



# Garages Policy

Last reviewed July 2021

# 1.0 Garages Policy overview

This policy is managed and adhered to by the housing service. This policy will be reviewed regularly to ensure compliance with government legislation, guidance and good practice.

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## 1.1 Introduction

This policy sets out Dacorum Borough Council's (DBC's) approach to letting and managing its garages.

## 1.2 Aim(s) of the policy:

The aims of this policy are to:

- Comply with all relevant legislation and regulatory guidance
- Provide clear guidance for Officers to enable them to carry out their roles within the team
- Ensure that the council's garage asset is maximised for the benefit of the council and local community

## 1.3 Links to the Council's corporate aims:

This policy supports the council's corporate priorities which are set out in ['Delivering for Dacorum' – Corporate Plan 2020 - 2025](#)

- A clean, safe and enjoyable environment
- Ensuring economic growth and prosperity
- Delivering an efficient modern council

## 1.4 Equality and diversity

The council is committed to promoting equality of opportunity in housing services and has procedures in place to ensure that all Applicants and Tenants are treated fairly and without unlawful discrimination.

## 1.5 Policy Statement(s)

DBC's garages can be used to accommodate one private vehicle or motorcycle, either belonging to the tenant or under their control (e.g. leased). Where there are vacant garages and there is low demand for their use for keeping vehicles, garages may be let for the storage of personal possessions.

- Any person can rent a garage, but DBC will give priority to those who live in the borough (see 2.2)
- Customers can rent up to three garages under the criteria outlined (see 2.3)
- DBC will set rent pricing as appropriate, which is likely to be on an annual basis and may in future include a security deposit (see 2.4)
- DBC may provide customers with discounts under certain circumstances (see 2.4)
- Terms and Conditions are set annually and must be complied with (see 2.5)
- Customers must confirm in writing the request to terminate a tenancy, and will be asked to provide a reason (see 2.6)
- DBC has the right to dispose of goods left in garages after the end of the contract (see 2.7)
- The Assistant Director of Housing (AD) has the power to override the policy for justified reasons (see 2.8)

*"The Council is required to respond to any local or national restrictions imposed by central government. The administration of this and other Council policies could, therefore, be impacted by a pandemic or other emergency for the period that such restrictions are in operation."*

# 2.0 Garage policy detail

## 2.1) Permitted Uses for Garages

One of the main uses of DBC's garages is to accommodate motor vehicles. However, many modern cars and vans no longer fit within most of DBC's garages, so other uses are permitted.

Customers can use garages:

- a) To accommodate:
  - Cars
  - Motor cycles
  - Vans
  - Other motor vehicles or associated items like trailers and jets skis
  - Personal household goods
- b) You may not carry out any business trade from the garage, however, the garage can be rented to be used for business storage
- a) For other DBC permitted uses granted in advance in writing by DBC to the renter

Uses not mentioned in the above list are not permitted

## 2.2) Allocation of garages

Any person can rent a garage from DBC whether they live in the borough or not, although priority is given to those who live in the borough. Priority is also given to accommodating motor vehicles. DBC allocates garages on a first come first served basis. Residents who have rent arrears on any DBC owned property cannot rent garages.

## 2.3) Number of Garages Permitted

Customers can rent up to three garages per residential address in the borough if:

- There are vacancy levels of 10% or more in the same block and/or site
- They were already renting three at the time this policy was introduced

Customers who rent up to three garages and terminate one or more of their garage tenancies will not be entitled to rent another garage if the condition regarding 10% vacancies is not met.

## 2.4) Rent and Other Charges

Pricing is given in the terms and conditions.

A list of current rates is also available on the ["Renting a Garage"](#) page of DBC's website.

To secure the garage, customers must pay four weeks' rent in advance once they have accepted the offer.

Customers who wish to rent a garage but owe debt/arrears to DBC will have to clear these before being allowed to rent a garage. This will be encouraged by transferring the customer to the arrears team immediately.

DBC may provide customers with a "rent free" period for the following reasons (which the Garage Management Officer and Assistant Director (AD) of Housing must approve):

- The customer is having to be relocated at the request of DBC
- There is a fault with the garage that is no fault of the renter and renders the garage unusable/unfit for purpose
- Exceptional approved circumstances, such as an administrative error caused by DBC or a specific case brought by an elected member and that the AD for Housing approves

DBC may offer discounts from time to time. The AD of Housing must approve these in writing in advance.



# 2.0 Garage policy detail

## 2.5) Terms and Conditions

Terms and Conditions are set annually, but reviewed regularly. Recommendations can be made to the AD of Housing, who may approve changes where they have the authority to do so.

Customers who do not comply with the terms and conditions will face the consequences of the terms and conditions. Only the AD of Housing has the right to waive these.

## 2.6) Termination of Contract

Customers must provide their reasons for terminating a contract. This will be used for ongoing analysis.

The contract will not be terminated and DBC will continue to collect rent until the following criteria are met:

- A set of keys that work have been returned to DBC; and
- The garage is empty, clean and tidy.

## 2.7) Disposal of Goods

DBC will give customers 72 hours' notice to remove any goods left in a garage after the contract ends. If the customer does not remove the items within the 72 hours, DBC have the right (under Section 12 of the Torts Interference with Goods Act, 1977) to remove and dispose of these items in a way we see fit.

DBC is currently drafting a Disposals Policy for garages, and this will be updated in subsequent versions of this policy.

If DBC agree to return any items remaining in its possession, the customer will be responsible for paying any storage/removal costs incurred.

## 2.8) Power to override policy

The AD of Housing can override any of the policy principles in this document at any time for justified reasons. These instances should lead to a review and revision to reflect such interventions

## 3.0

### Links to other corporate documents

This policy links to and should be read in conjunction with the following policies and strategies:

- Repairs, Maintenance and Improvements Policy
- Asbestos Policy
- Fire Safety Policy
- Enforcement Policy
- ASB Policy
- Asset Management Strategy
- Income Management Strategy
- Rent Arrears and Write Off Policy
- Rent and Charges Collection Strategy
- Tenancy Strategy
- Disposal of Goods in Garages Policy

## 4.0

### Legislation

The legislation listed below will be taken into consideration when implementing this policy:

- [Section 41 of the Local Government \(Miscellaneous Provisions\) Act 1982](#)
- [The Regulatory Reform \(Fire Safety\) 2005](#)
- [Housing Act \(2004\)](#)