



## **Garage Policy**

### **Introduction**

This policy sets out our approach to the allocation and management of our Garages. Gentoo will treat everyone equally and fairly whilst endeavouring to make the best use of available stock.

### **Our Policy**

Gentoo Group aims to provide affordable garages for tenants and other persons living within our neighbourhoods.

We are committed to ensuring that garages are allocated in a fair way and as such all Garages will be allocated on a waiting list basis.

Garages can be used for garaging a car or for storage of goods. Gentoo may withdraw its consent for the storage of goods at its discretion by giving written notice.

Rent for the garage is payable weekly and is non-rebatable through housing benefit.

Once a garage has been allocated, the customer is responsible for the upkeep of the garage and must ensure it is kept in a good state of repair. Customers must report any repairs promptly to Gentoo and allow access to the garage in accordance with their tenancy agreement.

### **Policy Outcomes**

Our Garage Policy aims to achieve the following outcomes:

- To allocate garages on a needs basis
- To minimise void rent losses
- 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

## **Contribution to Organisational Goals**

Our Vision and Values set the direction and culture of the Group. They ensure that the business is aligned around the desire to create sustainable homes and communities and to improve the lives of our customers. The vision and values ensure that all of our people understand Gentoo's ethos and are clear about what is expected of them and the contribution they can make.

### **Vision:**

Great Homes - Strong Communities - Inspired People
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### **Values:**

Do the right thing
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Make a difference
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Work together
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Keep learning
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Give all you've got
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This Policy operates within our Vision and Values.

## Definition

Gentoo have various types of garages:

- Integral/ incurtilage garages- these are garages that are either integral to the property or situated within the boundary of a property. Customers with this facility have no separate garage tenancy agreement
- Battery garages- these are blocks of garages located on land owned by Gentoo. Gentoo is responsible for the maintenance of these garages. Customers who rent these garages will be given a Garage Tenancy Agreement
- Site Garage- these are garages which have been built on a piece of land that is rented from Gentoo. In this case customers rent the land from Gentoo but are responsible for the maintenance and upkeep of the garage.

## Applications

Applications for garages should be made using the standardised garage application form which can be obtained from any Gentoo housing office.

## Allocations

Please note the following points about Gentoo's garage lettings policy:

1. Anyone can apply for a Gentoo garage. Priority in the allocation of garages is given to current Gentoo tenants before other applicants
2. Allocations are made according to date of application
3. Applications for a Gentoo garage will not be registered on the waiting list whilst rent arrears against any current or previous tenancy or any other debt with Gentoo exists
4. If it is the intention of the tenant to use the garage for the purpose of garaging their own motor car, upon acceptance of an offer they will be required, when signing the garage tenancy agreement, to supply vehicle registration documents (V5) as proof of ownership of a motor vehicle

## **Use of the garage**

The garage must be used for the purpose of garaging your own private motor vehicle or for the storage of authorised goods. The garage must not be used for any other purpose.

If the garage is to be used for the storage of goods you must comply with the restrictions placed within the agreement, all relevant health and safety regulations and applicable planning control. Gentoo may withdraw its consent for the storage of goods at its discretion by giving written notice.

In particular garages must NOT be used for:

- Business purposes
- The repairing of motor cars other than those owned by you. Gentoo does not object to the occasional minor repair being undertaken at the garage but continual or prolonged vehicle maintenance is not permitted. Any occasional minor jobs must be completed at a reasonable time and it is important that there is no excessive noise, vibration, smell, fumes, oil spillages or dirt
- The storage of gas bottles or other flammable materials.
- Illegal or immoral purposes. In particular Gentoo will not tolerate the garage being used in connection with the storage of stolen goods or vehicles

## **Rent**

Rent for the garage is payable weekly and is non rebatable through housing benefit. The customer should be advised that where rent is paid at an interval other than weekly it must be paid in advance to prevent the accrual of arrears.

The rent level for garages differs depending on the type of garage, and the tenure:

## **Integral/incurtilage garages**

Properties with an integral / incurtilage garage will have this factor taken into account within their property valuation, and therefore an element of the property rent reflects the fact that there is such a facility.

The current garage rates as at December 2014 are as follows:

### **Site garages**

Gentoo Tenant- £1.96

Non Gentoo Tenant- £2.86

### **Battery garages**

Gentoo Tenant- £5.45

Non Gentoo Tenant- £7.71

The policy for garage rent increases is as follows:

- Brick built (battery garages), site and car spaces will continue to increase in line with guideline rent increase levels i.e. RPI + 0.5%

If the tenant falls into arrears action will commence and the Garage Rent Recovery Policy will be followed.

## **Responsibilities of Tenants**

Garage tenants have certain responsibilities which are listed below, if the terms of the tenancy are broken Gentoo has the right to end the tenancy by serving a Notice to Quit. After the expiry of this notice Gentoo will take back possession of the garage. Gentoo can make additional charges for any necessary lock change or other works.

In addition Gentoo reserve the right to serve a Notice and take back possession of the garage if the garage site is required by the Group for redevelopment purposes.

Garage tenants are required:-

- i. To report any repairs promptly to Gentoo Group representatives in order that repairs for which it is responsible for can be carried out
- ii. To pay the cost of repairs which are as a result of carelessness, misuse or neglect on their part, other members of their family or their visitors
- iii. Not to damage or vandalise neighbouring garages or any other property belonging to the Group
- iv. To pay the rent weekly or in the organised timeframe.
- v. To ensure the garage and surrounding area is kept clean and tidy at all times
- vi. Not to make any additions or alterations to the structure of the premises
- vii. Not to act in such a way and take all reasonable steps to prevent visitors from acting in such a way, that causes nuisance, annoyance or discomfort to other tenants, occupiers of neighbouring properties or to the Group.
- viii. Not to display any advertisements, bills, notices or name plates on the premises
- ix. To be solely responsible for any items kept in the garage and they are advised to take out insurance cover against theft or damage of such items

## **Management & Repair**

Gentoo is responsible for keeping Integral/ incurtilage and battery garages in a good state of repair. Customers who rent these garages must report any repairs promptly.

Gentoo will undertake the repairing of the garage including the roof, main walls, doors, lock and outside paintwork, unless the repairs are as a result of carelessness, misuse or neglect.

We reserve the right to inspect the garage at any time and tenants must allow Gentoo representatives access to carry out inspections when required.

## **Ending Tenancy**

To end a garage tenancy tenants must give one week's written notice. The garage tenancy ends on a Monday and all keys must be handed in to the local office by 12 noon. The garage must be left in a good state of repair with fixtures and fittings intact and any rent owed paid in full. All rubbish or belongings must be removed from the premises before vacating the garage or the tenant can be charged for their removal.

## **Supporting Documentation**

- Garage Rent Recovery Policy
- Rent Setting Policy
- Garage Tenancy Agreement
- Garage Application Form

## **Review**

This policy will be reviewed every four years, or in line with business need. The Head of Operations, has overall responsibility for this toolkit. The Executive Director (Operations) has accountability.