


<p><b>Individual Commissioner Decision</b></p> <p>Decision Log No: 036</p>	 <p><b>TOWER HAMLETS</b></p>
<p><b>Report of:</b> Corporate Director, Development &amp; Renewal</p>	<p><b>Classification:</b> Unrestricted</p>
<p><b>Main Stream Grant recipients in council-owned community buildings</b></p>	

<b>Is this a Key Decision?</b>	No
<b>Decision Notice Publication Date:</b>	N/A
<b>General Exception or Urgency Notice published?</b>	Not required
<b>Restrictions:</b>	None

## EXECUTIVE SUMMARY

The Commissioners, when considering a report on the Main Stream Grants 2015/18 Programme in the Commissioners' Decision Making Meeting on 29<sup>th</sup> July 2015, determined that organisations in council-owned properties needed to be in an appropriate form of tenancy as a condition of receiving the grant they had been awarded.

This report demonstrates the progress that has been made toward achieving this and also sets out a way forward that allows the council to secure appropriate tenancies for the range of buildings occupied by these groups, while also allowing the release of some or all of the Main Stream Grant 2015/18 Programme allocation on conclusion of certain interim steps.

Full details of the decision sought, including setting out the reasons for the recommendations and/or all the options put forward; other options considered; background information; the comments of the Chief Finance Officer; the concurrent report of the Head of Legal Services; implications for One Tower Hamlets; Risk Assessment; Background Documents; **and other relevant matters are set out in the attached report.**

## DECISION

The Commissioners are recommended to:

### **Wapping Bangladesh Association**

1. Provide their prior written agreement that the council may extend the leases for 1<sup>st</sup> and 2<sup>nd</sup> Floor, Wapping Youth Club, Tench Street, E1W and 19 Prusom Street, E1W, to the Wapping Bangladesh Association, until 30<sup>th</sup> September 2018 on the existing terms and conditions;
2. Agree that any main stream grants payments that are due to be paid to the Wapping Bangladesh Association on or before 15th January 2016 can be released subject to entering into a payment plan, by 11<sup>th</sup> December 2015, for their arrears of £14,828.70 to the satisfaction of the council with said arrears to be paid by 29<sup>th</sup> February 2016;
3. Agree that any main stream grant payments due to be paid, to the Wapping Bangladesh Association, after 15th January 2016, can be released if the leases extensions described in recommendation 1 have been completed by 15<sup>th</sup> January 2016;
4. Agree that any main stream grants payments due to be paid, to the Wapping Bangladesh Association, after 29<sup>th</sup> February 2016, can be release if the rent arrears of £14,828.70, have been cleared by 29<sup>th</sup> February 2016 and no further arrears have been accrued;
5. Note that any failure on the part of the Wapping Bangladesh Association to comply with any council-established payment plan for their rent arrears will result in suspension of their main stream grants payments and recovery action being taken;

### **Bangladeshi Youth Movement**

6. Provide their prior written agreement that the council may enter into a lease or licence for part of the Christian Street Community Centre, E1, with the Bangladeshi Youth Movement for no less than the open market rental value or, in the case of a licence, a hire charge that is proportionate to the proposed use under the licence and relative to the open market rental value;
7. Agree that any main stream grants payments that are due to be paid to the Bangladeshi Youth Movement on or before 15<sup>th</sup> January 2016 can be released subject to entering into a payment plan, by 11<sup>th</sup> December 2015, for their arrears of £11,056.50 to the satisfaction of the council with said arrears to be cleared by 29<sup>th</sup> February 2016, subject to recommendation 8;
8. Agree that any main stream grants payments that are due to be paid to the

Bangladeshi Youth Movement on or before 15<sup>th</sup> January 2016 can be released subject to the council receiving an undertaking, by 15<sup>th</sup> January 2016, from the Bangladeshi Youth Movement, that they will, by 31<sup>st</sup> March 2016, enter into a lease or licence as described in recommendation 6;

9. Agree that any main stream grant payments due to be paid, to the Bangladeshi Youth Movement, after 31<sup>st</sup> March 2016, can be released if a lease or licence, as described in recommendation 5, has been completed by 31<sup>st</sup> March 2016 and their rent arrears of £11,056.50, have been cleared by 29<sup>th</sup> February 2016 and no further arrears have been accrued;
10. Note that any failure on the part of the Bangladeshi Youth Movement to comply with any council-established payment plan for their rent arrears will result in suspension of their main stream grants payments and recovery action being taken;

#### **Somali Senior Citizens Club**

11. Provide their prior written agreement that the council may enter into a licence for part of Granby Hall, 37 St Matthew's Row, E2, for a defined time per week, with the Somali Senior Citizens Club, for no less than a hire charge that is proportionate to the proposed use under the licence and relative to the open market rental value;
12. Agree that any main stream grants payments that are due to be paid to the Somali Senior Citizens Club on or before 15<sup>th</sup> January 2016 can be released;
13. Agree that any main stream grant payments due to be paid, to the Somali Senior Citizens Club, after 15<sup>th</sup> January 2016, can be released if a licence, as described in recommendation 11, has been completed by 15<sup>th</sup> January 2016;

#### **Dorset Community Association**

14. Provide their prior written agreement that the council may extend the lease for the Ground Floor, Former Dorset Library, E2, to the Dorset Community Association, until 30<sup>th</sup> September 2018 on the existing terms and conditions;
15. Agree that any main stream grants payments that are due to be paid to the Dorset Community Association on or before 15<sup>th</sup> January 2016 can be released;
16. Agree that any main stream grant payments due to be paid, to the Dorset Community Association, after 15<sup>th</sup> January 2016, can be released if the leases extension described in recommendation 14 has been completed by

15<sup>th</sup> January 2016;

### **Limehouse Project**

17. Provide their prior written agreement that the council may enter into a lease for Cheadle Hall, Copenhagen Place, E14, with the Limehouse Project, for no less than the open market rental value as assessed by a qualified surveyor, on completion of the capital works;
18. Agree that any main stream grants payments that are due to be paid to the Limehouse Project on or before 31<sup>st</sup> March 2016 can be released;
19. Agree that any main stream grant payments due to be paid, to the Limehouse Project, after 31<sup>st</sup> March 2016, can be released if the lease described in recommendation 17 has been completed by 31<sup>st</sup> March 2016;
20. Note that if the lease is not completed by 31<sup>st</sup> March 2016 due to the capital works not being completed, further consent will be sought from the Commissioners.

### **DeafPlus**

21. Note that the Commissioners provided their prior written agreement on 27 August 2015 (Decision Log No. 28) for the council to enter into a lease with the Trustees of DeafPlus for the Trinity Welfare Centre;
22. Agree that any main stream grants payments that are due to be paid to DeafPlus on or before 15th January 2016 can be released;
23. Agree that any main stream grant payments due to be paid, to DeafPlus, after 15th January 2016, can be released if the lease described in recommendation 21 has been completed by 15<sup>th</sup> January 2016;

### **Stifford TJRS Community Centre**

24. Provide their prior written agreement that the council may enter into a 15-year lease, from 2011, with Stifford TJRS Community Centre, for the Stifford Centre, 2-6 Cressy Place, E1, for £7,500 per annum;
25. Note that back-dated rent for the Stifford Centre will be paid from 2011, over the remainder of the lease, with the first upward only rent review to take place in 2016 and every five years thereafter;
26. Agree that any main stream grants payments that are due to be paid to Stifford TJRS Community Centre on or before 15th January 2016 can be released; and

27. Agree that any main stream grant payments due to be paid, to the Stifford TJRS Community Centre, after 15th January 2016, can be released if the lease described in recommendation 24 has been completed by 15th January 2016.

## APPROVALS

1. **(If applicable) Corporate Director proposing the decision or his/her deputy**

I approve the attached report and proposed decision above for submission to the Commissioners.

Signed  Date 2/12/2015

2. **Chief Finance Officer or his/her deputy**

I have been consulted on the content of the attached report which includes my comments.

Signed  Date 2/12/15

3. **Monitoring Officer or his/her deputy**

I have been consulted on the content of the attached report which includes my comments.


~~(For Key Decision only - delete as applicable)~~

~~I confirm that this decision:-~~

~~(a) has been published in advance on the Council's Forward Plan OR~~

~~(b) is urgent and subject to the 'General Exception' or 'Special~~

~~Urgency' provision at paragraph 18 or 19 respectively of the Access to Information Procedure Rules.~~

Signed  Date 02/12/15

4. **Commissioner**

I agree the decision proposed in paragraph above for the reasons set out in section 1 in the attached report.

Name MAY CALLEJA Signed 

Date 2/12/15

Name ..... Signed .....

Date .....

Name ..... Signed .....

Date .....

Name ..... Signed .....

Date .....