



Havebury Housing Partnership

GARAGE LETTINGS AND ALLOCATIONS POLICY

Unique Reference No	HS 021
Date created	February 2021
Date for review	March 2024 (or sooner if legislation or best practice dictates)
Author	Allocations & Voids Manager
Version Number	1.3
Status	Approved
Accountable Director	Director of Operations
Tenant Consultation	08/03/2021 - Tenants' Forum Meeting
Equality & Diversity Impact Assessment	02/03/2021- Impact - Medium (amendments made accordingly)
Legal Advice	<i>Not Required</i> - Low Risk Policy

1 Responsibility

- 1.1 The Operations Committee is responsible for the approval and implementation of this Garage Allocation Policy and Garage Allocation Procedure.
- 1.2 The Director of Operations and Assistant Director of Customer Services are responsible for the management of this Policy and any procedures contained therein.
- 1.3 The Void & Allocations Manager and delegated staff are responsible for the day to day process and delivery.

2 Definitions

- 2.1 Void Garage - Garage that currently has no rental agreement set against the asset.
- 2.2 VAT - Value Added Tax (charged at the relevant rate).

3 Aims and Objectives

- 3.1 To encourage the rental of garages in areas where there is a high density of properties and car parking is limited.
- 3.2 To optimise income generation by ensuring all garages are let within a timely manner.
- 3.3 To allocate garages on a fair and equitable basis via our online garage application process.

4 Policy Statement

- 4.1 Each garage will be allocated for rent. There could be exceptions when garages remain empty. Those which remain empty may be due to refurbishment, development requirements or because they are beyond economic repair.
- 4.2 In order to facilitate a fair and transparent process, we may grant priority to applicants who are registered disabled and require a motor vehicle to aid their mobility.
- 4.3 Garages in certain geographical areas may have restrictions applied, which limits the use to the storage of a vehicle only, typically in town centre locations.
- 4.4 All garage applicants will be required to make a payment by Direct Debit which will include an advance payment by either credit or debit card before a garage tenancy commences. Subsequent payments must be made as rent is due i.e. weekly, 2 weekly, 4 weekly or monthly in advance.
- 4.5 VAT will be charged to all non-Havebury residential tenants.
- 4.6 VAT will not be charged to Havebury tenants who rent up to two garages. However, VAT will be applied to any subsequent garage rentals above the two-garage threshold.

- 4.7 Prospective garage tenants will be required to use the online process to apply and terminate their garage*. Key(s) must be made available to us by the end of the notice period. Former garage tenants will be recharged for the lock change if the key(s) have not been made available to us by the end of the notice period and will also remain liable for the rent until we have gained access to the garage.
- 4.8 Terminating garage tenants will be required to give the appropriate notice:
- i. Garage agreements commencing prior to the 2 July 2018 will be required to give a minimum of 1 weeks' notice.
 - ii. For agreements starting after this date a minimum of 4 weeks' notice will be required.
- 4.9 Garage tenants will be advised that they will be liable for the rent and for any cost incurred by us for clearance of items, including rubbish, which remain in the garage after the termination notice period. Any items, including vehicles which are deemed to be of reasonable merchantable quality will be subject to a TORT notice, for which you will be liable for the storage costs incurred during the TORT notice period. Following the expiry of the TORT notice we may either arrange for the disposal of the items, auction the items, or gifted to a charitable organisation. Sale of these proceeds will be used to clear the garage tenant's arrear and recharges if applicable.
- 4.10 We will not allocate a garage to tenants or former tenants who are in arrears unless there are exceptional circumstances. This decision will be reviewed by either the Void and Allocations Manager, or Allocations Co-Ordinator.
- 4.11 All of the terms and conditions relevant to the garage tenancy are within the garage tenancy agreement. Each garage tenant should be aware of their responsibilities and adhere to this agreement. Should a tenant breach any condition(s) Havebury reserves the right to repossess the garage without a Court Order.
- 4.12 We will not issue joint tenancies to a garage agreement.
- 4.13 Each garage is let under the most recent terms and conditions. Each tenant is responsible for the insurance of any vehicle or other items stored within a garage.

5 Service Standards

5.1 We will:

- i. not interfere with a garage tenant's right to use the garage providing tenancy conditions are adhered to.
- ii. carry out all reasonable repairs which may be subject to a recharge if the damage is not due to fair wear and tear.
- iii. repair the lock fitted to the garage door providing it is a lock which has been fitted by us.
- iv. give reasonable notice if required to carry out an inspection or repairs (except in an emergency).

- v. we cannot guarantee that a garage is completely watertight and we are not responsible for lost, damage or stolen items - this is why you must arrange your own insurance.

6 Succession

- 6.1 Joint to Sole (relationship breakdown) - where we have historically issued joint tenancies for a garage; upon request, we will allow a Joint to Sole application (following a relationship breakdown) provided the account is clear at the time of the request being made and both parties agree.
- 6.2 Joint to Sole upon death and Succession
 - 6.2.1 If there is a right to succeed a dwelling (either the tenancy and property or just the tenancy) then the applicant can also succeed the garage.
 - 6.2.2 If there is no right to succeed the dwelling then the applicant can succeed the garage for the period that they are on use and occupation for the dwelling.
 - 6.2.3 For non Havebury dwelling tenants, a member of the same household may succeed the garage tenancy.

7 Mutual Exchange

- 7.1 We will not unreasonably refuse exchanges, though reserve the right to do so. For the exchange to be considered the applicants will be required to have a clear rent account and the details of the who the proposed exchange is with.

8 Legislation and Regulation

Clean Neighbourhoods and Environment Act 2005 - Part 2
Equality Act 2010
Refuse Disposal (Amenity) Act 1978

9. List of related internal documents

P005 - Garage Allocations and Lettings Procedure
Garage Tenancy Agreement document / Tenancy Conditions ('TA Garage' - CX template)

Other relevant information:

- 'The Blue Badge - Explanatory Scheme' - Department of Transport
- Department of Transport - Mobility and inclusion guidelines
- 'No Parking: making low or zero parking work on higher density housing schemes' - National Housing Federation

*where required, we can provide support with this process.