

Garage Tenancy

Agreement and Conditions



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Garage Tenancy Conditions

In this Agreement the following expressions have the meaning set out beside them:

“The Council” - Tamworth Borough Council - Garage Owner “Tenant” - The Tenant of the Garage

“Garage” - The address of the Garage that is rented to the Tenant

The tenancy shall be a weekly tenancy and may be terminated by either the Council or the Tenant giving one week's notice to quit in writing before 12 o'clock (noon) on any Monday and expiring at noon on the following Monday.

Where a Notice to Quit is served by the Council, it can be served at the last known address of the Tenant.

Rent and any other charges (such as VAT for non-Council tenants) are payable weekly, commencing on or before the Monday on which the tenancy is due to start. Tenants may pay their rent by the following methods: direct debit, online, paypoint or post office outlets and telephone.

The rent may be varied at any time by the Council provided that two week's written notice of any such variation is given to the Tenant.

Duties of the Tenant

1. Rent

The Tenant must pay their rent regularly and promptly at such places and at such time as stated in this agreement.

2. Access

- 2.1 The Tenant shall give the Council and its contractors or agents, access for inspection for whatever reason at all reasonable times and in particular:
 - to view the state and condition of the Garage;
 - to carry out any repairs for which the Tenant is responsible after the Council has given the Tenant written notice and the costs of which will be paid by the tenant;
 - to carry out repairs to adjoining garages owned by the Council;
 - to make sure that the tenancy is being observed.
- 2.2 Wherever possible, the Council will give the tenant, 24 hours notice of any such inspection.

3. Use of the Garage

- 3.1 The Garage shall be used as a garage for the storage of taxed or SORN motor vehicles which includes motor cars, vans, motorised scooters, electrical mobility scooters, motorbikes, off road bikes, trailer, boats and not to use the garage for the storage of general items unless written permission is given by the Council.
- 3.2 The Tenant shall not be permitted to assign, sub-let or part with possession of the Garage or any part of them.
- 3.3 The Tenant shall not run the engine of a motor vehicle whilst it is in the Garage unless entering or leaving the Garage.
- 3.4 The Tenant shall not be permitted to carry on a trade or business of any kind on the Garage, or use the Garage as a workshop.
- 3.5 The Tenant shall not affix or exhibit on the Garage any notices, nameplate or advertisement.
- 3.6 The Tenant shall not use the Garage for any criminal, immoral or illegal purpose including selling or using illegal drugs, or storing or handling stolen goods.
- 3.7 The Council shall not be held responsible in respect of loss of or damage to any property brought onto the Garage. It is the Tenant's responsibility to take out adequate insurance to cover the Tenant's belongings brought onto the Garage.
- 3.8 If the Tenant changes home address and it is no longer feasible to continue to use the garage for motor vehicle storage, the Tenant will be required to relinquish their tenancy by giving one weeks notice to the Council in accordance with this agreement.

4. Statutory Provisions

The Tenant will observe and comply with the provision of the Petroleum (Consolidation) Act 1928, and with the provisions of any other statute and of any by-laws and regulations made thereunder for the time being in force relating to the storage of petroleum and other explosive or inflammatory oils or substances on the garage. No petrol, benzol, gas or other motor spirit, except what may be contained in the tanks of the motor vehicles and no empty petrol tins will be kept in the Garage.

5. Nuisance

The Tenant shall act in a reasonable manner and avoid in particular conduct which might be or become a nuisance, annoyance or danger to others. The Tenant is also responsible in this respect for the conduct of others who are using or visiting the Garage with the Tenant's consent.

6. Reporting Repairs

The Tenant shall advise the Council as soon as possible of any defect in the Garage either by telephone, in person, email or in writing. The Council's repair service is available to tenants, 24 hours a day, 365 days a year.

To report a repair you can Freephone: 0800 183 00 44. This is a free service, so reporting repairs or finding out about the progress of a repair will not cost you anything.

7. Rechargeable Repairs

The Tenant shall pay on demand to the Council the cost of making good any damage to the Garage caused through the neglect or carelessness of the Tenant, any member of the Tenant's household or visitors or by his/her failure to observe the terms of this agreement.

8. Alterations

The Tenant shall not make any additions or structural alterations to the Garage. This includes fitting a water and/or electricity supply.

9. Service Roads

Service Roads to garages provided by the Council shall not be used for the parking of cars or vehicles of any description.

10. Ending the Tenancy

- 10.1 The Tenant must give the Council one weeks notice in writing when ending the tenancy. This notice will take effect from the Monday after it is received, and all rent and other charges must be paid in full up to the date on which the tenancy ends.
- 10.2 At the end of the tenancy, the Tenant must return all keys to the Garage to the Voids & Allocations Team by 12 noon on the Monday following the termination of the tenancy, having first made sure that the garage is in a clean and tidy condition and in good decorative order. All fitting must be left in serviceable condition, allowing for fair wear and tear, and any disrepair that is the Tenants' responsibility must be put right before handing the Garage back to the Council.
- 10.3 Where the Tenant fails to return the keys in accordance with 10.2 above a weeks rent shall be payable and charged to the rent account. If by the end of that week in which the keys were due to be returned they have still not been received, a lock change will be arranged. A letter shall be sent to the Tenant advising that a lock change has been ordered and the cost will be recharged to them.
- 10.4 If at the end of the tenancy the Tenant owes rent or other charges to the Council and has not made or kept to a satisfactory arrangement to clear the arrears, the Council may take legal action to recover the amount outstanding. The Tenant will not be allowed to rent another garage from the Council unless they pay all rent and other charges in full.
- 10.5 When ending the tenancy the Tenant must give the Council vacant possession of the garage at the expiry of the Notice.
- 10.6 If the Tenant dies, next of kin will be given a maximum of 2 weeks to return the keys. The tenancy will then be terminated on the first Monday following the return of the keys. Where no keys are returned a lock change will be arranged.
- 10.7 If the Tenant hands back the Garage in such a condition that the Council is unable to re-let it without incurring unreasonable expense, the Council will recharge the Tenant the cost of remedial or decorative work.

11. Disposal of Personal Property

- 11.1 The Tenant shall remove all his/her personal property and any rubbish at the termination of the tenancy.
- 11.2 As provided for under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 where the Council considers that the tenancy has come to an end, for example, following an eviction or abandonment, the Council may serve an appropriate Notice on the Tenant giving the Tenant an opportunity to collect their belongings. Once the Notice has expired, the Council can dispose of the items.

12. If the tenant changes home address they must notify the Council.

Duties of the Council

1. Use of the Garage

The Council will ensure that you are able to occupy the garage without interruption or interference from the Council for the duration of your tenancy, so long as you comply with the responsibilities of your tenancy agreement.

2. Repairs

- 2.1 The Council will repair the structure and the exterior of the Garage which includes the roof, main walls, doors, floor, main timbers, gutters, paintwork and locks.
- 2.2 In the event of serious damage the Council will need to decide whether or not the garage should be repaired.

3. Termination of the Tenancy

- 3.1 If the Tenant refuses or neglects to perform or observe any of the foregoing conditions, or if the rent for the Garage is at any time in arrears the Council may terminate the tenancy forthwith on giving one week's notice in writing to the Tenant and such termination shall be without prejudice to any right or remedy of the Council in respect of any breach of these conditions. The Tenant shall be liable for the payment of rent up to the date of the termination of the tenancy.
- 3.2 The Council reserves the right to regain possession of the Garage on giving proper notice at any time and for whatever reason including redevelopment.

If you require this information in another format or language,
please call 01827 709709 or email: enquiries@tamworth.gov.uk

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