

GARAGES POLICY

Allocations and Management



Policy Title	Garage Policy		
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1. BACKGROUND AND PURPOSE

- 1.1. Cornwall Housing Limited (CHL) manages over 2,500 garage sites that are made available to let, both to CHL tenants and private residents.
- 1.2. This Policy outlines how these garages will be let so that this is fair, open and transparent, and the expectations when a garage is returned. It also outlines the responsibilities of CHL and the tenant during the rental period.

2. RENTING A GARAGE

- 2.1. Garages will be allocated on a first-come first-served basis to applicants aged 18 years and over. Offers will be made and held pending successful completion of documentation and verification checks. CHL will maintain a waiting list for each garage location and applicants will be allocated in date order of application unless discretion is applied in accordance with this Policy.
- 2.2. Applicants and tenants may request a review of decisions linked to allocating a garage which will be completed by an independent senior manager. Applicants may access CHL's complaints process if dissatisfied.
- 2.3. Applicants intending to use the garages for vehicles should check these will fit in the garage before signing the agreement as some will not cater for larger cars, trucks or vans.
- 2.4. Garages are intended for private use only and not for commercial activities.
- 2.3 To be considered and apply for a garage, you will need the following:
 - a) **Two** forms of proof of your current address (utility bills, bank statements and tenancy agreements will be acceptable).
 - b) **One** proof that you own a vehicle.
 - c) The current vehicle registration, make and model associated with the garage.
 - d) A completed direct debit mandate to cover the four-weekly rent, or an accepted method of regular payment. There is no requirement to rent in advance.
- 2.5. Ability to travel to an agreed location to collect keys and sign the tenancy.
- 2.6. There are some situations when you may not be eligible to be considered:
 - a) If you have outstanding current or former rent arrears with CHL.
 - b) Housing-related debts owed to Cornwall Council or Cornwall Housing.
 - c) If there is evidence of previous breaches of tenancy linked to property condition or damage.
 - d) If you already hold a tenancy for two garages.
 - e) There is evidence of intended commercial or business use for the garage.
- 2.7. CHL may also ask for further information based on the individual location of lets. CHL may hold or withdraw your application at any time in these situations.

- 2.8. CHL will make reasonable adjustments where required and consider individual circumstances to ensure equitable access to garage services.
- 2.9. There are times when CHL also reserves the right to exercise discretion in the allocation of garages. For example:
 - a) Where garages are in hard to let areas, the use of the garage may be extended beyond the sole use for the garaging of a vehicle.
 - b) Where temporary arrangements are agreed in exceptional circumstances, such as to support family members where a resident has passed away and left possessions in the garage.
 - c) Where your main place of residence is not within Cornwall, and there are residents living within the area who have expressed interest in the garage.
 - d) Where garages have been reviewed and a decision has been taken not to make this available to let, for example where a garage becomes financially unviable, fails to meet letting standards or where it is deemed a hard to let.

3. TENANT RESPONSIBILITIES

- 3.1. A garage must only be used for the storage of goods or the garaging of a vehicle, owned by person/s living at the applicant's address or where the applicant is disabled and has a nominated driver. The garage must not be used for any other purpose except for occasional minor car maintenance to a vehicle.
- 3.2. Applicants must sign and adhere to the conditions of a garage agreement, which details the regulations and responsibilities of holding a garage. This includes making sure that the rent charged to the garage is paid on time and that you do not conduct a business from the garage, sub-let it or do anything which may be a nuisance or annoyance to others.
- 3.3. Garages will be let in a secure, watertight, and safe condition and must be returned clear of belongings and rubbish.
- 3.4. Where the garage is used for storage of goods, such storage will entirely be at the risk of the tenant. You must adhere to all health & safety requirements and must not store anything inflammable or explosive in the garage. This includes easily combustible materials such as:
 - Paper, cardboard and items that provide heat like a tumble dryer.
 - Fuel storage.
 - Hazardous chemicals.
 - Gas cylinders.
 - Waste materials.
 - Vehicle batteries.
- 3.5. At no times should the garage be used for inhabitation, by humans or pets/animals or any structural alterations be made to the building.

- 3.6. CHL reserves the right to inspect garages upon reasonable notice to ensure compliance with tenancy conditions.
- 3.7. Breaches of CHL's Grage Agreement may result in written warnings, termination of the tenancy agreement, and recovery of any costs incurred.

4. CHL RESPONSIBILITIES

- 4.1. CHL will ensure that the rent charged to the garage is correct and that all methods of payment are openly available to you. You will be given a minimum of seven days written notice for any changes to rent.
- 4.2. CHL will work to manage rent arrears fairly and understand there are times when services need to be provided based on individual circumstances and needs. In event of non-payment, CHL will pursue all possible avenues of recovery; this may involve repossession of the garage.
- 4.3. CHL will maintain the condition of the garage in line with our Repairs Policy, providing CHL receive reports on its condition, requests for repairs and access to complete these.
- 4.4. Where CHL needs to carry out major repairs, temporarily close, demolish, or permanently withdraw a garage from use, CHL may end the garage agreement. CHL will consider the impact on residents and may, where appropriate, waive garage charges for the affected period or offer an alternative garage, either temporarily or permanently, within a reasonable distance if available.
- 4.5. Where CHL ends a garage agreement and offers an alternative garage, we will ensure the garage is safe for residents to remove their belongings. Residents are normally responsible for moving their possessions. However, in exceptional circumstances, CHL may provide assistance or reimburse reasonable, evidenced costs where:
 - The move is required because of a significant delay in repairs that were CHL's responsibility.
 - Short notice has been given for the move.
 - The resident is unable to move their belongings due to physical limitations.
 - The resident has suffered a demonstrable financial loss as a result of CHL service failure.

5. ENDING A GARAGE AGREEMENT

- 5.1. You need to provide CHL with seven days written notice to end a garage tenancy. This can be in paper or electronic form. We will acknowledge receipt of this notice to confirm acceptance.
- 5.2. CHL reserves the right to inspect a garage on receipt of notice and to recharge for any damage incurred during the garage tenancy or left behind after its ended.
- 5.3 Residents must return the keys for the garage to an agreed location at the end of the

tenancy. CHL will charge one weeks rent to the garage account if this does not take place.

- 5.3. Any goods left in a garage after tenancy termination may be treated as abandoned and disposed of following written notice and reasonable opportunity for collection.
- 5.4. If at the end of the week in which the keys were due, they are not received, CHL will change the locks on the garage to gain possession. CHL will notify you that a lock change has been completed and the cost will be re-charged to you.

DIVERSITY AND INCLUSION

CHL are committed to treating all people with fairness and respect. CHL aim to create an inclusive environment where people are treated with dignity, inequalities are challenged, and CHL anticipate and respond positively to different needs and circumstances to enable individuals to achieve their potential and foster good relations within the communities CHL serve. CHL want to be recognised as an organisation delivering fair, inclusive, accessible services and an employer and partner of choice.

When applying this policy, CHL act sensitively towards the diverse needs of individuals and to reduce discrimination and harassment by making reasonable adjustments such as:

- eliminating discrimination – by providing support to those who need it and information in accessible formats and languages on request.
- tailoring the policy to meet both the specific needs of the individual, including those with additional support needs, and the diverse needs of the wider community.
- advancing equality of opportunity – treating all tenants fairly
- fostering good relationships – listening to customers and responding appropriately
- compliant with all aspects of Equality & Diversity legislation, and specifically the Equality Act 2010.

Contact us:

Email: info@cornwallhousing.org.uk

Telephone: **0300 1234 161**

By letter: **CHL, Chy Trevail, Beacon Technology Park, Bodmin, PL31
2FR**allhousing.org.uk

Alternative formats:

If you would like this information on audio CD, audio tape, Braille, large print, any other format or interpreted in a language other than English, please contact info@cornwallhousing.org.uk

