

City of Durham

Policy on the letting and management of Council Garages

Introduction

This Policy outlines who is eligible to apply for the tenancy of a council garage, the process by which applications are considered and how council garages are allocated to applicants. It also outlines the tenancy agreement entered into by tenants of council garages and the responsibilities of both tenants and the Council.

Eligibility

Any person over the age of 16 years may apply for a council garage. Applicants do not need to be council tenants to apply for a council garage.

Applying for a council garage

Applicants do not need to complete an application form but may make their application by providing their name, address and telephone number either in writing, by visit or by telephone. At this stage applicants would also need to specify in which locality they wished to rent a garage and if applicable on which site or street.

Choice of Locality/Site

Applicants may choose one locality from the 18 available throughout the District, listed below. An applicant may register an application for a garage anywhere in that locality or for a garage on one particular site or street.

Bowburn	Esh Winning	Shadforth
Brandon	Framwellgate Moor	Sherburn Road
Brasside	Gilesgate	Sherburn Village
Claypath	Meadowfield	Ushaw Moor
Coxhoe	New Brancepeth	West Rainton
Elvet	Pity Me	Witton Gilbert

Waiting Lists

Applications will be registered in datal order and a computerised waiting list compiled for each locality.

Annual Review of Waiting Lists

Twelve months after an application is accepted, and every twelve months thereafter, the applicant will be sent an Annual Review Form which must be completed and returned within twenty-eight days in order to remain on the waiting list. If this form is not returned, the application will be removed from the appropriate waiting lists.

Allocation

Allocation of a council garage will be made once the applicant's name reaches the head of the waiting list.

Where the applicant is a council tenant they will not be made an offer of a garage if their rent account is in arrears.

If the Council has applied for a Court Hearing or there is a Court Order currently in force, an offer of accommodation will not be made and the application will be removed from the waiting list.

Applicants will be made two offers of accommodation within their chosen locality.

Following two refusals, applications will be cancelled unless the applicant wishes to remain on the list, in which case their application will be re-dated from the date of the refusal.

Tenancy Conditions

Following acceptance of an offer of a council garage the tenant will be required to sign the Tenancy agreement which outlines the Terms and conditions under which the garage is allocated. A copy of the Tenancy agreement is attached at appendix A.

The Tenancy Agreement document outlines the address of the garage, the name and address of the tenant, the weekly rent at the time of allocation. The Document contains a clear declaration to be signed by the tenant and witnessed and dated by an Officer of the City Council. The Declaration particularly states that the tenant agrees to accept the tenancy of the garage under the terms and conditions set out on the document.

Responsibilities of City Council and the tenant

The responsibilities of the City Council and the tenant are clearly set out in the Tenancy Agreement – see Appendix A.

Charges and methods of payment

The charge is a weekly charge which is due in advance on Monday of each week. Non-council tenants are also charged V.A.T. Tenants wishing to pay monthly should pay monthly in advance. All current methods of payment are acceptable e.g. payment to rent collector (if a council tenant), payment at office, by post, by telephone or by direct debit. Tenants are encouraged to pay by direct Debit wherever possible. The Council may increase or decrease the rent by giving the tenant not less than one calendar months notice in writing.

Inspection and Management procedures

The Tenancy Agreement specifies the City Council's right to inspect the garage premises upon giving the tenant reasonable notice or to enter the garage premises at anytime without notice in an emergency. The City Council will also periodically inspect garage sites as part of routine estate walkabouts.

Database

The Computerised Housing Management system records whether council garages are tenanted or vacant.

Future Provision

Housing Services will monitor long term vacant garages against demand. Where there is a mismatch of supply and demand then consideration will be given to whether the garages should be maintained or demolished.

Housing Services will also give consideration to the appropriateness of council garages in certain locations in the light of community safety and neighbourhood development.

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Paul Koniszewski
Head of Housing Services

HTSIGNUP

GARAGE TENANCY

Address of garage:

.....

I,

Of (Address)

.....

accept the tenancy of the above garage.

At a weekly rent of £

DECLARATION

I, agree to accept the tenancy for the above named garage under the terms and conditions set out on the back of this agreement. I acknowledge receipt of keys for the garage and I undertake to return the same number of keys upon termination of the tenancy.

Signed
(Tenant)

Signed (Date)
On behalf of City of Durham

COUNCIL GARAGE

CONDITIONS OF TENANCY

1. The weekly rent is due in advance on Monday of each week. Tenants wishing to pay monthly should pay monthly in advance.
2. The Council may increase or decrease the rent by giving the tenant not less than one calendar months notice in writing.
3. The garage must be used for the purpose of storing a private vehicle only. A tenant wishing to store any item other than their motor vehicle is required to obtain the written permission of the Council's Housing Services to do so.
4. Only minor repairs to the tenant's own vehicle will be permitted.
5. The garage must not be used for the purpose of carrying out any trade or profession.
6. Inflammable, explosive or liquid material other than that which is in the fuel tank of the vehicle should not be stored in the garage.
7. The tenant shall not assign or sub-let the garage tenancy.
8. The tenant shall take all reasonable steps to prevent damage to the garage and shall be responsible for the cost of making good any damage caused by his/her default or negligence. The tenant shall ensure that the garage remains secure at all times and that repairs are reported to the Council as soon as possible.
9. The tenancy may be ended by the tenant, or the Council giving four week's notice in writing of their intention to end the tenancy. The tenancy will end on a Sunday and the keys should be returned to the Council before 10.00 am on the following Monday.
10. The Council requires vacant possession at the end of the tenancy and the tenant agrees to remove all personal possessions and rubbish and leave the garage in a good condition and repair.
11. The Council accepts no responsibility for anything left in the premises at the end of the tenancy and the tenant may be charged for the removal of items left in the premises.
12. The Council reserves the right upon giving reasonable notice to the tenant, to inspect the garage premises. The Council may enter the garage premises at anytime without notice in case of emergency.
13. The Contract (Rights of Third Parties) Act 1999, shall not apply to the tenancy.
14. Failure to adhere to the Conditions of Tenancy set out in this agreement will result in the Council giving notice to the tenant to quit the garage.