

To the Chairperson and Members of
the South East Area Committee

17th October 2023

Meeting: 13th November 2023

Item No:

Grant of Short Term Letting of Community Centre at Lorcan O'Toole Court, Dublin 12.

The Community Centre at Lorcan O'Toole Court in Dublin 12 has been in use by Lorcan O'Toole Day Centre CLG for a number of years. The group provides meals and social events for senior citizens in the vicinity. The group also facilitates access to medical services such as Public Health Nurse and chiroprapist.

A request was received from the Council's Housing Department to formalise the group's occupation by way of the grant of a short term letting.

There are no objections to this proposal and it is therefore proposed to grant a 5 year short term letting of the Community Centre at Lorcan O'Toole Court, Dublin 12, as shown outlined in red and coloured pink on Map Index No.SM-2022-0345 attached, to Lorcan O'Toole Day Centre CLG, subject to the following terms and conditions which the Chief Valuer considers fair and reasonable:

1. That the subject area comprises the ground floor of Lorcan O'Toole Court, Community Day Centre, Dublin 12 located as shown outlined in red and coloured pink on the attached Map Index No.SM-2022-0345.
2. That the Short Term Letting shall be for a period of five years commencing on a date to be agreed.
3. That the Short Term Letting will have an option to renew on its expiry subject to Lessor approval which said approval shall not be unreasonably withheld.
4. That the subject area shall be used solely for the purpose of a Community Centre.
5. That the abated rent shall be a sum of €200 (two hundred euro) per annum subject to the subject area being used for community service purposes on a non-profit basis, VAT is not applicable. A commercial rent of €46,000 (forty six thousand euro) per annum shall be payable if the subject area is used for any other purpose.
6. That the rent shall be payable quarterly in advance.
7. That the permitted operational days / hours of use for Lorcan O'Toole Day Centre CLG are 9am to 4pm Monday-Friday and 7-10pm Wednesday evenings.

8. That the keys to the property are to be held by nominated key-holders from Lorcan O'Toole Day Centre CLG and said key holders shall be responsible for all security issues related to their use.
9. That the Lessee shall be responsible for the internal decoration of the subject unit and Dublin City Council Maintenance Section will continue to be responsible for the plumbing and electrical repairs.
10. That the Lessee shall take out and produce to Dublin City Council Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro) for any incident with a recognised Insurance Company with offices in the State and the policy shall indemnify Dublin City Council against all liability as owner of the property.
11. That the Lessee shall not assign or sublet the premises.
12. That the Lessee shall not carry out any structural alterations without the prior written consent of the Lessor.
13. That upon expiry of the short term letting, the Lessee shall at its own expense remove all materials not belonging to the Lessor and shall leave the property clean and cleared to the satisfaction of the Lessor.
14. That the Lessee shall sign a Deed of Renunciation.
15. That the Lessee is not to do or allow to be done or permit any act or thing which is or is likely to be or become a nuisance, danger or source of annoyance, inconvenience or disturbance to the Lessor or the occupiers of neighbouring premises or to the public at large.
16. That the Lessee is to notify the Lessor forthwith in writing of every notice received at the premises from any statutory, local or sanitary authority and to comply therewith.
17. That the Lessee is not to impede or interfere in any respect whatsoever with the Lessor in the exercise of its right to exclusive possession of the premises which is subject only to the rights of the Lessee hereunder.
18. That the short term letting shall be subject to any other terms and conditions as deemed appropriate by the Council's Law Agent.
19. That each party shall be responsible for their own fees and costs in this matter.

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

Máire Igoe
Máire Igoe
Acting Executive Manager

Date