

Appendix 2



GARAGE - CONDITIONS OF TENANCY

This agreement contains the terms and obligations of your tenancy of a Cambridge City Council Garage. This is a very important document. Please read it carefully. It is the legal contract between you and Cambridge City Council. It sets out the rights and responsibilities you have as a tenant of a garage and the responsibilities we have as a landlord.

1. General Information:

- 1.1 The garage is let to the tenant on a weekly tenancy running from Monday to Sunday. The tenancy shall be for a minimum period of 4 weeks and may be terminated on any Monday thereafter by the Council or the tenant giving one weeks notice in writing.

Please Note:

Further weeks rent will be charged if all keys are not handed into Housing Office Reception atby 12 noon on the first Monday following the termination date. If you fail to return the keys, you may also be charged for the cost of replacing the locks to the garage.

You should obtain a receipt for the keys, as this is the only acceptable evidence in the event of any dispute concerning the return of the keys.

- 1.2 If the garage is rented for commercial, commuting or storage purposes the enhanced weekly rent will apply.
- 1.3 Any notice, which may be served under this agreement, will be deemed to have been validly served if:
It is sent by post or delivered by hand:
(a) by the tenant to the Director of Community Services, Hobson House, 44 St. Andrews Street, Cambridge.
(b) by the Council to the tenant at the address of the tenant given in agreement.
(c) The Council have affixed prominently to the door of the garage.

2. Council Responsibilities:

- 2.1 The Council may increase or reduce the rent at any time by giving the tenant a minimum of four week's written notice of the new amount payable.
- 2.2 The Council will be responsible for keeping the exterior and the structure of the garage (including any drains, gutters and external pipes) in good repair.

GARAGE - CONDITIONS OF TENANCY

2.3 The Council shall, on giving no less than three clear days written notice to the tenant, be entitled to inspect the garage to see whether or not the tenant is complying with this agreement. However the Council shall be at liberty to enter the garage to inspect the state of repair and to execute repairs therein or for any other purpose, at all reasonable hours of the day.

3. Tenants Responsibilities:

3.1 If you are the tenant of a Council dwelling you will receive a separate rent payment card for the garage and you will need to make arrangements to pay your garage rent.

Please note: If the tenant rents a dwelling as well as a garage from the Council and any money paid by the tenant is not enough to cover the rent owing on both the dwelling and the garage, it will be first used to pay what is owed for the dwelling. Any amount left over will then be put towards what the tenant owes for the garage.

3.2 Council Garage Tenants should pay by Direct Debit in advance at the beginning of the month. You should make the arrangements to pay with the Customer Services Assistant for your Area when you collect the keys.

3.3 The tenant will not assign or sublet the garage to any other person/s. However, another member of the tenant's household may use the garage.

Please note: If the garage is rented on a commercial basis only employees from that company can use the garage.

3.4 The garage must only be used for the storage of a private light goods motor vehicle and/or bicycle and/or motorcycle and not for any 'business purposes' at all (Part II of the Landlord and Tenant Act 1954).

3.5 The tenant must not carry out any alteration to the structure of the garage or the layout of the ground.

3.6 The tenant must not park or carry out any repairs or maintenance of vehicles in such a way as to cause any obstruction to any users of other garages or other property nearby. You must not permit the parking of any vehicle on estate verges, grassed area or forecourts of garages, or in any area that could cause an obstruction or potential danger to other users.

3.7 The tenant must under no circumstances pour oil or petrol into the drainage system.

GARAGE - CONDITIONS OF TENANCY

- 3.8 The tenant shall not do or permit to be done in connection with his occupation of the garage anything which, in the opinion of the Council may be or become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the tenants on the Council's Housing Estates or of any other person.
- 3.9 The tenant must not display or permit to be displayed on the garage or its surrounding area any advertisement notice, bill or name-plate.
- 3.10 The tenant shall be responsible for the cost of any repairs to the garage other than those arising from fair wear and tear or from damage caused by third parties. The tenant will however be responsible for damage caused by anyone using the garage with his or her permission.
- 3.11 At the end of the tenancy, you must leave the garage in good condition. When ending the garage tenancy, you must give up possession of the garage in an empty and secure state, being clear of all contents. Any items left in the garage after the termination dates are deemed to be no longer required and will be disposed of, without further notice by the Council, and you will be charged removal and disposal costs
- 3.12 The tenant will be given a rent swipe card by the Council. If the tenant is also a tenant of a dwelling owned by the Council then a rent swipe card will be issued for the dwelling and a separate card will be issued for the garage. The two tenancy agreements are separate and each may continue independently of the other.



Garage Tenancy Agreement

Address of garage:

.....
.....

Date of commencement of tenancy:

Two keys given to each garage user:

Please tick: Yes No

Weekly rent:.....

**Commuters and Commercial customers please note:
Refer to 3.3 of the Garage Tenancy Conditions**

Garage users details:

Vehicle registration document and certificate of insurance:

.....

I have had the tenancy agreement and conditions explained to me and hereby accept the tenancy.

Name:

Signature:

Home Address:.....

Telephone number: Home:

Business:.....

Mobile:.....

I have read and agree to abide by the conditions of the Garage Tenancy Conditions and understand that the Tenancy is determined by one week's notice in writing.