

| <b>KNOWES HOUSING ASSOCIATION LTD</b>         |                          |
|---|--------------------------|
| <b>Policy Name</b>                            | Garage Sites             |
| <b>Policy Category</b>                        | Housing Management       |
| <b>Policy Number</b>                          | HM23                     |
| <b>Date to Housing Services Sub-Committee</b> | January 2021<br>(signed) |
| <b>Previous Review</b>                        | January 2018             |
| <b>Next Review Date</b>                       | January 2024             |
| <b>Consultation</b>                           | Internal                 |

## **1. BACKGROUND**

- 1.1 Knowes Housing Association has rented areas of ground on which to erect garages since their inception in 1998, as this practice was continued from Scottish Homes. In the Faifley area there are 2 areas where such ground rents take place and these are at Abbeylands Road and Watchmeal Crescent. There are only 18 sites currently being rented with potentially a few spaces for additional garages.
- 1.2 The difficulty with the Associations involvement in this area of work is two-fold – firstly, it is commonplace for the garage site owners to simply transfer the garage to a friend or other person, without informing the Association. The Association will continue to invoice the original “tenant”, if we are unaware someone else is using and paying for the garage site. While this in itself may not be a major issue, this can become an issue if there is an incident associated with the garage, and it is only right that the Association are aware of who is renting ground from them. Secondly, another issue which has had to be tackled by the Association is people abandoning structures on land which have to be removed by the Association, at a cost to the Association, which can be several hundreds of pounds.

## **2. AIMS & OBJECTIVES**

- 2.1 This policy has been designed to ensure the efficient and equitable Leasing of land by Knowes Housing Association, for the purpose of building, using and/or maintaining a garage.
- 2.2 This policy refers to the appropriate Lease agreement which governs the contract between the Association and anyone renting land for this purpose. A sample Lease agreement is at Appendix 1.

## **3. LEGAL AND REGULATORY FRAMEWORK**

- 3.1 This policy complies with the relevant statutory and regulatory requirements. The following legislation is relevant to this policy.
  - The Housing (Scotland) Act 2001, Section 63/Schedule 7, deals with the regulation of Registered Social Landlords, including the granting of a lease to committee members, employees, former employees and committee or board members within the previous 12 months and close relatives of these groups.

The Housing (Scotland) Act 2010 does not prohibit or restrict payments and benefits to governing body members and employees. It is now for each RSL to decide how it manages payments benefits to its staff.

The SHR's advice note on "Payments and Benefits" states that "Governing body members and staff declare and manage openly any conflicts of interest and ensure they do not benefit improperly from their position". The Association will continue to act with the same principals of Schedule 7.

- General Data Protection Act 2018
- Equality Act 2010

## **4. RISK MANAGEMENT**

- 4.1 By having a written detailed policy to deal with garage sites the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice and internal policy.
- 4.2 The risk of not having this Policy in place is an absence of the above, poor record keeping regarding leasing information and a poor reputation.

## 5. APPLYING FOR AND ALLOCATING A GARAGE SITE

- 5.1 Knowes Housing Association has a number of garage sites in Watchmeal Crescent and Abbeylands Road and are available to let to Faifley residents aged 16 or over. Each applicant must apply to Knowes Housing Association on the standard application form and when allocated a garage site the Association will ask for proof of identification and address.
- 5.2 Knowes Housing Association shall maintain a waiting list for garage sites and this will be prioritised by date of application only.
- 5.3 When an applicant is offered a garage site and is ready to accept this offer, a Lease agreement will be signed, a copy of which is at Appendix 1. The rent is invoiced annually, and rent should be paid up to 14<sup>th</sup> May of any given year and in advance. New leaseholders will be required to pay a refundable deposit of £300 at the point of taking on the let. Leaseholders are required to pay this as a one-off payment on the date the lease is signed. This will be refundable on the basis that the structure is removed at the end of the Lease agreement period and vacant possession is returned to the Association. Should the Association have to pay any costs to remove the structure then this sum will be utilised for this purpose and should the costs exceed this amount then the outgoing person will be recharged accordingly.

## 6. LEASE AGREEMENT AND CONDITIONS OF USE

- 6.1 Applicants who are allocated a garage site shall sign a Knowes garage site Lease agreement. The Conditions of Use are specifically outlined in this document.

## 7. RENTS

- 7.1 Leaseholders shall pay rent annually in advance for the garage site.
- 7.2 Knowes Housing Association uses the following criteria for determining the rents payable by each tenant –
- Knowes Housing Association tenants pay the annual rent but not VAT; and
  - Non – tenants pay the annual rent plus VAT.
- 7.3 The table below shows the typical rental charges for Knowes garage sites as at 2020/2021

|                 | <b><i>Knowes Tenants</i></b> | <b><i>Non – Knowes Tenants</i></b> |
|-----------------|------------------------------|------------------------------------|
| Annual Rent     | £45.90                       | £45.90                             |
| VAT @ 20%       | £0.00                        | £9.18                              |
| Total per annum | £45.90                       | £55.08                             |

- 7.4 Knowes Housing Association will increase the rents for garage sites annually in line with their standard rent increases and leaseholders will be notified in advance.

## **8. ARREARS**

- 8.1 Knowes Housing Association shall manage their garage site accounts effectively and seek to prevent or minimise arrears on leaseholders' accounts.
- 8.2 Where arrears accrue on an account, the Finance Officer will issue letters to the leaseholder pursuing payment, and if payment is not forthcoming, debt collection action will be considered as per the Lease agreement.

## **9. ABANDONMENT**

- 9.1 The Association will endeavour to contact leaseholders who have failed to give 28 days' notice or otherwise who have appeared to have abandoned their garage, to encourage them to either pay outstanding rent or submit a termination notice.
- 9.2 If the Association is unable to contact the leaseholder and is satisfied the tenant has abandoned the garage, the Association shall take legal advice and action to repossess the garage. All letters/notices will go to the address held for the Leaseholder.

## **10. DEATH OF A LEASEHOLDER**

- 10.1 Succession rights do not apply to garages. Where a tenant who rents a garage site dies, the estate should deal appropriately with the removal/return of the garage to the Association for re-letting. However where there is a joint tenancy, the surviving tenant will be allowed to continue to rent the garage if they wish, if not the Lease shall end.

## **11. APPEALS**

- 11.1 Any Leaseholder who feels aggrieved by their treatment under this Policy can ask for a copy of the Association's Complaints Policy which is available at the Associations office. You also have a right to complain to the Public Services Ombudsman. The Complaints Policy details the way in which you can complain and the timescales for responding.

## **12. POLICY REPORTING**

- 12.1 Garage site arrears, along with other rent arrears are reported on a monthly basis to the Housing Sub Committee, and details of the year end performance is included in the Annual Rent Management Report.

### **13. EQUALITIES COMMITMENT**

- 13.1 Knowes Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 13.2 Knowes' seek to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

## Appendix 1



### GARAGE SITE LEASE AGREEMENT

This Agreement is a Lease Agreement between us, **Knowes Housing Association** Limited, registered under the Industrial and Provident Societies Act 1965 and recognised as a Scottish Charity (Scottish Index No. SCO27466) and having our Registered Office at Ten Field Road, Faifley, Clydebank G81 5BX, and you, **the Leaseholder**

**Name:** x

**Address:** x

1. I/We agree to lease the garage site described below to you on the terms and conditions in this Agreement.
  
2. The full address and description of the garage site is  
  
x  
  
and this does not include any fixtures or fittings situated therein.
  
2. The lease will start on **xx** (the entry date) regardless of the date or dates on which this Agreement is signed. This Agreement will continue from the entry date and ground rent is charged in advance annually in May of each year. The Lease will be terminated in one of the ways specified in Clause 8 of this Agreement.
  
4. 4.1 The current annual rent is £xx payable in advance in May of each year.

- 4.2 We are entitled to review the amount of rent annually provided that we give you at least twenty eight days written notice.
5.
  - 5.1 You must not use the garage site or allow it to be used for business or commercial purposes
  - 5.2 You must not store dangerous or flammable substances in the garage site or allow the garage site to be used for any illegal or immoral purposes.
  - 5.3 You and your visitors must not do anything which obstructs or inconveniences anyone using any common access to the block within which the garage site is situated.
  - 5.4 You and your visitors must not do anything or permit anything to be done in the garage site or its vicinity which, in our opinion, acting reasonably, causes a nuisance to other persons.
6. 6.1 It is your responsibility to ensure that any garage erected on the garage site is wind and watertight and structurally stable. You must take reasonable care of the garage site, which responsibility includes minor repairs and maintenance and keeping the garage site in a reasonable state of cleanliness.
7. You may not enter any agreement relative to the sub-letting or assignation of this lease agreement.
8. 8.1 This Agreement may be terminated in any one of the following ways:
  - (a) by you giving us twenty eight days written notice
  - (b) by you ceasing to use the garage site without reasonable cause or explanation for a period resulting in the Association invoking abandonment procedures and repossessing the garage site
  - (c) by you failing to pay the rent or breaching some other condition of this Agreement
  - (d) by written agreement between you and us.
- 8.2 Where we are seeking to terminate the lease in accordance with the provisions of Clause 8.1(c) above we will serve a notice on you intimating the failure or breach and giving you twenty eight days in which to remedy the failure or breach. Only if that failure or breach has not been remedied within that twenty eight day period will we be entitled to terminate the lease.

8.3 Before leaving the garage site you must comply with and implement the following obligations:

- (a) you must remove any garage site structure and any property of belongings.
- (b) you must if we so insist remove any fixtures or fittings which have been installed without permission and restore and reinstate the garage site to its previous condition.
- (c) you must carry out all repair and maintenance work which you are obligated to perform in terms of this Agreement.
- (d) you must ensure that the garage site is left in a reasonably clean and tidy condition
- (e) you must ensure that the rent is paid in full to the date of termination.



SIGNED FOR LANDLORD.....

NAME:

WITNESS NAME:

WITNESS SIGNATURE .....

WITNESS ADDRESS: 10 Field Road, Faifley, Clydebank G81 5BX

DATE:

SIGNED BY LEASEHOLDER/JOINT LEASEHOLDER .....

WITNESS NAME:

WITNESS SIGNATURE .....

WITNESS ADDRESS: 10 Field Road, Faifley, Clydebank G81 5BX

DATE:

SIGNED BY LEASEHOLDER/JOINT LEASEHOLDER .....

WITNESS NAME:

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DATE: