

APPENDIX 3

Results of consultation

Draft Estate Parking & Storage Sheds Policy

August 2018

	Comments	Response
1.	Does this include, or can we include, the Almshouses?	The policy covers the almshouses site in its entirety, as this is managed by the Housing Service
2.	In the draft Filming on Estates Policy you said where the payments were going, but on the Estate Parking draft you never mention this, as there is practically zero maintenance on these I think tenants will wonder when the money is going to be used for	The income from sheds and parking facilities goes to the Housing Revenue Account. This money is used to deliver housing services on our estates, including maintaining our buildings and communal facilities.
3.	You mention documentation in 5 and 16. Would it not be better to bring License agreement to... I do not know, the whole thing jumps backwards and forwards, repeating itself.	Section 5 outlines the purpose of our Licence Agreements and applies to all facilities. Section 16 relates specifically to documentation that must be supplied by those wishing to obtain a parking space.
4.	With regard to the Estate Parking section, where you state that: "We are unable to intervene in any dispute between the contractor and a car park user unless the dispute arose as a direct result of an error on our part". I feel that this statement should be removed and, if necessary, you should become involved in parking disputes with your parking enforcement contractors and residents, otherwise the parking contractors will have a free reign. I say this having witnessed overzealous tactics by your contractors (ACE) on the Avondale Square Estate.	This wording has been clarified to say that we will not intervene in disputes about the validity of enforcement notices unless there appears to have been an error on our part. Our contractors' work on our estates is monitored by management and we can investigate complaints about their actions using the housing complaints process. However, disputes about the validity of enforcement notices are a matter between the user and the contractor. We no longer use ACE Parking – our current contractor is MET Parking, which is part of the British Parking Association's Approved Operators' Scheme. It also has ISO 9001 quality accreditation.
5.	I get very frustrated with the residents that don't park in their parking facility, which makes it hard for other residents to use	The relevant part will be clarified to address this suggestion

	theirs, I would like the policy to state within the parking enforcement paragraph that if you are not parked within your facility – i.e. your parking bay or garage - you will be ticketed	
6.	It is stated that no inflammable items such as white spirit, paint etc be stored but no checks are planned. I only mention this because I have until recently rented a garage, probably for at least 30 yrs, and have never been asked to allow an inspection to ensure it was being used correctly and for the correct vehicle. I would have been reassured to know the garages were regularly inspected to ensure no explosive material stored	<p>This point is a good point. We agree that procedures relating to the management of storage and parking facilities need to be improved.</p> <p>We are considering how we will approach this issue in future – it could be that we schedule an annual inspection, or we could require access as a condition of renewing the licence agreement annually. This will require further thought.</p> <p>We will consider addressing this point in the Estate Management Policy, which is due as part of the 2018/19 policy review.</p>
7.	There are at least 3 referrals to other policies or procedures. I think this document should provide a link to those other policies and procedure documents	<p>When the policies are posted online, we will create links to take viewers to other documents more easily. This may not happen immediately but it is something we plan to do.</p>
8.	In section 11 - Waiting Lists. There is a statement that in exceptional circumstances the Estate Manager may override the waiting list. I think the policy should provide a couple of specific examples to make clear the kinds of circumstances where this would apply.	<p>At present, we use 'simple' waiting lists, where people are prioritised based only on the length of time they've waited. This is not always fair – Estate Managers have discretion to override this if circumstances demand it. The most obvious example is to assist a disabled parking user, where positive duties apply to assist them. This sort of scenario will be made clear in the policy.</p> <p>We do intend to examine other ways of operating waiting lists and awarding different priority to applicants, as some other local authorities do. For now, the simple waiting list will be maintained.</p>
9.	There is no statement about the responsibility for upkeep and repairs to the facilities being rented, particularly relevant to the garages and storage sheds. There should be a statement about the standard of facilities that the City will provide, and the	<p>Repair and maintenance of the facilities is the City's responsibility. It is the user's responsibility to take reasonable care of the facility and to report any defects to the City</p>

	responsibility (wherever that lies) for upkeep and repairs	promptly. This is covered in the Licence Agreement.
10.	There should be a statement about what happens to the fees collected for all these various facilities, similar to the statement made in the Filming Policy	Reference has been added to the policy in section 13.
11.	Why are all of these available to non-residents? What are the circumstances under which non-residents can apply? Are there any restrictions? Do residents have priority?	<p>Not all facilities are available to non-residents – sheds are only available to our residents.</p> <p>The policy reflects current practice, which is that parking facilities are available to non-residents, who pay a higher charge. This practice is common among most local authorities.</p> <p>Applications are dealt with on a case-by-case basis and allocations are made subject to availability.</p> <p>Residents are given priority over non-residents on the waiting list.</p>
12.	<p><i>“If the applicant is the named Secure tenant or leaseholder, they do not pay VAT on the first two parking facilities they obtain. All other applicants will pay VAT on their weekly charge”.</i></p> <p>Under what circumstances does a secure tenant or leaseholder have more than two parking facilities? For a limited resource this seems unfair. Are there limitations?</p>	<p>This text appeared in the draft policy but has been removed, as it belongs in the Rents and Charges Policy (which is currently in production).</p> <p>There is no stated maximum but our experience is that it is rare for households to request more than two facilities. It is conceivable that a household may wish to apply for more than two facilities, for example where more than two adults are resident and each has a car.</p> <p>On some estates, parking is in relatively low demand and multiple use can be accommodated quite easily.</p> <p>When a waiting list is in operation due to high demand, applicants will not be entered onto the waiting list if they already have another parking facility.</p>
13.	At one point the sheds on our estate were not charged for. They are now charged at £2 a week and when this charge was introduced there was talk that the	Our charges are controlled centrally and always have been. They are not set by estate office staff and we are

	<p>subsequent 'shed monies' would be made available for the community. There is no recognition that individual estates may have existing agreements in place between residents and their estate office. This clause allows for the cost of the sheds to be raised significantly</p>	<p>not sure what "existing agreements" are being referred to.</p> <p>We are drafting a policy which will cover how our charges are set and altered. This is a function carried out under 'delegated authority' but overseen by the Chamberlain's Department and ultimately susceptible to Member scrutiny.</p> <p>It should be noted that our charges for sheds have not increased since they were introduced in 2014.</p> <p>A proportion of shed income (20%) was formerly put aside for estate-based projects (the 'Estate Improvement Budget'). There is now a central budget and the formal link between shed income and this fund no longer exists.</p>
14.	<p>18. We will always attempt to give written notice of termination.</p> <p>Under what circumstances would written notice not be given? Surely written notice is to be expected?</p>	<p>In emergency situations, we may have to repossess a facility with no notice. This will be rare but, for instance, if a facility was found to be unsafe to use, or was damaged or left unsecured, and we could not immediately trace the user, we would take steps to manage the situation including by moving belongings to another facility.</p> <p>This is outlined in the Licence Agreement.</p>
15.	<p>The maintenance and state of the sheds and garages is not addressed</p>	<p>The policy concerns how we will allocate and manage the use of these facilities, rather than asset management considerations like maintenance or the current state of the facilities.</p>
16.	<p>What about temporary parking provision for loading and unloading etc?</p>	<p>Loading and unloading has been addressed in section 9.</p>
17.	<p>There is no statement about the responsibility for upkeep and repairs to the facilities being rented, particularly relevant to the garages and storage sheds. There should be a statement about the standard of facilities that the City will provide, and the responsibility (wherever that lies) for upkeep and repairs</p>	<p>This policy concerns the allocation and use of the facilities and detailed information about maintenance and repairs belongs in another document. The City, as landlord, is responsible for maintenance of the facilities generally. This is now stated in the policy.</p>

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24/09/2018
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		Relevant responsibilities of the City and the user are dealt with in the licence agreement.
18.	There should be a statement about what happens to the fees collected for all these various facilities, like the statement made in the Filming Policy	This has now been included in the policy (section 12).