

Your garage tenancy conditions

Definitions

- We (and us and our) means Birmingham City Council, your landlord.
- You (and your) means the tenant or tenants named on the tenancy agreement for the garage.
- Garage means the garage we are renting to you.

These terms and conditions give important information about your garage tenancy.

1. Start of the tenancy

Your garage tenancy is a weekly tenancy and will start on a Monday.

2. Rent

You must pay at least one week's rent when you sign the tenancy agreement.

You must always pay your rent in advance (for the period to come).

You can pay your rent:

- every week • every fortnight, or
- every month.

Search 'pay your rent' on our website to find out how to pay your rent. We prefer you to pay by Direct Debit.

Payment holidays

There are four weeks a year when we don't charge you rent. These are known as 'payment holidays'. The payment holidays are:

- two weeks in March, and
- two weeks in December.

If your account is up to date, you don't need to pay rent during the payment holidays.

If you owe us rent for your garage, you **must** clear the outstanding debt in full during the payment holiday.

If you cannot pay your garage rent, you must contact our rent collection team immediately on rent@birmingham.gov.uk or 0121 675 2006.

What happens if I don't pay my garage rent?

If you don't pay your garage rent on time, we will write to you and give you seven days to clear your arrears.

If we don't receive your payment within those seven days, we will send you a 'notice to quit' and your tenancy will end after 14 days.

We may take you to court to get back any rent you owe us. If the court gives us a court order against you, this could make it difficult for you to get credit in the future.

If we end your garage tenancy because you owe us rent, you will not be able to apply for another garage until you have paid the money you owe us.

We have the right to change the rent at any time. We will give you four weeks' notice of any changes.

3. Use of the garage

You can use your garage to store most items, including a privately owned motor vehicle.

You cannot use your garage to store anything that is flammable (easily catches fire and burns) or anything that contains harmful substances. This does not include any fuel or oil in the tank or engine of a vehicle.

You must:

- keep your garage locked and in a clean and tidy condition
- allow our employees and subcontractors to enter your garage to inspect it or carry out repairs, and

- tell us if you move home and want to keep your garage – if we cannot contact you, we will end the tenancy and dispose of anything you leave in the garage.

You must not:

- run a business from the garage
- leave the engine of a vehicle running while it is in the garage
- attach any notices, nameplates or advertisements to the garage or garage block
- store any items on the roof of the garage or on adjoining land
- store rubbish in the garage or leave rubbish outside it
- live in the garage or allow anyone else to live in it
- use the garage for any illegal or criminal purpose, or for anything that is widely considered to be unacceptable (for example, selling or using illegal drugs, or storing or handling stolen goods)
- rent or sublet your garage to someone else (including passing the tenancy on to any other family member)
- make additions or structural alterations to the garage (this includes installing an energy supply, equipment or machinery)
- store flammable materials, liquids or gas cylinders in the garage
- cause any inconvenience to local residents or other garage users, or
- use the garage forecourt for parking or obstruct another tenant's use of the garage site.

Damage to the contents of the garage

All contents and vehicles are stored in the garage at your own risk. We will not be responsible for any damage to contents, fixtures or fittings.

4. Damage and repairs

You must report any repairs to us. Email us at HousingRepairs@birmingham.gov.uk or call us on 0121 216 3330.

We treat garage repairs as 'non-urgent' unless the condition of the garage causes a health and safety issue.

We will repair the structure and exterior of a garage. This includes the roof, walls, doors, floor, main timbers, gutters, paintwork and locks.

We will only carry out repairs to a garage if we believe it is economical to do so.

If there is serious damage to a garage, we will decide whether or not to repair it. If a garage becomes uneconomical to repair, we will give you notice to quit. You will usually have 14 days to leave.

We may sometimes need to contact you so we can carry out maintenance or repairs to the garage block.

We will carry out any repairs in line with our usual waiting time for repairs. When you report a repair we will tell you when we can fix it.

If you miss a repair appointment without telling us, you will have to report the repair again.

You will have to pay to repair any damage:

- caused by a member of your household or one of your visitors, or
- that is not due to fair wear and tear.

You will be responsible for any fittings in the garage (for example, shelving or any additional locks that you fit).

You will be responsible for the cost of having to replace any keys or locks due to damage or loss.

Asbestos

Some of our garage roofs may contain asbestos. Make sure you report any damage to the roof. This could include:

- flaking particles
- dust, or
- broken roof sheets.

5. Insurance

You are responsible for insuring the contents of your garage.

We don't guarantee that our garages are 100% wind and weathertight. You should take out adequate insurance to cover anything you bring into or store in the garage.

We are not responsible for stolen or damaged items.

You will be responsible for any loss or damage caused to property or injury caused to people or animals during your tenancy.

6. Ending the tenancy

The tenancy is a weekly tenancy and we or you can end it at any time by giving the other notice.

If you want to end the tenancy, we must receive your notice by midday (12pm) on any Monday. You can return the keys any time after you give us notice, but you must return them by midday (12pm) on the following Monday.

You need to give us at least one week's notice in writing. Any notice runs from the Monday after we receive it. The tenancy will end seven days after this. You must pay the rent (and any other charges) until the day the tenancy ends.

Example:

You give us notice on Friday 29 May. The notice period will start on Monday 1 June and the tenancy will end at 11.59pm on Sunday 7 June.

You must pay us rent until 11.59pm on Sunday 7 June.

You can return the keys at any time during the notice period, but you must return them by midday (12pm) on Monday 8 June.

If we want to end the tenancy, we can serve a notice to quit:

- by post
- by email,
- by delivering it to the last address we have for you.

Returning the keys

You can return the keys any time after you give us notice to end the tenancy, but you must return them by midday (12pm) on the following Monday.

Your tenancy will not end until we get the garage keys back. We will continue to charge you rent until we get the keys back.

We are not responsible for keys that are lost in the post. You should use recorded delivery if you post the keys back to us.

The garage must be empty and clean when you return the keys. We may charge you for any work we have to do before we can let the garage out again.

Death of a joint tenant

If a joint tenant dies and the other tenant wants to continue to rent the garage, they will have to write to us and include a copy of the death certificate.

7. Disposing of personal property left in the garage

We do not accept responsibility for any property you leave behind when the tenancy ends. We may charge you for disposing of anything you leave in the garage.

Under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982, if we consider that the tenancy has come to an end (for example, if we evict you or you abandon the garage), we may serve an appropriate notice on you giving you the opportunity to collect your belongings. Once the notice has ended, we can dispose of any items that remain in the garage.

8. Our duties

We will make sure you can occupy the garage without interruption or interference from us for the whole of your tenancy.

We will do this as long as you do not break any of the conditions of the tenancy.

