



## Garage Policy

### 1.0 Introduction and Scope

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

Gentoo Group	X
Gentoo Homes	X
Gentoo Developments Ltd	
Gentoo Genie	

It applies to:

General Needs rented properties	
Supported Housing	
Sheltered Housing	
Leasehold/Shared ownership	
Rent to Buy properties	
Market rented properties (domestic)	
Temporary Accommodation	
Stock owned but not managed by the Group	
Communal Areas, including those relating to Leasehold/Shared Ownership properties	
Commercial Property (offices, depots etc)	
Stock managed by Gentoo on behalf of a third party	
Garages and outbuildings	X
Remote plant (district heating, electrical pumps etc)	
Curtilage	

## 2.0 Links to Organisational Goals

- 2.1 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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## 3.0 Our Policy Statement

- 3.1 Gentoo Group aims to provide affordable garages for tenants and other persons living within our neighbourhoods.
- 3.2 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.
- 3.3 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.
- 3.4 Rent for the garage is payable weekly and is non-rebatable through housing benefit.

- 3.5 Once a garage has been allocated, the tenant is responsible for the upkeep of the garage and must ensure it is kept in a good state of repair. Tenants of battery garages (i.e blocks of garages located on land owned by Gentoo) must report any repairs promptly to Gentoo and allow access to the garage in accordance with their tenancy agreement. Tenants of site garages (i.e. garages which have been built on a piece of land that is rented from Gentoo) must keep the property and garage in good and tenantable repair and condition. Although tenants of site garages are responsible for their upkeep, it is the responsibility of Gentoo to ensure that the tenant is adhering to the agreement.
- 3.6 We are committed to the principles of diversity and inclusion throughout the organisation and aim to:
- Meet the needs and choice of people from all backgrounds
  - Ensure that our services are relevant, responsive and sensitive to the needs of our existing and future tenants
  - Ensure that all sections of the community in which we work have equal access to our services.
- 3.7 Our Garage Policy will ensure that tenants are treated as individuals with fairness and respect. An Equality Assessment has been completed on this policy.

## **4.0 Roles and Responsibilities**

- 4.1 The Executive Director (Operations) is accountable for ensuring this policy has regard to all legislation, regulation and best practice and for ensuring implementation of this policy effectively.
- 4.2 The Director (Neighbourhoods) is accountable for adequate resourcing and having effective processes in place to implement the policy.
- 4.3 The Heads of Operations are responsible for the day to day delivery of this policy.

4.4 All Neighbourhood Management staff are responsible for familiarising themselves with this policy.

## **5.0 Monitoring and Review**

5.1 This Garage Policy will be reviewed a maximum of every 3 years, or in line with business need.

5.2 The accountability for this policy lies with the Executive Director (Operations) and responsibility for this policy lies with the Heads of Operations.

5.3 This policy may be subject to an audit in line with the internal audit plan.

## **6.0 Policy Outcomes**

6.1 Our Garage Policy aims to achieve the following outcomes:

- To allocate garages in a fair and transparent way.
- 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.
- To manage and maintain all garages and sites effectively.

## **7.0 Records**

7.1 All records relating to garages are stored on Orchard.

## **8.0 Definitions**

8.1 Gentoo have various types of garages:

- Integral/in-curtilage garages: these are garages that are either integral to the property or situated within the boundary of a property. Tenants 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. Tenants who rent these garages will be given a Garage Tenancy Agreement.
- Site garages: these are garages which have been built on a piece of land that is rented from Gentoo. In this case tenants rent the land from Gentoo but are responsible for the construction, maintenance and upkeep of the garage. Tenants who rent these garages will be given a Site Tenancy Agreement.
- Car spaces: these are spaces adjacent some multi storey blocks of properties across parts of the City where an agreement is in place for a tenant or owner to pay rent for the car park space. Car park spaces are also available for rent in the River Quarter, Sunderland.

## **9.0 Applications for Garages**

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

9.2 Application for garages can also be made on line through the Gentoo website.

## **10.0 Allocation of Garages**

10.1 Please note the following points about Gentoo's garage allocations policy.

10.2 Anyone can apply for a Gentoo garage. Priority in the allocation of garages is given to current Gentoo tenants before other applicants.

- 10.3 Allocations are made according to date of application.
- 10.4 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. Consideration will also be made if any applicant has current tenancy breaches, former tenant arrears or chargeable repair debt. Applicants will be considered for a garage once all monies owed or any other issue has been resolved. The local area will assess each case on an individual basis.

## 11.0 Rent

- 11.1 Rent for the garage is payable weekly and is non rebatable through housing benefit. Tenants will be advised and recommended to sign up for paying their rent by direct debit or standing order which will be a more convenient and easier way to make the rent payments. The tenant will 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.
- 11.2 The current garage rates as at April 2019 are as follows:

### Site garages

Gentoo Tenant- £2.04

\*Non Gentoo Tenant- £2.97

### Battery garages

Gentoo Tenant- £5.67

\*Non Gentoo Tenant- £8.02

### Car Park Spaces

Gentoo Tenant - £2.63

\*Non Gentoo Tenant - £3.50

Town Centre Car Park Space Special - £10.40

\*Non Gentoo Tenants rent includes an administration fee.

11.3 Garage rents get decided annually through the rent setting plan which is approved by Group Board annually.

11.4 The policy for garage rent increases is as follows:

- Brick built (battery garages), site and car spaces will increase in line with guideline rent increase levels i.e. CPI + 1%.

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

## **12.0 Use of the Garage**

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

12.2 If the garage is to be used for the storage of goods the tenant 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.

## **13.0 Responsibilities of Tenants**

13.1 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 changes or other works such as the removal of goods and items left in the garage.

13.2 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.

13.3 Garage tenants are required:-

- To report any repairs promptly to Gentoo Group representatives in order that repairs for which it is responsible for can be carried out.
- 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.
- Not to damage or vandalise neighbouring garages or any other property belonging to the Group.
- To pay the rent weekly or in the organised timeframe.
- To ensure the garage and surrounding area is kept clean and tidy at all times.
- Not to make any additions or alterations to the structure of the premises.
- 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.
- Not to display any advertisements, bills, notices or name plates on the premises.
- 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.

## **14.0 Management and Repairs**

14.1 Gentoo is responsible for keeping integral/in curtilage and battery garages in a good state of repair. Each repair will have a priority allocated to it which reflects its degree of urgency. The prioritisation and timescales of Gentoo repairs can be found in Appendix 1.

14.2 Tenants who rent these garages must report any repairs promptly. Repairs can be reported via telephone, in person, email and online.

- 14.3 Gentoo will aim to prioritise repairs for vulnerable customers where the nature of their vulnerability means the repair has serious implications for their health and safety.
- 14.4 It is expected that all urgent, routine or planned repairs, including any measurement, pre-inspection and making good, is carried out within the priority timescale.
- 14.5 With regard to emergency repairs, Gentoo may only be able to 'make safe' or do a temporary repair. If this happens outside of our current opening hours, permanent repairs may be left for normal working hours and Gentoo will arrange a mutually convenient appointment or earliest availability for the scale of repair requested.
- 14.6 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. Paintwork and certain brickwork repairs are likely to be completed through a programme as opposed to reactive maintenance.
- 14.7 We reserve the right to inspect the garage at any time and tenants must allow Gentoo representatives access to carry out inspections when required.
- 14.8 Should tenants want to put additional security measures on the garage door (e.g., additional locks) then they must request and obtain permission to complete these works prior to any work being completed.
- 14.9 If a battery garage is deemed unsafe, Gentoo will look for a suitable alternative garage for the tenant and terminate the tenancy. The rent will be frozen until a suitable alternative garage is identified.

## **15.0 Ending the Tenancy**

- 15.1 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.

## **16.0 Site Garages**

- 16.1 Tenants can apply to rent site garages. Once the tenant has identified a designated site where a garage could be constructed, the local office should be contacted.
- 16.2 The local housing office will determine if they would be in agreement with a site garage being constructed on land owned by Gentoo.
- 16.3 The garage site will be inspected within a 6 to 8 week period to ensure that the garage has been constructed correctly and planning permission has been obtained.
- 16.4 Occasionally site garages are left insitu. Should Gentoo agree to an existing site garage being allocated to a new tenant they must be advised that they will be responsible for all site garage repairs, maintenance and removal of the site construction at the end of the tenancy.
- 16.5 Site garages are to be used only for the purpose stated in the relevant Site Tenancy Agreement.
- 16.6 Tenants renting site garages are responsible for the maintenance, repair and upkeep of the garage. If the site garage is not of sound construction e.g. no doors or other sections are damaged or missing from the garage, then it is the

responsibility of Gentoo to contact the tenant and advise them to rectify the issue.

16.7 The tenant will pay rent on the site garage on a weekly basis, or in advance if they want to pay at longer intervals.

16.8 The tenant must remove the site garage construction and make the site good following termination of the tenancy or the expiry of a Notice to Quit. Gentoo will inspect the site and should the site garage fail to be removed Gentoo may then remove the site garage construction and charge the tenant for the full works.

## **17.0 Complaints**

17.1 Complaints will be dealt with in accordance with the Group's Complaints Policy.

# Appendix 1- Responsive Repairs- Priorities and Timescales

