

Garage tenancy

What you need to know before you apply or accept

Before applying for or accepting a garage tenancy with The Highland Council, it's important that you understand your rights and responsibilities. The following information outlines the key terms and conditions of the garage lease agreement.

Tenancy basics

- Your tenancy begins on the agreed **entry date**, regardless of when you sign the agreement.
- The lease runs weekly from the start date and continues until either party ends it with proper notice.

Rent and payments

- Rent is charged **weekly in advance** and includes VAT unless you're a Highland Council housing tenant (VAT exempt).
- Rent is charged over **48 weeks per year**, giving you **4 rent-free weeks**, usually around **Christmas and late March**.
- If rent changes are proposed, the Council will consult tenants and provide **at least 28 days' written notice** before any increase takes effect.

Ending the tenancy

- You or the Council can end the lease by giving **28 days' written notice**.
- If you don't give proper notice, you may be charged for an additional 28 days.
- Garage keys must be returned to your local **Service Point or housing office** by the termination date.

Council rights to end the lease

The Council may end the lease with **7 days' notice** if:

- Rent is unpaid for more than 28 days.
- You breach any terms of the agreement.
- Damage or misuse occurs.

Garage use

- The garage is for **private motor vehicle storage only**.
- You must not store **flammable, hazardous, or dangerous materials** (e.g. Petrol, paint, asbestos).
- Commercial or trade use is **not permitted**.
- You cannot **sub-let or assign** the garage to anyone else.
- Only **you and your household members** may use the garage.

Access and surroundings

- You have a **non-exclusive right of access** from the public road.
- Do not block access routes or leave vehicles/items near other garages or adjacent areas.

Maintenance and repairs

- You are responsible for keeping the garage **clean, tidy, and secure**.
- You must report any repairs needed to keep the garage **wind and watertight**.
- If you fail to report or delay repairs that are your responsibility, the Council may carry them out and **charge you**.
- You must not make **structural changes or additions** to the garage.

Council access

- The Council may enter the garage at **reasonable times** to inspect or carry out necessary work.
- You cannot claim compensation for any disturbance caused by this.

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 garage.
- You are responsible for any **damage caused by you, your family, or visitors**.

Rates and taxes

- You are responsible for paying any **local rates, taxes, and VAT** where applicable.
- If the Council pays these on your behalf, they may recover the costs from you.

If you decide to proceed with a garage tenancy, you'll be asked to sign a formal agreement confirming your acceptance of these terms and acknowledging receipt of the garage keys.