notice in writing.
12. That at expiration or sooner determination of the letting the tenant shall return the site to the Council in a clean and tidy state.
13. That the applicant shall pay the Council's legal fees incurred in the grant of the letting and a Valuer's fee of €800 (eight hundred euro) plus VAT, if applicable.
14. That the tenant shall be responsible for the payment of any VAT or other taxes or charges due to the creation of the letting.
15. That the tenant must sign a Deed of Renunciation form prior to the signing of the Letting Agreement.
16. That the letting shall contain all the covenants and conditions normally contained in City Council lettings of this nature and any other terms and conditions deemed appropriate by the Law Agent.

**P. Clegg**

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**Executive Manager**

**11/12/2020**

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**Date**