

## **GARAGE TENANCY TERMS AND CONDITIONS**

1. Subject to Clause 28, the tenancy shall be for a minimum period of 6 months and may be terminated at the end of this period on any Monday thereafter by the Council or the tenant giving 4 weeks' notice in writing. The keys of the garage must be returned to the Central Garages Team in person or by Recorded Delivery or Registered Post before 12 o'clock on the Monday on which the notice expires.
2. Garages may vary in size. Viewing of garage interiors is not possible, although if a garage is found by the licensee not to be suitable for their purposes, by reason of condition, size or location, the licence may be cancelled, and the six month rental requirement waived if the keys are returned to the Central Garages Team within 72 hours of the signing of the agreement.
3. The rent is due in advance on Monday in each week and must be paid using one of the methods set out on the accompanying sheet entitled '*Easy Ways to Pay Your Garage Rent.*'. The rent may be paid periodically, including monthly, provided this is paid in advance and provided no arrears are accrued. Rates and taxes will be paid by Lambeth Council, provided the rent is paid.
4. Rent charges are currently **£19** per week for Lambeth Council tenants, **£22.50** for leaseholders of Lambeth Council and **£36** per week inclusive of VAT for all other garage tenants. The rent is liable to alteration, but 14 days written notice of any such change will be given. The tenant at the expiry of the notice period shall be deemed to have agreed to the substitution of the altered rent for the rent previously paid, and will be subject to the continuance of the tenancy on the new, substituted terms and conditions
5. At the end of the tenancy, the tenant shall deliver up the garage with all fixtures and fittings, in a good and tenantable state of repair and condition (subject to fair wear and tear), complete with all locks and keys, as well as all communal access fobs and transmitters belonging to Lambeth Housing Management.
6. Where written notice is given and the keys are not returned, the tenant shall continue to be liable for rent charges until the keys are received. If the keys are not or cannot be returned, the tenant may be charged the cost of the lock change; and the cost of replacement communal access keys, fobs or remote transmitters where issued, this sum to be debited from their rent account. The current cost of the garage lock change is **£120**. The cost of replacement 'FB' access keys, padlock gate and simple electronic 'swipe' fobs is **£15**. The cost of replacement 'Gerda' keys and remote transmitter fobs is **£50**. All charges are all liable to alteration without further notice as suppliers' costs may vary.
7. If, on the tenant vacating the garage it is found to be in a dirty condition requiring special cleaning (including the removal of rubbish), the tenant shall pay the cost of such cleaning; the appropriate sum to be debited from their rent account.
8. Goods found in the garage at the end of the tenancy are regarded as abandoned, and will be disposed of after one calendar month. Where a repossessed garage is found to contain a vehicle or other goods subsequently claimed by the tenant, a weekly charge equivalent to the weekly rent may be levied for use & occupation, to be debited from their garage rent account.
9. The tenant shall not fix to the garage or any part of it, notices, wires, lamps, shelving, cupboards, benches, tools or other attachments of any kind, and shall not make any alterations to the garage or carry out or permit to be carried out, any work for providing the garage with any form of heat, light, power or energy unless this is approved by Lambeth Housing Management. Any installation so carried out shall be maintained by the tenant to the satisfaction of Lambeth Housing Management.
10. The garage shall only be used for the purpose of housing the tenant's private motor car or motor cycle. The garage is not to be used, for example, to store household goods, commercial stores, builder's materials or tools, except for those necessary for the maintenance of the tenant's motor vehicle, nor is it to be used for human residence or for the housing of animals of any kind.
11. No gas bottle, cylinder or tank intended for domestic heating, for oxyacetylene welding or any other use is to be stored in the garage. Except for quantities in the tanks of the tenant's motor car or motor cycle, storage of any petrol whatsoever or more than five gallons of lubricating oil is strictly prohibited. The tenant must dispose of used oil and other motor vehicle fluids in a clean, safe and lawful manner.
12. The tenant must not run the engine of their vehicle inside the garage except where necessary for the removal of the vehicle from the garage, or to park the vehicle inside the garage.
13. No repair work of any kind shall be carried out in the garage or on any adjoining land belonging to the Council except for simple maintenance works on the tenant's motor car or motor cycle. Its use for any other purpose, including use as a shop or workshop or in conducting commercial activity of any sort is strictly prohibited.
14. The tenant shall abide at all times by the regulations relating to parking on Lambeth Council estates. Details of local restrictions and regulations may be obtained from the Area Housing Office or by calling the Lambeth Contact Centre on 020 7926 6000.

15. The tenant shall not block access to the garage, garage forecourt or service roads to the garages with vehicles or other items. The forecourt and approach is to be kept clear and clean at all times. Vehicles blocking access may be relocated without further notice and served with a Penalty Charge Notice of **£65**. Charges may be varied without further notice.
16. The tenant must not interfere in any way with estate or communal electric lighting installations and fittings belonging to the Council. Any defects should be reported at once to the Lambeth Contact Centre on 020 7926 6000.
17. Lambeth Housing Management, its agents or workmen, shall be free to enter the garage to inspect its state of repair and to carry out repairs if needed, or for any other necessary purpose, at all reasonable hours of the day.
18. Lambeth Housing Management undertakes to keep the garage structure, door and lock in a reasonable state of repair, but cannot guarantee that the garage shall be kept entirely weathertight at all times.
19. The tenant must notify Lambeth Housing Management immediately of any repairs, defects or damage to the garage through the Lambeth Contact Centre by calling 020 7926 6000, or by writing to the Central Garages Team. All garage repairs shall be completed within 30 working days, unless, in the opinion of Central Garages Team, there is an immediate risk to the health and safety of the tenant or the general public, in which case an emergency repair can be carried out to make the garage safe within 48 hours or as resources permit.
20. The tenant shall relocate the garage contents at their own expense if the tenant considers they are at risk of loss or damage while the garage is awaiting repair. Lambeth Housing Management may provide a refund of rent for any period exceeding one week where, in the Central Garage Team's opinion, the garage is beyond reasonable use pending completion of the repair; however, no refund can be provided where the tenant continues to make full or partial use of the garage during this time.
21. Lambeth Housing Management shall provide the keys to and shall be responsible for the maintenance of a single lock to the garage at the start of the tenancy. The tenant shall be liable for the replacement of the lock at their own expense where the keys are lost. The provision any additional locks to the garage and the maintenance of these locks shall be the tenant's responsibility.
22. The tenant shall repay to the Council the cost of repairing any damage done to the garage or to the fixtures or fittings, including the breakage of window glass and the replacement of locks and keys where the damage is not caused by reasonable wear and tear.
23. No naked flame or glowing or incandescent material is permitted in the garage. The tenant shall not do or permit any act whereby any policy of insurance against loss or damage by fire by or on behalf of Lambeth Council or Lambeth Housing Management may become void or voidable or whereby the premium payable in respect thereof may be increased, or whereby any statutory provision or provision contained in any regulation made by any duly constituted authority with regard to the storage and use of petrol and other explosive or inflammatory oils or substance are contravened.
24. The Council and Lambeth Housing Management accept no liability for damage or loss to vehicles or other items stored in the garage. The tenant must insure the garage contents against fire, flooding, theft and vandalism and meet the costs of any insurance premiums arising.
25. The tenant shall not do or permit to be done in connection with his occupation of the garage anything which, in the opinion of Lambeth Housing Management, may be or may become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the residents of the housing estate or of any other person.
26. The tenant shall not assign the garage to another, or sublet the premises or any part of it without the prior written approval of Lambeth Housing Management. Upon the death on the tenant, the tenancy shall be ended.
27. Any notice under this agreement shall be in writing and any notice to the tenant shall be sufficiently served if addressed to him and attached to the garage or sent to him by post or left at his last known address, and any notice to the Council or Lambeth Housing Management shall be sufficiently served if delivered to the Manager of the Central Garages Team, address of whom is shown below.
28. If a tenant fails or neglects to observe any of these conditions, the Council and/or Lambeth Housing Management may at any time summarily end their tenancy without prejudice to any causes of action that may have accrued at the date of termination.
29. The Council and/or Lambeth Housing Management reserve the right to amend the terms of this agreement from time to time by giving two weeks' notice in writing.