



Garage Policy

Issued by Regeneration & Housing

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Garage Policy Quality Record

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1. Policy statement

- 1.1 Nuneaton and Bedworth Borough Council (NBBC) aims to provide affordable garages to rent for tenants and other residents living in the Borough.
- 1.2 NBBC is committed to ensuring that garages are allocated fairly and efficiently and will be allocated on a waiting list basis.
- 1.3 Garages can be used to store a vehicle only.
- 1.4 Rent for the garage is payable weekly in advance and is non-rebatable through housing benefit or universal credit.

2. Purpose

- 2.1 The overall aim of this Policy is to ensure that garages owned by NBBC are allocated fairly and efficiently in order to maximise income.
- 2.2 To operate a garage allocations system that offers informed choice for those who are eligible to join the waiting list.
- 2.3 To ensure that every application is dealt with fairly and consistently irrespective of a person's disability, gender, sexual orientation, religion, belief or age.
- 2.4 To operate a garage lettings system that is simple, easy to understand, transparent, and fair.
- 2.5 To assist those customers who are vulnerable in accessing the scheme.
- 2.6 To minimise void loss.
- 2.7 To minimise disrepair that could arise from neglect, vandalism and misuse.

3. Responsibilities

- 3.1 The Head of Housing & Responsive Repairs retains the overall responsibility for the implementation of this Policy
- 3.2 The Tenancy Services Manager, Tenancy Services Team Leader are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

4. Eligibility

- 4.1 NBBC operate a garage register, subject to eligibility, which means that anyone aged 18 years and over can apply.
- 4.2 Tenants of the Council will not be eligible to apply or retain a garage licence if they have outstanding debts with NBBC that are legally recoverable.
- 4.3 Applications will not be accepted from persons residing outside the Borough of Nuneaton and Bedworth.

5. How to apply

- 5.1 Applications for a garage should be made using the standardised garage application form which can be obtained from the Town Hall or by contacting Customer Services.
- 5.2 Applications can also be made online through NBBCs website.
- 5.3 Applications will not be accepted by commercial/business applicants.
- 5.4 Applicants must provide the following documentation to support their application:
 - Proof of National Insurance Number
 - Proof of address, ie, utility bill dated within last 3 months or Council Tax Bill
 - Valid photographic identification, ie, driving licence/passport
 - Car ownership V5 document/SORN
 - Valid Car Insurance Policy
- 5.5 Identification will be verified and retained by NBBC in order to detect and prevent fraud.
- 5.6 Applicants with a disability must produce their disabled persons blue badge permit.
- 5.7 Priority in the allocation of garages will be given to current tenants of NBBC.

6. Use of Garage

- 6.1 A garage must only be used for the storage of a motor vehicle. A motor vehicle can include a car, motorised/ mobility scooter, motorbike, off road bikes and trailers.
- 6.2 The vehicle must be owned by the person/s living at the applicants address or where the applicant is disabled, their nominated driver.
- 6.3 The applicant is not permitted to assign, sub-let the garage.
- 6.4 The applicant is not permitted to operate a business of any kind or use the garage as a workshop.
- 6.5 Garages must not be used for any criminal, immoral, or illegal purpose, including selling or using illegal drugs, or storing or handling stolen goods.
- 6.6 The applicant will not undertake repairs, maintenance or servicing nor should they fix or use any gas engine or other power driving machinery in the garage.
- 6.7 The applicant will not keep any explosive, flammable or combustible materials such as petrol, diesel or any other inflammatory oils or substances in the garage.
- 6.8 NBBC will not be held liable in respect of loss or damage to any property brought onto any garage premises or for personal injury caused to users or visitors to the garage.
- 6.9 Full terms and conditions are contained within the garage licence agreement.

7. Allocation

- 7.1 Garages are allocated to applicants on the garage waiting list in order of priority and date of application.
- 7.2 Priority on medical grounds will only be given in exceptional circumstances if you are a registered disabled applicant.

8. Signing for a garage

- 8.1 Once an applicant chooses to accept a garage they must sign a garage Licence Agreement which highlights the terms and conditions under which the Licence will be held.
- 8.2 When signing the garage licence agreement, the applicant will be required to pay at least one weeks rent in advance. Applicants can pay their rent by Direct Debit, Standing Order, Post Office, Online, and at Pay Zone outlets or via telephone.
- 8.3 Payments by Direct Debit or Standing Order must be paid monthly in advance.
- 8.4 If a tenant at any point through the Licence loses keys to the garage, then NBBC will arrange for a lock change and the cost of this will be recharged to the Licensee. The charge will be added to the rent account.
- 8.5 Two keys will be allocated to the Licensee when they sign for the garage. Both keys must be returned on the termination of the garage Licence. If two keys are not returned then the Licensee will be recharged for the cost of a lock change.

9. Rent

- 9.1 The Licence fee will vary depending on whether the applicant is a current tenant of NBBC. Non-Council tenants will pay a commercial fee, which is subject to VAT, whereas Council tenants are not obliged to pay VAT.
- 9.2 NBBC has the right to change the fee at any time but generally charges are reviewed once a year.
- 9.3 NBBC will pursue arrears recovery and this may involve repossession of the garage and termination of the Licence Agreement, if the Licensee falls into arrears.

10. Terminating the Garage Licence

- 10.1 If a Licensee wishes to end their garage agreement they must do so by giving NBBC 7 day's written notice or by completing a garage termination form. All tenancies will end on a Sunday and keys must be handed into the Town Hall by 12pm midday on the following Monday.
- 10.2 The garage must be left in a clean and tidy condition with all rubbish removed. Failure to clear the garage of personal belongings or rubbish will result in the Licensee being recharged for the costs.
- 10.3 Where the Licensee fails to return the keys by 12 midday on the Monday following the termination date then a further weeks rent will be charged to the Licensee's account. NBBC will then reserve the right to undertake a lock change if the keys are not received at the end of the termination period.

- 10.4 In the event of the Licensee's death, their Next of Kin (if known) will be given a reasonable timeframe to return the keys. The weekly charge will be payable until the keys are received. The next of Kin will also be asked to supply a copy of the death certificate and a termination form. There are no succession rights permitted within garage licence agreement.
- 10.5 If any of the garage Licence condition are not adhered to, then NBBC may serve the Licensee with a Notice to Quit and take possession of the garage. No Court Order is required and any subsequent re-charges or associated costs will be recharged.

11. Related Documents

- Garage Licence Agreement
- Corporate Debt Policy

12. Review Date

- 12.1 This Policy will be reviewed every 3 years