L&Q Garages Policy

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1 Purpose

1.1 This policy sets out how we (L&Q) allocate, manage and maintain garages that we own or manage.

1.2 It explains who may be eligible for a garage, how garage licences and charges are managed, and the standards we expect from anyone renting or using a garage.

1.3 It also explains how garages should be used safely and appropriately, including rules on storage, vehicle use, access, repairs, alterations, and abandoned goods. It also explains action we may take where a garage is misused, or licence terms are broken.

2 Scope and exclusions

2.1 This policy applies to garages owned or managed by us and let under a garage licence agreement.

2.2 It applies to residents in all types of L&Q tenures, and to local residents or other applicants where garages are available to non-L&Q residents.

2.3 We manage garages separately from parking spaces and parking bays. We refer you to our separate Parking Policy for information about parking spaces, parking permits, abandoned vehicles, nuisance vehicles and permitted vehicle types.

2.4 This policy does not apply to:

- The allocation of garages that are included within the tenancy or lease of a property that cannot be rented independently
- privately owned garages that we do not manage
- garages managed by another landlord, managing agent or third party

3 Legislation and regulation

3.1 We aim to meet our legal and regulatory obligations when allocating, managing and enforcing the use of garages. Legislation and guidance relevant to this policy includes, but is not limited to:

- **Torts (Interference with Goods) Act 1977**

This Act is relevant where vehicles, personal belongings or other goods are left in a garage after a licence ends, or where items appear to have been abandoned. It sets out legal principles relating to wrongful interference with goods and uncollected goods.

- **Housing Act 2004**

This Act supports the safe and effective management of housing and associated areas, including where garages form part of wider estate management arrangements.

- **Equality Act 2010**

This Act requires us to act fairly and not discriminate unlawfully when making decisions under this policy. It is also relevant where we consider reasonable adjustments for disabled applicants or licensees.

- **Regulatory Reform (Fire Safety) Order 2005**

This Order is relevant where garages form part of premises or estate areas where we have fire safety responsibilities. It supports the need to manage fire risks, including risks from hazardous materials, storage, charging equipment and access routes.

4 Definitions

These definitions explain how certain words and phrases are used in this policy.

4.1 **Garage:** A lock-up garage or similar structure owned or managed by us and let under a garage licence agreement.

4.2 **Garage licence:** A permission to use a specific garage under agreed terms. It does not give ownership, tenancy rights or permanent rights to the garage.

4.3 **Licensee:** The person who has entered into a garage licence agreement with us.

4.4 **Garage charge:** The amount payable for use of the garage. This may also be referred to as rent, licence fee or garage rent in some documents.

4.5 **SORN vehicle:** Statutory Off-Road Notification. This means a vehicle has been declared off-road to the DVLA.

4.6 **Torts Notice:** a formal written notice under Torts (Interference with Goods) Act 1977, giving the owner a reasonable period to collect goods. It is used when items have been left behind or abandoned. The Notice informs the owner that their goods must be collected within a specified timeframe and explains that, if they are not collected, the landlord may sell or dispose of them.

5 Eligibility and Allocation

5.1 Garages are available to:

- L&Q tenants, leaseholders and shared owners
- other local residents, where local arrangements allow

5.2 Applicants must:

- be aged 18 or over
- provide proof of identity and address
- provide vehicle details where the garage is intended for vehicle storage
- provide any other information reasonably needed to assess the application
- have no garage-related arrears, significant housing-related arrears or serious breaches of an agreement with us.

5.3 Garages will normally be limited to one per household.

5.4 Where demand is higher than supply, we may use a waiting list. Applications will normally be prioritised based on:

- Blue badge holders (especially adapted properties)
- residents with disabilities
- households with significant need (e.g. Dependents)
- residents requiring vehicles for employment
- general residence (date of application basis)

5.5 If you are on a waiting list, we may remove your application if you fall into arrears, seriously breach your tenancy, licence or other agreement with us, no longer meet the eligibility criteria, or no longer have any required local connection to the area.

5.6 We may periodically contact you to confirm that you still want to remain on the waiting list and that the information you have provided remains accurate. We may remove your application if you do not respond within the period given.

5.7 You must keep your contact details up to date and tell us if you move. A change of address may affect your eligibility or continued use of the garage.

5.8 When a garage becomes available, we will normally offer it to the highest-priority eligible applicant on the waiting list. You must respond within the period stated in the offer. If you do not respond, we may withdraw the offer and offer the garage to the next eligible applicant. If you decline an offer of a garage, we will normally remove your application from the waiting list. Applicants who still want a garage may need to submit a new application.

5.9 Garages are usually let in their existing condition. Before a garage is let, we will aim to make sure it is safe and suitable for the intended use, secure and lockable. However, garages may vary in age, size, condition and construction. You should check that the garage is suitable for their vehicle and intended use before accepting the licence.

6 Licences and Charges

6.1 A garage licence gives permission to use a specific garage under agreed terms. It does not give ownership, tenancy rights or permanent rights to the garage. It is separate from your home tenancy or lease unless your agreement says otherwise and may be ended in line with the licence agreement.

6.2 If a garage is included in your tenancy or lease, the right to use it will usually transfer with your home, subject to your agreement. If it is provided under a separate licence, the licence is personal to the licence holder and will not automatically transfer through succession, mutual exchange, assignment or death. Anyone wishing to continue using the garage must apply, and we will consider the request in line with the licence agreement, local arrangements, eligibility criteria and availability, unless these expressly state otherwise.

6.3 Garage charges are payable separately from any home tenancy or lease charges. We will confirm the amount payable, including whether VAT applies, before you agree to take on a garage. Charges are normally paid monthly by direct debit, unless we tell you otherwise. You must keep your garage account up to date and pay all charges in line with your agreement. Non-payment will result in our taking action to repossess the garage. We will notify you where this is the case, and what you must pay to prevent this.

6.4 We may review charges from time to time and will tell you in writing if your charge changes, including when the new charge will start. Please see our Rent Setting Policy for more information on increases.

6.5 You can end your garage licence by giving notice in line with your licence agreement. The standard notice period will usually be 28 days, unless your licence agreement says otherwise.

6.6 We may end a garage licence:

- Where there has been a breach of the licence, or this policy. For example, charges not paid or misuse of the garage
- where there is no breach, but there is another reasonable reason to end the licence, such as redevelopment, estate management requirements, disposal of the garage, or where the garage is uneconomic or unsuitable to repair.

6.7 Where possible, we will give notice in line with the licence agreement. In some cases, we may need to act more quickly. For example, where there is a serious safety risk, urgent access issue or serious breach.

6.8 When your licence ends, you must:

- remove all vehicles, belongings and fittings

- leave the garage empty, clean and in a reasonable condition
- repair any damage you are responsible for, or pay our reasonable costs
- return all keys, fobs or access devices
- provide vacant possession of the garage by the end of the notice period

6.9 Where a vehicle, belongings or other goods remain after the licence has ended, or appear to have been abandoned, we may serve notice and take action in line with our Abandoned Goods Policy.

6.10 If the garage is not cleared or keys are not returned, we reserve the right to:

- change the locks and secure the garage
- remove goods left behind and store, sell or dispose of them, in line with our Abandoned Goods Policy
- recharge you for reasonable clearance, storage, disposal, lock change, repair or legal costs
- take action to recover unpaid charges or other debts

7 Use of Garages

7.1 Garages are primarily intended for storage of private motor vehicle. The vehicle must be taxed or have a valid Statutory Off-Road Notification (SORN), be suitable for the size and structure of the garage, and not cause a safety, environmental or nuisance risk.

7.2 You may also use the garage for limited storage, where this is safe, appropriate and allowed under the licence agreement. Items are stored at your own risk, and we strongly recommend that you arrange appropriate insurance. Any storage must be kept to a safe amount and must not create a fire, health and safety, environmental or management risk.

7.3 Electric bikes, electric scooters, mobility scooters, large batteries or similar devices may be stored and charged in a garage where this is safe, suitable and does not create a fire risk. You must follow manufacturer instructions, use the correct charger, never charge while unattended, and keep charging equipment away from combustible materials.

7.4 You must not use, or allow the garage to be used, for business, trading, major repairs, accommodation, gatherings, anti-social behaviour, nuisance, or any activity that causes damage, obstruction, fire safety or environmental risks, or adversely affects other residents, visitors or the local community.

7.5 You must not store or keep:

- flammable, hazardous, explosive or corrosive, including fireworks, gas cylinders, chemicals, flammable liquids or large quantities of oil
- lithium batteries not connected to an approved device
- waste, rubbish, perishable items, combustible materials in unsafe quantities, or anything else that creates a fire, explosion, health and safety or environmental risk
- animals or pets
- any charging cables, leads or equipment that trail across footpaths, roads, communal areas or access routes.

7.6 You must not leave, or allow others to leave, waste, unwanted items or fly-tipped material in a garage compound or the surrounding area. You should report fly-tipping or abandoned items on land we manage to us. We will assess the report and take action, or refer it to the relevant organisation, depending on the location and circumstances.

7.7 Where storage or charging creates a fire or safety risk, we may require you to remove items, stop the activity, allow inspection (see section 8), or end the licence.

7.8 If a garage is misused or used in a way that breaches the licence agreement or this policy, we may ask you to stop the activity, remove items, allow an inspection, recharge reasonable costs or take further action in line with your licence agreement.

7.9 Items left in a garage are at your own risk. You are responsible for insuring vehicles and any other items.

7.10 Subletting and private arrangements

7.10.1 You must not sublet, lend, sell, advertise or otherwise allow another person to use or take possession of the garage without our written permission.

7.10.2 A garage licence is personal to the licensee. If you no longer need the garage, you must end the licence in line with your agreement.

7.10.3 If we become aware that a garage has been sublet, transferred or used by someone else without permission, we will end the licence and take further action.

8 Access and Inspection

8.1 We may need access to your garage to:

- inspect its condition

- carry out repairs or maintenance
- check compliance with the licence agreement or this policy
- investigate suspected misuse, abandonment or safety concerns
- respond to an emergency
- manage estate safety or fire safety risks

8.2 We will make appropriate records of an inspection, including photographs, where this is necessary to record the condition or use of the garage and manage repairs, safety concerns, recharges, enforcement action or disputes.

8.3 We will normally give reasonable notice before accessing a garage, unless urgent or emergency access is required.

8.4 You must allow access when reasonably requested. If access is refused or cannot be arranged, we may take further action in line Property Access Policy.

9 Repairs and Maintenance

9.1 You are responsible for:

- keeping the garage clean, safe and secure
- using the garage in line with your licence agreement and this policy
- reporting repairs, damage, leaks or defects promptly
- preventing damage caused by misuse or neglect
- making sure anything stored in the garage is safe and suitable
- carrying out minor repairs, replacements, and redecoration in line with your responsibilities

9.2 You must not alter, adapt or improve the garage without our written permission. This includes changing locks, fitting shelving, installing electrical equipment, adding charging points, EV charging, changing doors or making structural changes. Please see our Resident Home improvement Policy for more information.

Note: Some garages contain asbestos, which is safe while undisturbed, but could be disturbed when making certain changes, which is one reason we ask you to check with us.

9.3 If you damage the garage, or allow someone else to damage it, we may recharge you for the cost of repair.

9.4 We are responsible for maintaining the structure of the garage. Repairs will be managed in line with our Repairs Policy and relevant service standards.

9.5 We are not responsible for damage to vehicles or belongings stored in garages.

10 Monitoring and Controls

10.1 We will monitor applications, waiting lists, offers, refusals, allocations, licences, charges, arrears, terminations, occupancy and vacant garages to help ensure garages are managed fairly, effectively and in line with this policy.

10.2 We may carry out proportionate checks to confirm that garages are occupied by the authorised licensee, used for a permitted purpose, and that access arrangements and key records are accurate. We will review reports of misuse, unauthorised occupation, subletting, abandoned goods, access issues and safety concerns, and take appropriate action in line with this policy and the licence agreement.

10.3 We will monitor repairs, inspections, maintenance activity and relevant service and property information to support safe, secure and effective garage management, identify trends and inform service improvement and asset-management decisions.

11 Equality, Diversity and Inclusion

11.1 We will apply this policy fairly and consistently, and in accordance with the Equality Act 2010. An Equality Impact Assessment has been completed as part of developing this policy.

11.2 We recognise that some applicants and licensees may be affected differently depending on their individual circumstances. For example, disabled residents may need a garage to support their independence or store an adapted vehicle or mobility equipment. Where demand exceeds supply, Blue Badge holders and residents with disabilities will be prioritised in line with the allocation criteria in this policy.

11.3 We will consider individual circumstances and make reasonable adjustments where appropriate, in line with our Supporting Residents with Additional Needs Policy.

11.4 We will monitor the application of this policy to help identify and address any unintended barriers or adverse impacts.

12 Communication

12.1 We will publish this policy on the L&Q website.

12.2 We will publish this policy internally for our colleagues to access, along with associated procedures, processes and guidance.

12.3 Complaints about the application of this policy will be managed through our Complaints Policy.

13 Policy controls sheet

Date of approval: 01/10/2026

Approved by: Customer Group

Effective date: 29/10/2026

Next Review date: 01/10/2029

Policy owned by: Director of Housing Management

Associated documents: Parking Policy, Resident Home Improvement Policy, Repairs Policy, Property Access Policy, 03.07 Garages Arrears Management Standard Operating Procedure, 03.07 Garages Arrears Management Process Map

Main change	Key points
Introduction of a new Garages Policy	• Sets out eligibility, garage allocation, licence arrangements and charges. • Clarifies responsibilities for safe use, repairs and maintenance, and action to address misuse or breaches of licence terms.
Reviewed by: The Policy Team	
Approved by: Customer Group	