

**Garage/Garage Site Rental Guidance and FAQ’s**

Highland Council rents out garage lock-ups and garage sites across the Highlands. Garages are generally of brick or blockwork construction. Garage sites are areas of land which you can rent to build your own garage (to a pre-agreed specification).

For the detail of your rights and responsibilities as a tenant of a garage or garage site, check out the lease. Copies are available on our website. The following guidance covers the most frequently asked questions.

**How do I apply?**

You do not have to be a Highland Council tenant to apply, although you will be charged VAT on top of the rent if you are not. Any person aged over 16 may apply for a garage or garage site. Simply complete the application form on-line. You may apply for a garage or garage site tenancy in up to 3 locations. When you accept a tenancy you will be removed from the other waiting lists.

**How are garages/garage sites allocated?**

Garages and garage sites are allocated on a first come, first served basis based on the date your application is received. If you request a garage or garage site in an area of high demand you will be placed on a waiting list until one becomes available.

The only restrictions are that you have to be over 16 and you must not have any outstanding debt with Highland Council. If it is found that you have outstanding debt to Highland Council or you have been evicted from previous tenancies, your application will be subject to further checks and may be rejected until outstanding debts are paid. The type of debt taken into consideration includes, but is not exclusive to:

* Current tenancy rent arrears – either for the property you live in, or for other garage/garage site tenancies
* Former tenancy rent arrears – either for the property you live in, or for other garage/garage site tenancies
* Court expenses
* Repair recharges
* Council tax debt

**What rent will I pay on a garage/garage site?**

Rents vary across Highland dependant on the size and construction of the garage. Rents are also different for garages and garage sites. Contact us on 10349 886602 and we can advise you of the rent for any site you wish to apply for. To give you an indication, the minimum rent for a garage is **£9.09** a week and a site is **£6.12** a week (14/15 rates).

**How do I pay the rent?**

You must pay the rent in advance. You will be given a plastic payment card when you start your tenancy. You can pay weekly or monthly. You can pay in the following ways:

* at a Highland Council Service Point (using the plastic swipe card) using a debit or credit card only (cash not accepted)
* at most post offices or any outlet displaying the Paypoint signs; (using the plastic swipe card) by cash, cheque, debit or credit card – some individual retailers may not accept cheques.
* by bank standing order
* by Direct Debit
* by deduction from salaries or wages if the tenant is a Highland council employee ([see here](#wages))
* by telephone using the **01349 886605** number by debit or credit card
* by making a payment over the internet at [**www.highland.gov.uk**](http://www.highland.gov.uk)by debit or credit card
* tenants can also set up regular payments using their own On-line Banking facility using their payment reference number and Sort Code 82 70 13 and Bank Account number 10000652

The Council is entitled to change the amount of rent as long as we notify you in writing at least 28 days before the change is due to start. The Council will not normally change the rent more than once every 12 months.

**What happens if I miss a payment?**

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| ***If you are having trouble paying your garage/garage site rent******or you feel you can no longer afford to keep it on******please speak to use as soon as possible on 01349 886602. We can give you the appropriate advice and make sure you do not incur any unnecessary costs.*** |

**Garage lock-ups:**

If you fail to pay rent or miss a payment, we will contact you by letter. If you pay the arrears straight away no further action will be taken. If you fail to make contact with the Council and do not attempt to make any arrangements to pay rent, you will be sent a final reminder letter 7 days after the first reminder letter. If you do not make contact with us at this stage, and you do not pay what you owe, we will take steps to end your tenancy and recover the garage or garage site by issuing you with a Notice to Quit. This will advise you that the Council is now ending the tenancy in 28 days from the date of the letter. At the end of this period, if the rent is still outstanding, the garage locks will be changed and an inventory of the garage taken. You will no longer be able to access the garage without making contact with the Council. Any belongings left in the garage will be removed and the cost of disposal and cleaning will be added to your account. You will then be sent an invoice for the outstanding rent and costs.

**Garage sites**

If you fail to pay rent or miss a payment, we will contact you by letter. If you pay the arrears straight away no further action will be taken. If you fail to make contact with the Council and do not attempt to make any arrangements to pay rent, you will be sent a final reminder letter 7 days after the first reminder letter. If you do not make contact with us at this stage, and you do not pay what you owe, we will take steps to end your tenancy of the site and recover it by issuing you with a Notice to Quit. This will advise you that the Council is now ending the agreement for use of the site in 28 days from the date of the letter. At the end of this period, if the rent is still outstanding, you will be invited to remove your garage from the site within 28 days, and reinstate the site to its former condition. If the Council has to remove the garage, its base or any other construction erected by you after you leave, the Council will recharge you the cost of doing this.

If the garage on the site is in good condition, we have a new tenant for the site, and you wish to enter into an arrangement to sell them the garage to them, we can, with their agreement, put you in touch with them. However, any arrangement regarding such a sale is between you as individuals and Highland Council will have no involvement in any agreement. Anyone buying a garage under such an arrangement will take on full responsibility for its maintenance and highland council will not carry out any repairs.

**What about insurance?**

You must arrange your own contents insurance. The Council will have no responsibility or liability in respect of any claim for compensation for loss, damage or injury which may be made in regard to an accident or occurrence involving you or any other person in the rented garage or that of other claims arising out of use of the garage.

**Do I pay VAT?**

Council tenants do not need to pay VAT on garages. Non-Council tenants or private tenants require to pay VAT on garages.

**If I am renting a garage site, what can I build on it?**

##### Garages must be of the approved type constructed of wood weatherboarding with felt pitched roof. The size to be 4.87m long by 2.74m wide by 2.44m to ridge. Tolerance of plus or minus 300mm will be allowed in these dimensions. The floor of the garage can be laid on sleepers or on concrete. Only new buildings will be permitted unless otherwise agreed. The position of the garage on the site will be largely determined by the requirements of the Building Standard Regulation. A garage will not be allowed on a site if any of these conditions cannot be met. All garages must be kept in a state of good repair and be regularly painted or treated with wood preservative. Garages of brick, stone or other long life materials will require the special consent of The Highland Council. Please speak to us if you wish to build this type of garage.

**What can I use my garage for?**

The garage must not be used for any kind of trade or commercial purposes. You are not entitled to sub-let, assign or part with the garage to any other person. The garage may only be used by you or any members of your family who currently reside with you. When using the garage, you agree not to do anything which may result in inconvenience to the Council or to be a nuisance to neighbours and occupiers.

This applies to both garage lock-ups and garages you own which are built on garage sites.

**What can I store in the garage?**

The garage is for storage of vehicles only. Items such as asbestos, oil, petrol, diesel or any flammable materials will not be kept in Council owned garages. Any garage found to contain such items will have their tenancy agreement revoked as it is a breach of the Terms and Conditions. The garages are not suitable for the storage - the garages may be susceptible to damp or damage from condensation, it would be advisable not to store any personal belongings in the garage. You must not conduct any activities which may cause inconvenience to the neighbours or occupiers of any nearby houses or garages.

**Can I make alterations to the garage?**

No alterations can be made to the garage structure. Fixtures and fittings such as shelves can be added to the garage subject to permission from the maintenance officer. Any damage or repairs which may alter the garage structure must be reported to the Council.

If you are building a garage on a site, it is your responsibility to ensure that all necessary statutory permissions, including Building Warrant and Planning permission are obtained prior to any construction on the garage site and that copies of these permissions are made available to the Council on request.

**How do I report repairs?**

The Council will carry out any repairs which are necessary to keep the garage wind and water tight. You should report any repairs directly to the local Service Centre on **01349 886602. I**f you do not report repairs which are necessary or delay reporting repairs the Council will have these repairs carried out and will re-charge you for the cost of these.

***We do not carry out repairs on garages built on garage sites – the garage is your property and you are responsible for any repairs. This also applies if you have purchased the garage from the previous owner.***

**How long will the repair take?**

You should report any repairs as soon as possible to ensure they are dealt with. Most repairs to garages will be classed as routine and can take up to 20 working days.

**I want to end my tenancy – how do I do this?**

The let can be terminated by either party giving the other 28 days’ notice in writing prior to the date of termination of the let. If you fail to give full 28 days notice, you will be liable to pay another full month’s rent. The garage keys must be handed in to the nearest Service Point prior to or on the date of the lease termination. By filling out an end of tenancy form, you are agreeing to terminate the tenancy with the Council; you should empty the garage from all personal belongings and leave the garage in a good condition (normal wear and tear accepted). If there are other repairs or damages which need to be carried out, which have not already been reported, you may be liable to pay these extra charges.

**What happens if I have arrears of rent when I end my tenancy?**

We will send you an invoice for any rent you owe and any costs we incur repairing any damage you have caused to a garage, or for removing garage structures from garage sites. This will then be pursued by our Income & Recovery Team – if the debt is not paid, it will ultimately be passed to Sheriff Officers for action, and this could affect your credit rating. Any outstanding debt will also prevent you renting another garage/garage site and may impact on any application for housing or transfer.

***If you have any other questions not answered on this note, please contact us on 01349 886602 or pop in to your nearest Service Point.***