



# Garage, Garage Ground Rent Plots (GGRP) and Parking Space Policy 2023

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## 1 Introduction

- 1.1 This policy sets out Mid Devon Housing's (MDH) approach to letting garages, garage ground rent plots (GGRP) and parking spaces owned by Mid Devon District Council.
- 1.2 This policy applies to garages, garage ground rent plots (GGRP) and parking spaces where MDH grant a tenancy and charge for their use.
- 1.3 This policy does not apply to other garages or parking spaces that are let as part of a tenancy to MDH Dwelling-tenants.
- 1.4 This policy does not apply to the parking permit scheme run by Mid Devon District Council.

## 2 Definitions

- 2.1 For the purpose of this policy, the following definitions apply:
  - **Garage Ground Rent Plots (GGRP)** are plots of land purposely let for parking a vehicle. They are let as hard standing and are suitable for erecting a prefabricated garage by the tenant, if wanted, subject to the necessary approvals
  - **Local** means within a half mile radius, for example, a tenant is local to a garage when he lives within a half mile radius of the garage
  - **Tenancy** refers to a tenancy agreement for a garage, GGRP or parking space
  - **Tenant** refers to the person renting a garage, GGRP or parking space
  - **MDH Dwelling- tenant** refers to social housing tenants of MDH
  - **Applicant** refers to a person on the MDH's waiting list for a garage, GGRP or parking space or who applies to be on the waiting list
  - **Leaseholder** refers to an owner of a leasehold property where MDH own the freehold
  - **Private Resident** refers to anyone who is a private individual and who is not a MDH Dwelling –tenant or Leaseholder within the above definitions
  - **Registered Charity** refers to an organisation which is registered with the Charity Commission

- **Not for Profit Organisation** refers to Town and Parish Councils

2.2 MDH reserves the right to freely dispose of Garage and Parking Spaces and, GGRPs at any time in support of MDH’s ongoing asset management strategy when they become vacant.

### 3 Legal Framework and Context

3.1 The Social Housing (Regulation) Act applies to Social Housing Providers and are aimed at Social Housing tenants.

3.2 The Garage, GGRP and Parking Spaces Policy does not refer to Social Housing or form part of the regulatory framework reforms and standards and therefore is not part of the new consumer regulation regime. There are no statutory Tenant Satisfaction Measures applicable to the Policy.

3.3 VAT applied is in compliance with guidance as per VAT Government and Public Bodies VATGPB8350 - Other local authority activities: housing and community projects: property improvement grants.

### 4 Policy Aims and Objectives

#### Aims

4.1 This policy sets out Mid Devon Housing’s (MDH) approach to letting garages, garage ground rent plots (GGRP) and parking spaces owned by Mid Devon Housing.

#### Objectives

4.2 The policy explains the processes for the allocation of garages, garage ground rent plots and parking spaces owned by MDH and the tenant’s responsibilities when taking on a tenancy.

### 5 Who can apply for a garage, GGRP or parking space?

5.1 Any resident living in the Mid Devon District, aged 18 or over may apply to MDH to rent a garage, GGRP or parking space, as long as:

- They do not already rent a garage, GGRP or parking space with MDH (MDH do not allow anyone to rent more than one garage, GGRP or parking space at any one time)
- Have not previously misused a MDH property, garage, GGRP or parking space or
- Have not knowingly provided false information to MDH in order to gain an advantageous placement on the waiting list

- Have not previously been evicted from a MDH property

5.2 Allocation of garages, GGRP and parking spaces is dealt with at section 6 of the policy but this subject to MDH’s absolute discretion to refuse to allow allocation. The following individual circumstances will be considered and as well as any other factors MDH consider relevant:

- Antisocial Behaviour
- Is or has been found to have made unauthorised alterations or caused damage to a MDH Dwelling
- Is currently or has been previously been in arrears with MDH for a Dwelling Tenancy

5.3 If MDH refuse an application to be placed onto the waiting list, the applicant will be informed of the reasons for this in writing and his/her right to an appeal against the decision. The appeal will be dealt with internally.

5.4 If MDH refuse an allocation to applicant, who is on the waiting list, the applicant will be informed of this and his/her right to appeal against the decision. The appeal will be dealt with internally.

5.5 Registered charitable organisations and not for profit organisations are charged rent at the same rate as MDH Dwelling -tenants once proof of their charity registration (if applicable) has been provided to MDH but they are liable for VAT.

## 6 Allocation

6.1 MDH hold a waiting list for garages, GGRP and parking spaces.

6.2 Applications are prioritised as follows when allocating garages, GGRP or parking spaces (length of time on waiting list and type of offer made are also a consideration):

1.	Local MDH Dwelling-tenants, Leaseholders, in need of a garage, GGRP or parking space – who live in the street or an adjoining street where the garage GGRP or parking space is situated (greater priority may be given to Blue Badge Holders in this category)
2.	Non MDH Dwelling tenants or Leaseholders in need of a garage, GGRP or parking space – who live in the street or an adjoining street where the garage GGRP or parking space is situated (greater priority may be given to Blue Badge Holders in this category)
3.	Other MDH Dwelling-tenants or Leaseholders in need of a garage, GGRP or parking space. Blue Badge Holders
4.	Non MDH Dwelling-tenants or Leaseholders ,registered charities or other organisations in need of a garage, GGRP or parking space

5.	All other requests
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- 6.3 If an applicant’s circumstances change while on the waiting list, they will be re-assessed and notified once their priority has been established.
- 6.4 There is no limit on how long an applicant can remain on the waiting list. MDH may periodically audit the list and contact applicants to confirm that they wish to remain on the list. This ensures that the waiting list remains up to date and reduces the time taken to offer garages, GGRP and parking spaces. Applicants who do not respond, will be removed from the list.
- 6.5 MDH garages and parking spaces are let on a tenancy agreement, on a weekly basis.
- 6.6 MDH GGRP are let on a tenancy agreement on an annual basis.
- 6.7 Tenancies are granted in sole names only.

## 7 Charges

- 7.1 Charges are reviewed and set annually. Any GGRP increase will be applied to take effect from 1st April. Parking spaces and garage increases will be applied from the first Monday in April.
- 7.2 The rent charges applicable will be collected on the following basis:
- Garages – weekly in advance
  - GGRP – annually in advance
  - Car Parking Space – weekly in advance
- 7.3 MDH will give 7 days’ notice to tenants renting a garage or Car Parking Space of any increase in their weekly charge.
- 7.4 MDH will give a months’ notice to tenants renting a GGRP of any increase in their annual rental charge.
- 7.5 MDH charges one rate for MDH Dwelling-tenants and a higher rate for Non MDH Dwelling-tenants.

- 7.6 Garage, GGRP and parking space arrears will be dealt with in accordance to MDH Income Management Policy.
- 7.7 Registered charitable organisations and not for profit organisations are charged rent at the same discounted rate as MDH Dwelling tenants once proof of their charity registration (if applicable) has been provided to MDH.

## 8 VAT

8.1 MDH Dwelling-tenants do not have to pay Value Added Tax (VAT) on a garage, GGRP or parking space if:

- The garage, GGRP or parking space is within a ½ mile radius of their home.

8.2 MDH Dwelling-tenants will have to pay Value Added Tax (VAT) on a garage, GGRP or parking space if:

- The garage, GGRP or parking space is not within a ½ mile radius of their home.

8.3 Non MDH Dwelling-tenants, registered charities and not for profit organisations will be charged VAT on a garage, GGRP or parking spaces regardless of how far it is from their registered address

8.4 The following table shows how VAT will be applied:

<b>Block Garage (A garage often situated in a block which is owned and maintained by MDH)</b>	VAT Applied at 20%	Exempt from VAT	Description
Current MDH Dwelling -tenant that lives within 1/2 mile from the block garage	No	Yes	Non Business (outside the scope of VAT)
Current MDH Dwelling -tenant that lives beyond 1/2 mile from the block garage	Yes	No	Standard Rated
Current MDH Leaseholder (Lease originally purchased as a result of RTB Sale) who lives within 1/2 mile of block garage	No	Yes	Non Business (outside the scope of VAT)
Current MDH Leaseholder (Lease originally purchased as a result of RTB Sale) that lives beyond 1/2 mile from garage	Yes	No	Standard Rated
Non MDH Dwelling-tenant, registered charity or not for profit organisations	Yes	No	Standard Rated
<b>Garage Ground Rent Plot (A piece of land rented by Tenant who is allowed to erect a garage on the site which is maintained by them)</b>			

Current MDH Dwelling-tenant that lives within 1/2 mile from the garage ground rent plot	No	Yes	Non Business (outside the scope of VAT)
Current MDH Dwelling tenant that lives beyond 1/2 mile from the garage ground rent plot	Yes	No	Standard Rated
Current MDH Leaseholder (Lease originally purchased as a result of RTB Sale) who lives within 1/2 mile of garage ground rent plot	No	Yes	Non Business (outside the scope of VAT)
Current MDH Leaseholder (Lease originally purchased as a result of RTB Sale) that lives beyond 1/2 mile from garage ground rent plot	Yes	No	Standard Rated
Non MDH Dwelling tenant, registered charity or not for profit organisations	Yes	No	Standard Rated
<b>Car Parking Space (A piece of land where the tenant can park a car, it may or may not have a post and padlock)</b>			
Current MDH Dwelling -tenant that lives within 1/2 mile from the car parking space	No	Yes	Non Business (outside the scope of VAT)
Current MDH Dwelling-tenant that lives beyond 1/2 mile from the car parking space	Yes	No	Standard Rated
Current MDH Leaseholder (Lease originally purchased as a result of RTB Sale) who lives within 1/2 mile of car parking space	No	Yes	Non Business (outside the scope of VAT)
Current MDH Leaseholder (Lease originally purchased as a result of RTB Sale) that lives beyond 1/2 mile of car parking space	Yes	No	Standard Rated
Non MDH Dwelling-tenant, registered charity or not for profit organisations	Yes	No	Standard Rated
Note:			
All block garages, garage ground rent plots and car parking spaces are let on a separate tenancy agreement			

8.5 In order to establish the ½ mile distance MDH will use the postcode of the users registered address and the postcode of the garage, GGRP or parking space to establish the direct distance between them.

8.6 This is in line with HM Revenue and Customs (HMRC) rules:  
<https://www.gov.uk/guidance/vat-on-land-and-property-notice-742>

## 9 Responsibilities

9.1 Tenants must pay the rent weekly, fortnightly, monthly or annually in advance (dependant on which tenancy applies).



- 9.2 Tenants must use the garage, GGRP or parking space in line with the terms of the tenancy agreement.
- 9.3 If a tenant loses garage keys or parking space keys, they must report this and pay for a replacement set.
- 9.4 Parking in front of the garage, GGRP or parking space is prohibited and the tenancy will be at risk if tenants allow a vehicle to park in front of the plot.
- 9.5 Tenants must only use the garage, GGRP or parking space agreed in their tenancy. It is prohibited for tenants to park vehicles on any land adjoining the garage, GGRP or parking space or any neighbouring plots which do not form part of their tenancy.
- 9.6 No one must park any vehicle which is untaxed, un-roadworthy or not insured (unless tenant can prove the vehicle is exempt) at any MDH-owned land or property, this includes parking spaces, garages and GGRP – [Please refer to the MDH Car Park Management Policy 2020.](#)
- 9.7 The following items are not permitted to be stored in a garage or GGRP:
- Any illegal substances or items
  - Dangerous materials
  - Perishable goods
  - Animals of any sort
  - Weapons of any kind
- (this is not an exhaustive list)
- 9.8 The Tenancy agreement for a garage specifically states:

*‘The Tenant must not:*

- 1. Do anything or allow anything to be done in the Garage or on the forecourt which might cause nuisance or annoyance to the Landlord or its tenants, or anyone in the locality.*
- 2. Cause damage to the Garage in any way (including by way of graffiti) or to any other property belonging to the Landlord.*
- 3. Make any structural or other alterations/additions to the Garage or display any notices thereon.*
- 4. Operate any trade or business from the Garage, including “garage sales”.*

5. *Use or allow other to use the Garage for any form of accommodation or illegal activity.*
6. *Assign, sub-let, share or part with possession or occupation of the Garage.*
7. *Carry out any repairs to any vehicle in the Garage or on any adjoining property of the Landlord, other than reasonable maintenance to the Tenant's own vehicle.*
8. *Store any liquids or solids of an inflammatory, explosive, corrosive or dangerous nature (including oxyacetylene cylinders) in the Garage. One gallon of petrol or diesel in a suitable container is allowed.*
9. *Obstruct access to any other garage or the roadway, footpath or forecourt leading to the Garage or Garage site.'*

The tenancy will be at risk if any of the above conditions are breached.

## 10 Repairs and maintenance

- 10.1 The tenant is responsible for keeping the garage, GGRP or parking space in good condition and free of debris and weeds.
- 10.2 MDH is responsible for repairs to the garage or parking space, therefore, the Tenant must tell MDH about any repair issues as soon as possible.
- 10.3 The tenant must take reasonable steps to prevent damage to the garage, GGRP or parking space.
- 10.4 The Tenant is responsible for the cost of any damage caused by them or any other person connected with them to a garage, GGRP or parking space. If necessary, MDH will carry out the repair and recover the cost in line with our Recharge Policy.
- 10.5 Garages, GGRP and parking spaces are provided primarily for parking vehicles. However, MDH may give permission for a tenant to store other items and belongings at the Tenant's request. Storage will be solely at the tenant's risk and MDH will have no liability.
- 10.6 MDH does not maintain GGRP's, this is be the responsibility of the tenant.
- 10.7 Where repairing a garage is not feasible MDH may offer an alternative garage/space to rent at its absolute discretion

10.8 Where a tenant has erected a garage on a GGRP it is their responsibility to dispose of it prior to the tenancy ending. If the tenant does not remove the garage they may be charged for disposal of it.

## 11 Ending the tenancy agreement

11.1 Tenants, if they rent a garage or parking space, can end the tenancy agreement by giving us a minimum of one week's notice in writing, to expire on a Sunday. If they rent a GGRP they must give MDH one month's written notice to end their tenancy.

11.2 Keys to garages will need to be returned by 12 noon on the Monday immediately after the tenancy ends. If the tenant does not return their keys, or they have been lost MDH will recharge for the replacement of any locks or keys.

11.3 MDH can end the tenancy, at our absolute discretion, giving the tenant a minimum of one week's written notice if they rent a garage or parking space.

11.4 MDH can end the tenancy, at our discretion, giving the tenant a minimum of one month's notice if they rent a GGPR.

11.5 MDH will end the tenancy if the tenant breaches any conditions, including, but not limited to:

- Not paying the tenancy charge
- Causing a nuisance
- Misusing the garage, GGRP or parking space (according to the terms of the Tenancy and MDH standard terms – Supplement 1)
- Subletting the garage, GGRP or parking space
- Storing illegal or dangerous substances (e.g. flammable liquids)
- Using the garage as accommodation
- Storing or keeping animals in a garage or on a parking plot
- Using the plot for socialising

11.6 If MDH end the tenancy agreement because the tenant has breached a condition, MDH may not grant the Tenant a garage, GGRP or parking space in the future.

11.7 The tenant must clear all their belongings from the garage, GGRP or parking space before the tenancy ends.

11.8 If MDH have to remove, store or dispose of items that have been left in the garage, GGRP or parking space, MDH will recharge the Tenant for this.

11.9 Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 details the rights that Local Authorities have to dispose of possessions or personal data left at Council properties at the end of a Tenancy and this includes Garages and GGRP's.

11.10 In the event of the death of the tenancy holder, the tenancy may be offered to a surviving spouse or partner. Proof of residency will be required before re-letting the garage, GGRP or parking space.

11.11 The tenancy is not secured and therefore if a MDH Dwelling -tenant ends their MDH Dwelling tenancy (such as exercising their right to buy their Council home) the tenancy will be terminated and the tenant will be invited to re-join the waiting list and will be allocated a garage, GGRP or parking space in accordance with section 6 Allocation of this Policy.

## 12 Managing undersubscribed or unsuitable garages

12.1 Where a garage is undersubscribed or unsuitable, MDH will consider the following options:

- Disposal
- Demolition
- Development
- Improvement

## 13 Complaints and Feedback

13.1 We try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback, so if people wish to complement our staff for doing a great job, we would love to hear from them.

13.2 If things do go wrong the MDH is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services

- 13.3 When a person contacts us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.
- 13.4 Where a Garage, GGRP or Paring Space tenant considers that the MDH has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.
- 13.5 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Local Government & Social Care Ombudsman.

## 14 Equality Impact Assessments

- 14.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us ensure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.

## 15 Review and version control

- 15.1 MDH will review this Policy every 10 years and as required to address legislative, regulatory, best practice or operational issues.
- 15.2 This policy was produced in 2023 and is version 5.00
- 15.3 This policy was adopted by Cabinet on xxxx