

## Garage Allocations Policy

### 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.

### 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. To occupiers of those garages or garage sites who have relinquished a garage or garage site in order for Karbon to carry out development of a site, in order of the date of application.
  - ii. To existing tenants of Karbon, and members of their household who live with them, requiring a garage because of being registered disabled, in order of the date of application.
  - iii. To existing tenants of Karbon, and members of their household who live with them, in order of the date of application.
  - iv. To other local residents requiring a garage because of being disabled, in order of the date of application.

- v. To other local residents, in order of the date of application.
- vi. 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 subject to the usual rental terms.

Applications for garages should be made using the standardised garage application form which can be obtained from the Karbon website.

### **KARBON MAINTAINS A WAITING LIST FOR GARAGE APPLICATIONS.**

- 3.2 Applicants must have a clear rent account and no outstanding housing recharges before being offered a garage.
- 3.3 Former tenants of Karbon must clear any outstanding debts to Karbon before being offered a garage.
- 3.4 The garage must be used for the purpose of garaging a residents 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 its 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 materials. The garage must not be used for illegal activities.
- 3.5 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.
- 3.6 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.
- 3.7 Karbon will be responsible for the maintenance of their garages and will:
  - (a) Keep the roof, main walls, doors, floors, main timbers and outside paint work of the garage in a safe and serviceable condition. In the event of serious 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.

(b) Keep any gullies, gutters, downcomers and drains clean and free from blockage.

3.8 Other repairs such as lock changes, lost keys etc. will be rechargeable.

3.9 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.

3.10 It is the customer's responsibility to insure the contents of the garage.

### **Garage rents**

3.11 Garage rents will be reviewed and set annually, as part of the annual rent review.

3.12 VAT will be added to the garage rent if:

- The garage is allocated to customer who is not a Karbon tenant.

## **BREACHES OF GARAGE TENANCY 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. 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.

### **Unauthorised Use of Garages**

3.17 Using the garage for purposes other than storing a car, except in exceptional circumstances where agreed by the Housing Manager.

3.18 The tenancy conditions allow for a garage tenancy to be terminated in a range of circumstances which, for example, interfere with the quiet enjoyment of the occupants of the adjoining homes or the neighbourhood.

3.19 Other breaches which may occur are:

- Sub-letting a garage.
- Storage of hazardous materials.
- Storage of stolen vehicles or goods (these instances should be reported to the Police who should be given assistance in pursuing their enquiries).
- Use of the garage for non-domestic or commercial reasons or purposes such as car repairs and /or car sales/storage of goods other than a car.

## **Ending a garage tenancy**

3.20 One week's written notice will be required to terminate the tenancy and the notice of termination must preferably be in writing.

3.21 Customers must hand their keys (2) in by 12 noon on the day their garage tenancy 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 a recharge.

## **Garage transfers & exchanges**

**3.23 Exchange or transfers of garages or garage sites** between customers cannot be undertaken without our written approval.

## **Garages & succession**

3.24 If an Karbon tenant dies, their successor or next of kin will be asked if they wish to 'take over' the garage tenancy (if they lived within the tenant). If they do not, they will be given a maximum of 2 weeks to return the keys to the garage. The garage tenancy 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.

## **4.0 Monitoring and Review**

4.1 This policy will be reviewed at least every 3 years. The review will be brought forward if there are significant changes to good practice, regulatory or legislative requirements.

4.2 The Executive Director of Customer Services is responsible for delegating the implementation, monitoring and review of this policy.

4.3 We will consult with tenants/staff regarding this policy wherever this is appropriate.

## **5.0 Equality and Diversity**

5.1 This policy is implemented in line with the Group's Equality and Diversity Policy and associated legislation. Consideration will be given to all protected characteristics under the Equality Act 2010 to eliminate discrimination, advance equality of opportunity and foster good relations.

5.2 This policy and associated documents are available in different languages and alternative formats where necessary.

## **6.0 Data Protection and Privacy**

6.1 We have a clear policy on data protection and sharing data with other partners/third parties under the requirements of the General Data Protection Regulation. This is clearly set out in the Data Protection Policy for the Karbon Homes Group which in association with the Data Protection Procedures must be followed throughout the operation of this policy.