



## **GARAGE LETTINGS POLICY**

### **1.0 INTRODUCTION**

1.1 This policy describes how Almond Housing Association (AHA Ltd.) will let the garages we own.

AHA Ltd. will aim to let garages in a reasonable and fair manner by following the principles of this policy.

### **2.0 RESPONSIBILITIES**

#### **2.1 Board of Management**

- To ensure that there is in place a Garage Lettings policy which complies with current regulations, guidance and good practice.
- To monitor compliance with the policy.

#### **2.2 Management**

- Head of Housing Management: To manage the implementation of the policy and procedures on a day-to-day basis, advising other Heads of Section and all employees as required on specific matters.

#### **2.3 Employees**

- To ensure they have read and understood the policy and procedures, and to implement them as required in the course of their work.

### **3.0 ELIGIBILITY**

3.1 The following will be eligible to apply for a garage:

- a) Anyone who lives in Livingston.
- b) A local community organisation, which will have a choice of two options:
  - to pay rent for a garage of their choice, **OR**
  - be allocated the free use of a garage in an area with no demand.
- c) In areas where there is no active waiting list, anyone not included in the above categories.

3.2 Any current tenant with rent arrears will not be allocated a garage.

#### 4.0 WAITING LIST

- 4.1 Applicants will be listed by the date of their application and may be listed for more than one street.
- 4.2 Once an offer has been made and accepted the applicant will normally be removed from the waiting list, **except that**, where an applicant has accepted an offer in a 2<sup>nd</sup> or 3<sup>rd</sup> choice area, they will remain on the waiting list for their 1<sup>st</sup> choice area.

#### 5.0 ALLOCATION & TERMINATION

- 5.1 If an applicant does not respond to an offer they will be advised in writing that they will be removed from the list, unless they confirm in writing that they wish to stay on.
- 5.2 If an applicant refuses two offers they will be advised in writing that they will be removed from the list, unless they subsequently confirm in writing that they wish to stay on.
- 5.3 Normally only one garage will be offered per household, though this may be varied depending upon the demand in a particular area. Where an applicant is allowed to rent more than 1 garage, the maximum they may have is 3 garages. However, if someone with 1 or 2 garages applies for another one, they will only be considered if there is no-one on the waiting list for that area who does not already have a garage, i.e. preference will be given to an applicant with no garage, irrespective of their application date.
- 5.4 No exchanges or transfers of garages between tenants will take place without AHA Ltd.'s prior approval. No assignation or sub-letting will be permitted.
- 5.5 All offers will be subject to payment by Direct Debit.
- 5.6 Either party may end the lease by giving 28 days' written notice. AHA Ltd. may also terminate a lease with only 7 days' notice where the lessee is in arrears of rent (including rent for their home where the lessee is an AHA Ltd. tenant) or has breached any other terms of the lease.

#### 6.0 IMPLEMENTATION AND REVIEW

- 6.1 The Head of Housing Management is responsible for ensuring that this policy and the supporting procedures are implemented by the appropriate staff.
- 6.2 The Head of Housing Management will ensure that this policy is reviewed by the Senior Management Team at least every five years.

<b>FIRST APPROVED IN</b>	<b>MARCH 1997</b>
<b>CURRENT VERSION 5.0 APPROVED IN</b>	<b>JUNE 2018</b>
<b>NEXT REVIEW DUE BY</b>	<b>JUNE 2023</b>

[Para. 5.3 updated February 2020 to reflect current practice in areas where garages have been hard to let.]