

AGREEMENT FOR THE TENANCY OF AN ENVIRONMENT & NEIGHBOURHOODS GARAGE SITE

Dated:

200()

BETWEEN

- (1) **LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR ("the Council")
- (2) (FULL NAME of tenant in block capitals (in bold) and full postal address in lower case including postcode) ("the Tenant")

1 Agreement to Let

- 1.1 In this Agreement the expression "the Property" means the garage site situated at _____ shown coloured blue on the plan attached ("the Plan") together with any garage building erected on it from time to time
- 1.2 The "Tenancy Period" is the period of twelve months beginning on and including [_____] 200() ("the first day") and continuing after that from year to year until ended by a notice given under 1.4 below.
- 1.3 "the Rent" is the initial sum mentioned in clause 2.1 or any reviewed rent from time to time payable
- 1.4 A notice to end the tenancy can be served at any time during the Tenancy Period by either the Council or the Tenant but it must be in writing and each party shall give one months' notice to the other from and including the date of the notice to expire at any time
- 1.5 By this Agreement the Council lets the Property to the Tenant for the Tenancy Period in exchange for the Rent but subject to the obligations by the Tenant set out in this Agreement

2 Rent and Payments

- 2.1 The Rent shall be the sum of £[_____] per year together with Value Added Tax (if applicable) and is to be paid in advance on the first day in each year of the tenancy.
- 2.2 The Tenant must pay the rates and taxes assessments and any outgoings imposed or charged on the Property or on the owner or occupier of it during this tenancy.

3 Review of the Rent

The Council shall have the right to review the rent by giving to the Tenant three months' notice in writing at any time during the tenancy and whatever sum is stated on the notice shall be the rent payable. The Council will not review more than once in any year of the tenancy unless during that year the garage building has been replaced by a new garage.

4 Use Allowed

- 4.1 The Tenant must not use the Property for the purpose of any trade or business including but not limited to commercial sales by auction or otherwise, but as a private garage only for the storage of one properly maintained private motor vehicle ("the Use Allowed")
- 4.2 Any motor vehicle must be stored within the boundary of the property. The Tenant must not store any motor vehicle or otherwise encroach on any area outside the Property.
- 4.3 In exercising the Use/Allowed the Tenant must not commit any illegal acts or permit others to do so nor do or permit anything that annoys inconveniences or is a nuisance to any adjoining occupiers (including the Council) and members of the public or for any anti social behaviour
- 4.4 The Tenant must not store any hazardous or inflammable materials or substances in the Property other than those reasonably ancillary to the Use Allowed
- 4.5 The Tenant must not store or deposit any such materials and substances nor any other articles or equipment outside the Property
- 4.6 The Tenant must not damage the Property in any way

5 Repair and Maintenance

- 5.1 The Tenant must put and keep the Property in good and tenantable repair but reasonable wear and tear shall be taken into account.
- 5.2 The Tenant must keep the Council's land immediately surrounding the Property in a clean and tidy condition

6 Storage of Petrol etc

The Tenant must observe all statutory provisions and the terms of any policy of insurance relating to the storage and use of petrol and other explosive or inflammatory oils or substances and so far as such substances on the Property and so far as they may be allowed under Clause 4.4

7 Signs

The Tenant must not place any signs posters advertisements or writing on the Property including graffiti

8 Tenant's Obligations

The Tenant shall put up and/or replace when necessary a temporary or portable garage on the Property but only after the type of garage or replacement and the position of it is approved by the Council but the Tenant must obtain all other consents permissions and approvals that may be required.

9 Access Rights

9.1 The Tenant shall have the right of access (in common with others and at the Tenant's own risk) over the land of the Council shown coloured brown on the Plan ("the Brown Land") but only for the purpose of getting to and from the Property either on foot or by car

9.2 The Tenant will not cause any obstructions or park on the Brown Land

10 Planning etc

The Tenant must comply with the provisions of the Town and Country Planning Act 1990 and/or any enactment amending or repealing it and in particular must obtain all approvals of plans permissions and other things necessary for the erection of the garage or any alternations and comply with any other relevant regulations byelaws conditions and other matters

11 Alienation

The Tenant must not assign (transfer), underlet, share or part with the possession of the Property or any part of it.

12 Indemnity

To Indemnify the Council against all costs actions claims and demands by any person or persons in respect of, damage injury loss or accident (including fatal injury) arising out of the Tenant's use of the Property

13 Re-entry

13.1 If the Tenant fails to pay the Rent (including any reviewed rent) within 21 days (whether formally demanded or not) or does not keep to the terms of this agreement or is the subject of any insolvency proceedings then the Council has the right to enter the Property and this agreement will come to an end on the day of that entry

13.2 If the Council re-enters, it can still pursue any rights that arose before re-entry

14 End of the Tenancy

14.1 At the end of this tenancy the Tenant must yield up the Property and all fixtures on and additions to it except tenant's fixtures, in good and tenable repair in accordance with the Tenant's obligations contained in this agreement

14.2 Any garage on the Property shall be a tenant's fixture and shall be removed by the Tenant who shall make good all damage caused to the surface of the Property unless the Council agrees to the garage remaining in which case it shall become the property of the Council

14.3 If at the end of this tenancy the Tenant shall not immediately remove the garage or make good all damage to the Property in accordance with Clause 14.2 the Council may do so instead and any costs incurred in doing so shall become a debt due owed by the Tenant to the Council

SIGNED

Name of Housing Officer

Area Housing Office

Signature

Dated

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SIGNED BY THE TENANT

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Dated