

# OADBY & WIGSTON BOROUGH COUNCIL GARAGE LETTINGS POLICY & PROCEDURE

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## PART 1: Introduction

Oadby and Wigston Borough Council (“the Council”) owns garages and garage plots throughout the borough. The garages and garage plots are let on a weekly basis and charges are reviewed annually. This policy sets out how the Council manage the applications to rent a garage or garage plot and the priorities used when allocating.

## PART 2: Aims

The aims of this policy are to:

- Ensure vacant garage and parking spaces are let in a clear and transparent way, providing consistency to all residents.
- Maximise income from the garages and garage plots ensuring rent is collected in a timely and efficient way.
- To prioritise lettings to existing Council tenants
- Regulate the use of garages and garage plots to prevent Council tenants and the wider community from being subjected to unnecessary inconvenience.
- To inform the measures this will be considered when license terms are broken.

## PART 3: Roles and Responsibilities

Housing Options Team	Maintain the Garage waiting list and allocate garages. Dealing with any enquiries and taking appropriate enforcement action when appropriate.
Maintenance Section	Maintain and repair garages and garage plots when required including repainting of the garages on an approximate 7 year cycle.
Income Team	Collection of garage rents and garage plot charges in a timely and efficient way. Taking appropriate enforcement action when appropriate.
Community Safety & Tenancy Manager	Responsibility to ensure that all officers allocate garages and garage plots in accordance with the policy and deal with any complaints.
Head of Community	Review of garage and garage plot charges and an annual basis.

## PART 4: Waiting List

The Housing Options team will maintain a waiting list of applicants for garages and garage plots. Garage applications forms will be accepted for anyone over the age of 18. These will be ordered by date for each garage site or scheme, meaning the person who has been waiting the longest will be considered first.

Applicants with any outstanding rent arrears or sundry debt to the Council will not be eligible to apply to go onto the waiting list.

Priority will be given to existing tenants of the Council. The Council will ensure that no applicant will be discriminated as a result of the applicant process, by ensuring that the staff will offer assistance with completing forms to any applicants who may need assistance.

## PART 5: Management

Garages and garage plots are let on weekly licences and charges will be reviewed on an annual basis. Any arrears will be dealt with by the Income Section as per the Rent Arrears Policy.

Garages are let for the purpose of storing a vehicle in. However, in very limited circumstances garages may be let for storage but only with the prior written agreement of the Council.

Enforcement action will be taken by either the Housing Options team or the Income Team for any breach of the licence agreement by serving a 7 day Notice to Quit to terminate the garage or garage plot licence.

Notices to terminate garage and garage plot licences will be delivered to the address given to the Council by the licensee and where practicably possible will be attached to the garage or parking space.

## PART 6: Complaints

If any applicant is dissatisfied with a decision made concerning their garage or garage plot application, they may appeal via the Councils Complaints Policy and Procedure and dealt with accordingly.

## PART 7: Equal Opportunities

The Council promote equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

An Equalities Impact Assessment has been prepared as part of developing this policy – a copy is available from the Head of Community or the Council’s Compliance Officer.

Oadby and Wigston Borough Council operates in accordance with its Equal Opportunities Policy. A copy of the policy is available from the Council Offices.

## PART 8: Data Sharing

Customer information will not normally be passed onto any third parties without the customer’s prior written consent, *or* in exceptional circumstances where disclosure without consent is warranted. These circumstances are defined as follows:

- Where there are over-riding legal, social or public interest considerations, e.g. there is a risk of serious harm to the person themselves or others if the information is not disclosed.
- Where information is required by the police as part of a criminal investigation and is subject to data disclosure procedures.
- Where information is required by an authority for the assessment or collection of any tax or duty of a similar nature.
- Where, because the Council is under a duty to protect the public funds it handles, it may need to use the information provided by customers, to prevent and detect fraud. The information may also be shared for the same purposes with other organisations that handle public funds.
- The information may also be used for statistical purposes, which means we may pass this information, in confidence, to the relevant government department.

## PART 9: Review and Monitoring

This policy and procedure will be reviewed on a biennial basis.

# Appendices

## Appendix A – Garage Procedure

# OADBY & WIGSTON BOROUGH COUNCIL GARAGE PROCEDURE



August 2014

A



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# 1. Application Process

Oadby & Wigston Borough Council (“Council”) let garages and parking spaces on weekly licences. This procedure must be followed by staff in connection with the letting, management and termination of garages or parking spaces.

Anyone aged 18 years or older may apply to rent a garage or parking space.

The Garage Application Form (see appendix A) must be used to make an application for a garage or parking space. Completed application forms must be passed to the Housing Options Team for registration.

# 2. Registration

Applicants must state the purpose they wish to rent a garage or parking space. The Council will normally only consider applications where the express intent is the garaging of private motor vehicles. All other purposes must be agreed in advance of the letting by the Community Safety and Tenancy Manager.

All applications must be checked by the Housing Options Team for debts within the Council upon receipt. The Housing Options team will liaise with the Income Team for eligibility and to carry out checks on the application for any debts to the Council including:

- rent arrears
- former tenancy debts
- court fees
- rent deposit loans.
- Other Council debts may also be considered including council tax arrears,

A Debt Check Form (Appendix B) will be completed by the Housing Options Team.

Applicants with outstanding debts to the Council will not be normally considered for inclusion onto the garage or parking space waiting list unless an arrangement is in place and the exception is agreed by the Community Safety and Tenancy Manager.

A letter will be sent to successful applicants registering them on the waiting list to confirm their application has been accepted (Appendix C).

If an applicant has been unsuccessful in their application, a letter will be sent to them (Appendix D) advising them of the reason for declining their application for example they have a debt to the Council.

Housing Options team will maintain the garage and parking space waiting list which will be operated on a date of application basis.

Preference will be given to secure tenants of the Council.

Applicants who already hold a garage or parking space licence may be selected for a second garage or parking space but only after everyone else on the waiting list has been considered.

Applicants who hold 2 garages or parking space licences will not be selected for additional garages or parking spaces.

## 3. Garage Allocations

Where a garage or parking space is available to let the Housing Options team will generate a list of eligible applicants and will make the offer to the tenant at the top of the list, and then to other applicants in date order.

The Housing Options team will contact the applicant either by telephone, email or letter with an offer of a licence (Appendix E) and inviting a response within 3 working days. Failure to respond in the time scales will result in the next person being selected from the list.

Once a prospective licensee expresses an interest in a garage or parking space they will be required to pay the first 4 weeks charges in advance and sign the Licence Agreement (Appendix F).

Once this is complete the applicant will be given 2 keys to the garage where appropriate or a plan of the allocated parking plot. Initial payments should be made to the suspense account code 002241100 and the Income Team notified.

Housing Options will update the Orchard system with full details of name and correspondence address of the licensee and the address of the garage or parking space. Also a telephone contact number where possible.

The Housing Options team will also update the Orchard system to show how payments will be made i.e. cash, cheque and how often payments will be made i.e. weekly, monthly. An arrangement should be made with all licensees at this point confirming the payment frequency and method. Payments by Direct Debit will be encouraged.

## 4. Garage Termination

Licensees seeking to terminate a licence are required to sign the Termination of Garage/Parking Space form (appendix G) or request to terminate the garage or parking space in writing addressed to the Housing Options Team. One week notice is required. All keys to garages should be returned before 12 noon on the last day of notice to avoid incurring any further charges.

All terminations and keys should be passed to the Housing Options team to process. Unless possession of the garage has been commenced due to arrears and a Notice to Quit served by the Income Team in which case the Income Team Leader will ensure records are maintained and process followed and will ensure Housing Options Team are kept informed.

Once a termination and keys are received, Housing Options team will update the Orchard data base and the garage register and the keys will be passed to the Maintenance section for inspection.

## 5. Inspections

All void garages will be inspected by the Maintenance Section to ensure that they suitable for relet.

When the garage has been inspected by the Maintenance Section and the garage is deemed ready to let, the keys are passed to the Housing Options team for re-let.

All garages must be empty of all contents and have a functional locking handle. All licensees must be supplied with a minimum of 2 sets of keys.

## 6. Arrears Procedure

As part of the Licence conditions of renting a garage or parking space from the Council, the first 4 weeks rental charge should be paid in advance.

Garage and parking space arrears should be monitored on a weekly basis and action taken in accordance with the Rent Arrears Policy. The Orchard data base will make recommends of actions to be taken which will be followed by the Income Team and computerised records kept.

All charges should be paid in advance, however if the account is in arrears then the procedures will be followed in accordance with the Rent Arrears Policy.

For weekly payers; a first warning letter should be issued after five weeks arrears, a second warning letter after seven weeks arrears and a Notice to Quit (Appendix H) after eight weeks arrears.

For monthly payers; a first warning should be issued after five weeks arrears, a second warning after seven weeks and a Notice to Quit after eight weeks.

For those payers who pay in bulk i.e. quarterly or every six months. An arrangement should be made at the start of the tenancy, noted on the Orchard system and a letter sent to confirm the arrangement.

The Notice to Quit will advise that if payment of arrears is not made in full within 7 days then the locks will be changed on the garage and any belongings left in it will be disposed of.

Once a Notice to Quit expires due to arrears/eviction and the keys have been handed in the Income Team will inspect the garage to ascertain if empty. If no keys are received from the Licensee, the Income Team will arrange for a lock change to be carried out. A notice will be placed on the garage door notifying the Licensee that possession has been gained with contact details should anyone wish to empty the contents (appendix I).

Where possessions are found in a garage the Income Team will send a letter (Appendix I) to the last known address of the licensee asking them to contact the council to make arrangements to collect their belongings within 7 day.

An inventory will be completed and after 14 days, photographs taken and the contents disposed of.

Once the garage is cleared the Income Team will complete a termination form and pass the form along with the keys to the Housing Options team to process.

## 7. Transfer of Garage Licence

Weekly garage licences may not be assigned nor passed on in any other way.

If the licensee is a Council tenant and dies then the licence may be offered to the surviving spouse or partner if they are or will become a Council tenant and that payments and charges will be in line with the current practices.

If the garage or parking space is rented by a joint tenancy which has been terminated by one of the tenants, consideration will be offered to the remaining tenant.

## 8. Review of Complaints

The Council are committed to providing a quality service for the benefit of its customers and is committed to dealing with situations in which residents are dissatisfied with the service that they have received and what the Council will do to resolve such issues. The Council therefore welcomes comments as to the way in which it operates and delivers its services.

This garage procedure seeks to develop a excellent service for customers and quality experience and so to minimise complaints.



# Oadby & Wigston Borough Council Application for a Garage/Parking Space

## RENTING A GARAGE/PARKING SPACE

This page contains information about renting a garage/parking space, including; how to apply, where they are located and how much they cost.

**Locations:** The council has a number of lock up garages and parking spaces available for rent, these are located in the following areas:

WIGSTON (GARAGES)			
Boulter Crescent	Davenport Road	Holmden Avenue	Owston Drive
Bude Road	Dukes Close	Manor Street	Pullman Road
Central Avenue	Elizabeth Court	Maromme Square	Rutland Avenue
Coronation Avenue	Falmouth Drive	Orson Drive	Davenport Road

OADBY (PARKING SPACES)		
Cartwright Drive	Churchill Close	King Street

SOUTH WIGSTON (GARAGES)
Hazelwood Road

### Cost

GARAGES	
Tenant or Leaseholder of the Council £6.61/week	Non-council Tenants or Leaseholders £6.61+ vat = £7.93/week

PARKING	
Tenant or Leaseholder of the Council £3.40/week	Non-council Tenants or Leaseholders £3.40 + vat = £4.08/week

*\*Payments must be made by direct debit.*

To apply for a garage or parking space you will need to fill in the application form overleaf. When you have completed your application form we will place you on a waiting list for your area of choice.

Garage and parking spaces are allocated in **date order** and priority is given to our tenants and leaseholders, or anyone in receipt of a disability benefit who requires a garage or parking space so that they can park closer to their home. When a vacancy arises we will make an offer to the next qualifying applicant. If you are made an offer of a garage or parking space you will need to sign a Garage Tenancy Agreement.

If you owe any debt to the Council, whether this is rent, recharges, overpaid Housing Benefit or Council Tax, you will not be successful with your application until the balance is cleared in full.

**Title** Mr / Mrs / Miss / Ms / Other.....

**First name** .....

**Surname** .....

**Date of Birth** .....

**Address** .....

**Contact Number** .....

**Type of Vehicle** .....

Please indicate below the preferred location of the garage / parking space

**Wigston & South Wigston:**

Central Avenue	<input type="checkbox"/>	Orson Drive	<input type="checkbox"/>
Coronation Avenue	<input type="checkbox"/>	Owston Drive	<input type="checkbox"/>
Dukes Close	<input type="checkbox"/>	Pullman Road	<input type="checkbox"/>
Holmden Avenue	<input type="checkbox"/>	Rutland Road	<input type="checkbox"/>
Manor Street	<input type="checkbox"/>	West Avenue	<input type="checkbox"/>

Bude Road	<input type="checkbox"/>	Davenport Road	<input type="checkbox"/>
Falmouth Drive	<input type="checkbox"/>		

Boulter Crescent	<input type="checkbox"/>	Hazelwood Road	<input type="checkbox"/>
Elizabeth Court	<input type="checkbox"/>	Maromme Square	<input type="checkbox"/>

**Oadby:**

Cartwright Drive	<input type="checkbox"/>	King Street	<input type="checkbox"/>
Churchill Close (parking spaces)	<input type="checkbox"/>		

I understand that the Council give preference for garage accommodation / parking spaces to applicants who are tenants of Council dwellings.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form should be returned to: [housingoptions@oadby-wigston.gov.uk](mailto:housingoptions@oadby-wigston.gov.uk)

Housing Options  
 Community Department  
 Oadby & Wigston Borough Council  
 Station Road  
 Wigston  
 Leicester  
 LE18 2DR.

**Debt Check Form**

Applicants name .....

Orchard Ref Number .....

Check with Council Tax .....

Details

Check with Income Team .....

Details

Officer .....

Date .....



*Borough of Oadby & Wigston*

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«TenNam»  
«Addr1»  
«Addr2»  
«Addr3» «Addr4»  
«Postcode»

**HEAD OF COMMUNITY SERVICES**

Mrs Anita Pathak-Mould

Internet: [www.oadby-wigston.gov.uk](http://www.oadby-wigston.gov.uk)

Please ask for: Tinashe Mhindu

Tel: 0116 257 2676

Email: [tinashe.mhindu@oadby-wigston.gov.uk](mailto:tinashe.mhindu@oadby-wigston.gov.uk)

Your ref: «**GapplicNo**»

Date

Dear «TenNam2»

**Re: Garage/Parking Space Application**

I write to acknowledge receipt of your Garage/Parking Space Application, which has been registered on the Council's waiting list. The Housing Options Team will contact you when you are the next eligible applicant on the waiting list for a garage/parking space available in your requested area.

Your application number is «**GapplicNo**» and should be quoted when making an enquiry.

Please ensure that any changes of address or contact details are reported immediately to the Housing Options Team on tel; 0116 2572676.

Yours sincerely

Housing Options Team  
Oadby & Wigston Borough Council





**Borough of Oadby & Wigston**

---

<<insert name and add>>

**HEAD OF COMMUNITY SERVICES**

Mrs Anita Pathak-Mould

Internet: [www.oadby-wigston.gov.uk](http://www.oadby-wigston.gov.uk)

Please ask for: Tinashe Mhindu

Tel: 0116 257 2676

Email: [tinashe.mhindu@oadby-wigston.gov.uk](mailto:tinashe.mhindu@oadby-wigston.gov.uk)

Your ref:

Date

Dear <<insert name>>

**RE: Non-qualifying Garage/Parking Space Application**

I am writing to inform you that we are not able to register your application at this time for a Garage/Parking Space on our waiting list. Our policy states that we will check all applications for any debt that is owed to Oadby & Wigston Borough Council and we have identified that you currently have a debt.

Our records show that you have a ?????? debt of ?????? outstanding. It is important that you do contact our Income Team on 0116 288 8961 to discuss this further and to make a full payment or discuss any payment options.

Yours sincerely

Tinashe Mhindu  
**Housing Options Team**



«TenNam»  
«Addr1»  
«Addr2»  
«Addr3» «Addr4».  
«Postcode»

**HEAD OF COMMUNITY SERVICES**

Mrs Anita Pathak-Mould  
Internet: [www.oadby-wigston.gov.uk](http://www.oadby-wigston.gov.uk)

E-mail: [housing@oadby-wigston.gov.uk](mailto:housing@oadby-wigston.gov.uk)  
Please ask for: Tinashe Mhindu  
Tel: 0116 2888961

Your ref: **GO/PT**  
13 October 2014

Dear «TenNam»

**OFFER OF LICENCE – GARAGE/PARKING SPACE**

I am pleased to offer you the licence of the following garage/parking space:

«PropAddr1», «PropAddr2», «PropAddr3» «PropAddr4», «PropPost»,

The charge for the garage/parking space is:

RENT	£6.61
VAT	£1.32
<b>TOTAL PAYABLE</b>	<b>£7.93</b>

The rent is charged over 48 weeks allowing four rent free weeks which are set in advance. 4 weeks rent (£31.72) must be paid when signing for the licence. As you are not the tenant of housing accommodation provided by the Council, the letting is subject to VAT at the standard rate. The rent for the garage can be paid by direct debit, cash, cheque, debit or credit card (the latter subject to a 2.5% charge).

The licence will commence on **Monday «ExpTen»**. Please complete the enclosed acceptance form and return it to these offices when signing for the licence.

The licence is subject to the Conditions and Regulations a copy of which is enclosed.

You must use the garage/parking space only for the storage of a motor vehicle and not use or allow the garage/parking space to be used for the purpose of carrying on any business trade or profession of any kind whatsoever.

***\*\*If you do not respond to the offer by Monday «ExpTen» we will assume you are no long interested in renting a garage/parking space and your offer will be withdrawn.***

If you have any queries please contact me on 0116 2572609.

Yours sincerely



# OADBY AND WIGSTON BOROUGH COUNCIL

## EXPRESSION OF INTEREST FOR OFFER OF GARAGE

\*I/We hereby accept the offer of the licence at «PropAddr1», «PropAddr2», «PropAddr3»  
«PropAddr4», «Postcode» which is a **Lock-up Garage** in accordance with the Licence Conditions  
and Regulations as set out in your letter dated **13 October 2014**

\*I/We refuse the offer of the licence at «PropAddr1», «PropAddr2», «PropAddr3» «PropAddr4»,  
«PropPost» for the following reason(s)

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\*Delete where applicable

Keys Issued	
-------------	--

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Signed (Council): \_\_\_\_\_ Dated: \_\_\_\_\_

**LICENCE CONDITIONS AND REGULATIONS  
GARAGES AND PARKING SPACES**

**The Licensee shall:**

1. Pay the first four weeks' rent for the Garage when the keys are collected. Weekly or monthly payments must be received regularly in advance to avoid recovery action being implemented. An agreement should be made at the signing of the new tenancy. Accounts should not exceed £50.00 arrears.
2. Keep the garage/parking space at all times in a clean and tidy condition to the satisfaction of the Housing Officer.
3. Not assign, underlet, or part with the possession of the said garage/parking space or any part thereof.
4. Not store or have in the said garage/parking space, or on the land adjoining the said garage/parking space, other than in the petrol tank of his vehicle, any petroleum spirit or other inflammable spirit or substance.
5. Not do or permit or suffer to be done in the garage/parking space anything which may be, or become a nuisance or annoyance to the occupiers of houses in the neighbourhood.
6. Use the garage/parking space only for the storage of a motor vehicle and not to use or cause or permit to be used the garage/parking space for the purpose of carrying on any business trade or profession of any kind whatsoever, unless otherwise agreed with the Council.
7. Not store or deposit on any part of the adjoining land, caravans, trailers, boats or other vehicles or any other materials whatsoever.
8. Indemnify the Council against all actions, proceedings, costs, claims and demands, in respect of injury to persons, or animals, or damage to property or things caused or created by the licensee in connection with the use of the garage/parking space.
9. Regularly clean and oil all metal hinges, rollers, runners, rails and channels to prevent damage to, and ensure the proper operation of, the garage doors.
10. Give one week written notice to terminate the licence of the garage.
11. At the termination of the licence, return the garage/parking space in a clean and tidy condition and make good any damage thereto, paying any rent due and returning the keys on or before the termination date.
12. Undertake to remove all his/her belongings from the premises at the end of this licencey or pay the cost of disposal of any objects left there. The Council reserve the right to remove and dispose of any articles and objects whatsoever left on the premises after the licensee has terminated his/her licence and surrendered the keys and shall not be liable for any compensation whatsoever in connection therewith made by the vacating licensee or any other person. Should these terms and conditions be breached in any way, the Council has the authority to repossess the said licence by changing the locks, and disposing of any items found within, after adequate warning has been given. The Council reserve the right to recover from the vacating licensee the expenses incurred by them in removing any articles or objects aforesaid.

**GENERAL**

1. These Conditions of Licence and Licence Regulations are made for the mutual benefit of all licensees who are particularly requested to see that they are complied with and the amenities of the localities are preserved.
2. Applications for written consents of the Council are to be made to the Housing Officer.

3. The Council reserve the right to grant way-leaves or licences to the Postmaster-General or other bodies for the erection of poles, wires and attachments to, on, under, over any premises or land.
4. The Council fully insure their property but the responsibility is with the licence to see that his/her belongings are protected against loss or damage by fire, flood, theft, etc. Accordingly, licensees are strongly advised to consider the need to obtain adequate insurance cover which should include insurance of decorative finishes for which they are responsible as well as other obligations for which they are liable under these Conditions and Regulations.

# LICENCE AGREEMENT

between

**OADBY AND WIGSTON BOROUGH COUNCIL**

("The Council")

and

«TenNam» of «Addr1», «Addr2», «Addr3» «Addr4», «Postcode».

("The Tenant")

### Acceptance by Licensee

I AGREE to become the weekly licensee of «PropAddr1», «PropAddr2», «PropAddr3» «PropAddr4»,  
«PropPost»

("The Property")

from Monday «ExpTen»

at a weekly rent of £«LRentChg»

I acknowledge receipt of the keys for the Property, and agree to return all keys at the end of the licence.

I agree to abide by the Conditions of Licence, a copy of which I have received and read before making this Agreement.

I accept that all licensees of this Property are both individually and jointly responsible for complying with the terms of this Agreement, including the payment of rent and the requirements of the Conditions of Licence.

**SIGNATURE:            DATE:            WITNESS: (See note)**

**Name & Address of Witness            Signature**

(\*)..... / /

.....  
.....

### SIGNED ON BEHALF OF THE COUNCIL:

**Signed:            Date:            Name and Position:**

(\*)..... / /

.....

## LICENCE CONDITIONS AND REGULATIONS GARAGES AND PARKING SPACES

### The Licensee shall:

1. Pay the first four weeks' rent for the Garage when the keys are collected. Weekly or monthly payments must be received regularly in advance to avoid recovery action being implemented. An agreement should be made at the signing of the new tenancy. Accounts should not exceed £50.00 arrears.
2. Keep the garage/parking space at all times in a clean and tidy condition to the satisfaction of the Housing Officer.
3. Not assign, underlet, or part with the possession of the said garage/parking space or any part thereof.
4. Not store or have in the said garage/parking space, or on the land adjoining the said garage/parking space, other than in the petrol tank of his vehicle, any petroleum spirit or other inflammable spirit or substance.
5. Not do or permit or suffer to be done in the garage/parking space anything which may be, or become a nuisance or annoyance to the occupiers of houses in the neighbourhood.
6. Use the garage/parking space only for the storage of a motor vehicle and not to use or cause or permit to be used the garage/parking space for the purpose of carrying on any business trade or profession of any kind whatsoever, unless otherwise agreed with the Council.
7. Not store or deposit on any part of the adjoining land, caravans, trailers, boats or other vehicles or any other materials whatsoever.
8. Indemnify the Council against all actions, proceedings, costs, claims and demands, in respect of injury to persons, or animals, or damage to property or things caused or created by the licensee in connection with the use of the garage/parking space.
9. Regularly clean and oil all metal hinges, rollers, runners, rails and channels to prevent damage to, and ensure the proper operation of, the garage doors.
10. Give one week written notice to terminate the licence of the garage.
11. At the termination of the licence, return the garage/parking space in a clean and tidy condition and make good any damage thereto, paying any rent due and returning the keys on or before the termination date.
12. Undertake to remove all his/her belongings from the premises at the end of this licencey or pay the cost of disposal of any objects left there. The Council reserve the right to remove and dispose of any articles and objects whatsoever left on the premises after the licensee has terminated his/her licence and surrendered the keys and shall not be liable for any compensation whatsoever in connection therewith made by the vacating licensee or any other person. Should these terms and conditions be breached in any way, the Council has the authority to repossess the said licence by changing the locks, and disposing of any items found within, after adequate warning has been given. The Council reserve the right to recover from the vacating licensee the expenses incurred by them in removing any articles or objects aforesaid.

### GENERAL

1. These Conditions of Licence and Licence Regulations are made for the mutual benefit of all licensees who are particularly requested to see that they are complied with and the amenities of the localities are preserved.
2. Applications for written consents of the Council are to be made to the Housing Officer.



3. The Council reserve the right to grant way-leaves or licences to the Postmaster-General or other bodies for the erection of poles, wires and attachments to, on, under, over any premises or land.
4. The Council fully insure their property but the responsibility is with the licence to see that his/her belongings are protected against loss or damage by fire, flood, theft, etc. Accordingly, licensees are strongly advised to consider the need to obtain adequate insurance cover which should include insurance of decorative finishes for which they are responsible as well as other obligations for which they are liable under these Conditions and Regulations.



# Termination of Garage/Parking Space Licence Agreement

(Please complete as fully as possible and delete where applicable)

Name of licensee: ..... DOB: .....

Contact Phone Number .....

Address of garage/parking space number  
 .....

I/We hereby give one week Notice to Terminate my license agreement of the above garage/parking space.

**Date of Commencement of Notice:** .....  
 (Must be a Monday. If notice is received mid week then it will start from following Monday)

I/We will give Oadby & Wigston Borough Council vacant possession of the garage/parking space on

**Date of Expiry of Notice:** .....  
 (My tenancy will end at midnight on this date)

*All cases: Must be no less than 1 week and must end on a Sunday*

**KEYS**  
 I/We agree to return all keys to the garage/parking space by the following date;

Date keys due to be returned: \_\_\_\_\_ before noon.

Number of garage keys: \_\_\_\_\_

I/we understand that if we return the keys to the garage/parking space before the termination of license agreement date Oadby & Wigston Borough Council reserves the right to enter the garage to carry out repair and maintenance works and/or install security screening. You may access the property during this period, (with our permission) which we will not unreasonably withhold. You will be charged rent for the period, until your license agreement termination date.

The council will recharge any licensee who has caused wilful damage to a Council property or who has carried out alterations without first obtaining written permission. So make sure that any problems are put right before you leave.

The property must be left clear of all rubbish, furniture and other contents. If rubbish or other items are left at the property you will be recharged for their removal.  
 Typical costs start at £215 and upwards.

# Declaration

I/We have been provided with a copy of this Notice along with a Termination Information sheet and I have understood the information contained in it.

Forwarding address: .....

.....

Reason for leaving: .....

.....

**Signed:** ..... **Dated:** .....

## To be completed where tenant is deceased or incapacitated

Name: .....

Relationship to licensee: .....

Address: .....

.....

Contact telephone number.....

Power or Attorney/relevant court order/Death certificate: .....  
(please attach copy probate/power or attorney or other relevant documents)

Signature of next of kin: .....

Date: .....

## Office use

Date keys actually returned: \_\_\_\_\_ Door entry keys: \_\_\_\_\_

## Licence Termination Information

You have been given this form because you have asked to terminate your garage/parking space licence agreement.

### 1. Empty the property

We need your garage/parking space back empty. If you leave personal possessions in the property after giving us the keys back you will be charged for clearance (plus admin charge). Costs are typically £215+

### 2. Repair/ Replace damage

Your garage/parking space was in a reasonable state when it was let. You should repair any damage you have caused. The council will charge you for any wilful damage. Use your notice period to put things right and avoid being charged.

### 3. Keys

You can give the keys back at any stage up to 12noon on the date agreed. If you do not return the keys then you will continue to be charged rent for the property.

Keys should be handed into the council with the red slip below



## KEY SLIP

Address:

**Please return keys and fobs to Oadby &  
Wigston Borough Council, Station Road,  
Wigston, LE18 2DR**



*Borough of Oadby & Wigston*

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**HEAD OF COMMUNITY SERVICES**

Mrs Anita Pathak-Mould

Internet: [www.oadby-wigston.gov.uk](http://www.oadby-wigston.gov.uk)

Please ask for: Tinashe Mhindu

Tel: 0116 257 2676

Email: [tinashe.mhindu@oadby-wigston.gov.uk](mailto:tinashe.mhindu@oadby-wigston.gov.uk)

Your ref:

13 October 2014

<<insert name and add>>

Dear <<insert name>>

**RE: Notice to Quit**

I am writing to give you 7 days notice to quit the garage at <<insert add/number>>.

**This notice expires at 12 noon on <<date>>**

You must remove any personal possessions and return the keys to the Council offices by the expiry of this notice.

Failure to clear the garage will result in the Council charging you for any costs incurred in clearance and disposal of goods. Failure to return the keys will result in you being charged the cost of gaining entry and changing the locks.

This notice is being served as you are in breach of your licence agreement because:

<<reasons for termination of licence>>>

If you have any queries please contact me.

Yours sincerely

Tinashe Mhindu  
**Housing Options Team**



# **POSSESSION NOTICE**

**13/10/2014**

**ANY PERSON(S) WISHING TO REMOVE THE VEHICLE/PERSONAL BELONGINGS IN THIS GARAGE SHOULD CONTACT OADBY & WIGSTON BOROUGH COUNCIL WITHIN 7 DAYS OF THE DATE OF THIS NOTICE.**

**ANY ENQUIRIES REGARDING THIS GARAGE SHOULD BE ADDRESSED TO HOUSING OPTIONS TEAM AT OADBY & WIGSTON BOROUGH COUNCIL  
TEL: 0116 288 8961**

**ALL VEHICLES/PERSONAL BELONGINGS REMAINING AFTER THIS NOTICE HAS EXPIRED WILL BE DISPOSED OFF.**

***IT IS A CRIMINAL OFFENCE TO ENTER THESE PREMISES, TO ATTEMPT TO ENTER, OR TO ASSIST OTHERS TO ENTER/ATTEMPT TO ENTER WITHOUT THE EXPRESS PERMISSION OF OADBY & WIGSTON BOROUGH COUNCIL***



*Borough of Oadby & Wigston*

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**HEAD OF COMMUNITY SERVICES**

Mrs Anita Pathak-Mould

Internet: [www.oadby-wigston.gov.uk](http://www.oadby-wigston.gov.uk)

Please ask for: Tinashe Mhindu

Tel: 0116 257 2676

Email: [tinashe.mhindu@oadby-wigston.gov.uk](mailto:tinashe.mhindu@oadby-wigston.gov.uk)

Your ref:

13 October 2014

<<insert name and add>>

Dear <<insert name>>

**RE: Repossession of garage/parking space**

I am writing to inform your licence agreement for <<insert add/number>> has been terminated and we have taken possession the garage/parking space.

If you have any personal belongings in the garage you must contact us within 7 days of the date of this letter. If you do not contact us your vehicle/personal belongings will be disposed off. You will be charged for clearance – costs are typically £215+

This Notice has been given as you have been found to be in breach of your licence agreement.

Please ensure that any outstanding rent owed is paid in full.

If you have any queries please contact me.

Yours sincerely

Tinashe Mhindu  
**Housing Options Team**