**COMHAIRLE CHONTAE ÁTHA CLIATH THEAS
SOUTH DUBLIN COUNTY COUNCIL**



**MEETING OF SOUTH DUBLIN COUNTY COUNCIL**

**Monday, 11th July 2022**

**H-I 7 (C)**

**LD 1565 Proposed transfer of ownership of Council owned properties at 28 and 30 St. Finian’s Avenue, Lucan, Co. Dublin to Housing Association for Integrated Living (HAIL)**

The Council proposes to transfer the ownership of two properties at 28 and 30 Saint Finian’s Avenue, Lucan, Co. Dublin to the Approved Housing Body, Housing Association for Integrated Living (HAIL).

I recommend that the Council transfers the ownership of two properties at 28 and 30 St. Finian’s Avenue, Lucan, Co. Dublin to HAIL, Second Floor, Central Hotel Chambers, 7-9 Dame Court, Dublin DO2X452 subject to the provisions of Section 183 of the Local Government Act 2001 and in accordance with Section 211 of the Planning & Development Act 2000 and the following Terms and Conditions which have been accepted by HAIL.

1. That the Council shall dispose of the fee simple title in the subject property to the proposed Applicant for the delivery of social housing.
2. The disposal price will be a nominal amount of €10.00.
3. The subject area that contains the two properties is outlined in red on Indicative Drawing No. HAIL01.
4. The Housing Association for Integrated Living applicant must be in receipt of full planning permission for the development of the properties where necessary.
5. That an inhibition be placed on the title through a restrictive covenant, that the subject property can only be used for social housing purposes.
6. That the development and upgrade of the properties must be fully completed within the agreed timeframe and meet the needs of the occupants as agreed between the Housing Department of the Council and HAIL.
7. That the Council shall enter into a Capital Assistance Scheme Agreement with HAIL in respect of the development of the two properties and their management going forward.
8. Confirmation must be provided from HAIL that they enter into the necessary agreements with the Health Service Executive in relation to the occupancy arrangements for the two properties
9. That the two properties or any part thereof shall be used for the purpose of providing social housing, for specific category of applicants, in accordance with the Council’s Allocation Scheme subject to the Council having an absolute right to nominate the individual(s) who will occupy the properties unless the Council otherwise agrees in writing.
10. That should either of the properties cease to be used for social housing purposes in accordance with the Council’s Allocation Scheme at any stage, then the properties shall revert to the Council at no cost.
11. That should the Applicant not proceed with the development or complete the development within the agreed timeline the benefit/ownership of any planning permission, design of the scheme and certification shall transfer, free of charge, to the Council.
12. HAIL shall not sell, assign, sublet or part with possession of the properties or part thereof without obtaining the written consent of the Council, with the exception of tenancy and licence agreements with tenants or licensees for Social Housing.
13. HAIL shall be responsible for the insurance of the property and shall indemnify the Council against all claims arising from its use.
14. HAIL shall not carry out any major alterations or development of the property without prior written consent of the Council and without receiving full planning permission where necessary.
15. That all site investigations and surveys (including ground investigations), groundworks, overhead and underground cable diversions, demolitions/site clearance/septic site removal (such works are subject to regulations and to obtaining the relevant statutory licences), services connections, development and associated costs incurred in the delivery of the development shall be borne by HAIL.
16. That HAIL shall be responsible for all repairs and maintenance in respect of the two properties.
17. All outgoings, including rates, taxes, insurance, waste charges or any water charges, etc. which may be payable on the properties shall be the responsibility of HAIL.
18. HAIL shall be liable for the payment of VAT or Stamp Duty should any such payments arise.
19. Each party shall be responsible for its own legal costs incurred in the transaction.
20. The legal agreement shall include any amendments and/or other conditions as deemed appropriate by Council’s Law Agent.
21. That the proposal is subject to the necessary approvals and consents being obtained.
22. HAIL shall comply with all health, safety and fire regulations required in respect of their occupation and use of the properties and indemnify and keep indemnified the Council against any claims or damages arising out of their failure to so comply.
23. The Council require that the two properties be used for social housing purposes pursuant to its Allocation Scheme or any succeeding scheme. A restrictive covenant will be placed on the title which will be binding on the Applicant and its successors in this regard. It is accepted by both parties that the Council shall have sole right to nominate individuals to occupy the two properties.

The lands being disposed form part of the lands acquired by the Council in 1981 from Leinster Importing Company Limited for the purpose of housing, roads and open spaces.

**Daniel McLoughlin**

**Chief Executive**