

GARAGE LETTINGS POLICY

1. Policy Statement

The Findhorn Village Conservation Company (TFVCC) will adopt a commercial approach to letting garages by charging a market rent for all garage or workshop units and parking space lettings.

In order to maximise revenues from such lettings we shall minimise empty periods and advertise units and other spaces through the Website and on Facebook or in the local papers.

We will initially accept applications from 1. TFVCC members. 2. The post code operational area, and those applicants will be treated equally and allocations will be made on a date order basis.

Applications outside the post code area will be considered only if there is no waiting list and no demand from within the post code area.

The units must be used for the purpose approved at the time of letting and no anti-social behaviour will be tolerated.

A small number of units may be made available for community organisations within the post code area.

2. Objective

To provide an efficient and effective letting service by ensuring that units are allocated in a consistent and transparent way.

3. Background

The units and parking spaces were purchased in 2018 by way of a grant from the SLF and donations from company members. The locations and layout of the units can be found on the application form on TFVCC Website.

4. Eligibility

Residents and Community Groups within the Operational Post Code area of TFVCC aged 18 and over are eligible to apply for a unit/to be put on the waiting list. Residents outwith this area may be considered should vacancies exist.

TFVCC recognises that in some parts of the Village parking or lack of appropriate space for parking vehicles can be an issue for residents, and TFVCC will encourage the use of the units and parking spaces to help alleviate parking issues.

Individuals in a household can apply to rent a garage. All applications will be decided on an individual basis and we will not restrict numbers per household.

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Customers will not be allowed to rent a garage when:

- They have had a unit tenancy before and left the unit in a poor state, with re-chargeable repairs and/or clearance charges.
- They have held a unit tenancy before and left garage rental arrears.
- They require for a use outside those permitted by the company.
- Customers proved to be involved in anti-social behaviour.

5. Unit Waiting List and Service Reviews

- (a) Customers wanting to rent a unit or space must complete a unit/space application form
- (b) The waiting list will be managed by TFVCC on a strict date order basis – where two applicants have the same dated application, the committee will decide which customer is to be made the formal offer. Criteria such as resident locality, area parking congestion, current number of units already held in the household, will be taken into consideration before making a decision.
- (c) Once an offer has been made and accepted the applicant will be removed from the waiting list.
- (d) TFVCC will review the Unit Waiting List on an annual basis, in order to ensure that our list remains relevant and current. Where an applicant does not respond to the review they will be taken off the waiting list.
- (e) Waiting time on the Unit Waiting List will vary. Some Units will be available immediately, however those on the waiting list will have priority for parking spaces.

6. Offers

- (a) If an applicant does not respond to an offer within seven working days of the offer date, the unit will be reallocated and the applicant will be removed from the waiting list. The applicant will be informed in writing of our actions. If they subsequently request that they remain on the list then they shall be able to do so.
- (b) In case of high demand TFVCC will exercise the right to only offer one unit or plot per household. Criteria such as resident locality, area parking congestion, current number of units/spaces already held in the household, will be taken into consideration.
- (c) Exchange or transfers of units between customers cannot be undertaken without our written approval.
- (d) Direct Debit will be encouraged as the main payment method. All Direct Debits must be paid in advance to ensure the account is never in arrears.

7. Rent

- (a) Rent levels to be at market rent for all customers
- (b) Rents are liable to increase in accordance with the specification within the lease.
- (c) Rent is payable monthly in advance.
- (d) Customers who default in their rent payment will be served with a Notice to Quit (NTQ). Failure to clear the account in full by the time the NTQ has expired will result in the garage being repossessed and the locks being changed. All items left in the unit or space will be disposed of or sold to cover management costs.

8. Use of the Units and Spaces.

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- (a) Parking of motor vehicles
- (b) Parking of boats, Caravans or other small trailers.
- (c) Storage of goods or equipment
- (d) Small business projects approved by TFCVCC

We will not allow the Units to be used for:

- (a) Commercial purposes unless prior approval of TFCVCC has been given .
- (b) Carrying out major repairs to a vehicle other than the tenants own.
- (c) Storage of any combustible materials.

9. Repairs

- (a) Customers are responsible for keeping units in a clean and tidy condition and to make good any damaged caused by the customer and associates – failure to comply with these terms will lead to a charge.
- (b) All enquiries concerning repairs should be made through our website.
- (c) In circumstances where a customer is unable to use the unit due to repairs being carried out rent will not be charged, providing the keys are returned/access is made available. Once the repairs have been completed, the weekly rent charge will be reinstated.

In circumstances where a unit repair costs over £200 or a 50% vacancy rate when it is void, the following actions shall take place.

- (d) If the unit is let and needs a repair over £200 we will check to see if there is another void unit. If this is the case, we shall board up the unit in need of repairs and make an offer of an alternative unit.
- (e) If a unit becomes void and there is little or no demand on the waiting list or at least a 50% vacancy rate, we shall board up the unit and suspend letting and discuss longer term regeneration use.
- (f) If the unit is void, but in high demand but requires a repair over £200 consider the matter at the next meeting of TFCVCC and decide the appropriate course of action.
- (g) All boarded up units and vacant plots will be reviewed on a monthly basis. A list will be produced and placed on our website.

10. Customer Care

- (a) The full details of this policy will be placed on our website for customers to access.
- (b) We shall provide all customers with any necessary advice and assistance to ensure they receive the full benefits of the service.
- (c) Ensure that all customers renting a unit are fully aware of their responsibilities.
- (d) Allow the customer seven calendar days to view and respond to the offer of a unit or space rental.
- (e) Try to re-let a unit within 14 calendar days of it becoming empty.

11. Insurance It is the customer's responsibility to insure the contents of the unit or any vehicle, boat or trailer occupying a space on the site.