Item 9

16th June 2022

Glasgow City Council

Contracts and Property Committee

Report by Executive Director of Neighbourhoods, Regeneration and Sustainability

Contact: George Gillespie Ext: 79106

Proposed Variation of Terms for Lease of 115-117 Queen Margaret Drive G20 8NZ

Purpose of Report:
To seek Committee's approval for the proposed variation of the terms of the lease of the property at 115-117 Queen Margaret Drive, on the terms as outlined in this report.

Recommendations:

It is recommended that the committee:

1. Notes the content of this report.

2. Approves the Council varying the terms the lease of the premises at 115-117 Queen Margaret Drive as shown on the attached plan and on the terms contained within this report, and

3. Approves that the Director of City Development consultation with the Director of Legal and Administration be authorised to conclude all other matters pertaining to the variation of the lease on terms that are in the best interest of the Council.

Ward No(s): 15 - Maryhill Citywide:

Local member(s) advised: Yes √ No ☐ consulted: Yes √ No ☐

***PLEASE NOTE THE FOLLOWING**:*

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1 Introduction

1.1 This report relates to the proposed variation of the lease for the premises at 115-117 Queen Margaret Drive which is currently lease to the Council for the occupation of Social Work Services.

2 Background

2.1 The Council have had a lease of the premises at 115-117 Queen Margret since 1993 when the premises were initially sub-let to Glasgow Women's Aid.

2.2 The original lease was due to expire in 2013 but continued on tacit relocation until 2015 when the lease was formally extended until February 2025. The premises continue to be used for the housing of homeless persons.

2.3 Under the terms of the lease the landlord is responsible for maintenance and repair of certain parts of the building including the window frames and sashes, but not the glass, excepting that they will not be required to repair or maintain to a better condition than recorded in the schedule of condition attached to the lease.

2.4 The windows are currently in need of repair and the landlord has proposed that they would be willing to replace the windows with new units, at their cost, provided that the Council agrees to take on the maintenance and repairing obligations going forward. At present the landlord is only obliged to repair rather than replace.

2.5 Given the age of the existing window units, it is considered that their condition would be a continuing problem irrespective of attempts to repair, thereby causing ongoing issues for service users housed in the building. By replacing the existing units with new it is considered that a better environment will be provided for those users.

2.6 Any additional costs incurred by the Council in taking over the repairing and maintenance obligations for the remainder of the term of the lease would be mitigated by the greatly reduced need for repairs, which in any event would potentially be covered by a warranty from the window manufacturers.

3 Provisionally Agreed Terms for the Variation of the Lease

3.1 The landlord to replace all the window units within the subject premises at their own cost, subject to agreement on the specification and design, and also subject to the receipt of planning permission and building warrant where required.

3.2 The tenant to be obliged to maintain and repair the new window units for the remaining term of the lease.

3.3 The landlord, where required by the tenant, will make a claim under the terms of the warranty on behalf of the tenant.

4 Policy and Resource Implications

Resource Implications:

Financial:	There may potentially be increased maintenance costs however these will be mitigated by both the condition of the window units and the warranty for them.
Legal:	All transactions will be subject to review and conclusion by Glasgow City Council's Corporate and Property Law section.
Personnel:	There are no direct personnel implications.
Procurement:	There are no procurement issues.

Equality and Socio-Economic Impacts:

Does the proposal support the Council's Equality Outcomes 2021-25? Please specify.	N/A
What are the potential equality impacts as a result of this report?	No significant impact
Please highlight if the policy/proposal will help address socio-economic disadvantage.	N/A

Climate Impacts:

Does the proposal support any Climate Plan actions? Please specify:	The proposal supports action 41 of the Climate Plan which states "Upgrade insulation and heating of all building stock in the city, and install measures to reduce flood risk, city council leading by example."

What are the potential climate impacts as a result of this proposal?	The proposal will result in energy and cost savings through better insulation provided by the new windows.
Will the proposal contribute to Glasgow's net zero carbon target?	Yes
Privacy and Data Protection Impacts:	None

3 Recommendations

It is recommended that the committee:

1. Notes the content of this report.

2. Approves the Council varying the terms the lease of the premises at 115-117 Queen Margaret Drive as shown on the attached plan and on the terms contained within this report, and

3. Approves that the Director of City Development consultation with the Director of Legal and Administration be authorised to conclude all other matters pertaining to the variation of the lease on terms that are in the best interest of the Council.