

Appendix 5



GARAGE MANAGEMENT POLICY

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1. INTRODUCTION

- 1.1 This policy sets out Redditch Borough Council (The Council) Housing Service approach to letting and managing garages.
- 1.2 Residents are encouraged to rent garages as it helps to free up congestion on roads and prevent access problems on estates due to an increase of vehicles.

2 AIMS AND OBJECTIVES

- 2.1 This policy aims to set out how we advertise, allocate, manage, and maintain garages including use in accordance with the licence agreement and what needs to happen when the licence needs to be ended.

3 RESPONSIBILITY

3.1 Applications

- 3.1.1 Applications will be managed by Housing Services. Applications to go onto the waiting list are welcome from all Redditch Borough residents aged 18 or over, irrespective of tenure, providing they meet the criteria. The following applicants do not meet the criteria for acceptance onto the waiting list:

- Anyone who already rents two garages from the Council.
- Anyone who are in rent arrears or owe any other debt to the Council, such as Council Tax or any other sundry debts.
- Where any Council Tenancy was breached less than two years ago.

- 3.1.2 Applicants living outside of the Redditch Borough area may apply for garages but will be given less preference than a Redditch Borough resident.

- 3.1.3 It is the responsibility of the applicant to notify the Council of any changes in circumstances that may affect the status of the application. Where notification is not given and later found out, then any application can be cancelled, and a restriction placed on the applicant preventing them from making application for a garage for two years.

- 3.1.4 Applications received from RBC employees, their relatives and Elected Members will proceed under the same scrutiny as for the allocation of a home from the waiting list, to ensure fair and consistent allocation.

3.2 Shortlisting and allocating

- 3.2.1 For any garages that become available each week, a shortlist of suitable applicants will be drawn up and considered for allocation.
- 3.2.2 RBC has full discretion to directly allocate garages in line with section 3.3 (below).

3.3 Prioritising allocations

3.3.1 The following suitable shortlisted applicants will be given additional priority if:

- They have been displaced because of major repairs or redevelopment schemes.
- They rent or lease a dwelling from the Council and continue to meet the criteria to be accepted onto the waiting list.
- They have been waiting longest, providing they continue to meet the criteria required to be accepted onto the waiting list.
- Therefore, those that rent a lease or dwelling from the Council and have been waiting longest, providing they are still eligible, will take priority in the shortlisting, followed by those waiting longest but who do not rent or lease a dwelling or another garage from the Council and so on until the list is exhausted.
- Applications for garages from RBC employees, their relatives and Councillors will proceed under the same scrutiny and sign off as for the allocation of a home from the waiting list, to ensure fair and consistent allocation and scrutiny.

3.4 Viewing and letting.

3.4.1 Applicants may view a garage prior to accepting it. However, the viewing does not have to be accompanied by a Council Officer, and any keys issued will be signed for. If keys issued are not returned, or lost, or any damage is caused whatsoever because of the viewing, then the applicant will be recharged for the cost of putting things right. The application will be cancelled, and the applicant will not be allowed to reapply for a garage until the debt is paid in full.

3.4.2 It is the responsibility of the applicant to notify the Council of any changes in circumstances that would have affected an offer being made. Where notification is not given and later found out then the agreement can be revoked. A restriction may be placed on the applicant preventing them from making an application for a garage for two years.

3.4.3 Once the offer of the garage is accepted, then in all cases the applicant will be required to enter into a relevant current legal rental agreement, which will be a weekly agreement offered to one person only. Joint garage agreements are not offered.

3.5 Rent and payment methods

3.5.1 Charges for garages can only be paid by Direct Debit. Therefore, charges must be paid monthly in advance from the date the licence commences. Upon signing the agreement, the officer will calculate monies due up to the first direct debit payment, to prevent rent arrears accruing in the interim of the back-office processing being undertaken.

- 3.5.2 The charge may be varied, usually once per year in April and the legal occupier will be given at least one month's written notice of the change to the weekly charge. The Council will automatically amend the Direct Debit as appropriate.
- 3.5.3 If a legal occupier is in rent arrears, then it is the responsibility of the legal occupier to arrange with The Council, to bring the account up to date within seven days of falling into arrears in accordance with the terms of the legal agreement, and in line with the Housing Revenue Management Policy.

3.6 Use of garage

- 3.6.1 The Council will not be liable for any loss, damage or deterioration to a vehicle, or any other items stored in a garage.
- 3.6.2 All vehicles stored in garages must be taxed unless a valid Statutory Off-Road Vehicle Notification (SORN) has been made to the Driver and Vehicle Licensing Agency (DVLA).
- 3.6.3 Legal occupants are not permitted to sub-let or assign all or part of the garage or accept rent from any other party for the use of it.
- 3.6.4 Garages are not permitted to be used for the purpose of accommodation or habitable area.
- 3.6.5 Only legal occupants are permitted to carry out minor vehicle repairs or routine servicing in the garage but must not cause nuisance or annoyance to be neighbouring residents, including not running engines except when entering or leaving the site, or revving the engine of vehicles, or playing loud music.
- 3.6.6 Legal occupiers must not work on or make any structural alterations or additions to the garage and garage doors must be closed and secure when not in use.
- 3.6.7 Legal occupiers, or any associates, must not loiter, obstruct access to the site, other garages, highways, or any other premises.

3.7 Repairs

- 3.7.1 Council Officers will undertake regular inspection of garage sites to respond to issues and deal with unauthorised parking, abandoned vehicles and damage, to ensure these are minimised.
- 3.7.2 The Council will keep the structure of garage in decent state of repair. It is the legal occupier's responsibility to report repairs or defects that require responsive repairs.

- 3.7.3 Legal occupiers are required to give employees or contractors reasonable access to carry out responsive repairs and planned maintenance to the garage, or neighbouring properties.
- 3.7.4 If a legal occupier is unable to use the garage whilst repairs or maintenance is being carried out then, the charges will be suspended, until such time as repairs are complete and the charge can be resumed.
- 3.7.5 In the event of major or uneconomical repairs being required, or if the whole or part of the site needs to be redeveloped, then the Council will endeavour to offer the legal occupier an alternative garage but cannot guarantee either this or its location. Where an alternative cannot be found, then the Council reserves the right to bring the legal agreement to an end.

3.8 Death and succession

- 3.8.1 Where a licensee of a council owned dwelling has passed away and there is a statutory successor to the secure tenancy, any linked garage licence offered to the successor and will be treated and processed in accordance with The Councils policy on succession, which can be found in the Tenancy Management Policy.
- 3.8.2 If the succession is declined, or after 28 days there has been no response from the successor to contact, the legal agreement will be ended and treated as a normal void.

3.9 Terminations

- 3.9.1 The Council will not normally seek to end a garage licence unless there has been a breach, or there is no succession. However, should it need to do so and due to the garage not being a dwelling, the legal agreement has no security of tenure, and the agreement can be ended by giving one weeks written notice to quit to the legal occupier. Any agreement must end on a Sunday. RBC has discretion to shorten this notice period in appropriate circumstances.
- 3.9.2 The legal occupier can also terminate the licence by giving one week's written notice to the Council that must end on a Sunday.
- 3.9.3 The legal occupier must give the Council vacant possession and leave the site in a clean and tidy state.
- 3.9.4 The garage must always be returned to the Council possession, in accordance with its current procedures, on or before 12:00 the Monday morning following the expiry of the notice on the previous Sunday.
- 3.9.5 Where possession is not given by the due date and time, possession of the garage will be regained, and the garage secured, and the legal occupier will be recharged a reasonable cost for the work. Any credit on a linked dwelling rent account can be transferred to repay any outstanding debt on a garage

account at the end of the tenancy and similarly any credit on a garage account can be transferred to any linked dwelling rent account to clear any other housing related debt.

- 3.9.6 The garage will be accessed and inspected by Housing Services within two working days of possession being returned. If the former legal occupier is found to have left items or vehicles in the garage, then the Council will:
- Make a full inventory and in accordance with law pursuant to Torts (Interference with Goods) Act 1977, Section 12 (1) will serve notice on the licensee to collect the goods within 7 days of the date of the notice or the goods will be disposed of.
 - If the goods are not removed within 7 days of expiry of the notice, then the Council will remove and dispose of them, the cost of which will be recharged to the former licensee.
 - The Council will make reasonable attempts contact the former legal occupier to remove their goods within one week of the expiry of the notice. These contacts will be recorded against the account.
 - Continue to charge rent until the matter is resolved.

4 REVIEWS OF THE GARAGE REGISTER

- 4.1 The Council will review the garage register every two years. Once notified of the review, applicants will be given no more than three opportunities to confirm any changes of circumstances and / or that they wish to remain on the list, before being struck off. There will then be a requirement to re-apply and the effective date will be from the date any new application is received.

5. COMPLAINTS

- 5.1 Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section should be read in accordance with the Housing Services Complaints and Enquiries Standard.

- 5.2 Complaints can be made in writing to:

**Housing Services Review and Improvement
Redditch Borough Council
Town Hall
Walter Stranz Square
Redditch
B98 8AH**

Or emailing: housingreviewsandcomplaints@bromsgroveandredditch.gov.uk

6. PERFORMANCE & REPORTING

- 6.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

7. EQUALITY

- 7.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

8. LEGISLATION AND GUIDANCE

- Law of Property Act 1925
- Data Protection Act 2018
- Equality Act 2010
- Torts (Interference with Goods) Act 1977, Section 12 (1)
- The Housing Act (1985)

9. RELATED POLICIES AND PROCEDURES

- Housing Revenue Policy
- Tenancy Management Policy
- Repairs Policy
- Rechargeable Repairs Policy