



PLYMOUTH COMMUNITY HOMES GARAGE AND PARKING SPACES POLICY

Version:	Final, March 2019
Lead Directorate:	Homes, Neighbourhoods and Regeneration
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Approved by:	Scheme approved by Board, September 2018

1. Purpose

This policy sets out Plymouth Community Homes' (PCH) approach to letting its portfolio of garages and parking spaces.

PCH lets its garages and parking spaces primarily for the benefit of PCH residential tenants. Where there are garages or parking spaces not required by PCH tenants, lettings may be made to other residents.

2. Scope and definitions

The policy applies to garages and parking spaces let independently of any other tenancy and for which a separate charge is levied.

The policy does not apply to other garages and parking spaces such as those within the curtilage of a property and registered as part of that residential tenancy, any managed by the Commercial Premises team as part of the commercial portfolio, communal car parks in sheltered schemes or other communal car parks subject to documented historic arrangements. PCH reserves the right to bring garages and parking spaces into the portfolio covered by this policy when they become vacant if appropriate.

For the purpose of this policy, the following definitions apply.

- **Garage and Parking Space** refer respectively to individual garages and parking spaces as set out above.
- **Local** is defined as within a half mile radius, i.e. a local licensee is one who lives within a half mile radius of their garage or parking space.
- **Licence** refers to a licence agreement for a garage or parking space.
- **Licensee** refers to the person(s) renting a garage or parking space.
- **Applicant** refers to a person on a waiting list for a garage or parking space.
- **PCH Tenant** refers to our social tenants and shared owners.

- **Private Resident** refers to anyone who is not a PCH Tenant within the above definition

3. Allocation

PCH operates a waiting list for each garage or parking space site.

The priorities applied when letting vacant garages and parking spaces are:

1	Local PCH tenants in need of a garage or parking space. Local is as defined above, i.e. living within half a mile radius of the garage or parking space.
2	Other PCH tenants in need of a garage or parking space.
3	Local private residents in need of parking garage or parking space. Local is as defined above, i.e. living within half a mile radius of the garage or parking space.
4	All other requests.

If an applicant's circumstances change while they are on the waiting list they will be re-prioritised once PCH has been notified.

There is no limit on how long an applicant may remain on the waiting list. PCH may periodically audit the list and contact all applicants to confirm that they wish to remain on the list. This helps to ensure that waiting lists remain current and reduces the period of time taken to offer garages and parking spaces. Any applicants who do not respond to contact will be removed from the waiting list.

Any UK resident aged 18 or over may rent a garage or parking space, so long as they:

- Are not in arrears for any charges due to PCH.
- Are not currently in breach of tenancy.
- Have not previously misused a PCH property, garage or parking space.
- Have not knowingly provided false information to PCH, e.g. in order to gain advantageous placement on waiting lists.

Where a person is in arrears to PCH, repayment of the arrears must take precedence over garage and parking space licensing.

Where an applicant is not offered a garage or parking space due to arrears they will remain on the waiting list and retain their position.

Where an offer is made, the applicant may view the garage (including the interior) or parking space before deciding on the offer. Where keys are required to do this, PCH will hold the applicant's ID as security.

PCH would not normally allow an individual to rent more than a total of two garages and parking spaces.

PCH garages and parking spaces are let on licence on a weekly basis. Licences are granted only in a single name and will not be permitted in joint names.

A deposit of £100 is taken when licensing a garage to ensure that the terms of the licence are followed. There is no deposit for parking spaces.

A deposit is applicable when transferring between garages. If a full deposit is already held, this will be transferred between licences. If the previous deposit was less than the current deposit, or no deposit has been paid previously, then the balance is due in order to transfer.

4. Charges

- PCH charges one rate for PCH tenants, and a higher rate for private residents.
- The rate charged for a garage or parking space applies no matter where in Plymouth the garage or parking space is located.
- The base charge for PCH social tenants for 2019/20 is £10 per week for a garage and £5.00 a week for a parking space. The base charge for private residents is £15 per week for a garage and £7.50 a week for a parking space. Charges will be reviewed each year and an increase will be applied to take effect from 1 April.

PCH must legally collect VAT where a garage or parking space is let to a private resident, or if the garage or parking space is more than the HMRC approved 'reasonable distance' from a PCH tenant's home. Currently this distance is half a mile from the PCH tenant's home address. VAT is payable in addition to the charges.

5. Licensee information

Licensees must provide PCH with accurate information and report relevant changes in circumstances. Where a licensee's circumstances change in a way that affects the charge payable, the amount payable will be updated so that the relevant charge is applied. For example, where a PCH tenant who rents a garage or parking space from PCH purchases their home, they will move from the tenant rate to the private resident rate.

PCH may periodically audit licensees' details to ensure that they are correct and that no unfair advantage is gained through misrepresentation. PCH may terminate the garage or parking space licence should we find that details have been falsified. PCH may also invoice a licensee for any charges underpaid through false information provided.

6. Conditions of use

- Garages and parking spaces are provided primarily for parking vehicles. However, PCH may give permission for a licensee to store other items and belongings at the licensee's request. Such storage will be solely at the licensee's risk and PCH will bear no liability. The licensee will be responsible for insuring any possessions stored in a garage.
- Parking spaces must not be used to park or store any vehicle or item which PCH deems to cause a hazard or nuisance.
- Parking spaces must not be used to park uninsured or untaxed motor vehicles (unless a Statutory Off Road Notification has been issued).

- Garages and parking spaces must not be used for commercial operations. For example, operating a business out of a garage is prohibited, although a business is permitted to license a garage for parking or storage.
- Garages and parking spaces must not be used to undertake major repairs to vehicles (minor repairs will be permitted).
- Garages and parking spaces must not be used for illegal or immoral activity.
- Garages must not be used to store dangerous, flammable or explosive materials (excluding fuel stored in a motor vehicle's fuel tank) or pressurised containers.
- Garages must not be used for inhabitation, either by humans or pets/animals.
- Garages must not be connected to utility supplies. For example, stringing an extension cord to a garage to provide electricity is not permitted.
- A licensee must not sublet their garage or parking space in any way whatsoever.
- Mutual exchanges of garages are not normally permitted.
- Licensees may not assign the licence of their garage or parking space to another individual.
- Licensees must not create excessive noise, nuisance, discomfort or annoyance to neighbours whilst using their garage or parking space.

It is the licensee's responsibility to ensure that their garage or parking space is secure. This may involve adding a padlock (and installing a hasp and staple if none is present) in order to secure the garage. Any locks which have been added must either be removed on termination, ensuring that the garage door is not damaged as a result, or the lock and keys surrendered. PCH provides no implied security with the lock which comes with the garage or parking space.

PCH will not be responsible for any inconvenience caused where access to a garage or parking space is not possible due to factors outside our influence (e.g. illegal parking). Reasonable efforts will be made to assist in resolving the obstruction.

7. Maintenance and alterations

PCH will keep the roof, door, main walls, main timbers and outside paintwork in reasonable repair. The licensee is responsible for repairing any broken glass or damage caused.

Where PCH undertakes a major repair on a garage, the charge may be waived for the period of the repair. Alternatively, we may offer the temporary use of a vacant garage in the locality, in which case the charge will still be due at the existing rate.

Licensees must not materially alter the structure of a garage, or alter the posts or chains of a parking space, with the exception of permissible security measures as set out above.

8. Termination

A week's notice is required for either PCH or the licensee to terminate the licence on a garage or parking space.

Where there are joint licensees (licences granted prior to this policy) we will accept a request to terminate the licence from either licensee.

Garages and parking must be left in the same good condition in which they were let. The garage or parking space should be left clean and clear of any rubbish or belongings and no graffiti or unreasonable damage should be left unrepaired. Any costs incurred by PCH to rectify the condition will be recharged to the licensee.

Deposits will be held until the garage has been inspected. Any recharges will initially be taken from the deposit. Should this be insufficient, an additional recharge will be raised and the debt pursued. Any remaining deposit will then be returned.

9. Equality and diversity

PCH will apply this policy consistently and fairly, and will not discriminate against anyone based on any relevant characteristics, including those set out in the Equalities Act 2010. PCH will make this policy available in other languages and formats on request.

We will carry out an equality impact assessment on this policy, in line with our corporate procedure.

10. Monitoring and review

We will monitor this policy to ensure it meets good practice and current legislation and will review it in accordance with our review timetable for all policies.