

# Garages

The renewal letters and tenancy terms and conditions were all sent out at the end of March/early April. Two tenants still owe rent and I will send them a letter chasing payment. Only one tenant has returned the tenancy agreement form. One other tenant queried what was meant by the terms and I gave a detailed explanation, but they have still not signed and returned the form. There has been no communication from the rest of the tenants.

There are signs that the area is being abused, with large areas of the foreshore being cordoned off for private use and rubbish is being brought down to the garages again. See attached photo.

Council needs to decide how they wish to handle the failure to return the agreement forms and the behaviour of some of the garage tenants.

There are various options. A follow up letter could be sent to those people that have not returned the agreements, giving them a deadline by which to either return it or state why they don't agree with it.

- 1) If they have problems with any part of the agreement, we can look at their argument to see if it has merit. If their point is valid, we can modify the agreement or if it is not, the requirement to abide by the terms still stands.
- 2) If they do not respond by the deadline we will have to decide if we will be taking it as deemed acceptance by continuing to use the garage, or if we send them notice of termination of their tenancy.
- 3) If they respond to say they refuse the terms we'll probably have little option other than to send them notice of termination.

The garage boundaries really need to be drawn up as they are mentioned but not clearly defined in the agreement. Although it was always accepted that people would be working outside their garage at times, the footprint of the garage was the plot that was rented and at the moment a large area is being occupied without authority and simultaneously denying enjoyment of the area to residents and other visitors. When the area is defined, the Council can take action for trespass and fly tipping where rubbish or property is left outside of the agreed area, but currently our case is undermined. If no amicable agreement can be reached with some tenants, the only solution would be to terminate their tenancies and start again with clear definition from the start for the new tenant.

J Coltman