

01/03/2021

To the Chairperson and Members of
The South Central Committee

Meeting: 10/03/2021

Item No:

With reference to the proposed disposal of fee simple interest in a site at Coruba House, St. Agnes Road, Crumlin, Dublin 12.

Approved Housing Bodies are a key part of the Government's strategy and policy on the delivery, regeneration and management of social housing and as such, are key partners for Dublin City Council. It is therefore proposed to dispose of Dublin City Council's fee simple interest in a site at Coruba House, St. Agnes Road, Crumlin, Dublin 12 to Circle Voluntary Housing Association, an Approved Housing Body.

Circle Voluntary Housing Association propose to partner with Seabren who are developing the adjoining Glebe site. The Glebe site is in private ownership and is shown shaded blue in attached map Index No. SM-2021-0025 for information purposes. This joint development will be a mix of cost rental and social housing, split 50% cost rental and 50% social housing.

The Coruba site, as a standalone development could deliver 25 units, subject to planning permission. However, by partnering with Seabren the site will consist of 49 social housing units, thereby yielding a significantly higher number of units. This is due to open space provision, amenity spaces, bicycle storage, car parking and plant and services requirements being delivered on the Glebe site by Seabren.

The combined scheme allows for the provision of 152 units subject to planning permission; 76 units for social housing and 76 units for cost rental. The combined scheme also provides a greater degree of unit type with a mix of one, two and three bedroom apartments. The standalone Coruba site is only able to provide a mix of one and two bedroom apartments, which would limit the potential mix of family sizes compared to the greater diversity the combined site can offer.

Circle Voluntary Housing Association intend to fund this scheme by a mix of private finance and state contribution through the existing CALF and P&A model (Capital Advance Leasing Facility and a Payment and Availability agreement) and the new Cost Rental Equity Loan Facility (CRELF).

In disposing of the fee simple in this site to Circle Voluntary Housing Association, an Approved Housing Body, the following should be noted:

1. Approved Housing Bodies are not for profit bodies that provide and manage social housing.
2. Approved Housing Bodies are subject to a number of regulatory regimes, including the Companies office, the Charity Regulator, the Housing Regulator and are accountable to their stakeholders. In this regard, a Regulation Office was established within the Housing Agency in 2014 with responsibility for regulating Approved Housing Bodies. The Regulation Office oversees the assessment of Approved Housing Bodies in respect of their financial viability, governance and management along with the compliance with the

Regulatory Framework. The majority of Approved Housing Bodies are Companies Limited by Guarantee and are required to comply with legal obligations set out in the Companies Acts, 2014 making their annual accounts freely available for public inspection.

3. In addition to being registered charities, they are regulated by the Charities Regulator and details of an AHB's activities are available for inspection on the Charities Regulator's public register.
4. They are not free to manage their assets in any way they wish. They must use their assets in accordance with their charitable status and any surpluses generated must be applied back to benefit their charitable aims.
5. A restriction on title will be applied to ensure the continued use of the units as social housing.
6. There are financial implications if they fail to comply with their loan obligations to use their properties for social housing.
7. Should they cease to exist, in the first instance, they will seek to transfer their assets to another organisation with similar charitable aims or their assets will be transferred free of charge to Dublin City Council.

The Chief Valuer has reported that agreement has now been reached with Circle Voluntary Housing Association, an Approved Housing Body (the Purchaser), subject to the following terms and conditions:

1. The subject site at Coruba House is shown outlined in red on the attached map Index No. SM-2020-0618.
2. The Council shall dispose of the fee simple title in the subject site to the proposed purchaser for the delivery of social housing.
3. The subject site will be disposed of with vacant possession.
4. That the Purchaser shall lodge a joint planning application with Seabren for the development of the site within 6 (six) months from the date of the Section 183 approval by Dublin City Council.
5. The disposal price shall be the sum of €1,312,500 (one million, three hundred and twelve thousand and five hundred euro) plus VAT (if applicable), payable on lodgment of the commencement notice to the Planning Department
6. The title shall be transferred to the Purchaser on the payment of the full consideration subject to a Building Covenant.
7. There is an inhibition on the title that the subject site can only be used for social housing purposes.
8. The development must be fully completed and made fit for occupation within 36 (thirty six) months of the transfer of title. At the absolute discretion of the Executive Manager, Housing and Community Service there may be an option to extend the time-frame, any extension of the time-frame to be agreed with the Executive Manager, Housing and Community Service.
9. The proposed Purchaser shall satisfy the Council that it has adequate public liability and employer's liability insurance and shall indemnify the Council against any claims for compensation that may be made arising from its usage of the site. The current

levels of insurance are €6.5 million public liability insurance and €13 million employer's liability insurance.

10. The proposed Purchaser shall insure the buildings during construction against fire and all other insurable risks with an approved insurance company and pay all necessary premiums. The amount 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. All roads and footpaths works shall be completed to the written satisfaction of the Council.
12. The Council shall have 100% nomination rights to all of the units constructed on site.
13. The Council shall enter into a Payment and Availability Agreement, a Capital Advance Agreement and a Continuation Agreement with the proposed Purchaser.
14. Should the subject site cease to be used for social housing purposes at any stage, the units will revert free of charge to Dublin City Council.
15. In the case where the proposed Purchaser is obtaining a loan from the Housing Finance Agency (HFA) or private financial institution to finance the development of the site, the transfer to the proposed Purchaser is subject to a building covenant and step in arrangements will need to be provided to the HFA or private financial institution should the proposed Purchaser not be in a position to comply with the building covenant.
16. Should the proposed Purchaser not proceed with the development or complete the development of the subject site within the agreed timeline that the benefit/ownership of the planning permission, design of the scheme and certification shall transfer, free of charge, to the City Council.
17. In the event of the proposed Purchaser going into bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the subject site and all of the housing units (partially completed or otherwise) at no cost to the Council. This condition applies except in the case where the proposed Purchaser has entered into a mortgage with a private financial institution for the purpose of financing development of the site.
18. The proposed Purchaser shall be liable for the payment of VAT and/or Stamp Duty should any such payments arise from this disposal.
19. Each party shall be responsible for their own legal fees and professional fees.
20. The proposed Purchaser shall not sell, assign, sublet or part with possession of the site 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.
21. The property at no.6 St Agnus Road is located at the entrance to the Coruba site. The owner of this property had been using part of the Coruba site for storage, parking for several cars and had the use of a water tap. Therefore, the proposed Purchaser shall comply with the terms of the agreement between Dublin City Council and the owner of the newsagent premises at 6 St Agnes Road, Crumlin, Dublin 12 for the provision of one car parking space within the development, space for bin storage and access to a tap facility in the vicinity of its current location.

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

The agreement shall contain such other covenants and conditions as deemed appropriate by Dublin City Council's Law Agent.

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

Richard Shakespeare

01/03/2021

Assistant Chief Executive

Date