



**CHESHIRE**  
PEAKS & PLAINS  
HOUSING TRUST

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# The Trust

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## Garages and Parking Policy

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Neighbourhood  
Management Team

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Final Version

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Effective Date: December  
2008

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Affected Teams: All

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## **1. PURPOSE**

- 1.1 To provide a clear, efficient and effective service in relation to the management of garage and parking facilities in accordance with this Policy and Cheshire Peaks & Plains Housing Trust's ("the Trust") tenancy agreements, ensuring wherever possible a flexible, responsive and user friendly service to customers.
- 1.2 To ensure that the best possible use is made of the parking provisions which the Trust has available for rent.
- 1.3 To keep 'on street' parking in the vicinity of The Trust's properties to a minimum wherever possible and, to this end, tenants and residents of the Trust will therefore be given priority for allocations.
- 1.4 The Trust will always seek to maximise revenue from its facilities and minimise losses as a result of voids.
- 1.5 The Trust will embark upon a programme of improved parking arrangements as part of the planned improvements to estates and communal areas over the first 10 years (where this can be accommodated within the business plan) in order to provide better quality services and value for money. As part of the programme the Trust has promised to improve existing parking by providing "off road" parking and roadside parking areas where practicable and where required and to provide some in-curtilage parking where possible.
- 1.6 To ensure all tenants of garage and parking facilities are aware of their responsibilities under their Tenancy Agreement and that they comply with those responsibilities.
- 1.7 To provide tenants and applicants with all the advice needed to ensure that they receive the benefits of the service.

## **2. SCOPE**

- 2.1 This Policy covers all the parking facilities the Trust has available on a rental basis, including:
  - garages
  - parking spaces
  - garage spaces (on which tenants erect their own garages)

2.2 Although it is relatively clear what constitutes a Trust "garage", the other parking provisions available are defined below for clarity:

- a) Garage Space - an area on a Trust garage or parking site, suitable for a tenant to erect their own garage.
- b) Parking Space - an area on a Trust garage or parking site which can be rented for exclusive use by the tenant, but for which there is no permission to erect a garage.

2.3 The Policy sets out the criteria for:

- allocations
- lettings
- rent collection
- charges
- terms and conditions

### **3. RESPONSIBILITIES**

3.1 The Board of Management, having formally adopted the Garage & Parking Policy for The Trust, accepts responsibility for its implementation and for monitoring its effectiveness.

3.2 Day to day responsibility lies with the Chief Executive and the Executive Team. The Director of Operations will be the nominated officer responsible for its effective implementation.

3.3 Management of duly authorised policies procedures/work instructions or amendments will be the responsibility of the Head of Housing, who will ensure that they are circulated to appropriate individuals and that they are kept updated with the current versions.

### **4. METHOD**

#### **4.1 Allocations**

4.1.1 Allocation of garages and other parking facilities will be made according to the following general rules on priority, in order of highest priority:

- the Trust's tenants,
- other residents (including the Trust's leaseholders) who live in the locality of the garage or parking facility,

- transfers between existing garage or parking facility tenants,
  - The Trust's tenants requesting an additional garage(s)
  - non-Trust tenants who live outside the locality of the garage or parking facility,
- 4.1.2 Within each of these priority groups, allocation will be made to those who have been registered on the waiting list the longest, i.e. a 'date order' system will be used.
- 4.1.3 Tenants of the Trust with a good payment record will receive priority over those whose payment history is poor.
- 4.1.4 Tenants of the Trust with any current or former tenancy arrears will not be considered for a garage tenancy until the full debt has been cleared.
- 4.1.5 Wherever a garage, provided by the Trust, is sited within the garden of a Trust property, the tenant of that property will become the tenant of the garage in accordance with the terms of the tenancy agreement.
- 4.1.6 The Trust will not allocate a parking facility to anyone it considers has misused such a facility, for example, where there is a suspicion of illegal activity.
- 4.1.7 The primary purpose of renting a garage is for the storage of a vehicle. Letting of garages for storage purposes will only be agreed where:
- There is no demand for garages for the storage of vehicles in a particular locality, and
  - The materials or goods to be stored in the garage do not conflict with the terms of use as set out in the tenancy agreement.
- 4.1.8 All new applicants will be given advice and guidance concerning their application, with particular regard to:
- the Trust's policy on letting of garages and parking facilities
  - the services and sites available
  - the requirements in respect of clear payment records
  - the terms and conditions under which tenancies are offered
  - how they will be notified of an offer

## 4.2 Lettings

- 4.2.1 All offers of tenancies will be made in writing (immediately) after the allocation is made and will include all relevant documentation relating to the tenancy.
- 4.2.2 Tenancies will commence at noon on Monday, following the keys becoming available.
- 4.2.3 New tenants will be given advice and guidance concerning their tenancy when they sign their tenancy agreement:
- with particular reference to the terms of the tenancy agreement
  - the contents of The Trust's policy in respect of garages and parking facilities
  - rent payment
  - any issues peculiar to the garage site in question
- 4.2.4 All tenants must provide the Trust with a 7 day written notice to terminate the tenancy of a garage or other parking facility, except in exceptional circumstances, e.g. death of a tenant, where relatives may manage the tenants affairs and less notice may be considered.
- 4.2.5 Where the Trust commences repossession action it shall provide a 7 days notice, in writing, to the tenant in question. The notice will be sent to the last address known to the Trust as the tenant's home, and the tenant will be considered to have received the Trust's letter, even if they have not actually done so. e.g. where the tenant has moved to a new address without telling the Trust.

### **4.3. Rent Collection**

- 4.3.1 The Trust will provide a variety of payment methods to garage and parking facility tenants in much the same way as it does to tenants of its other properties, e.g. direct debit, Allpay (the Trust's preferred methods of payment), standing order etc., ,
- 4.3.2 Rent arrears in respect of garages and parking facilities will not be acceptable and, if after initial warnings that rent due has not been paid and rent payments are not caught up, then 7 days Notice to Quit will be served without delay and possession taken, once the Notice to Quit expires.

### **4.4. Charges**

- 4.4.1 Charges will be subject to regular review to ensure the Trust is providing value for money. Generally, reviews will be annual in line

with those for other rents. However, in view of the poor condition of some of the garages, rents need to increase forthwith to reflect the repair obligations as listed in 4.5.3.

- 4.4.2 Should the Trust be able to programme improvements to garages and re-organise a garage or parking sites within a financial year, and as a result tenants are deemed to be provided with better facilities, then the Board of Management of the Trust will consider a further review of the rents charged.
- 4.4.3 In all cases tenants will be informed in writing at least 1 week before any rental changes take place.
- 4.4.4 Where a non-Trust tenant is allocated the use of car parking facilities, Value Added Tax will be charged at the prevailing rate, in addition to the basic weekly charge.

## 4.5 Terms and Conditions

- 4.5.1 The Terms and Conditions of the respective tenancies will be as attached at Appendix 1 & 2 to this Policy.

**APPENDIX 1**            Garage Conditions of Tenancy

**APPENDIX 2**            Parking/Garage Space Conditions of Tenancy

- 4.5.2 The Terms and Conditions may be subject to review from time to time, but will only be varied after consultation with tenants, and any changes agreed will be notified in writing to the tenants concerned.
- 4.5.3 Our repairing obligations:

The Trust is responsible for the majority of repairs to garages, including:

1. Keeping the structure in good repair and in proper working order, including drains, gutters and external pipes.
2. Decorating the exterior of the garage.
3. The Trust is not responsible for carrying out any works or repairs caused by mis-use of the Garage.

- 4.5.4 If the Trust needs to carry out works and recharge tenants under the Conditions of Tenancy, the cost will include administration charges and VAT for which the tenant will also be liable.

- 4.5.4 Anyone found to be in breach of their obligations under the Conditions of Tenancy will be advised in writing giving full details. Failure to correct such a breach forthwith will be viewed as sufficient for termination of the tenancy by service of a 7 day Notice to Quit.

## **5. MONITORING**

- 5.1 As with all its activities, it is expected that this service will be provided in a way which conforms to all of the Policies and Standing Orders of the Trust.
- 5.2 The Board of Management will have responsibility for monitoring progress and will undertake reviews to monitor:
- performance against targets
  - the effectiveness of procedures
- 5.3 The primary data used to test compliance with performance requirements will be:
- Rent collected as a percentage of rent receivable. (The definition of rent collected is the gross rent and service charges actually received in a given year as a proportion of what was receivable in that year) - target 98% or more.
  - Rent arrears as a percentage of rent receivable. (The definition of rent arrears used is gross rent arrears - including those of former tenants and those brought forward from previous years - as a proportion of the gross rent and service charge receivable in the year) - target 3% or less.
  - Rent losses arising from voids and bad debts but excluding rent losses from facilities not available for letting. (The definition of rent losses is the proportion of the total annual rent debt written off during that year because of rent lost on empty properties available for letting or because of bad debts) - target 2% or less of total rent receivable.
  - the proportion of facilities that are vacant but available for letting, including those needing minor repairs - target 1% or less of the total in management.

## **6. RELATED POLICIES & DOCUMENTS**

6.1 These are as follows:

- Estate and Tenancy Management Policy,
- Rent Arrears Recovery Policy,
- Rent Setting and Service Charge Policy,
- Tenant Selection, Allocation and Transfer Policy,
- Tenant Selection, Allocation and Transfer Procedure.

## **7. POLICY INFORMATION**

Policy Name:	Rent Collection & Arrears Management Policy
Status:	Replacing Rent Collection Policy & Rent Arrears Recovery Policy
Approved by:	Board
Drafted By:	Neighbourhood Manager
Date approved:	December 2007
Next Review Date:	December 2009