

## GARAGE LETTINGS POLICY

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### Policy Statement & Purpose

The purpose of this Garage Policy is to set out how Bromford allocate garages which are owned by Bromford Group.

The policy aims to:

- Provide a fair, transparent and consistent approach for the allocation of garages
- Ensure that there is a clear process of letting garages
- Maximise rental income from garages
- Facilitate the effective and efficient use and maintenance of Bromford garages

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### Scope

Bromford has garage stock over an extensive geography in the midlands and southwest.

This policy applies to the application and allocation of letting garages in Bromford.

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### Reference Documents

- Garage Knowledge Based Articles (KBA)
- Rent and Service Charge Setting Policy
- Disposal of Goods 'How To'
- Garage Licence Agreement

### Legislative and Regulatory Requirements

The policy has been developed with regard to following legislative and regulatory frameworks:

- Equality Act 2010
- General Data Protection Regulation and Data Protection Act 2018
- Landlord and Tenant Act 1954 Part II
- Control of Substances Hazardous to Health Regulations 1999
- Torts (Interference with Goods) Act 1977
- VAT Act 1994
- Financial Services Authority Guidance Documents

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### Eligibility

Anyone over the age of 18 can apply to rent a garage. If you are a Bromford customer, you are eligible to rent a garage if:

- You have a clear rent account and no outstanding debt with us.
  - You are adhering to your tenancy/lease conditions and have no breach of agreement within the last 12 months
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- You have no history of breaching licence conditions in relation to renting a garage previously
  - You have no history of causing a nuisance within the neighbourhood, the vicinity of the garage, or any other neighbourhood.

## **Advertising Garages**

Garages will be marketed in a number of ways:

- Bromford website
- Within the Local community for example flyers, newspaper, shop windows
- Customer newsletters
- Social media platforms
- Through local partnership relationships
- Other external sources as required

## **Allocation of Garages**

Preference will be given to existing Bromford customers who do not currently rent a garage with Bromford.

Allocations will then be made on a first come first serve basis from eligible applicants.

Where we have high demand for a particular garage scheme, the Garage Co-Ordinator will manage a waiting list where expressions of interest will be recorded, and priority will be given to existing Bromford customers and then based on date of registration.

## **Use of garage**

Garages are designed for the storage of a vehicle. Vehicles must be taxed or have a valid Statutory Off-Road Notification (SORN).

You are not allowed to sub-let your garage.

## **Storage of non-vehicle items**

You may use your garage to store items other than a vehicle, other than those falling within the list below, but you do so at your own risk, accepting any damage caused by damp or water for example.

You can use your garage to store vehicles and other minor items as approved within this policy.

You must use your garage in compliance with your Garage Licence Agreement.

You must not store any dangerous or illegal substances in the garage including, but not limited to:

- Petrol or other fuel
- Corrosives
- Portable gas cylinders
- Oil or any other flammable substances, other than such is inside the tank and engine of the vehicle

You must not use the garage for any purpose which constitutes 'business' within the meaning of the Landlord and Tenant Act 1954 Part II

You are responsible for ensuring the garage is kept secure at all times when not being accessed.

## **Rent**

Rent is charged monthly and is payable each month in advance. You will be required to make payment by Direct Debit and to pay 1 month on the day of sign up.

All customers will be charged 20% VAT in addition to the rent, unless they are a Bromford tenant.

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## Repairs

You must inform us of any repairs straight away. If you cause any damage to the garage or lose the garage keys, Bromford will recharge the cost of repairs or replacement from you. Bromford is responsible for maintaining the structure of the garage for example, roof and walls.

## Insurance

Bromford will insure the structure of the garage against loss or damage. Anything in your garage is stored at your own risk. You should have insurance to cover the cost of any damage or loss to a vehicle or any other property stored in the garage. You are responsible for reporting any damage to the structure of the garage immediately. Bromford will not be liable for any damage or loss to a vehicle or any other property due to disrepair in the structure of the garage unless reported to us.

## Nuisance

You will not cause a nuisance. This includes, but is not limited to:

- Creating parking obstructions to other residents or their vehicles within the vicinity
- Blocking the garage of another customer
- Damaging the property of another resident
- Damaging property owned by Bromford
- Any other anti-social behaviour
- Keep the garage and surrounding area clear of rubbish and waste

## Termination

You will be supplied with details of your agreement obligations. If these conditions are breached, Bromford will serve one month's notice to quit.

Tenancies can be ended by either party by giving one month notice in writing and returning the garage keys. If keys are returned without notice, we will take 4 weeks' notice from the date the keys are received.

If notice to quit is served for any breach of the agreement, Bromford will change the locks at end of notice period and arrange for the clearance of any items remaining in the garage in line with our Disposal of Goods Procedure. Wherever possible, any disposal of goods will be with the customer's agreement. If Bromford has to change lock and dispose of any items remaining in the garage, a recharge will be made for this.

## Demolition and redevelopment

Where there is individual or blocks of garages that are in a state of dilapidation and there is limited demand, Bromford will consider demolition of garages. Demolition will also be considered to entire blocks requiring extensive and costly repairs when the majority are void and any existing customers may be offered the option to relocate to another garage nearby.

## Refusal and Appeal

If we refuse to offer you a garage we will notify you of the reasons, these could be due to outstanding debt or other tenancy breaches for example.

You can appeal against our decision if you feel we have not considered all the relevant information or that we have made our decision unfairly.

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Appeals will need to be made in writing and will be reviewed by an independent manager who was not involved in the original decision. The applicant will be notified of the outcome of the appeal within 15 working days or a mutually agreed timescale.

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### Responsibilities

The **Director of Income and Lettings** has overall responsibility for this policy including responsibility for the preparation of this policy, oversight of its implementation, and maintenance of supporting risk management and internal control systems and processes.

**Head of Lettings and Lettings Team Leaders** are responsible for the day-to-day operation of the policy and ensuring it is adhered to.

**All colleagues** are responsible for acting in line with the principles of this policy and associated methodology, tools, and systems.

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### Assurance Framework

Bromford has adopted the 'three lines of assurance' model. It is built upon Bromford's strong control culture and organisational delegation of responsibility. It is the responsibility of managerial and supervisory colleagues within business units who use the policy to ensure that the policy is communicated and effectively implemented, and to ensure colleagues are aware of their responsibilities. Adhering to policy and underpinning procedures ensures we continue to operate within our overall risk appetite as a business.

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### Document Details

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