



**Solihull**  
Community Housing  
Shaping our neighbourhoods

# Garage Policy

## 2023

## **GARAGE POLICY**

### **Responsible Officer**

Head of Housing and Neighbourhood Services

### **Aim of the Policy**

Solihull Community Housing (SCH) manage a number of garages on behalf of Solihull Metropolitan Borough Council (SMBC) which are available to rent.

They are generally let to SMBC tenants and leaseholders whose tenancies and leases are managed by SCH but also to private residents and charities.

This policy applies to all garages managed by SCH on behalf of SMBC, the landlord.

### **The Policy**

#### **Eligible applicants**

We have a number of garages for rent around the borough. You can rent a garage from us even if you don't rent a council home.

If you are an SMBC tenant and would like to apply for a garage you must have a clear rent account (at least for six consecutive weeks).

If you already rent a garage from us, you must have a clear garage rent account before you can register your interest in another garage.

#### **Rents**

Garage rents are set annually and we will notify you in writing of any changes to the rent. Customers who are not SMBC tenants must pay Value Added Tax (VAT).

If you fail to pay your rent SCH can end your garage rental agreement and take possession of the garage. Arrears are collected in line with our Rent Arrears Policy and Procedure.

#### **Responsibilities**

You must keep the garage locked and in a clean and tidy condition.

You must not leave the engine of a vehicle running unless entering or exiting the garage.

You are not permitted to carry out a trade, business, or profession of any kind from the garage. You are not to use the garage as a workshop.

You are not allowed to attach or exhibit any notices, nameplates or advertisements to the garage or garage block.

You are not allowed to store any items either on the roof of the garage or in the adjoining land.

You must not allow rubbish either to be stored inside the garage or left outside.

You must not physically occupy the garage nor allow any other person to.

You must not use the garage for any illegal, criminal, or immoral purpose including selling or using illegal drugs or storing or handling stolen goods.

You must not sublet your garage to anybody. This includes passing the tenancy on to any other family member.

All contents and vehicles are stored in the garage at your own risk. We will not be held responsible for any damage to contents, fixtures or fittings however caused.

### **Safety**

You can store items other than a vehicle as long as you:

**Do not** store any combustible items or harmful materials in the garage apart from any fuel or oil that is in the workings of a vehicle. Combustible items include petrol; diesel; oils; gases and any other flammable or explosive materials. You must observe and comply with any other statute, bylaw or regulation made thereunder for the time being in force relating to the storage of such items.

**Do not** store or place any items on the garage roof or any part of the adjoining land. All contents and vehicles are stored in the garage at your own risk. We will not be held responsible for any damage to contents, fixtures or fittings however caused.

### **Nuisance**

You must not carry out or allow any nuisance or inconvenience to local residents or other garage users.

### **Parking**

You are not allowed to use the garage forecourt for parking and you must not obstruct another tenant's use of the garage site.

### **Repairs/Damage**

During your tenancy you are responsible for reporting any repairs to SMBC's managing agent SCH. Please contact us on 0121 717 1515.

Repairs that are not urgent: i.e., those that do not cause a danger to yours or others' health, we will aim to deal with within 15 working days. However, larger repairs i.e., a roof replacement, may take longer to complete.

If you do not attend your agreed repair appointment and do not let us know, you will have to report it again.

You must allow SCH access to the garage to carry out repairs.

You will be responsible for the cost of any repairs to the garage that are not due to fair wear and tear. You will also be responsible for the cost of repairing any damage caused by any member of your household or any of your visitors.

You will be responsible for any fittings in the garage, for example shelving, and any additional locks.

You will be responsible for the cost of having to replace any keys or locks due to damage or loss.

We may consider a rent rebate where a repair has taken an unreasonable amount of time to complete and you have been advised not to use the garage during this time.

If you qualify for a rebate it will be issued when the repair is complete. No rebate will be issued if you continue to make use of the garage either wholly or in part.

### **Alterations**

No structural alterations or additions and no installation of an energy supply, plant or machinery can be carried out.

### **Insurance**

You are responsible for insuring the contents of your garage. Our garages are not guaranteed to be 100% wind and weather tight therefore it is the tenants' responsibility to take out adequate insurance to cover the tenants' belongings that are brought into the garage premises.

We will not take responsibility for stolen or damaged items.

You must take full responsibility for any loss or damage caused to property or injury caused to persons or animals whilst the tenancy is held.

### **Moving House**

If you move house then the garage tenancy should be ended whether you are a tenant of SCH or an owner/occupier. If you wish to continue with your tenancy you must put this in writing before you move and we will consider your request.

If you move house and do not inform us we will not be able to contact you with important information. Therefore, we will terminate the tenancy and dispose of any items inside following reasonable attempts to gain contact with you.

### **Ending the Tenancy**

The tenancy can be ended at any time by you or SCH. At least one week's notice in writing is needed. The notice will take effect from the Monday after it is received. All rent and any other charges must be paid in full up until the date the tenancy is due to end.

You can return the keys to SCH at any point from when the notice is signed until 12 noon on the Monday following the last day of the notice period.

**The tenancy will not end until the keys are returned to SCH and you will continue to be charged until they are.**

We will not take responsibility for keys lost in the post. If returning keys by post we recommend you use recorded delivery.

The garage must be empty of any personal property and any rubbish and be in good order when the keys are returned.

We do not accept responsibility for any property left behind. We will dispose of any items left and you will be charged.

If at the end of the tenancy you owe rent or other charges and you have not made or kept to a satisfactory arrangement to clear the arrears, we may take legal action to recover the amount outstanding. You will not be allowed to rent another garage from us unless you pay all rent and other charges in full.

If the Tenant dies, the next of kin will be given up to 4 weeks to provide a copy of the death certificate and return the keys. The tenancy will then be ended on the following Monday after the date the keys are received. Where no keys are received a lock change will be arranged and the tenancy terminated.

If a joint tenant dies and the remaining tenant wishes to continue to rent the garage the remaining Tenant must put this in writing and provide the death certificate. Once we have these items we will arrange to amend the tenancy.

If you leave the garage in a condition that means the Council are unable to re-let it without incurring unreasonable expense, then you will be charged for the cost of the work.

### **Disposal of Personal Property**

You should remove all property and any rubbish on ending the tenancy.

As provided for under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 where the Council considers that the tenancy has come to an end, for example, following an eviction or abandonment, the Council may serve an appropriate Notice on the

Tenant giving the Tenant opportunity to collect their belongings. Once the Notice has expired the Council can dispose of the items.

### **Duties of the Council**

We will ensure that you are able to occupy the garage without interruption or interference from us for the duration of your tenancy, so long as you comply with the responsibilities of your tenancy agreement. On occasion we may need to contact you in order to carry out maintenance or repairs to the garage block.

We will repair the structure and exterior of the garage which includes the roof main walls, doors, floor, main timbers, gutters, paintwork, and locks.

In the event of serious damage, we will need to decide whether or not the garage should be repaired.

### **Breach of Conditions/Repossession**

We have the right to end the tenancy immediately, either by verbal or written notice, if any of the above conditions are breached. Where a notice is served the Tenant is liable for the payment of rent up to the date of the termination of the tenancy.

If you are served with a Notice to Quit then you should remove all of your belongings before the notice expires otherwise they will be dealt with in accordance with Section 41 of the Local Government (Miscellaneous Provisions) Act 1982, as per section 13 of this agreement.

### **Maximising use of our assets**

The garages SCH manage are assets which we need to make a social or financial return on. This means we will consider options such as disposal, demolition, development, or improvement. SCH may do this where:

- There is no demand
- The garages have been vacant for a long time
- The garages are beyond economical repair
- There are opportunities to change the use of the garages or site

### **Other uses of garages**

Garages that are empty may from time to time be used by SCH to store items or allow our contractors and partners to store items

### **Monitoring and review**

This policy will be reviewed every three years or sooner whenever there are changes to legislation, good practice, or other learning.

## Legislation

- Landlord and Tenant Act 1954 Part II
- Section 41 of the Local Government (Miscellaneous Provisions) Act 1982, as per section 13 of this agreement.
- Dangerous Substances and Explosive Atmospheres Regulations 2002
- Regulatory Reform (Fire Safety) Order 2005
- Equality Act 2010
- Data Protection Act 2018

## Reference to other documents and associated policies and procedures

Including:

- Abandoned Vehicles SLA
- ASB Strategy
- Asset Management Strategy
- Recharges Policy
- Rent Arrears Policy and Procedure
- Repairs Policy
- Tenancy Agreement

## Definitions

**The Council' or SMBC** – The landlord: Solihull Metropolitan Borough Council. Also referred to as **'we'** and **'us'**.

**'SCH'** – The managing agent: Solihull Community Housing. Also referred to as **'we'** and **'us'**.

**'The Tenant'** – The tenant(s) named on the agreement for the garage. Also referred to as **'you'**.

**'Garage'** – The address of the garage that is rented to the tenant.

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