



Colchester Borough Council

Conditions of Tenancy for Garages

This is an important legal document. Please read it carefully. It sets out the conditions of tenancy for renting your garage from us. When you sign your tenancy agreement you will be entering into a contract with us and agree to keep the tenancy conditions. It is important that you understand what these conditions are because if you break them you could lose your garage tenancy.

A. Your landlord

The landlord of your garage is Colchester Borough Council
You can write to us at this address:

Colchester Borough Homes
1st Floor Rowan House
33 Sheepen Road
Colchester
Essex
CO3 3WG

B. Our responsibilities

1. We will not interfere with your right to use your garage if you keep to the tenancy conditions.
2. We will carry out the repairs to keep the garage weatherproof. We will keep the structure and the doors of the garage area in a reasonable state of repair except when the damage has been caused by you, your visitors or members of your household.
3. We will repair the lock fitted to the garage door. We are not responsible for padlocks or any locks which we have not fitted.
4. We will give you reasonable notice if we need to carry out an inspection or repairs (except in an emergency).

C. Your responsibilities as a tenant

1. You must pay your rent weekly in advance.
2. You must tell us about any repairs that are needed as soon as possible. If you damage the garage you must carry out repairs at your own expense and to a satisfactory standard. If you do not, we can do the work and charge you for it.
4. You must keep the area in front of your garage tidy and clear of rubbish or anything that may obstruct other garage users.
5. You cannot make any alterations to the garage unless we give you written permission first. You are responsible for maintaining any alterations you make.
6. You cannot give the tenancy to anyone else, sub-let or allow anyone to use the garage (apart from members of your household) unless we give you written permission first.
7. You must allow our staff or contractors access to the garage at any reasonable time to inspect or carry out repairs. In order to carry out major improvements or repairs we may in exceptional circumstances need you to clear your garage and we will offer you an alternative as close as possible. We will give you reasonable notice of this. It will be your responsibility to move the contents of your garage under these circumstances.
8. You cannot use the garage for anything that is dangerous, illegal or which causes a nuisance to other garage users or residents in the area.
9. You cannot run a trade or a business from your garage, or keep goods relating to a trade or business unless we give you written permission first. We can withdraw our permission if your trade or business causes a nuisance.
10. You may repair your own vehicle in your garage provide you do not cause a nuisance. You cannot use your garage or the garage area to carry out car repairs for other people (apart from members of your household) whether you charge money or not.
12. Apart from the fuel kept in the fuel tank of a vehicle, you must not keep more than 5 litres of petrol, diesel or paraffin in the garage. This must be stored in a proper petrol can designed for the purpose. You cannot store any greater quantity of fuel or any other flammable substances that may be a fire hazard.

13. You must not dispose of waste oil or any flammable or poisonous liquid in the drains.

14. Any property stored in the garage is at your own risk. The Council does not take responsibility for the security of any goods or vehicles you keep in the garage or the garage area. You should make sure that any property stored in the garage is adequately insured for loss or damage.

15. If you are a council tenant you must keep the rent for your home up to date and if you are a leaseholder you must keep your service charges up to date. We would not normally allow you to keep your garage tenancy if your service charge or main rent account falls into arrears.

16. If you rent a council garage neither you nor members of your household will be eligible for a disabled on street parking bay.

D. Ending your tenancy

1. You can end your tenancy by giving one clear week's notice **in writing**. If you do not give enough notice we can charge you rent until your tenancy officially ends.

2. You should leave the garage empty and clean or we can charge you the cost of clearing and cleaning. If you leave any property in the garage we can continue to charge you rent until it is completely empty or we can clear the garage and dispose of the items.

E. Breach of tenancy conditions

1. If you break any of these tenancy conditions we can end your tenancy by sending a notice to quit to your last known address. When the notice expires we can change the locks and give you notice to remove your belongings. If you have not removed your belongings within 28 days we can dispose of them without further notice.

2. We have the right to decide what kind of behaviour is a breach of your tenancy conditions and our decision is final. We will normally give you the opportunity to change this behaviour before we end your tenancy.

F. Garage Enquiries

Repairs

If you need to report a repair, please telephone the Repairs section on 01206 282514

Rent and other enquiries

If you have any questions about your rent or your garage tenancy, please contact our Customer Services Team:

Telephone 01206 282514

Email cbh@colchester.gov.uk

Visit us during normal office hours at:

**The Greenstead Local Housing Office
Hawthorn Avenue
Colchester
CO4 3QE**

If you need help reading or understanding this leaflet you should bring it to:

**The Greenstead Local Housing Office
Hawthorn Avenue
Colchester
CO4 3QE**

OR

Telephone 01206 282514

We will try to provide a reading service, translation or any other format you need.