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LOCK-UP ALLOCATIONS POLICY

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1. **INTRODUCTION**

Milnbank Housing Association owns and manages a small stock of Lock Up's. The Lock Up Allocations Policy has been devised to clarify the Association's position on the allocation of these units.

2. **AIMS OF POLICY**

This policy has been designed to ensure the efficient and equitable letting of lock-ups by making best use of the available stock and sets out the measures MHA will use to prevent or recover arrears fairly and to avoid, wherever possible, action to recover possession of the lock-up from the tenant. It also sets out procedures for recovering abandoned lock-ups.

3. **APPLYING FOR A LOCK-UP**

MHA has a small number of lock-ups which are available for let to tenants and owners, that are resident within MHA's Area only, aged 17 or over who own a car, motorbike, moped, motor-scooter or small van. Each applicant may apply to MHA and should provide:

- A copy of the registration document
- One further proof of their principal address, and
- One proof of identification

MHA is committed to providing fair and equal treatment for all its stakeholders including tenants and will not discriminate against any on the grounds of race, colour, ethnic or national origin, language, religion, belief, age, gender, sex, sexual orientation, marital status, family circumstances, employment status, physical ability and mental health. Indeed we will positively endeavour to achieve fair outcomes for all.

4. **LETTING A LOCK-UP**

MHA maintains a waiting list for lock-ups which it manages. Lock-ups shall be let to applicants in order of priority as follows:

- MHA tenants who live in the area in which the lock-up is situated
- Factored homeowners who live in the area in which the garage is situated
- Other MHA tenants who live in the local area
- Other factored homeowners

Where there is a surplus of lock-ups, MHA may allow applications from residents who wish to use the lock-up for other purposes, such as storing furniture or items being collected for charity. However, the lock-ups may not be used for commercial or business purposes or for storing dangerous material.

On occasion it may be necessary for Milnbank HA to retain void Lock Up's for emergency purposes.

5. **TENANCY AGREEMENT & CONDITIONS OF USE**

Applicants who are allocated a lock-up shall sign a MHA Lock-up Tenancy Agreement.

Conditions of use:

- The lock-up shall be used only for storing a motor vehicle or bicycle (unless specific permission has been granted for use for other purposes)
- The lock-up shall not be used to store dangerous, volatile or flammable substances or liquids such as petrol, diesel or bottled gas
- The lock-up shall not be used for illegal or immoral purposes, such as stolen goods
- The lock-up shall not be used for any business or commercial purpose or to store any items in connection with a business
- The tenant shall not do anything, or allow anything to be done, in the lock-up or vicinity which could reasonably cause nuisance or annoyance to other people, or which amounts to harassment of other people
- The tenant shall not make any structural alterations to the lock-up without the written consent of MHA or its agents
- Officers or other persons authorised by MHA shall be entitled to enter the lock-up at all reasonable times for the purpose of inspecting it and for executing any works
- Lock-up lessees must advise MHA if they change address to ensure that we are able to advise of annual rent increases.
- If you move outwith the local area and it is being used to store a vehicle in, we reserve the right to terminate the tenancy

Rents

Tenants shall pay rent monthly in advance for the lock-up. From 1st April 2017 the monthly rental charge will be a flat rate of £17.00 per month.

6. **RENT ARREARS**

MHA manages lock-up accounts effectively, and seek to prevent or minimise arrears on tenants' accounts. Where arrears accrue on an account, the Association will issue standard letters to the tenant from the rent accounting system as follows:

- Lock-up rent arrears letter informing the tenant how much they owe in arrears and why they must make an arrangement to repay them
- Lock-up final reminder letter where the tenant has not reduced their arrears or failed to maintain an arrangement.

Housing officers will also try to make personal contact with the tenant either by telephone or home visit to discuss the arrears and reach a satisfactory arrangement to clear them.

Where these measures have not succeeded the Association shall issue a notice of removal. After 28 days, when the notice period expires, the Association shall inform the tenant in writing that they intend to raise court action to recover possession of the lock-up and the arrears and ask the tenant to return the keys unless the tenant pays off the arrears or makes a satisfactory agreement to pay them off.

Arrears recovery under this policy shall comply with the MHA Arrears and Debt Management Policy.

7. **ENDING THE TENANCY**

The tenancy can be ended in any one of the following ways:

- By the tenant giving 28 days' written notice
- By written mutual agreement by the tenant and MHA, or
- By the tenant abandoning the lock-up.
- When the lock up becomes uneconomical to repair the association reserves the right to terminate the tenancy

Before moving out tenants must:

- Leave the lock-up in a clean and tidy condition
- Remove all belongings
- Lock all doors and hand in keys to the Association
- Remove any fixtures and fittings installed without permission
- Reinststate to the original and putting right any damaged caused
- Pay all payments due
- Give a forwarding address unless there is good reason for not doing so.

Milnbank Housing Association will not allow anyone to sub-let the Lock Up to a third party.

Should a tenant no longer require the use of a Lock Up a termination notice should be signed, the Lock Up should be cleared out of all belongings and the keys returned to Milnbank Housing Association.

8. **VOID INSPECTIONS**

The Association shall carry out a pre-termination inspection and inform the tenant about any action required to end the tenancy satisfactorily. If no pre-termination inspection has been done, the target for a void inspection is one working day after keys have been returned or re-possession of the lock-up and two working days for ordering any repairs.

The purpose of the inspection is to:

- Ensure the property is cleared and unoccupied
- Assess arrangements for securing property
- Assess repairs in accordance with re-let standards
- Assess rechargeable repairs
- Arrange clearance including re-charge arrangements.

9. **ABANDONMENT**

MHA will endeavour to contact tenants who have failed to give 28 day's notice or otherwise appear to have abandoned their lock-up. If the Association is unable to contact the tenant and is satisfied the tenant has abandoned the lock-up, the Association shall repossess the lock-up and make an inventory and arrangements for storing any motor vehicles or other goods of value left in the lock-up.

10. **SUCCESSION**

Succession rights do not apply to lock-ups. Where a MHA tenant who also rents a lock-up dies, the tenancy of the lock-up shall end and revert to the Association for re-letting. However where there is a joint tenancy, the surviving tenant may continue to rent the garage if they wish. If not the tenancy shall end.

11. **POLICY REVIEW**

This policy should be monitored and reviewed by the Services Committee on an annual basis or as otherwise deemed necessary.

12. **DATA PROTECTION**

MHA controls the personal information that we collect, this means that we are legally responsible for how we collect, hold and use personal information. It also means that we are required to comply with the General Data Protection Regulations (GDPR) when collecting, holding and using personal information.