



REPORT FROM: Adele Smith  
PRESENTED TO: Trawden Forest Parish Councillors  
DATE: July 2026

Proposal for arrangements of garage tenancies

Purpose

To establish the correct defined usage of the garages at rear of Cotton Tree Lane.

Background

It is abundantly clear that residents do not use the garage site for the parking of their vehicles. The Parish Council received an anonymous complaint regarding this in May 2026 and there are ever increasing numbers parking on Cotton Tree Lane.

The Clerk has been thinking about this for some time and regularly refers to the plot that has not garage situated on it. The tenant of this plot religiously park on the concrete base and the Clerk feels that it proves that, if people do want to park their car, they would use a parking space rather than a garage. Some garages are used for the parking of vehicles, whilst others are used for storing household items (ladders, paint, barbecues etc).

As part of the Neighbourhood Plan review, we have requested that it be included in the policies that rather than garages, parking spots and areas are provided.

Recommendations

The Clerk recommends that there is three tier system for the garage sites;

- using an erected garage to park a vehicle,
- using an erected garage for storage,
- removing the garage, having a parking space with a shed (size to be determined) at the back of the plot to house the usual household items.

The Clerk has drawn up new draft tenancy agreements for the three options and recommends that the interiors of all garages are inspected to determine their usage. For ease, I suggest that the cost of renting a parking space or the existing garage would be the same, with an inflated cost for storage. 'Compare the storage' website advises that the average cost for a storage unit is £1.90/sq ft per month. Councillors would need to determine a reasonable cost for storage purposes. Garage rents are currently £142/yr, and the parking at Skipton Road, due to its location is £110/yr.

Under the Renters Rights Act 2025, a Council is required to give at least two months' notice of any changes to rent costs to the tenant and must be delivered in a verified way, ie, hand delivery, post, email if this is the agreed method of communication. Councillors need to make a decision before

January 2027 whether to implement the suggestion from April 2027, or whether further consideration needs to be taken and any amendments deferred until April 2028.

Ecological Implications

There may be wastage of garage structures, but if residents choose to use a parking space rather than erect a new garage, the use of new concrete will be vastly reduced.

Agreements

Existing garage agreement:

**TENANCY OF GARAGE SITE**

AN AGREEMENT made the (*INSERT DATE*), Two thousand and twenty six BETWEEN TRAWDEN FOREST PARISH COUNCIL (hereinafter called "the Council") of the one part and **tenant** of plot \_\_\_\_\_ (hereinafter called "the Tenant") of the other part WHEREBY IT IS AGREED as follows:-

1. THE Council agree to let and the Tenant agrees to take ALL that plot of land forming the garage site numbered \_\_\_\_\_ on the plan deposited at the Parish Council Office located at Trawden Community Shop and Library of the Council's Garage Site known as **Cotton Tree Garage Site**, at the yearly rent and upon and subject to the terms and conditions hereinafter appearing

2. THE tenancy shall commence on the (date) \_\_\_\_\_, Two thousand and **twenty six** and shall continue thereafter until determined by either party giving to the other three months' previous notice in writing to determine the same at any time.

3. THE rent shall be **£142 on 1<sup>st</sup> April, 2026** (subject to annual review) pounds per annum exclusive of general rate and water service charges and (if applicable). Full payment is either expected within 30 days of 1<sup>st</sup> April 2026 by bank transfer or cheque, or to be made by 10 equal payments of £14.91, starting in April, via direct debit into the Parish Council's account. Any missed payments will result in immediate eviction.

4. THE Tenant hereby agrees with the Council as follows:-

- (1) To pay the said rent on the days and in the manner aforesaid
- (2) To pay all existing and future rates taxes and outgoings charged upon any buildings or structures erected on the land
- (3) To use the land only for the purpose of erecting and maintaining thereon a private garage for the storage of a private motor vehicle not used for any purpose which constitutes 'business' within the meaning of Part II of the Landlord and Tenant Act 1954
- (4) Not to erect any building or structure or any additional building or structure on the land without first having submitted written details of the proposed building or structure and received approval from the Council as owner of the land
- (5) Not to assign or sub-let or part with possession of the said land or any part thereof
- (6) To keep the said garage in a good state of repair and condition and whenever required by the Council to repaint the external wood and ironwork to the satisfaction of the Chairman

Item 20

- (7) Not to cause or permit or allow to be caused upon the said land any nuisance or annoyance to the owners or occupiers of the adjoining lands or property
- (8) On the termination of the tenancy, the current tenant is to advise the Parish Council who will find a new tenant for the plot. It is then up to the new tenant to agree with the owner whether the garage should be removed, or whether payment will be made direct to the owner, for the structure. If the said garage is to be removed from the land, the surface of the said land must be restored to the satisfaction of the Council.
- (9) To indemnify the Council against any claim for damage to property or injury to persons arising directly or indirectly from the use of the said land

5. THE Council or its authorised agent shall have the right at all reasonable times to enter upon and view the condition of the said garage and thereupon the Council may serve upon the Tenant notice in writing specifying any repairs necessary to be done.

6. EACH tenant is responsible for ensuring the area around their plot is clean and tidy and waste free.

7. WITHIN one month after every such notice as aforesaid the Tenant shall make good all such defects and wants of reparation to the satisfaction of the Council's Chairman.

8. NOTWITHSTANDING anything herein contained if the Tenant shall fail to pay the rent on the days and in the manner aforesaid whether the same shall have been demanded or not or if there shall be any breach or non-observance of any of the stipulations or conditions hereinbefore mentioned or if the Tenant shall become bankrupt or enter into any arrangement composition or agreement with his creditors then and in any of the said cases it shall be lawful for the Council at any time thereafter to re-enter into and upon the said land or any part thereof and to take possession of the said garage or any other building or structure erected on the land or anything placed upon the land and in the event of the Council (at its discretion) removing or disposing of the said garage or other building or structure the Tenant shall pay to the Council all the costs incurred by the Council by such removal and disposal and the Tenant shall also pay to the Council any cost incurred by the Council in making good the land if such making good is required as a result of a breach or non-observance of any of the terms and conditions hereinbefore appearing.

IN WITNESS whereof Ann Holmes – Chair to Trawden Forest Parish Council and duly authorised agent for and on behalf of the Council and the Tenant have signed this instrument as a deed in the presence of the person(s) mentioned below the day and year first before written

SIGNED as a deed by the said

Ann Holmes in the

presence of Adele Smith:-

SIGNED as a deed by the said

(tenant) \_\_\_\_\_ in

the

presence of (witness):-

Proposed agreement for storage use:

**Tenancy Agreement – Storage (defined as For Personal or Business Storage Use)**

**Personal storage or business storage (non-hazardous)**

AN AGREEMENT made the (*INSERT DATE*), Two thousand and twenty six BETWEEN TRAWDEN FOREST PARISH COUNCIL (hereinafter called “the Council”) of the one part and **tenant** of plot \_\_\_\_\_ (hereinafter called “the Tenant”) of the other part WHEREBY IT IS AGREED as follows:-

**1. THE** Council agree to let and the Tenant agrees to take ALL that plot of land forming the garage site numbered \_\_\_\_\_ on the plan deposited at the Parish Council Office located at Trawden Community Shop and Library of the Council’s Garage Site known as **\*\*\*\*\***, at the yearly rent and upon and subject to the terms and conditions hereinafter appearing.

**2. THE** tenancy shall commence on the (date) \_\_\_\_\_, Two thousand and **twenty six** and shall continue thereafter until determined by either party giving to the other three months’ previous notice in writing to determine the same at any time.

**3. THE** rent shall be **£\*\*\*\*\*on 1<sup>st</sup> April, \*\*\*\*** (subject to annual review) pounds per annum exclusive of general rate and water service charges and (if applicable). Full payment is either expected within 30 days of 1<sup>st</sup> April 2026 by bank transfer or cheque, or to be made by 10 equal payments of **£\*\*\*\*\***, starting in April, via direct debit into the Parish Council’s account. Any missed payments will result in immediate eviction.

**4. THE Tenant hereby agrees with the Council as follows:-**

- To pay the said rent on the days and in the manner aforesaid,
- To pay all existing and future rates and outgoings charged upon any buildings or structures erected on the land,
- To keep the said garage in a good state of repair and condition and whenever required by the Council to repaint the external wood and ironwork to the satisfaction of the Chairman,

The Tenant may use the garage for:

- Storage of personal belongings,
- Storage of business equipment, stock, or materials (non-hazardous),
- Storage of a private motor vehicle (optional clause).

The Tenant **must not**:

- Use the garage for living, sleeping, or working from,
- Carry out vehicle repairs, servicing, or mechanical work,
- Store hazardous, flammable, explosive, toxic, or illegal items,
- Store perishable goods or food items,
- Use the garage in a way that causes nuisance, noise, or disturbance,
- Sublet or share the garage without written permission from the Council,
- Not install electricity, lighting, or heating without consent.
- Not to replace any building or structure or any additional building or structure on the land without first having submitted written details of the proposed building or structure and received approval from the Council as owner of the land.

Item 20

- Not to cause or permit or allow to be caused upon the said land any nuisance or annoyance to the owners or occupiers of the adjoining lands or property.

On the termination of the tenancy, the current tenant is to advise the Parish Council who will find a new tenant for the plot. It is then up to the new tenant to agree with the owner whether the garage should be removed, or whether payment will be made direct to the owner, for the structure. If the said garage is to be removed from the land, the surface of the said land must be restored to the satisfaction of the Council.

To indemnify the Council against any claim for damage to property or injury to persons arising directly or indirectly from the use of the said land. The Council is **not responsible** for loss, theft, or damage to items stored in the garage.

**5. THE** Council or its authorised agent shall have the right at all reasonable times to enter upon and view the condition of the said garage and thereupon the Council may serve upon the Tenant notice in writing specifying any repairs necessary to be done.

**6. EACH** tenant is responsible for ensuring the area around their plot is clean and tidy and waste free.

**7. WITHIN** one month after every such notice as aforesaid the Tenant shall make good all such defects and wants of reparation to the satisfaction of the Council's Chairman.

**8. NOTWITHSTANDING** anything herein contained if the Tenant shall fail to pay the rent on the days and in the manner aforesaid whether the same shall have been demanded or not or if there shall be any breach or non-observance of any of the stipulations or conditions hereinbefore mentioned or if the Tenant shall become bankrupt or enter into any arrangement composition or agreement with his creditors then and in any of the said cases it shall be lawful for the Council at any time thereafter to re-enter into and upon the said land or any part thereof and to take possession of the said garage or any other building or structure erected on the land or anything placed upon the land and in the event of the Council (at its discretion) removing or disposing of the said garage or other building or structure the Tenant shall pay to the Council all the costs incurred by the Council by such removal and disposal and the Tenant shall also pay to the Council any cost incurred by the Council in making good the land if such making good is required as a result of a breach or non-observance of any of the terms and conditions hereinbefore appearing

**9. Insurance** - The Tenant is responsible for insuring any items stored in the garage. The Council does not provide contents insurance.

**10. Prohibited Items** - The following must **not** be stored in the garage:

- Petrol, diesel, oil, or fuel containers (other than in a vehicle's tank)
- Gas cylinders or canisters
- Chemicals, solvents, or hazardous substances
- Fireworks or explosives
- Illegal goods
- Waste, refuse, or items likely to attract vermin

**11. Business Use** - Where the garage is used for business storage:

- The Tenant must ensure compliance with all relevant laws and regulations

Item 20

- No customers, deliveries, or business activities may take place at the garage
- The garage must not be used as a workshop or trading premises

**12. Council Liability** - The Council is not liable for:

- Loss or damage to stored items
- Theft or vandalism
- Damage caused by weather, pests, or other external factors
- Business interruption or financial loss

**13. Ending the Tenancy** - The Council may terminate the tenancy immediately if:

- Rent is more than one month in arrears
- The Tenant breaches any term of this Agreement
- The garage is used for illegal or dangerous purposes
- The garage is required for redevelopment or essential works

Upon termination, the Tenant must:

- Remove all belongings
- Leave the garage clean and undamaged
- Pay any outstanding rent or charges

Items left behind may be disposed of by the Council, and costs may be charged to the Tenant.

**14. Data Protection** - The Council will hold and process the Tenant's personal data in accordance with GDPR for the purposes of managing the tenancy.

**15. Agreement**

By signing below, both parties agree to the terms of this Tenancy Agreement.

**Signed for and on behalf of [Parish Council Name]:**

Name: \_\_\_\_\_

Role: \_\_\_\_\_

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

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

**Signed by the Tenant:**

Name: \_\_\_\_\_

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

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

Proposed agreement for parking space and storage shed

**Tenancy Agreement – Parking and Storage (defined as For Personal or Business Storage Use)**

AN AGREEMENT made the (*INSERT DATE*), Two thousand and twenty six BETWEEN TRAWDEN FOREST PARISH COUNCIL (hereinafter called "the Council") of the one part and **tenant** of plot \_\_\_\_\_ (hereinafter called "the Tenant") of the other part WHEREBY IT IS AGREED as follows:-

**1. THE** Council agree to let and the Tenant agrees to take ALL that plot of land forming the parking space numbered \_\_\_\_\_ on the plan deposited at the Parish Council Office located at Trawden Community Shop and Library of the Council's Garage Site known as \*\*\*\*\*, at the yearly rent and upon and subject to the terms and conditions hereinafter appearing.

**2. THE** tenancy shall commence on the (date) \_\_\_\_\_, Two thousand and **twenty six** and shall continue thereafter until determined by either party giving to the other three months' previous notice in writing to determine the same at any time.

**3. THE rent** shall be £\*\*\*\*\* on 1<sup>st</sup> April, \*\*\*\* (subject to annual review) pounds per annum exclusive of general rate and water service charges and (if applicable). Full payment is either expected within 30 days of 1<sup>st</sup> April 2026 by bank transfer or cheque, or to be made by 10 equal payments of £\*\*\*\*\*, starting in April, via direct debit into the Parish Council's account. Any missed payments will result in immediate eviction.

**4. THE Tenant** hereby agrees with the Council as follows:-

- To indemnify the Council against any claim for damage to property or injury to persons arising directly or indirectly from the use of the said land. The Council is **not responsible** for loss, theft, or damage to items stored in the garage.
- To pay the said rent on the days and in the manner aforesaid,
- To pay all existing and future rates and outgoings charged upon any buildings or structures erected on the land,
- To keep any structure in a good state of repair and condition and whenever required by the Council to repaint the external wood and ironwork to the satisfaction of the Chairman.

The Tenant may use the shed for:

- Storage of personal belongings,
- Storage of business equipment, stock, or materials (non-hazardous).

The Tenant **must not**:

- Store hazardous, flammable, explosive, toxic, or illegal items,
- Store perishable goods or food items,
- Use the shed in a way that causes nuisance, noise, or disturbance,
- Sublet or share the shed or parking space without written permission from the Council,
- Not install electricity, lighting, or heating without consent.
- Not to replace any building or structure or any additional building or structure on the land without first having submitted written details of the proposed building or structure and received approval from the Council as owner of the land.
- Not to cause or permit or allow to be caused upon the said land any nuisance or annoyance to the owners or occupiers of the adjoining lands or property.

On the termination of the tenancy, the current tenant is to advise the Parish Council who will find a new tenant for the plot. It is then up to the new tenant to agree with the owner whether the shed should be removed, or whether payment will be made direct to the owner, for the structure. If the said shed is to be removed from the land, the surface of the said land must be restored to the satisfaction of the Council.

**5. THE Council** or its authorised agent shall have the right at all reasonable times to enter upon and view the condition of the said shed and thereupon the Council may serve upon the Tenant notice in writing specifying any repairs necessary to be done.

**6. EACH tenant is responsible** for ensuring the area around their plot is clean and tidy and waste free.

**7. WITHIN one month** after every such notice as aforesaid the Tenant shall make good all such defects and wants of reparation to the satisfaction of the Council's Chairman.

**8. NOTWITHSTANDING** anything herein contained if the Tenant shall fail to pay the rent on the days and in the manner aforesaid whether the same shall have been demanded or not or if there shall be any breach or non-observance of any of the stipulations or conditions hereinbefore mentioned or if the Tenant shall become bankrupt or enter into any arrangement composition or agreement with his creditors then and in any of the said cases it shall be lawful for the Council at any time thereafter to re-enter into and upon the said land or any part thereof and to take possession of the said shed or any other building or structure erected on the land or anything placed upon the land and in the event of the Council (at its discretion) removing or disposing of the said shed or other building or structure the Tenant shall pay to the Council all the costs incurred by the Council by such removal and disposal and the Tenant shall also pay to the Council any cost incurred by the Council in making good the land if such making good is required as a result of a breach or non-observance of any of the terms and conditions hereinbefore appearing

**9. Insurance** - The Tenant is responsible for insuring any items stored in the shed. The Council does not provide contents insurance.

**10. Prohibited Items** - The following must **not** be stored in the garage:

- Petrol, diesel, oil, or fuel containers (other than in a vehicle's tank)
- Gas cylinders or canisters
- Chemicals, solvents, or hazardous substances
- Fireworks or explosives
- Illegal goods
- Waste, refuse, or items likely to attract vermin

**11. Business Use** - Where the shed is used for business storage:

- The Tenant must ensure compliance with all relevant laws and regulations
- No customers, deliveries, or business activities may take place at the garage
- The shed must not be used as a workshop or trading premises

**12. Council Liability** - The Council is not liable for:

- Loss or damage to stored items
- Theft or vandalism
- Damage caused by weather, pests, or other external factors
- Business interruption or financial loss

**13. Ending the Tenancy** - The Council may terminate the tenancy immediately if:

- Rent is more than one month in arrears
- The Tenant breaches any term of this Agreement
- The shed is used for illegal or dangerous purposes
- The shed is required for redevelopment or essential works

Item 20

Upon termination, the Tenant must:

- Remove all belongings
- Leave the shed clean and undamaged
- Pay any outstanding rent or charges

Items left behind may be disposed of by the Council, and costs may be charged to the Tenant.

**14. Data Protection** - The Council will hold and process the Tenant's personal data in accordance with GDPR for the purposes of managing the tenancy.

**15. Agreement** - By signing below, both parties agree to the terms of this Tenancy Agreement.

**Signed for and on behalf of [Parish Council Name]:**

Name: \_\_\_\_\_

Role: \_\_\_\_\_

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

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

**Signed by the Tenant:**

Name: \_\_\_\_\_

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

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