

TITLE	Garage and Car Parking Policy
Version:	version 4/ March 2010
Review Date:	February 2015
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Customer Approved Date:	
Approved by:	WM Housing Group Board 22 nd March 2010

This Policy relates to the WM Housing Groups' approach to managing garages and the use of car parking spaces within the Groups' stock.

1. Policy Statement

- 1.1 The Groups' partner associations have developments and estates on which car parking and/or garages are provided for residents. Some developments consist of a car parking space or garage for each dwelling, for others developments and estates there are fewer parking spaces or garages than dwellings or no parking provision at all.
- 1.2 Additionally the Group have a number of garages which attract a separate rental charge, they are generally off site provision, not associated with our properties. These are either let to tenants/leaseholders of the group or private customers.
- 1.3 Our policy objectives are to
 - Provide guidance for the management of garages within the WMHG stock
 - Garages - forming part of a tenancy
 - Garages - communal areas/off site provision (separate rent charge)
 - Provide guidance for the management of the use of car parking spaces, thereby contributing to a reduction of nuisance caused as a direct result of misuse of these areas.
 - Parking in communal car parking areas
 - Tenancy conditions and enforcement
 - To maximise income generated from the rental of garages within the WMHG stock
 - Marketing
 - Rents

2. Policy Purpose and Aims:

- 2.1 This policy supports our values which are:
 - Providing Excellent Service
 - Acting with Integrity
 - Valuing People
 - Delivering Creative Solutions

We aim to provide and excellent service through effective management of car parking and garage areas. Valuing our customers by ensuring we take action where nuisance exists.

In order to maximise the numbers of garages let we will deliver creative solutions for marketing

and maintenance.

- 2.2 This policy meets the requirements of Regulatory Codes 3 Properly Managed 3.2 and 3.5, this states that Housing Associations must provide good quality housing services for residents and prospective residents in accordance with 3.5.3 with agreements that clearly set out residents' and landlords' rights and obligations.

3. Our Policy

Garage Management

3.1 Garages – forming part of a tenancy

- 3.1.1** Garages which are a part of the dwelling, or are located on land which forms part of the property and on developments where there is one garage for each dwelling, the garage may be included in the tenancy for the property. In such cases new tenants will have no choice as to whether they accept the garage as part of the tenancy.
- 3.1.2** On some developments/Estates and in consultation with residents and in agreement with the partner Association's Director a local policy for allocating garages separately from the tenancy of the property may be adopted. If such a change is agreed it will apply to all future lettings as properties become vacant and will not affect the tenancy of existing tenants.

NB Whitefriars Coventry have an identified number of garages located in rear gardens which are not included in the tenancy for the property, but let to either the tenant or others on a separate rent.

These garages are let in accordance with 3.2 below.

3.2 Garages – communal areas/off site provision (separate rent charge)

This section applies to garage sites not associated to properties and those garages on developments where there are fewer garages than dwellings.

3.2.1 Management of garages

Garage management to include allocation and lettings, rent setting and collection, repairs and maintenance, anti-social behaviour and landscape maintenance is the responsibility of each Partner Association and is covered by current housing management arrangements.

We aim to ensure that we rent out every lettable garage where we have an interested applicant and will proactively promote the service in areas of low demand.

3.2.2 Allocation and Lettings

- Everyone has the opportunity to apply and be allocated a garage, subject to availability, in the area of their choice regardless of their tenure. Therefore our waiting lists are open to all

over the age of 18.

- Waiting lists will be established and maintained in date order, however, priority will be given to the Association's tenants and leaseholders over a non-tenant.
- Restrictions on the number of garages per applicant will be set by each Partner Association to reflect local need and demand.
- Applicants in rent arrears or other housing related debts will not be offered a garage. In addition no offer will be made to any member of the same household until the debts are cleared in full. The Partner Association's Assistant Director or Area Service Manager has discretion to review this in certain circumstances (to be detailed in local procedures).
- Where there are vacant garages and there are no tenants or leaseholders on the waiting list, tenancies can be offered generally. When garages let to non-tenants become vacant they will be allocated per this policy, i.e. priority to the Association's tenants and leaseholders.
- Each Partner Association will have the discretion to introduce local lettings initiatives where appropriate. For instance to alleviate severe parking problems, a garage site may be linked to a specific block or a higher priority may be given for disabled residents for garages situated next to disabled persons bungalows. In all cases decisions will be made by the Area Services Manager (ASM Whitefriars)/ Housing Services Manager (HSM- Harden Nexus Kemble) and must be documented.

3.2.3 Tenancy Agreements/garage license, conditions and enforcement

- In all cases where a garage is let separately from a dwelling, the applicant will be required to enter into a garage tenancy/ license agreement. These will usually be weekly, with one weeks notice.
- Garages let separately from dwelling tenancies cannot be sub-let.
- As the tenancy/license is not for a dwelling the tenant has no security of tenure and the tenancy/license can be ended by the Association giving the prescribed required notice.
- The tenancy/license agreement will be accompanied by a set of tenancy/license conditions which will outline the terms of the agreement. Each Partner Association will produce local tenancy/license conditions. These will include a consistent approach across the group on storage stipulations. The agreement will be considered for termination should the conditions be breached.

3.2.4 Rents

- In line with the Groups' Partner Associations rent setting policy, rents for stand alone garages will be reviewed annually.
- Each Partner Association will offer a variety of payment methods.
- In line with the Partner Associations policy on arrears of rent and other charges, arrears of garage rent will be pursued following the same guidelines. Where arrears remain, garages let on separate tenancies/licenses will be ended by the Partner Association.
- Garage rent arrears will be monitored as part of the general arrears process carried out by each Partner Association.
- Under VAT legislation tenants and leaseholders of the Group can rent two garages without paying VAT on the rental of them as they are classed as a service related to the tenancy. VAT is applicable at the current rate on the rental of a third garage or more, as this wouldn't be classed as a service connected to the tenancy. If a non- tenant rents a garage, then the garage cannot be linked to the rental of a flat, and therefore cannot be VAT exempt, and

VAT will be charged at the current rate.

3.2.5 Repairs

- Any repairs or maintenance required to a garage will be carried out in line with the Partner Associations Policy on Repairs and Maintenance. Including operating rechargeable repairs.
- Major repairs identified will be assessed to determine if it is both essential and financially viable to undertake the works. The decision to undertake the work will be jointly agreed with ASM and Contracts Manager/HSM and Repairs Service Manager using the following criteria;
 - Occupancy rates
 - Waiting list demand
 - Availability of other garages not requiring major repairs
 - Potential site development opportunity
 - health and safety of the users of the garage site

3.2.6 Monitoring of Voids

- Garage voids will be monitored as part of the general void monitoring process carried out by each Partner Association

3.3 Garage Sales - inc Right to Buy Sales (RTB/A)

- Where a RTB/A applicant has a garage which forms part of the dwelling tenancy this will be included in the RTB/A sale.
- Where a RTB/A applicant rents a garage separately from the dwelling, the garage will not be included in the sale. The applicant may continue to rent the garage after the sale, but future purchasers of the dwelling will not have an automatic right to take over the rental of the garage.
- Where a RTB/A is exercised with a garage situated in the property boundary, but is rented separately, consideration may be given to including the garage in the sale. In these cases the garage will be valued separately and will not form part of the RTB/A discount.
- We will not sell individual garages within stand alone garage sites, not linked to dwelling tenancies.
- Consideration will be given to selling individual garage sites where it is beneficial to the Group. These will be individually appraised and appropriate approvals sought.

3.4 Communal Car Parking Areas

3.4.1 Parking in communal car parking areas

- On some developments/estates, and in consultation with residents and in agreement with the ASM/HSM, local parking policies can be adopted. These may include the use of parking permits or the provision of painted, designated car parking spaces or drop bollards. These policies are scheme specific but must comply with the Group and its partner Associations policy on Equal Opportunities. Local parking policies can be adapted to suit any scheme with a communal parking area at the request of the residents. These may include additional charges.

- Where practicable and upon request people with disabilities will be allocated their own parking space to take into account considerations such as manoeuvrability and distance from their home.
- Where there is ample parking for residents, the partner Association may decide to allocate spaces for visitors and these will most likely be those spaces that are least desirable to residents.
- On shared ownership developments where there is shared parking, regard must be made of the lease arrangements for the allocation of spaces. The Sales Negotiator will discuss the availability of spaces in communal areas with prospective purchasers during negotiations. Houses that come with parking spaces will be subject to the same conditions as tenants whilst we still hold an interest in the property.

3.4.2 Tenancy conditions and enforcement

- Each Partner Association will have conditions for parking in communal car parking areas. These conditions will be reflected in the tenancy conditions.
- The car parking and garage provision and policy are explained to the tenant at the lettings interview and forms an express condition in the tenancy agreement.
- If a tenant contravenes any tenancy conditions with regards to roads, vehicles and parking the partner Association will take action. Partner Associations have procedures in place for the authorisation of legal action and eviction and the procedures to be followed by staff to enforce tenancy conditions.

3.5 To maximise income generated from the rental of garages within the WMHG stock

- The Group will maximise income generated from the rental of garages through
 - Proactive marketing of void garages using innovative methods
 - Ensure that garage rents reflect local market values. Any recommendations for amendments in rents outside the current rent setting policy would require appropriate approvals.
 - Proactive monitoring of rent collection.

3.6 Development

Garage sites that have been identified as having development potential will be considered for use in development programmes, particularly where it meets the Asset Management and Development strategies.

3.7 Demolition of garage sites

- 3.7 Garages have a greater asset value to the company, even when in poor condition, than an empty garage court. Therefore, we will only carry out demolition to individual garages and blocks of garages where there is a requirement due to a health & safety risk or an approved business case is in place.

3.8 Regeneration Areas

We will continue to let garages in Regeneration areas in line with the regeneration phasing. Asset Management/Development will work with the regeneration team to take into account timescales of redevelopment.

4. Equality Impact Assessment

4.1 An equality impact assessment was carried out in respect of this policy. We expect this policy to have a low impact on the various groups of people or individuals.

The Groups' partner Associations will apply the policy on car parking and garages regardless of the applicants race, skin colour, age, religions or cultural beliefs or because of their gender, sexual orientation, class, HIV status, disability or contact with institutions. An element of discretion is incorporated into this policy document for those with special needs.

5. Performance Measures and Targets

5.1 Performance measures and targets for garage rents and voids are included in the overall targets across the group.

6. Monitoring and Review

6.1 This policy is scheduled for review in February 2015 and every three years thereafter.

7. Responsibility

7.1 This effective implementation of this policy is the responsibility of the Director of Housing within the group.

8.0 Associated Documents/Policies

8.1 List of documents/associated policies/publications.

- Customer Care Policy
- Equality and Diversity Strategy
- Value for Money Strategy
- Regulatory Code
- Garage conditions of tenancy/license
- Assured Tenancy Agreement
- Responsive Repairs Policy
- Rent Collection and Arrears Recovery Policy
- Rent setting Policy