

Garage site tenancy

What you need to know before you apply or accept

Before applying for or accepting a garage site tenancy with **The Highland Council**, you must read and understand the following information. It outlines your rights and responsibilities as a garage site tenant.

Tenancy basics

- Your tenancy starts on the agreed **entry date**, regardless of when the agreement is signed.
- The lease runs on a **yearly basis**, renewing annually unless terminated.

Rent and payments

- Rent is payable **annually in advance**, inclusive of VAT.
- Monthly payments may be accepted until 31 March of the first year, then annually from 1 April.
- The Council will consult you before any rent increase and give **at least 4 weeks' written notice**.

Use of the site

- The site is for the **construction of a garage for private car parking only**.
- **Commercial or trade use is not permitted**.
- You must not sub-let, assign, or transfer the site to another person.

Garage construction standards

- Garages must meet **Council-approved specifications** (see Appendix A).
 - Only new buildings are permitted unless otherwise agreed.
 - Garages must be kept in **good repair** and regularly painted or treated.
 - If a garage becomes unsafe, the Council may remove it and **charge you** for the cost.
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Permissions and approvals

- You must obtain all necessary **statutory permissions**, including building warrant and planning permission, before construction.
 - Copies of these permissions must be provided to the Council on request.
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Access and shared responsibilities

- You have a **non-exclusive right of access** from the public road (as shown on the attached plan).
 - You must not block access routes or leave vehicles/items near other sites.
 - You share responsibility with other tenants for keeping the access route and surroundings **clean and tidy**.
 - If maintenance is not carried out, the Council may do the work and **charge tenants**.
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Maintenance and safety

- You must keep the site **clean and tidy** throughout your tenancy.
 - The garage must be **locked** when unattended.
 - **Flammable substances** (such as petrol, paint) must not be stored in the garage.
 - You are responsible for **repairing any damage** caused by you or others.
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Council access

- The Council may enter the site at **reasonable times** to inspect or carry out work.
 - You cannot claim compensation for any disturbance caused.
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Liability and insurance

- You are responsible for **insuring the contents** of the garage.
 - The Council is **not liable** for any loss, damage, or injury related to your use of the site.
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Ending the tenancy

- Either party may end the lease with **28 days' written notice**.
 - If proper notice is not given, you may be charged for an additional 4 weeks.
 - On termination, you may be required to **remove the garage** and **reinstate the ground**.
 - If you fail to remove the garage, the Council will do so and **recharge you**.
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Breach of agreement

- If you breach any terms or fail to pay rent within 28 days, the Council may:
 - Recover any losses or damages.
 - Terminate the lease with **7 days' notice**.
 - Remove the garage after 28 days and **charge you** for the removal.
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Site identification

- You must clearly display the **site number** on the garage or site.
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Final note

If you accept a garage site tenancy, you'll be asked to sign a formal agreement confirming your acceptance of these terms.

