

**REPORT TO: HOUSING COMMITTEE – 20 AUGUST 2001**

**REPORT ON: LEASE OF PROPERTIES AS STUDENT ACCOMMODATION TO DUNDEE COLLEGE**

**REPORT BY: DIRECTOR OF HOUSING**

**REPORT NO.: 440-2001**

**1. PURPOSE OF REPORT**

- 1.1. To seek approval for the renewal of Dundee College leases from 1 September 2001 to 30 August 2004 for 23 unfurnished properties at 12 and 30 Clepington Street.

**2. RECOMMENDATIONS**

- 2.1. It is recommended that Housing Committee approved the renewal of the leases for 23 properties at 12 and 39 Clepington Street to Dundee College for the period 1 September 2001 to 30 August 2004.

**3. FINANCIAL IMPLICATIONS**

- 3.1. Dundee City Council Housing Revenue Account will receive c.£105,000 in rental income for the properties over the period of the lease.

**4. LOCAL AGENDA 21 IMPLICATIONS**

- 4.1. Occupation of 12 and 39 Clepington Street has meant that properties with high void levels have been devoid of vandalism.

**5. EQUAL OPPORTUNITIES IMPLICATIONS**

- 5.1. The properties in question give students the opportunity to rent quality accommodation within easy reach of Dundee College.

**6. BACKGROUND**

- 6.1. A student accommodation scheme was set up in 1991 to address a substantial demand for such accommodation in Dundee. Originally, the Universities of Dundee and Abertay leased properties from Dundee City Council, but when these institutions' interest cooled, Dundee College took up the option.

**7. MAIN TEXT**

- 7.1. Since 1995, Dundee College have leased a number of bedsit properties (currently standing at 23) at 12 and 39 Clepington Street. These properties were formerly allocated as sheltered accommodation but there was no demand for that size and type of accommodation in the Central area. This is still the case.

The current three year leases for the properties expire on 31 August 2001 and Dundee College have agreed to renew the lease for a further three year period to 30 August 2004.

Projected income for the period of the lease is:

<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
£34,200	£35,000	£35,800

8. **CONSULTATION**

8.1. All Chief Officers have been consulted on this report.

9. **BACKGROUND PAPERS**

Reports by the Director of Housing on Student Accommodation, Housing Committee – 4 July 1991 and 2 April 1992.

Appendix 1 – Lease of properties to Dundee College.

**ELAINE ZWIRLEIN**  
**DIRECTOR OF HOUSING**

**SIGNED** \_\_\_\_\_

**DATE** \_\_\_\_\_

## MINUTE OF VARIATION OF LEASE.

between

DUNDEE CITY COUNCIL, City Chambers, Dundee constituted under the Local Government etc (Scotland) Act 1994 (who and whose successors and assignees whomsoever are hereinafter referred to as "the Council").

and

DUNDEE COLLEGE BOARD OF MANAGEMENT, Old Glamis Road, Dundee (hereinafter referred to as "the College")

WHEREAS The City of Dundee District Council, City Chambers, Dundee statutory predecessors to the Council let to the College various dwellinghouse flats at Twelve Clepington Street and Thirty nine Clepington Street, Dundee in terms of a lease between The City of Dundee District Council and the College dated Fourth and Seventh July Nineteen hundred and ninety five (hereinafter referred to as "the Lease") as varied by four Minutes of Variation of Lease dated (1) Sixth and Twenty ninth January Nineteen hundred and ninety seven; (2) Twenty sixth January and Ninth February Nineteen hundred and ninety eight; (3) Nineteenth October and Ninth November Nineteen hundred and ninety eight and (4) Nineteenth and Twenty Seventh May Nineteen hundred and ninety nine between the Council and the College (hereinafter referred to as "the Minutes"); And whereas the said The City of Dundee District Council no longer exist and their statutory successors are the Council and whereas the parties wish to extend the Lease: Now therefore, the parties have agreed and do hereby agree as follows:-

1. Flats, Five, Six, Seven, Eight, Thirteen, Fourteen and Fifteen at Twelve Clepington Street, Dundee shall be let by the Council to the College from First September Two thousand and one to Thirty first August Two thousand and two (both dates inclusive).
2. Flats One to Sixteen (both flats inclusive) at Thirty nine Clepington Street, Dundee shall be let by the Council to the College from First September Two thousand and one to Thirty first August Two thousand and two (both dates inclusive).
3. The annual rent payable in respect of (1) each of Flats Five, Six, Eight and Thirteen at Twelve Clepington Street, Dundee shall henceforth for the period from First September Two thousand and one to Thirty first August Two thousand and two (both dates inclusive) be ONE THOUSAND FOUR HUNDRED AND FORTY EIGHT POUNDS AND TWENTY FIVE PENCE (£1,448.25) STERLING payable monthly in advance in equal portions; (2) each of Flats Seven and Fifteen at Twelve Clepington Street, Dundee shall henceforth for the period from First September Two Thousand and one to Thirty first August Two thousand and two (both dates inclusive) be ONE THOUSAND FOUR HUNDRED AND FORTY SIX POUNDS AND TWENTY

PENCE (£1,446.20) STERLING payable monthly in advance in equal portions; (3) Flat Fourteen at Twelve Clepington Street, Dundee shall henceforth for the period from First September Two thousand one to Thirty first August Two thousand and two (both dates inclusive) be ONE THOUSAND FOUR HUNDRED AND SIXTY FIVE POUNDS AND THIRTY NINE PENCE (£1,465.39) STERLING payable monthly in advance in equal portions; (4) each of the Sixteen flats at Thirty nine Clepington Street, Dundee shall henceforth for the period from First September Two thousand one to Thirty first August Two thousand and two (both dates inclusive) be ONE THOUSAND FIVE HUNDRED AND TWO POUNDS AND SIXTY SEVEN PENCE (£1,502.67) STERLING payable monthly in advance in equal portions.

4. The parties consent to the registration of these presents for preservation and execution.
5. Each party shall (a) bear their own expenses in connection with the preparation and execution of these presents and (b) pay one-half of the cost of (i) any stamp duty payable thereon, (ii) the dues of registration and (iii) obtaining two Extracts.
6. Except insofar as inconsistent with these presents, the terms and conditions of the Lease as varied by the four Minutes shall remain in full force and effect. IN WITNESS WHEREOF

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MINUTE OF VARIATION OF LEASE

between

DUNDEE CITY COUNCIL

and

DUNDEE COLLEGE BOARD OF  
MANAGEMENT

2001

Subjects: Flats 5, 6, 7, 8, 13, 14 and 15 at 12  
Cleington Street, Dundee  
Flats 1 -16 at 39 Cleington Street, Dundee

PATRICIA McILQUHAM  
DIRECTOR OF SUPPORT SERVICES  
DUNDEE CITY COUNCIL

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