

APPENDIX 3

Garage Tenancy Agreement

Parties

This is a Tenancy agreement between:-

Broxtowe Borough Council,

Council Offices

Foster Avenue

Beeston

Nottingham

NG9 1AB

("the Council, us, we") and

Of

("the tenant, you")

Garage Address

The Council lets the tenant/s named above the garage known as

("the garage")

1. Legal Contract

1.1 This tenancy agreement is a legal contract between us and you. If there is more than one tenant then each tenant is collectively and individually responsible for paying the rent and complying with the other terms of this agreement. This tenancy agreement does not give any rights or duties to anyone else. It sets out the obligations, rights and responsibilities of us and you. By signing this tenancy agreement you accept the tenancy of the garage on the terms and conditions set out in this agreement.

2. Tenancy Commences

2.1 The tenancy is a monthly tenancy and the tenancy begins on

(Insert full date here)

3. Rent Payable

3.1 The rent payable by you to us for rent of the garage is £_____ per month and is due on the first day of each month.

3.2 Rent is payable 1 month in advance.

3.3 Direct debit is the preferred method of payment for your rent.

3.4 The Council can revise and change the amount of rent that you have to pay. We will do this by giving you at least 28 days written notice.

4. Tenant's Obligations

As a tenant of the garage, you must;

4.1 Pay the rent on time as stated in this agreement or as advised by any subsequent rent revision or change

4.2 Be responsible for the garage. You are responsible for taking out any relevant insurance for the contents of your garage.

4.3 Notify us of any repairs that are required to be made to the garage that we are responsible for as soon as possible.

4.4 Allow us, our contractors or agents to access the garage to view its condition, to carry out any repairs that we are responsible, to carry out any repairs to adjoining garages or other properties belonging to the Council, or for any planned modernisations that we wish to make.

4.5 Request in writing to the Council for any alterations or improvements that you may wish to make to the garage.

4.6 Keep gutters, gullies and drains (if any) clean and clear of any build up of waste.

4.7 You must take all reasonable steps to prevent any damage to the garage floor by any fluids from a vehicle.

You must not;

4.8 Use the garage for any other purpose other than the storage of a motor vehicle, motor cycle, moped or mobility scooter and for purposes connected with that use.

4.9 Use the garage merely for storage of other items without the presence of a vehicle as outlined above without informing and having the consent of the Council.

4.10 Carry out any repairs or maintenance to any vehicle other than the vehicle being stored in the garage.

4.11 You must not use the garage in connection with a business without the consent of the Council.

4.12 Store any noxious or flammable material at or in the garage other than the fuel in the tank of the vehicle that is being stored.

4.13 Assign, exchange or sub-let this tenancy of this garage or any other part of it to another person.

4.14 Do anything or permit others to do anything that causes or is capable of causing a nuisance or annoyance or that may endanger anyone occupying, living visiting or working in the local area or us, or contractors or agents.

4.15 Display or permit the display on the garage of any advertisement or notices. You may number the garage if you wish in a method agreed by the Council.

4.16 Park or permit the parking of any vehicle or do anything to obstruct access to any adjoining garages or land.

4.17 Leave a vehicle parked on the garage forecourt or permit anyone else to do so.

5. Our obligations

We will;

5.1 Carry out any repairs that are required to the garage

5.2 Notify you of and carry out any planned improvements to the garage that the Council proposes to make

5.3 Notify you of any changes to this tenancy agreement or any changes to the amount of rent payable by giving you 28 days written notice.

5.4 We will not be responsible for any repairs caused by your willful action or negligence or any actions carried out by others that you permit. If the Council has to remedy any damage, the Council will recharge you for any works.

6. Ending the Tenancy

6.1 The Council or the Tenant may end this tenancy by giving to the other at least 28 days notice in writing to expire on a Monday. We can serve any Notice, including Notice to Quit, on you by leaving it at your last known residential address or by sending it there by post.

In the event of this tenancy being ended, you must;

6.2 Return all sets of keys to the garage to us no later than noon of the Monday following the tenancy end date. If you do not return the keys to the garage by this time then we will charge you another week's rent (or more).

6.3 Leave the garage empty and in a clean and tidy condition. It should be returned in the same condition that it was let to you, allowing for fair wear and tear.

If you do not leave the garage empty and in a clean and tidy condition the Council may;

6.4 Remove and dispose of such items left in the garage as we see fit

6.5 Clean and tidy the garage and recover the costs of doing so from you

6.6 When your tenancy has ended you will remain responsible for and you must pay immediately any unpaid rent or other debts that are associated with the garage under this agreement.

7. Your Landlord - Service of Notices

Any Notices to be served on The Council should be addressed and sent to;

Broxtowe Borough Council
Housing Department
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB

Signed tenant _____

Signed tenant _____

Date _____

Date _____

Signed Council _____

Date _____