

Garage Policy

Responsible Officer	Assistant Director Housing
This policy is applicable to	All companies
Approved by	KMT
Date approved	26 January 2023
Frequency of review	Every 3 years
Date of next review	January 2026
Implementation date	January 2023
Key related documents (policy, procedure, customer literature)	Garage Allocations Procedure and associated documents. Garage licence agreement
Sources of best practice or guidance used in developing this policy	CIH Knowledge Hub.

Version control			
Version number	2	Author of Policy	Kath Glen
Equality Impact Analysis	Initial	Equality Analysis Date	August 2022

Document change history		
Version	Date	Changed sections

Consultation	
Consultation Group (if applicable)	Date of Consultation (if applicable)
Staff	July 2022
Union(s)	Not applicable.
Customers	Not applicable.
Human Resources / Organisation Development	Not applicable.
Health and Safety Working Group	Not applicable.
Data Protection	Not applicable.
Other stakeholder (please state)	Not applicable.

Policy statement

This policy sets out our approach to the allocation and management of garages and garage sites. Karbon will treat everyone equally, fairly and make the best use of our assets.

Risk policy is designed to control

To ensure we allocate garages on the basis of need and optimise the income of Karbon Homes.

Performance measures

Total number of garages/garage sites.
No. of garage/garage sites void (and duration of void).

Definitions

Garage Blocks - these are blocks of usually brick built garages located on land owned by Karbon. Karbon is responsible for the maintenance of them. Customers who rent these garages will be given a Garage Licence Agreement

Garage Site - these are garages which have been built on a piece of land that is rented from Karbon. In this case customers rent the land from Karbon but are responsible for the maintenance and upkeep of the garage.

1.0 Purpose of policy

- 1.1 Karbon owns and manages a number of garages and garage sites. Garages are made available to rent.
- 1.2 Garages shall be allocated in a consistent and efficient manner.
- 1.3 This policy must be read in conjunction with the Garage Allocation procedure and associated appendices.

2.0 Objectives

- 2.1 This policy has the following objectives:
 - To allocate garages on a needs basis.
 - To minimise void rent loss from garages.
 - To minimise disrepair that could arise from neglect, vandalism and misuse.
 - To reduce parking problems in areas where the number of cars outstrips the spaces available.

- To manage and maximise land use where plots can be converted to social housing homes or otherwise provide amenity to the local community
- To ensure garages are financially viable

3.0 Policy detail

- 3.1 Anyone can apply to rent a garage or garage site but priority will be given to applicants in the following order:
- I. Occupiers of those garages or garage sites who have relinquished a garage or garage site in order for Karbon to carry out development of the site, in order of the date of application.
 - II. To existing tenants of Karbon, and members of their household, in order of the date of application.
 - III. To other local residents, in order of the date of application.
 - IV. Garages may also be let to other bodies for a short period e.g., on-site contractors. This will be at the Housing Manager's discretion and such allocations must be requested and confirmed in writing and will be subject to the usual rental terms
- 3.2 Applications for garages should be made using the garage application form which can be obtained from the Karbon website.
- 3.3 Applicants must have a clear rent account and no outstanding housing recharges before being offered a garage.
- 3.4 Former tenants of Karbon must clear any outstanding debts to Karbon before being offered a garage.
- 3.5 The garage must be used for garaging a resident's own private motor vehicle or for the storage of authorised goods (authorised in writing by Karbon Homes). The garage must not be used for any other purpose. Karbon may withdraw consent for the storage of goods, at its discretion, by giving written notice. The garage must not be used for commercial activities or the storage of hazardous or flammable materials. The garage must not be used for illegal activities.
- 3.6 Applicants can only be considered for a second garage or garage site if there is no one else on the waiting list requesting the vacant garage or site.
- 3.7 Karbon reserves the right to require occupiers to relinquish garages or garage sites which they rent, where opportunities for development have been identified. In such cases the normal period of notice will be applied. Where possible Karbon will try to identify alternative garages/sites if available.
- 3.8 Karbon will be responsible for the maintenance of their garages and will:

- Keep the roof, main walls, doors, floors, main timbers and outside paint work of the garage in a safe and serviceable condition.
- 3.9 In the event of damage, or any major repairs over a value of £500 being required, Karbon's Asset Management Team will decide whether a garage should be repaired, put out of use or whether it should be demolished, and the site cleared.
- 3.10 Other repairs such as lock changes, lost keys etc. will be rechargeable.
- 3.11 Garages and garage sites will be let on weekly tenancies, however, due to the relatively low level of the rents, payment will usually be requested on a monthly basis.
- 3.12 It is the customer's responsibility to insure the contents of the garage.
- 3.13 Garage rents will be reviewed and set annually, as part of the annual rent review.
- 3.14 VAT will be added to the garage rent if the garage is allocated to a customer who is not a Karbon tenant.

BREACHES OF GARAGE LICENCE CONDITIONS

Garage Rent Arrears

- 3.13 Garage and garage site rents will be monitored monthly.
- 3.14 Where an account is in arrears of 4 months or more, Karbon will proceed to repossess the garage, by the serving of a notice to quit in accordance with the licence agreement. If the debt is not cleared within 14 days, the locks will be changed.
- 3.15 Karbon may consider automatic repossession should a third Notice to Quit need to be served due to persistent arrears regardless of whether the account is subsequently cleared.
- 3.16 Where possession of the garage or garage site is required for development purposes, Karbon will consult with residents over relinquishing garages, however if a Notice to Quit needs to be served Karbon will do so giving the required period of notice in accordance with the terms of the agreement.
- 3.17 Garages should not be used for purposes other than storing a car, except in exceptional circumstances where agreed in writing.
- 3.18 The licence conditions allow for a garage licence to be terminated on one week's notice in writing by either party and no reasons are necessary. However, given Karbon is a Registered Provider of Housing we will generally only terminate where licence conditions have been breached or where there are other good property management or redevelopment reasons to terminate.

- 3.20 One week's notice in writing will be required for the customer to terminate the licence.
- 3.21 Customers must hand their keys (2) in by 12 noon on the day their garage licence ends.
- 3.22 All rubbish must be cleared out of the garage before handing in the keys. The garage must be left free from rubbish and/or personal effects and in a clean and tidy condition. Failure to do this will result in Karbon Homes disposing of the contents and recharging the customer.
- 3.23 Exchanges or transfers of garages or garage sites between customers cannot be undertaken without our written approval.
- 3.24 If a Karbon tenant dies, their successor or next of kin will be asked if they wish to 'take over' the garage licence (if they lived with the tenant). If so, a new licence agreement should be entered into with them. If not, they will be given a maximum of 2 weeks to return the keys to the garage. The garage licence will then be terminated on the first Monday following the return of the keys. Where no keys are returned a lock change will be arranged and any contents left in the garage will be disposed of.

4.0 Customer Vulnerabilities

- 4.1 This policy is applied in line with Our Approach To Vulnerability Policy. Everyone matters. We want people to be treated fairly, have equality of opportunities, freedom, respect, and access to our services. We will offer support, reasonable adjustments, and adaptations to remove barriers. We will discuss with our customers what is reasonable and appropriate. In delivering this service we may need to escalate a particular case – if we do then customer vulnerabilities will be considered as part of the decision-making process.
- 4.2 We will support people with vulnerabilities to deliver this service. We will work alongside external agencies such as social services, the police and fire services and other appropriate agencies to help and support people with vulnerabilities in the delivery of our services but also to ensure we meet our statutory and regulatory requirements as a social landlord. Details are provided in the appropriate areas in this policy. All our customer policies are available on the website.

5.0 Monitoring and Review

- 5.1 This policy will be reviewed every 3 years or if there are significant changes to legislative or regulatory requirements or good practice.

6.0 Equality and Diversity

- 6.1 This policy is applied in line with Karbon's Equality and Diversity Policy and the associated legislation including the Public Sector Equality Duty and Equality Act 2010. At Karbon we aim to eliminate discrimination, promote equality of opportunity, foster good relations and define the nine protected characteristics of

age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

- 6.2 However, we like to go even further. Beyond these protected characteristics we also take into consideration additional factors such as socio-economic status and language barriers which may also play a part. Our vision is for everyone to be treated fairly, have equality of opportunities, freedom, respect and access to our services.
- 6.3 To help us achieve this, we will work to improve accessibility for all, offering reasonable adjustments, adaptations and discussing ways that we can work to remove any barriers. A reasonable adjustment involves making a change to the way that we usually do things.
- 6.4 All of our customer policies and key information are made available on the Karbon Homes website. Reasonable adjustments that can help for example to make our information and services more accessible are sign language and language interpreters. We will work to improve accessibility for everybody that we deal with offering reasonable adjustments, adaptations and discussing ways that we can work to remove barriers that you may experience. A reasonable adjustment involves making a change to the way that we usually do things.
- 6.5 We work together to look at options and agree what adjustments would be reasonable in your individual circumstances. If you would like to find out more, please get in touch with the team.

7.0 Data Protection and Privacy

- 7.1 We have a clear policy on data protection and sharing data with other partners/third parties under the requirements of the UK General Data Protection Regulation, the Data Protection Act 2018 and other associated legislation. This is clearly set out in the Data Protection Policy for the Karbon Homes Group which, along with its associated procedures, must be followed throughout the operation of this policy.