

20th April 2021

**To: The Chairman and Members of
North Central Area Committee**

Meeting: 21st June 2021

Item No.

With reference to the proposed grant of Lease of the premises known as 2 Sybil Hill Road (ground floor), Raheny, Dublin 5 to Northside Home Care Services CLG

By an agreement dated 6th April 1967 a Temporary Convenience Letting of the ground floor and yard area of No. 2 Sybil Hill Road, Dublin 5 was granted to the Council for Co-ordination of Social Services. The letting was renewed annually for a number of years, initially at an annual rent of £26 but later increased to £100.

The letting did not include the upper floor of the building which comprises a social housing unit of accommodation.

The grant of a five year lease was approved by the City Council in 1987 but before it was executed the group opted not to proceed with this and to remain on a Temporary Convenience Letting basis.

In 2008 the City Council approved the grant of a 20-year lease to the group, by then known as KARE Social Services & Dublin City (Northbay) Citizens Information Services, with effect from the expiry of the most recent Temporary Convenience Letting, 29th March 2007 at an annual rent of €65,700 abated to €1,500 once the premises was used solely for non-profit making community purposes. (Council Report 416/2008 refer).

The grant of lease was never completed due to issues which arose not least the matter of a boundary issue and the requirement that the Council acquire title to a sliver of ground which lay within the proposed leasehold area. As a result the group, later renamed KARE Social Services and which more recently merged with Northside Home Care Services CLG, has been in continued occupation and over holding since 2007.

In order to regularise the occupation of the premises it is now proposed to grant a lease of the premises to Northside Home Care Services CLG, subject to the terms and conditions set out below:

1. That the lease shall be for a period of 20 years, commencing on 29th March 2007.
2. That the demised premises comprises of the ground floor only of the subject property shown outlined in red on Map Index SM2019-1236.
3. The rent shall be the sum of €65,700 (sixty five thousand, seven hundred euro) per annum, plus VAT if applicable and shall be reviewed at the end of every fifth year by reference to the open market rental value.
4. The initial rent shall be abated to €1,500 (one thousand, five hundred euro) per annum plus VAT if applicable provided that the property is used for the purposes of non-profit making community use, and shall be reviewed by reference to changes in the Consumer Price Index at the end of every fifth year.
5. That in the event of the property ceasing to be used for non-profit making community purposes, it will be subject to the appropriate open market rental value.

6. The lessee shall be responsible for all outgoing rates, charges, fees and refuse charges that may become payable on the subject property during the term of the lease.
7. The lessee shall permit the Council and its workmen at all reasonable times to enter upon the property to view the condition thereof.
8. The lessee shall be responsible for the repair and maintenance of the demised premises plus the associated outside parking and bin area. The lessee shall be responsible for a pro-rata proportion of the structural costs of repair and maintenance of the property as agreed between the parties based on the occupied area and any cost incurred to be paid by the Council and part recouped from the lessee subject to provision of an invoice. The lessee shall be liable for 56% of these costs and Dublin City Council shall be liable for 44% of the costs. This has been assessed based on the occupied floor area of the premises.
9. The lessee shall be responsible for a pro-rata proportion of the building insurance costs on the subject property, to be paid by the Council and part recouped from the lessee subject to provision of an annual invoice. The lessee shall be liable for 56% of these costs and Dublin City Council shall be liable for 44% of the costs. This has been assessed based on the occupied floor area of the premises. That the demised premises shall be maintained to a high standard and the lessee shall seek to avoid any nuisance, noise or disturbance to adjoining residential developments.
10. The lessee shall be prohibited from erecting any mast, hoarding or signage on the premises without prior written consent of the Council.
11. The lessee shall not assign, grant any sub interests, sub-divide, alienate or part with the possession of the subject premises during the term of the lease.
12. In the event of the lessee failing to comply with any of the terms and conditions herein contained, the Council may revoke the lease by giving the lessee one month's notice in writing.
13. That at expiration or sooner determination of the lease, the lessee shall return the property to the Council in a clean and tidy state.
14. That Dublin City Council will carry out an inspection of the demised premises and, in view of the group's long term occupation of same, the lessee will be responsible for any required works identified as a result of the inspection.
15. The lessee shall be required to sign a deed of renunciation.
16. The lessee shall be responsible for the payment of VAT, if applicable, and any other taxes or charges which might fall due from the creation of the lease.
17. Each party shall be responsible for their own fees in this matter.
18. The lease shall include any amendments and/or other conditions as deemed appropriate by Dublin City Council or the Council's Law Agent.

Paul Clegg

Executive Manager