

Mid Devon District Council

Garage Management Policy

Policy Number: HSG v4.4

January 2020

Version Control Sheet

Title: Garage Management Policy

Purpose: To review the Garage Management Policy in accordance with good practice and relevant legislative requirements.

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Status: Review of policy

Review Frequency: **Every 10 years or sooner if required and in accordance with good practice and changes in legislation**

Next review date: **January 2030**

Consultation **This document was sent out for consultation to the following:**

Cabinet Member

Staff

Leadership Team

Homes Policy Development Group

Document History

This document obtained the following approvals.

Title	Date	Version Approved
Cabinet Member	13/02/2020	
Leadership Team		
Homes Policy Development Group	17/03/2020	
Cabinet	23/04/2020	4.4

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC), Housing Service approach to letting and managing garage and garage ground rent plots (GGRP's). Residents are encouraged to take on garage and GGRP tenancies to free up congestion on roads, promote safer communities and prevent access problems on estates due to overcrowding of vehicles.

2. Scope

This policy applies to how we manage garage and GGRP's allocations and terminations. This policy covers the following points and should be read in conjunction with the related documents as stated below:-

- Allocation of garages and GGRP's
- General use
- Repairs
- Rent
- Termination of tenancies
- Insurance
- Demolition of plots and development
- Bereavement and succession rights

3. Related Documents

- a. Garage Agreement
- b. GGRP Agreement
- c. Income Management Policy
- d. Recharge Policy
- e. Policy relating to tenancy changes

4. Definitions

The following definitions apply to this policy:

- **Garage** includes the structural building and the garage forecourt area
- **Garage Ground Rent Plots (GGRP)** are plots of land purposely let for parking a vehicle. They are let as a hard standing and are suitable for erecting a prefabricated garage by the tenant, if required, subject to approval
- **Resident** includes MDDC tenants, freeholders, leaseholders and private tenants
- **Tenant** means anyone who holds a Council tenancy with Mid Devon District Council
- **Vehicle** any car, motorcycle, caravan, trailer, trailer tent, motorhome, van, lorry, horsebox, boat, motor scooter or similar

5. Allocations and lettings

5.1 Waiting lists are open to all residents aged eighteen or over regardless of their

tenure status, subject to meeting the relevant criteria.

- 5.2** Businesses may apply for a garage to store a vehicle for business purposes. They may also store other items but not use the garage as a retail outlet or for advertising purposes.
- 5.3** Garage rent will be charged at a higher rate for businesses, private tenants, home owners, leaseholders and former tenants, compared to current tenants of a Council dwelling. However, the Council reserves the right to vary the rent by giving the tenant of a garage one week's written notice or one month's written notice for a GGRP before any changes take place.
- 5.4** It is the responsibility of the tenant to notify us of any changes.
- 5.5** Registered charitable organisations are charged rent at a discounted rate as long as proof of charitable registration is provided.
- 5.6** GGRP rent is charged at the same rate for all residents.
- 5.7** Waiting lists will be established and maintained in date order, however, priority will be given to Council tenants who rent a dwelling from us over a non-Council tenant when being allocated.
- 5.8** A Council tenant who is in rent arrears or has other housing related debts will not be eligible for a garage or GGRP.
- 5.9** In all cases the applicant will be required to enter into a garage or GGRP agreement. Garage tenancies are weekly agreements and GGRP tenancies are yearly agreements. Joint tenancies are not offered.
- 5.10** If a former tenancy was breached, we have discretion over whether to grant a new tenancy over the next two years.
- 5.11** A tenancy will be revoked if it is found that applicant knowingly gives false or misleading information to obtain a tenancy.
- 5.12** A prospective tenant may view the garage or GGRP prior to signing up for the tenancy. However, they will be responsible for returning the keys that they signed for. If they do not return the keys or lose them, they will be recharged for the replacement of any locks or keys.

6. General use of garage/GGRP

- 6.1** We will not be responsible for any loss, deterioration or damage to a vehicle or any items stored in a garage or GGRP.
- 6.2** Tenants must not keep an untaxed vehicle in the garage or GGRP unless a valid Statutory Off Road Vehicle Notification (SORN) has been made to the Driver and Vehicle licensing Agency (DVLA).

- 6.3** Tenants must not park a vehicle that exceeds two tonnes unladen weight on any Council land.
- 6.4** Tenants are not permitted to re-let, assign or sublet all or part of the garage or GGRP or accept rent from another party for the use of it.
- 6.5** Garages or GGRP's are not permitted to be used for the purpose of accommodation.
- 6.6** Tenants are expected not to continuously run the engine of vehicles whilst in the garage or on GGRP, except when entering and leaving. They must not cause annoyance or nuisance to neighbouring properties including garages or GGRP's.
- 6.7** Vehicle repairs are only permitted in accordance with the Tenancy Agreement. Precautions must be taken to minimise the possibility of an outbreak of fire, and materials must be disposed of correctly.
- 6.8** Tenants are not permitted to use power tools to undertake car maintenance. Cordless vacuum cleaners may be used.
- 6.9** Tenants must be able to close doors on any structure that has been erected on a GGRP or garage doors. They are to avoid causing obstruction to access routes to any other garage, GGRP, roadways, footpaths, forecourts, premises or site.
- 6.10** Tenants must not make any structural alterations or additions to the garage.
- 6.11** It is a condition of the tenancy agreement that tenants must comply with all relevant planning permission and building control consent for erecting any structures on a GGRP. Permission should be sought from us prior to works commencing.
- 6.12** Tenants are responsible for disposing of any structures on a GGRP prior to the tenancy ending. Any structures in place, we will charge the tenant for its removal and disposal.
- 6.13** The cost of any repairs, maintenance or replacement of a garage or GGRP as a result of misuse or wilful damage by the tenant, or any other person connected with them, will be dealt with in line with the Housing Services Recharge Policy.

7. Repairs

- 7.1** Tenants are required to give employees or contractors working for the Council reasonable access in order to carry out repairs to the garage, GGRP or neighbouring properties.

- 7.2** We will not be responsible for repairing or maintaining any structure that has been erected on a GGRP. Any structures are to be kept in good repair and condition throughout. This will be the responsibility of the tenant.
- 7.3** If a tenant is unable to use a garage whilst repairs are being carried out and a suitable neighbouring garage is void. This will be offered to the tenant temporary at the same rent as the existing garage tenancy. If there is either no suitable neighbouring void garage or the tenant declines the offer of one, the existing tenancy will be temporarily terminated. In this case rent will not be charged for the garage requiring repairs providing the keys are returned to us. The tenancy will resume when the repairs to the garage have been completed.
- 7.4** In the event that a garage or GGRP tenancy is terminated because the whole or a substantial part of the site needs to be redeveloped, we will try to offer the tenant a suitable alternative garage or GGRP but cannot guarantee the location.

8. Rent

- 8.1** The rent may be varied by giving the tenant of a garage one week's written notice or one month's written notice for a GGRP before any changes take place. These charges may increase or decrease from time to time – usually once a year.
- 8.2** Garage rent is due weekly as specified in the tenancy agreement. .
- 8.3** GGRP rent is due yearly. If a tenant is unable to pay the full amount in advance they are advised to make an arrangement to clear the arrears.
- 8.4** Garage and GGRP arrears will be dealt with in line with the Housing Services, Income Management Policy.

9. Terminations

- 9.1** We will not normally end a garage or GGRP tenancy without the tenant's agreement unless there is a breach of tenancy conditions (or the tenant is deceased and there is no succession). As the tenancy is not for a dwelling the tenant has no security of tenure. The tenancy can be ended by serving one week's notice to quit on the tenant with a garage and one month's notice to quit on the tenant with a GGRP.
- 9.2** A tenant holding a garage tenancy may terminate their tenancy with one week's written notice ending on a Sunday.
- 9.3** A tenant holding a GGRP tenancy may terminate their tenancy with one month's written notice.
- 9.4** Where items have been left in a garage or on a GGRP the former tenant will be given every opportunity to remove the items. A charge will continue to be

raised until the former tenant either removes the items or they give us written permission to dispose of them. In the event that items are not removed within one calendar month, we will remove and dispose of any items and the former tenant will be recharged for any costs incurred.

- 9.5** If there is any outstanding rent or recharges when the garage or GGRP tenancy is terminated then the former tenant must make arrangements to pay any outstanding debts.
- 9.6** A tenant holding a GGRP tenancy is renting land on which a garage can be built. In some cases, the plot may have an existing structure on it when let. The tenant will be required to remove any structures from the GGRP when the tenancy ends unless we have agreed that it can remain or the tenant has negotiated a sale with the new tenant. In this instance, the tenant will be responsible for the negotiation and exchange of finances with the other party prior to the tenancy ending. Failure to remove the structure, if required, may result in us arranging removal of it and recharging the cost of the work to the former tenant.
- 9.7** When a garage or GGRP tenancy is terminated, vacant possession is required, with all rent paid up to date, any items removed and the property left in a clean and tidy condition. Keys are to be returned by 12 noon on the Monday following the tenancy end date.
- 9.8** If the keys are not returned or they have been lost we will recharge the tenant for the replacement of any locks or keys.

10. Insurance

- 10.1** We will insure the structure of the garage; this does not include structures that have been erected on a GGRP by a tenant or previous tenant. The tenant is responsible for insuring their own vehicle and personal possessions together with any property stored in the garage or GGRP.

11. Demolition of plots and development

- 11.1** The demolition of individual garages, blocks of garages and GGRP's will only be carried out where there is a requirement due to a health & safety risk or a business case is in place to demolish and redevelop the site.

12. Bereavement

- 12.1** Where a tenancy has ended due to the tenant passing away, the tenancy may be offered to a surviving member of the tenant's household. Proof of residency will be required before re-letting the garage/GGRP.
- 12.2** If the surviving member of the tenant's household is not a tenant of a Council dwelling then the rent will revert back to the charge that non-Council tenants receive if they decide to take on the tenancy. If the tenancy is declined or after 28 working days has not been accepted it will be treated as a normal

void. This will be dealt with in line with the Housing Services policy relating to tenancy changes.

13. Equality and Diversity

13.1 The Housing Service will tailor its services to meet the diverse needs of individuals. The aim will be to foster good relations with people when providing services to eliminate discrimination and to promote opportunity of equality. All action taken by us will be in accordance with the requirements of current legislation.

14. Review

14.1 This Policy has been written in line with current relevant legislation. The policy will be reviewed and revised to reflect any legislation requirements and/or other guidance or good practice. The next review of this Policy is due January 2030 and every ten years thereafter.