

## **GARAGE ALLOCATIONS AND MANAGEMENT PROCEDURE**



### **MONITORING INFORMATION:**

**POLICY/PROCEDURE/STRATEGY:**

**DATE APPROVED:**

**EXPIRY DATE:**

**OWNER:**

**APPROVAL ROUTE:**

**GARAGE ALLOCATION & MANAGEMENT PROCEDURE**

**OCTOBER 2024**

**OCTOBER 2027**

**CUSTOMER FIRST TEAM LEADER**

**EXECUTIVE MANAGEMENT TEAM**

# Garage Allocation and Management Procedure

## 1 Introduction

- 1.1 Teign Housing owns and manages approximately 600 garages. We are committed to maximising the availability of its garages as a safe, well-maintained resource for the storage of cars and motorcycles as first priority, with the option to store non-flammable items at the risk of the Licensee, at a cost that is affordable to a broad range of customers.
- 1.2 The aims of our Garage Allocations & Management Policy are:
- To make best use of our available garages, by letting them to tenants and local residents.
  - To let garages to tenants and local residents as quickly as possible, in order to minimise rental loss.
  - To prevent garage arrears from escalating through early management intervention.
  - To minimise the cost of repairs over the life of the garage Teign Housing will provide a planned maintenance programme reviewed annually.
  - To ensure we are making the best use of our garage sites by taking account of demand.

## 2 Marketing of garages

- 2.1 We will provide a current list of garages available to let on our website and ensure this is regularly updated. We will also increase marketing by using our monthly E-zine as a form of advertising.
- 2.2 Should there be insufficient interest in garages at a particular location, the Customer First Team leaders will consider other marketing opportunities. Where long term low demand voids occur consideration will be given to an appraisal of options for the site.

## 3 Applications & Allocations

- 3.1 All customers interested in a garage can contact Teign Housing through their preferred method of communication. Full details will be required including full name,

date of birth, contact details and their preferred location of the garage(s). The tenant will also be asked if there is a disability which should be considered during the application process. All applicants must be 18 years or over (including tenants of other RSLs, private tenants and owner occupiers).

- 3.2 We will check that applicants do not have any outstanding debt to Teign Housing, including former tenants. If there is a present and/or former debt, the balance must be cleared, and Teign Housing tenants will be required to have a clear rent account for three consecutive months prior to being let a garage. This will be stated at the time of application. In exceptional circumstances the Customer First Team Leaders may allow the rental of the garage if required.
- 3.3 We will make relevant contact with the perspective Licensee, if we are unsuccessful in making contact with the customer, we will allow 24 hours for them to make contact. If we do not hear back within this time, we will move on to the next person on the waiting list.
- 3.4 If no immediate garage(s) are available, the applicant will be added to the Teign Housing garage waiting list. The priority of letting is as follows:
- 1<sup>st</sup> - Teign Housing tenancy holders with a disability restricting their mobility who are living within the vicinity of the garage. Proof of disability that restricts mobility must be provided (evidence of benefit entitlement or Blue badge documents).
  - 2<sup>nd</sup> - Teign Housing tenancy holders.
  - 3<sup>rd</sup> - Teign Housing tenancy holders who require a second garage. No more than two garages per tenancy holder must be allocated.
  - 4<sup>th</sup> - All other applicants (including current/former employee and or board member, non-tenancy holder).
- 3.5 If a garage(s) is allocated to a former/current employee or Board Member they must have no involvement in the allocation process. The Teign Housing Code of Conduct must be followed, and an allocation must not be made until approval has been sought from the Executive Management Team.

- 3.6 All applicants offered a garage must sign a Licence Agreement (Appendix 1). Two months' rent in advance is required and a direct debit must be set up at the time of signing the Licence.
- 3.7 When signing up applicants to a garage Licence you should complete a Garage Sign Up checklist (Appendix 2). Theirs and our responsibilities will be explained in full to the applicant. This will include a signed consent form to allow the sharing of data to relevant parties to adhere to GDPR legislation.
- 3.8 Every 6 months we will review the current waiting list and ensure that all applicant information is still relevant and up to date.

## **4 The Use of Garages**

- 4.1 The Licence Agreement details the agreed usage of the garage whereby a Licensee may use the garage to store a vehicle or items. No inflammable materials and substances should be stored other than in the engine or tank of a motor vehicle. Teign Housing will not be liable for the damage of items and/or vehicle(s) that are stored in the garage.
- 4.2 The Licence Agreement prevents Licensees from using the garages for business purposes and from doing anything which might cause a nuisance or annoyance to neighbours or to us. This includes major repairs to vehicles.
- 4.3 The sub-letting of a garage is not permitted. In the event that a garage is found to be sublet by the Licensee we will serve a Notice to Quit (NTQ) with immediate effect and the Licence will be terminated and the garage re-let.
- 4.4 Teign Housing, on giving reasonable notice to the Licensee, may require access to carry out a full internal and external inspection of any licensed garage.
- 4.5 We may permit the use of a garage for storage by internal Caretaking and Grounds Maintenance teams and for contractors carrying out works in our homes and neighbourhoods.

## 5 Garage fees

- 5.1 Teign Housing tenancy holders will pay a lower garage fee which is exempt from VAT, whereas a non Teign Housing tenancy holder will pay the full garage fee including VAT.
- 5.2 Teign Housing may increase the garage fees on the first Monday in April after the start of the Licence period and at any other time deemed necessary thereafter by giving the Licensee at least one week's written notice.
- 5.3 A direct debit is mandatory at sign up and throughout the Licence period. If a direct debit is cancelled after the sign up is completed, Teign Housing may consider serving a Notice To Quit (NTQ). A discussion will be had with the Licensee prior to any decision made.
- 5.4 To prevent garage arrears, a Licensee can only be served a NTQ on two separate occasions with the option to allow them to clear the account. On the third NTQ issued, we will terminate the Licence without consideration. This will be made clear at sign up.

## 6 Repairs & Maintenance

- 6.1 The Licence Agreement (Appendix 2) details the repair obligations for both Teign Housing and the Licensee.
- 6.2 Repairs to a garage will be carried out by Templer HomeBuild in line with our Repairs and Maintenance Policy & Procedure.
- 6.3 In cases of emergencies involving significant risks to health and safety and/or access issues, repairs will be given a 24-hour priority. This will be assessed on a case-by-case basis. If a site is deemed as a serious health and safety risk, this will be made safe and may involve demolition if required. If this decision is made, an alternative garage will be offered if available.
- 6.4 All Licensees will be informed of potential Asbestos in the garage they are leasing. A report will be provided (if available) at sign up. Information relating to Asbestos can be found in Teign Housing's Asbestos Policy & Procedure.

- 6.5 Teign Housing will provide a rolling planned maintenance programme which we will review annually.
- 6.6 As part of continuous development opportunities, Teign Housing may consider a site for potential re-development. We will ensure that the Licensee is informed at the earliest opportunity and an alternative garage will be allocated (if available).
- 6.7 Templer HomeBuild will produce recharges where applicable and follow up with Teign Housing's Finance department who will collect accordingly.

## **7 Management of Garages**

### **Void Management**

- 7.1 Licensees are required to give one week's written notice from a Monday to terminate their Licence. Keys are required to be returned by the following Monday no later than 12 noon, or the next working day following a bank holiday.
- 7.2 When a notice is received, we will inform the Licensee that the garage must be cleared and left in a good condition. After the notice has expired if any items are found we will serve a TORTS. Once this has expired after 7 days, we will dispose of any items that remain. If the garage condition is poor due to the Licensee, we will look to recover the cost of this direct from them.
- 7.3 Upon receipt of the keys a lock change will be completed.
- 7.4 Surveyors will inspect the garage within ten working days upon receipt of the new keys received following the lock change. They will ensure the following (as per Teign Housing's Garage Void Standard):
- The garage is cleared and unoccupied,
  - Assess the security of the garage,
  - Assess repairs both rechargeable and those which are our responsibility,
  - Arrange clearance including re-charge arrangements if applicable.
- 7.5 If repairs are required, these will be raised by the Surveyor for Templer HomeBuild to complete. The Customer First Team will be notified once ready to let.

- 7.6 Once ready to let the keys will be returned to the Customer First Team for the garage to be re-allocated.

### **Abandoned Garages**

- 7.7 If a garage is found to be abandoned a 7-day NTQ and TORTS will be served with immediate effect. A lock change will be carried out once the NTQ and TORTS has expired, which will start our void process.

### **Assignment & Succession**

- 7.8 Assignment of garage Licences will not usually be permitted but may be considered under exceptional circumstances. This will be agreed with the Customer First Team Leaders.
- 7.9 Teign Housing's tenancy holder with a garage Licence completing a mutual exchange is required to give notice on their garage. This will not be transferable to the incoming tenant.
- 7.10 Teign Housing's tenancy holder(s) leasing a garage do not have general succession right. However, in the following circumstances exceptions may be considered:
- If the garage Licence was held by the tenant of a Teign Housing property and a succession takes place to that tenancy, the person succeeding the tenancy of the property may succeed to the garage Licence upon request in writing to Teign Housing.
  - If the garage Licensee was a sole Licensee and was not a tenant of a Teign Housing property, then the lease should be terminated by Teign Housing serving an NTQ.
  - If there is a joint garage Licence, then the surviving garage Licensee may continue to lease the garage if they so desire. If the survivor does not wish to continue to lease the garage, then the Licensee will need to provide notice.

### **Right to Buy**

- 7.11 As garages are not subject to the Housing Act 1985 (as amended), Teign Housing tenancy holders with a Licence are not permitted to buy them through Right to Buy or Right to Acquire legislation (unless the garage is within the boundaries of the property and included within the property tenancy).

## APPENDIX 1

### Licence Agreement



**THIS AGREEMENT** is made on .....

Between **TEIGN HOUSING** ('the Housing Association') and

Name..... ("The Licensee")

(Print name in full)

Of.....

(Full address)

#### WHEREBY IT IS AGREED AS FOLLOWS:

The Housing Association hereby gives authority for the Licensee to use

Garage.....("the Garage")

(Print full address)

Effective from Monday .....

#### PERIOD OF LICENCE – The Licensee agrees that:

This is a weekly Licence commencing on a Monday and termination on a Sunday. The Licence fee is calculated on a weekly basis.

#### LICENCE FEE – The Licensee agrees to:

- a) A weekly fee of £..... will be charged to the rent account.
- b) Payments to be made by Direct Debit only.
- c) A payment of 2 months in advance at the time of sign up.
- d) A minimum of 1 month thereafter in advance.
- e) If the Licensee falls into arrears, we will follow our arrears collection procedure and issue a Notice to Quit ("NTQ"). A NTQ will only be served on two separate occasions; if a third is issued we will terminate the Licence with immediate effect.
- f) The Housing Association may increase the garage fees on the first Monday in April after the start of the Licence and any other time deemed necessary by giving the Licensee at least one week's written notice.
- g) At no point withhold payment for any reason whatsoever.

#### USE OF GARAGE -The Licensee agrees to:



- 1.1 Use the garage to store a vehicle or items. No inflammable materials and substances should be stored other than in the engine or tank of a motor vehicle. The Housing Association will not be liable for the damage to items and/or vehicle(s) that are stored in the garage.
- 1.2 Not use the garage(s) for business purposes nor doing anything which might cause a nuisance or annoyance to neighbours or to The Housing Association. This includes major repairs to vehicles.
- 1.3 Sub-letting of a garage is not permitted. In the event that a garage is found to be sublet by the licensee we will serve a NTQ with immediate effect and the License will be terminated and the garage re-let.
- 1.4 On giving reasonable notice to the Licensee, The Housing Association may require access to conduct a full internal and external inspection of any licensed garage.
- 1.5 Not to make any additions or structural alterations in or to the Garage.
- 1.6 No advertisement notice bill or name plate permitted to be displayed at any time.

## **REPAIRS & MAINTANANCE**

### **The Licensee agrees:**

- 1.7 To keep all gullies, gutters, wastes, downpipes and drains clean and unobstructed.
- 1.8 To keep the garage door (including opening mechanisms and locks), windows, fixtures, and fittings in good repair by reporting any repairs that the Housing Association is responsible for in a timely manner to ensure no further damage is caused.
- 1.9 To keep the garage securely locked at all times other than for access purposes and not to use the garage frontage area for parking.
- 1.10 If a repair is conducted and deemed the Licensee's responsibility due to deliberate damage or neglect, this will be recharged back to the Licensee and will be required to be paid in full.

### **The Housing Association agrees:**

- 1.11 To keep the roof, walls, door (including opening mechanisms and locks), windows, main timbers, and outside paintwork in useable repair. The Housing Association cannot guarantee that the garage will be watertight; however, we accept that minor repairs will be conducted to reduce major water ingress.
- 1.12 To inform the Licensee of any potential development prospects on the site of their garage at the earliest opportunity and offer the Licensee an alternative garage, if available.

- 1.13 To provide a planned maintenance programme to keep all garages in a usable condition.
- 1.14 In cases of emergencies involving significant risks to health and safety and/or access issues, for vehicles including mobility scooters and the like, repairs will be given a 24-hour priority. This will be assessed on a case-by-case basis. If a site is deemed as a serious health and safety risk, this will be made safe and may involve demolition if required. If this decision is made an alternative garage will be offered, if available.
- 1.15 All Licensees will be informed of potential Asbestos in the garage they are licenced. A report will be provided (if available) at sign up. Information relating to Asbestos can be found in Teign Housing's Asbestos policy & procedure.

## **TERMINATION OF LICENCE**

### **The Licensee agrees:**

- 1.16 One week's written notice from a Monday will be provided by the Licensee to terminate their Licence. Keys are required to be returned by the following Monday no later than 12 noon into the Housing Associations office
- 1.17 The garage must be cleared and left in a good condition. After the notice has expired if any items are found we will dispose of these. If the garage condition is poor due to the Licensee, we will look to recover the cost of this direct from them.

### **The Housing Association agrees to:**

- 1.18 Any notice served by the Housing Association will be properly served on the Licensee by form of post, hand delivered or by email to the Licensee's last known address or current email address or affixed to the garage door.
- 1.19 If a garage is found to be abandoned a 7-day NTQ and TORTS will be served with immediate effect. A lock change will be conducted once the notices have expired.
- 1.20 The Housing Association has the right to end the License Agreement at any given time for any reason, by service of a Notice to Quit, which gives whatever period of time the Housing Association sees fit to allow for that termination.
- 1.21 Any NTQ served is effective from a Monday only, expiring on the Sunday of the same week.

## **DECLARATION BY LICENSEE**

I / We hereby confirm to all the above terms and conditions that relate to the License of the Housing Associations garage.

I / We understand that the garage is not suitable for storage of items that may be damaged by moisture or dampness.

I / We understand that valuable items are stored in the garage entirely at my/our own risk and Teign Housing will not be held liable for any loss or damage caused.

I / We understand that if these terms and conditions are not adhered to, the Housing Association has the right to terminate the License at any given time.

Signed..... Date.....  
(Licensee)

Signed..... Date.....  
(Joint Licensee)

Signed..... Date.....  
(Officer on Behalf of Teign Housing, Housing Association)

## PRIVACY INFORMATION

Teign Housing is committed to providing our customers with the highest standards of privacy and data security in accordance with the General Data Protection Regulations (GDPR).

The information you supply to us including: your name, address and contact details will be used solely for the purposes of managing your Garage Licence Agreement and may occasionally be shared with our repairs subsidiary company (Templer HomeBuild) and its approved sub-contractors for the purpose of providing repairs and maintenance services as per the Repairs and Maintenance section of this Licence Agreement.

Your personal information will not be shared or sold to any other third parties unless required by law and will be stored securely by Teign Housing for the duration of this agreement, or for up to a maximum of 6 years after the termination of this Licence Agreement in accordance with Teign Housing's Data Retention Policy.

To enable us to legally process and share your information, we will require your prior consent. By ticking the boxes below, you confirm your understanding of this privacy information, and grant your consent for Teign Housing to process and share your data for the purposes of fulfilling the requirements of this Licence Agreement:

- ☐ I consent to Teign Housing processing my data for the purposes described above
- ☐ I consent to Teign Housing sharing my data with the repairs subsidiary company and their subcontractors for the purposes described above.

For further details about how Teign Housing manages your personal information, or for more information regarding your personal rights under the 'GDPR', please visit our website [www.teignhousing.co.uk](http://www.teignhousing.co.uk) or email your enquiry to [customerhub@teignhousing.co.uk](mailto:customerhub@teignhousing.co.uk). Alternatively, contact our Customer First Team by calling 01626 322722, option 2.

## APPENDIX 2

### Garage Sign Up Checklist

**Garage address:**

I have provided ID and proof of address ☐

I have received ..... Number of keys ☐

I understand the terms and conditions of the garage licence ☐

I understand that the garage is not guaranteed to be watertight ☐

I have NOT viewed the garage and will contact Teign Housing as soon as possible if there are any issues with the garage ☐

I have paid 2 months garage fees in advance (£            ) ☐

I have completed a Direct Debit Mandate and understand that this is mandatory ☐

I have been issued with an Asbestos Report or informed about potential Asbestos ☐

I understand that I am not allowed to store any inflammable substances in the garage ☐

I understand the consequences of having garage arrears ☐

I have read and understood the Privacy Information ☐

**Keys issued by:**

Name.....

Signature.....

Position.....

Date:.....

**Keys issued to:**

Name(s).....

Signature(s).....

Date:.....