



Cloch Housing Association

Garages

Policy Name	Garages
Policy Category	Housing
Policy Number	044
Approved by	Housing & Property Services Sub-Committee
Responsibility of	Director of Customer Services & Communities/Senior Housing Officer
Date Adopted	01 August 2015
Last Review	15 September 2020
This Review	13 February 2024 (Board Meeting)
Next Review	January 2027
Equalities Impact Assessment Required	Yes
Link to other policies	Tenant's Handbook, Rent Setting, Allocations
Consultation	Internal
Need for Procedure	Yes

1 POLICY AVAILABILITY

- 1.1 This policy is available to the public on the Association's website. Copies are also available on request and free of charge from the Association. This policy can also be provided in large print, braille, audio or other non-written format and in a variety of languages, on request.

2. AIMS & OBJECTIVES

- 2.1 This policy has been designed to ensure the efficient and equitable letting of garages by Cloch Housing Association, making best use of the available stock.
- 2.2 This policy sets out the measures Cloch shall employ to prevent or recover arrears fairly and to avoid, wherever possible, action to recover possession of the garage from the tenant. It also sets out the procedures for abandoning garages.
- 2.3 The association has 4 garages to rent all of which are located within the Aberfoyle/Killearn Road Estate. No waiting list is kept but vacant garages will be advertised and allocations made in date order on a first come first served basis.
- 2.4 In seeking to prevent voids the policy aims to ensure that the best use is made of available stock; maximise rental income and have robust procedures for the recovery of abandoned garages.

3. LEGAL AND REGULATORY FRAMEWORK

- 3.1 This policy complies with the relevant statutory and regulatory requirements. The following legislation is relevant to this policy.
- Sheriff Courts (Scotland) Act 1907, Section 38 governs the removing of the property let to tenants for less than a year and requires 28 days' notice to be given prior to the removal.
 - General Data Protection Regulations.
 - Equality & Diversity Act 2010.
 - Control of Asbestos at Work Regulations 2002.

4 RISK MANAGEMENT

- 4.1 By having a written detailed policy to deal with garages the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice and internal policy.
- 4.2 The risk of not having this Policy in place is an absence of the above, poor record keeping regarding tenancy information and a poor reputation.

5. APPLYING FOR AND ALLOCATING A GARAGE

- 5.1 Cloch Housing Association has four garages in Aberfoyle Road which are available to let to residents aged 16 or over. Each applicant must apply to Cloch Housing Association on the standard application form and when allocated a garage the Association will ask for proof of identification and address.
- 5.2 Cloch Housing Association does not maintain a waiting list for garages; however, vacant garages will be advertised via the Association's choice based lettings system and where appropriate we will write to residents in the estate where the vacancy has arisen. Garages will be advertised with a closing date and all applications made during this period will be sorted into date received order and garages shall be allocated to applicants in the following order of priority:
- Cloch tenants who live in the estate in which the garage is situated (Aberfoyle Road / Killearn Road).
 - Cloch factored owners who live on the estate in which the garage is situated.
 - Other Cloch tenants.
 - Other Cloch factored owners.
 - Tenants of other RSLs or owner-occupiers who live in the local area.
 - Tenants of other RSLs or owner-occupiers.
 - Applicants who currently have a garage but want a second.
- 5.3 Where there are multiple applications from the same group the date (and time) of application will take priority and the garage will be let on a first come, first served basis.
- 5.4 A garage will not be allocated to an applicant who has any garage arrears or rent arrears on their current Association property, has any other debt with the

Association or has an outstanding Notice of Proceedings for any other reason. If an applicant is top of the allocations list and it is found that they have outstanding debt, they will be contacted in connection with the outstanding payment and given a short period in which to bring the account up to date before being by-passed for the allocation.

6 LETS TO CLOCH BOARD MEMBERS AND STAFF

- 6.1 Although Schedule 7 of the Housing (Scotland) Act 2001 was repealed by the Housing (Scotland) Act 2010 the principles shall apply to granting a tenancy of a garage to a relevant person. Board Members or staff of Cloch Housing Association are prohibited from benefiting from their connections with Cloch.
- 6.2 The Association may grant a tenancy to its own employees, governing body members, former employees, former governing body members or close relations of the above in line with the conditions of this policy.
- 6.3 Any proposed allocation in these circumstances shall be determined by the Association's Board or Housing and Property Services Sub Committee. In addition, the applicant must have no influence or involvement in the allocation process for the tenancy in question and must not be present during any discussion or vote on the matter. Board members must declare any interest in a case under discussion and take no further part in discussion or decision making on the case. The procedures relating to such a let must have been fully observed, and the Board must have authorised the let in question before any offer is made, having received confirmation that all required conditions and procedures have been met.

7 TENANCY AGREEMENT AND CONDITIONS OF USE

- 7.1 Applicants who are allocated a garage shall sign a Cloch Garage Tenancy Agreement.
- 7.2 A summary of the Conditions of Use are as follows –
- The garage shall be kept in a clean and proper condition, in good repair and free from vermin.
 - The garage shall not be used to store dangerous, volatile or flammable substances or liquids such as petrol, diesel or bottled gas.
 - The garage shall not be used for illegal or immoral purposes, such as the handling of counterfeit or stolen goods.

- The garage shall not be used for any business or commercial purpose or to store any items in connection with a business.
- The tenant shall not do anything or allow anything to be done in the garage or vicinity which could reasonably cause nuisance or annoyance to other people, or which amounts to harassment of other people.
- The tenant shall not make any structural alterations to the garage without the written consent of Cloch Housing Association.
- Officers or other persons authorised by Cloch Housing Association shall be entitled to enter the garage at all reasonable times for the purpose of inspecting it and for executing any works.
- The tenancy rights which are commonly associated with Scottish Secure Tenancies do not apply to garage tenancies, for example – assignation, succession, right to buy, compensation for improvements etc.

8 REPAIRS

- 8.1 Tenants are responsible for keeping garages in a clean and tidy condition and to make good any damage caused by the tenant. The Association is responsible for repairing the exterior including the garage door, lock and mechanism. All enquiries concerning repairs should be made to the Association.
- 8.2 If a tenant is unable to use a garage whilst repairs are being carried out, rent will not be charged providing the keys are returned to the Property Services Team. A receipt will be issued to the tenant for the keys and the rent charge will cease. They will be returned to the tenant when the repairs to the garage have been completed.

9 RENTS

- 9.1 Rents are due calendar monthly in advance on or before the 1st day of each month.
- 9.2 Cloch Housing Association uses the following criteria for determining the rents payable by each tenant –
- Cloch Housing Association tenants pay the monthly rent but not VAT; and
 - Non – Tenants pay the monthly rent plus VAT.

9.3 The table below shows the typical rental charges for Cloch garages as at 2023/2024:

	Cloch Tenants	Non – Cloch Tenants
Rent per month	£35.54	£35.54
VAT per month (@20%)	£0.00	£7.10
Total per month	£35.54	£42.64

9.4 Rent can be paid by Allpay payment card, Standing Order, Direct Debit, by bank card over the phone or at the Association's offices and through the tenants portal My Home. Tenants can also pay over longer intervals by arrangement, providing the rent is paid in advance.

9.5 Cloch Housing Association will increase the rents for garages annually in accordance with the Associations Rent Setting Policy.

9.6 The tenant is liable for the payment of Council Tax, rates, or any other burden imposed by the local authority in respect of the Garage.

10 RENT ARREARS

10.1 Cloch Housing Association shall manage their garage accounts effectively and seek to prevent or minimise arrears on tenant's accounts.

10.2 Where arrears accrue on an account, the Association will make contact with the tenant in accordance with the Association's Procedures. This will normally mean that a "reminder" letter is sent by the Housing Services Department as soon as a payment is missed. If there is no response to this or the tenant defaults for a second month a Notice to Quit the garage will be served. Failure to clear the account in full by the time the Notice to Quit has expired will result in the garage being repossessed and the locks changed with the costs of the eviction being recharged to the tenant. Unlike house and flats, the Association does not have to apply to courts for an eviction order.

10.3 Should a garage be repossessed and be found to contain goods, the tenant will be contacted and asked to remove them within 7 days. Should the Association have to clear the garage; the cost of the clearance along with the cost of a lock change should one have been necessary, will be charged to the former tenant. This is in addition to any arrears outstanding.

11 INSURANCE

11.1 It is the tenants' responsibility to insure the contents of the garage.

12 VOIDS

12.1 Where tenants give notice of the intention to end their tenancy, Cloch Housing Association will ensure that they are provided with a leaflet informing them of their obligations as regards termination, together with a form seeking various items of information that they should sign stating that the tenancy is to be terminated.

12.2 Where possible, Cloch will carry out a pre-termination inspection at which the tenant will be advised of the steps required to end the tenancy satisfactorily.

12.3 If no pre-termination Inspection has been made, then it is the target that a void inspection should be carried out within 1 working day and any void repairs ordered within 2 working days of the termination date.

12.4 The purpose of the inspection is to:

- Ensure the garage is cleared and unoccupied.
- Assess arrangements for securing the garage (In most cases void will have been secured at termination).
- Assess repairs required to the garage.
- Assess rechargeable repairs and notify the outgoing tenant in writing.
- Arrange clearance including re-charge arrangements. The timescales for various repairs are laid down in the Void Policy.

13 ABANDONMENT

13.1 Where tenants abandon a garage without the required 28 days' notice, staff will endeavour to contact them via any contact phone numbers/addresses they have previously supplied. Staff should bear in mind the responsibilities of the Data Protection Act in doing this.

13.2 Every effort should be made to locate the outgoing tenant and to advise them, (in writing if possible) of their responsibility to clear the rent due for the full 28 days' notice period and to attempt to obtain a signed termination notice from them.

13.3 If the Association is unable to contact the tenant and is satisfied the tenant has abandoned the garage, the Association shall repossess the garage using the same process as an abandonment of a general SST – 28 days' notice and then recovery. All letters/notices will go to the address held for the tenant. The costs associated with the recovery of the garage will be re-charged to the tenant.

13.4 It should be made clear in these circumstances that until such due balances are repaid to Cloch, any landlords requesting references will be clearly advised that the tenants breached their tenancy agreement.

14 DEATH OF A TENANT

14.1 Succession rights do not apply to garages. Where a resident who rents a garage dies, the garage tenancy shall end and revert to the Association for re-letting. However, where there is a joint tenancy, the surviving tenant will be allowed to continue to rent the garage if they wish. If they do not wish to continue to occupy the garage, then the tenancy will be terminated, and the Association will allocate the property to another individual.

15 RIGHT TO BUY

15.1 It is possible that Cloch Housing Association may wish to sell its garages to another party if we decide the management costs are unsustainable or that garages are not core business. Tenants will be consulted with should the Association decide to dispose of its garages.

16 ERECTING A GARAGE

16.1 Cloch tenants who wish to erect a garage within the boundaries of their property must apply to the Association using the relevant Alterations Form for permission to do so in accordance with the Association's Alterations and Improvements Policy. If the Association grants a tenant permission to erect a garage then the building must fulfil all building standards and any other relevant regulations. All relevant permissions must be sought at the applicants own expense.

17 COMPLAINTS

- 17.1 Any applicant who feels their application for a garage has been unfairly dealt with has the right to make a complaint. This is detailed in the Association's Complaints Handling Procedure, which is available at the Associations office and on our website.

18 POLICY REPORTING

- 18.1 Garage Arrears, along with other rent arrears are reported on a quarterly basis to the Housing and Property Services Sub Committee.

19 EQUALITIES COMMITMENT

- 19.1 Cloch Housing Association Ltd is committed to tackling discrimination on the grounds of:

- age
- gender reassignment
- being married or in a civil partnership
- being pregnant or on maternity leave
- disability
- race including colour, nationality, ethnic or national origin
- religion or belief
- sex
- sexual orientation

- 19.2 Cloch seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

20 REVIEW

- 20.1 The Rent Setting Policy and the formula is reviewed every 3 years; the core rents within the formula will be updated annually in January each year in line with the agreed rental increase.