

APPENDIX 1 - EXISTING AGREEMENT

TENANCY OF GARAGE

Garage No:

Rent: **per week inclusive**

Code Number:

1. The inclusive rent shall be paid in advance on Monday in each week. If the rent, general rate or water rate are increased or decreased the Council will give to the tenant seven clear days notice in writing thereof and the total weekly rent shall be increased or decreased accordingly.
2. The Council shall not be held responsible for any loss or damage to any property of the tenant and the tenant indemnifies the Council against any damage to Council property and injury loss or damage sustained by any person arising out of the tenancy.
3. The tenancy may be determined by the Council or the tenant at any time by giving two weeks notice in writing from a Monday. On breach by the tenant of any of these conditions the tenancy may be summarily determined by the Council at any time.
4. The Council by its agents, servants and workmen may enter and inspect the garage at any time.
5. The tenant shall:
 - (a) Use the garage only for accommodating a motor cycle, light van or car.
 - (b) Sweep the floor and maintain the garage in a clean condition.
 - (c) Pay the cost of repairing any damage to the garage during his tenancy.
 - (d) Leave the garage in a clean condition, free of rubbish or pay the cost of removal of rubbish on determination of the tenancy.
 - (e) Pay the cost of any lost or damaged keys.
 - (f) Paint, glaze, and undertake minor repairs to garage timber doors and frames as applicable.
6. The tenant shall not:
 - (a) Under-let or use the garage for any purpose of trade or business.
 - (b) Use the garage and access way thereto in any way so as to cause a nuisance or annoyance to the owners or tenants of adjoining properties or garages.

- (c) Make any alterations or additions to the garage nor affix any notice or business notice thereto.
 - (d) Fire any gas engine or power for driving machinery in the garage.
 - (e) Store in the garage petroleum in excess of 2 gallons in quantity.
7. The provisions of Section 196 of the Law of Property Act, 1925, shall apply with regard to the service of all Notices hereunder.

Signature: _____

Address: _____

Occupation: _____

Date: _____

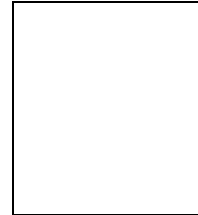
Full name (in capitals) _____

Date of birth _____

Phone number _____

APPENDIX 2 – PROPOSED AGREEMENT

Garage Tenancy Agreement



This document is a Tenancy Agreement between the following:

Shepway District Council
Coast and Countryside Housing Services
Shepway Housing Centre
3-5 Shorncliffe Road
Folkestone
Kent, CT20 2SQ

And _____

The property to which this agreement relates to is:

Garage number _____

Property reference number _____

Start date of Tenancy _____

Initial Rent _____

Non council house tenants will be required to pay a deposit and VAT is payable on the rent.

This is a legally binding agreement. If you sign this Agreement it means that you accept the terms and conditions of the tenancy.

I have read and understood this Agreement and the tenancy created by it.

Signature _____ Date _____

Address _____

_____ Post code _____

Occupation _____

Full name (in capitals) _____

Date of Birth _____

Phone number _____

Signed on behalf of the council _____

Name _____ Position _____

Tenancy Conditions

1. Rent

- 1.1 You must pay all your rent on the Monday of each week.
- 1.2 You must not withhold the rent for any reason whatsoever.
- 1.3 If you have any difficulty paying your rent you or someone acting on your behalf must contact the Council immediately.
- 1.4 If you do not pay your rent or rent arrears the Council will serve a notice to quit to evict you from your garage. These proceedings will incur additional charges such as lock changes which are recoverable from you.
- 1.5 The Council may vary the amount of rent you have to pay. In such circumstances you will be notified in writing of any variation. This notice will also tell you of your rights to end the tenancy if you do not accept the new rent level.

2. Our Duties To You – Repairs

- 2.1 The Council shall not be held responsible for any loss or damage to any property of the tenant and the tenants indemnifies the Council against any damage sustained by any person arising out of the tenancy.
- 2.2 The Council will keep in repair the structure and exterior of the garage, but you must notify us of repair work you are aware of. Particular items include but are not limited to:
 - The roof
 - Gutters,
 - Outside walls,
 - garage doors

3. Reporting Repairs

Repairs should be reported directly to B. Wilson builders

By Phone
By e-mail

01303 858600 – Option 2.
housing.repairs@shepway.gov.uk

4. Recharging

You are responsible for:

- 4.1 The cost of repair of any damage to your garage**
- 4.2 The cost of replacement of property destroyed**
- 4.3 The cost of works carried out by default by the Council**
- 4.4 Any costs incurred by the Council as a result of your breach of conditions**
- 4.5 Pay the cost of any lost or damaged keys**

5. Your Responsibilities

- 5.1 Sweep the floor and maintain the garage in a clean condition**
- 5.2 You, or anyone living with or visiting you must not park or leave any motor vehicle trailer, caravan or boat anywhere on Shepway District Council owned land or car park. All motor vehicles parked on a car park owned by the Council must have a valid tax disc displayed.**
- 5.3 You or anyone living with you must not use the forecourt to the garage to store, load or unload scrap metal or strip down vehicles or repair any vehicle.**
- 5.4 You or anyone living with you must not park or leave a vehicle, trailer, Caravan or boat anywhere that may block access for emergency vehicles.**
- 5.5 You or anyone living with you must not keep bottled gas, paraffin, petrol or any other dangerous material in your garage.**
- 5.6 You must not sub-let or use the garage for any purpose of trade or business**
- 5.7 You must not make any alterations or additions to the garage or fix any notice or business notice to it.**
- 5.8 You must allow Council employees and their contractors to enter the garage at all reasonable hours on request for the purposes of inspecting or carrying out any works which the Council think are necessary. You will be given at least 24 hours notice in writing except in an emergency.**

6. Anti-Social Behaviour

- 6.1 You must make sure that you, other people living with you and any visitors to you do not:**
- 6.2 Behave in a way which causes, or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your garage.**

- 6.3 Harass abuse or threaten people living, visiting or working in the locality of your garage.
- 6.4 Damage, misuse or dump rubbish in communal areas or anywhere on property owned by the Council.

7. Ending Your Tenancy

- 7.1 You must give the Council two weeks notice in writing starting from a Monday, to Coast and Countryside Housing, 3-5 Shorncliffe Road, Folkestone Kent. Tel 01303 850700 if you intend terminating your tenancy.
- 7.2 You must return all keys to your property to the Council by 12 noon on the Monday when your tenancy has ended. If they are not further rent will be charged

The keys must be handed into either:

**Coast and Countryside Housing, 3-5 Shorncliffe Road,
Folkestone**
One Stop Shop, Magpies, Church Approach, New Romney
One Stop Shop, 158a High Street, Hythe

You should ask for a receipt when returning the keys.

- 7.3 You must leave the garage in a clean and tidy condition, clear of all your belongings and rubbish.

8. Notices

We may serve any notice on you at your home, by sending it by recorded delivery, delivering, by hand, a copy to your garage and fixing a copy to your garage door,

The enforcement of these tenancy conditions is at the discretion of the Council. The Council is not under a duty to take enforcement action in respect of all breaches but you acknowledge that the Council may take action against you for breach of these tenancy conditions which may result in the Council terminating the tenancy.

9. What You Can Do If The Council Does Not Keep To The Agreement

Read this Tenancy Agreement and:

- 9.1 First complain to Coast and Countryside Housing Services

- 9.2** If these actions do not put the situation right you will need to write and complain to the Complaints Monitoring Officer, Coast and Countryside Housing Services. He or she will arrange for your complaint to be investigated and will write to tell you the result
- 9.3** You can talk to your local Citizens Advice Bureau, or other advice centre or a solicitor for information about your rights.
- 9.4** If you wish to serve a notice to do with legal proceedings, and all other notices on the Council it should be served on The Director of Housing, Shepway District Council, 3-5 Shorncliffe Road, Folkestone, Kent CT20 2SQ.

10. What The Council Can Do If You Do Not Keep To This Agreement

- 10.1** We will investigate the circumstances and try to reach an agreement so that you will keep to the Agreement
- 10.2** If you still do not keep to the Agreement we may serve a notice on you requiring you to comply. If you do not comply we will take action to end your tenancy.