

# EXAMPLE



## London Borough of Ealing Garage Tenancy Agreement

This document dated \_\_\_\_\_ is a garage tenancy agreement between the Council of the London Borough of Ealing ("The Council") and

Mr / Mrs / Miss \_\_\_\_\_ ("The Tenant")

Of \_\_\_\_\_ (Home Address)

Re: \_\_\_\_\_ (Garage Address)

under which The Council lets to the Tenant the Premises named below. The agreement sets out the parties' rights and duties which must be observed and performed.

In the Agreement the following expressions have the meaning set beside them below:

"The Council" (of the London Borough of Ealing - Garage Owner)

"Tenant" (Garage Tenant)

"Premises" (Garage Address)

The tenancy shall be a weekly tenancy and may be terminated by either the Council or the Tenant by giving one week's notice to quit in writing before 12 o'clock (noon) on any Monday and expiring at noon on the following Monday.

### DUTIES OF THE TENANT

#### 1. Rent

The rent, which is due in advance on Monday in each week, shall be paid regularly and promptly at such places and at such intervals as the Council may determine. If the rent is paid fortnightly each payment shall consist of one week's rent in arrear and the current week's rent. The Giro Cheque counterfoils must be produced when required to the Director of Finance or other authorised personnel.

The rent may be altered by giving the tenant one week's written notice of the alteration.

#### 2. Access

The Tenant shall give the Council's Agents and Facilities personnel every facility for entering the Premises at all reasonable times to inspect the state of repair and cleanliness and to carry out any repairs to the Premises or to adjoining property belonging to the Council.

#### 3. Use of Premises

The Premises shall be used as a garage only. The Tenant shall not be permitted to assign, sub-let or part with the possession of the Premises or any part of them or carry on a trade or business of any kind on the Premises whether as Principal or Agent, or use the Premises as a workshop without obtaining the previous written consent of the Council.

The Tenant shall not affix or exhibit on the Premises any notices, nameplate or advertisement without the prior consent of the Council.

#### 4. Service Roads

Service Roads to garages provided by the Council shall not be used for the parking of cars or vehicles of any description.

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## 5. Nuisance

The Tenant shall act in a reasonable manner and avoid in particular conduct which might be or become a nuisance or danger to others. The Tenant is also responsible in this respect for the conduct of others who are using the Premises with the Tenant's consent.

## 6. Repairs

The Tenant shall pay on demand to the Council the cost of making good any damage to its property caused through the neglect or carelessness of the Tenant, any member of the Tenant's household or visitors or by his/her failure to observe the Terms of the Tenancy Agreement.

## 7. Notification of Disrepair

The Tenant shall advise the Council as soon as possible of any defect in the Premises either by telephone, fax, email or in writing.

## 8. Alterations

The Tenant shall not carry out or permit to be carried out on the Premises any work for the purpose of supplying to the Premises a means of heat, power, light or energy except in such a manner as the Council may approve, and any works so carried out shall be maintained by the Tenant to the satisfaction of the Council.

## 9. Statutory Provisions

The Tenant will observe all statutory provisions and all provisions contained in any regulation made by any duly constituted authority with regard to the use of petrol and other explosive or inflammatory oils or substances on the Premises. No petrol, benzol, gas or other motor spirit, except what may be contained in the tanks of the motor vehicles and no empty petrol tins will be kept in any building housing motor vehicles. No unenclosed lights shall be used on the Premises and the tanks of the vehicles will not be filled and/or emptied therein when artificial light other than electric light used.

## 10. Disposal of Personal Property

The Tenant shall remove all his/her personal property and any rubbish at the termination of the tenancy. Any personal property found in the Premises at that time shall be deemed to have been abandoned and the Council shall remove and dispose of it in such a manner as they think fit without incurring any liability to the Tenant or any member of his/her family or his/her household. The Tenant shall pay to the Council on demand all expenses incurred by the Council in removing or disposing of such property or in storing it pending disposal. The Council may before returning any such property to the Tenant, members of his/her household or anyone claiming under him/her require the prior payment of monies recoverable under this condition and of any arrears of rent that may be due to the Council in respect of the Tenant's occupation of the Premises.

## DUTIES OF THE COUNCIL

### 1. Repairs

The Council will repair the structure and the exterior of the Premises with the exception of glazed areas and locks but will not carry out any repairs which have become necessary through the fault of the Tenant or a member of his/her family or his/her visitor or because the Tenant or a member of his/her family or his/her visitor has acted unreasonably.

### 2. Termination of the Tenancy

If the Tenant refuses or neglects to perform or observe any of the foregoing conditions, or if the rent is at any time in arrears the Council may terminate the tenancy forthwith on giving one week's notice in writing to the Tenant and such termination shall be without prejudice to any right or remedy of the Council in respect of any breach of these conditions. The Tenant shall be liable for the payment of rent up to the date of the termination of the tenancy.

The entry into possession by a Tenant shall be conclusive evidence of his/her acceptance of all the foregoing conditions.

At the end of the tenancy the Tenant shall return all of the keys to the Premises to the Director of Housing by noon on the last day of the tenancy.

**Variation of the Garage Tenancy Agreement**

Any variation to the terms of this Agreement will be notified to the Tenant in writing.

Inclusive rent per week \_\_\_\_\_ Tenancy Commences \_\_\_\_\_

Type of Vehicle \_\_\_\_\_ Registration number \_\_\_\_\_

I acknowledge having received today the key(s) to the premises

SIGNED \_\_\_\_\_ TENANT

\_\_\_\_\_ ON BEHALF OF THE COUNCIL

\_\_\_\_\_ DATE