

Development Department,
Civic Offices.

25th January 2022

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

Meeting: 16th February 2022

Item No.


With reference to the proposed grant of a lease at Premises No. 81 The Coombe, Dublin 8.

The premises at No. 81 The Coombe, Dublin 8 as shown on Map Index No. 12498 was granted by Dublin City Council to the South Inner City Community Development Association (SICCCA) by way of a Temporary Convenience Letting, under Section 211 (5) of the Planning and Development Act, 2000 for a term of five years from 12th October 2008 subject to a rent of €10,000 per annum but abated to €127 per annum so long as the premises are used for non profit making community purposes.

The most recent letting expired on 11th October 2018 and terms and the group have been over holding since that date. In order to regularise their occupation it is now proposed to grant a lease of the premises from 12th October 2018 subject to the following terms and conditions which the Chief Valuer has recommended as fair and reasonable:

1. That South Inner City Community Development Association (SICCCA) shall be granted a 5 year lease of the subject property commencing from 12th October 2018. The demised premises is outlined in red on the attached map index no. 12498.
2. That the market rental value shall be a sum of €7,000 (seven thousand euro) plus VAT (if applicable) per annum, exclusive of all outgoings. The annual rent shall be abated provided the subject property is used for non-profit making community purposes only.
3. That the annual rent shall be abated as follows:
 - a) €127 (one hundred and twenty seven euro) per annum exclusive of all rates and taxes plus VAT (if applicable) in 2018, 2019 and 2020.
 - b) €200 (two hundred euro) per annum exclusive of all rates and taxes plus VAT (if applicable) in 2021 and 2022.
4. That the lessee shall be responsible for all outgoings including rates, charges, fees and any charges that may become payable on the demised premises during the period of the lease.
5. That the lessee shall not sell, assign, grant any sub interests, sub-divide, alienate or part with the possession of the demised premises without prior consent of the council.

6. That the lessee shall keep the demised premises in a good state of repairs and carry out all maintenance and repairs.
7. That the lessee shall indemnify Dublin City Council against any and all claims arising from its use of the subject premises. The lessee shall take out and produce Public Liability Insurance in the sum of €6.5 million and Employer Liability Insurance in the sum of €13 million for any incident with a recognised Insurance company with offices in the State and the policy shall indemnify the Council against all liability as owner of the property.
8. That in the event that the demised premises cease to be used for community purposes it shall refer back to the Council free of charge.
9. That the lessee shall undertake not to commit or not to allow others to commit any act constituting nuisance on the subject premises and ensure the proposed operations do not interfere with the quiet enjoyment of the residential amenity of the adjoining area.
10. That the Lessee shall sign a Deed of Renunciation.
11. That each party shall be responsible for their own legal fees in this matter.
12. That the lease shall include any amendments and/or other conditions as deemed appropriate by Dublin City Council Law Agent.
13. That the above proposal is subject to the necessary consents and approvals being obtained.



Executive Manager