

Sheds Policy

December 2024



THE ROYAL BOROUGH OF
KENSINGTON
AND CHELSEA

| Version | Date | Reason for change | Authorised | Review by Date |
|----------------|-------------|---|-------------------------|-----------------------|
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| 2 | Nov 2024 | Consumer Standards Review and transfer to new policy template | AR | |
| 3 | Dec 2024 | Review by operational team | RK KB | |
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1. Introduction

- 1.1. The Royal Borough of Kensington and Chelsea (“the Council” or “RBKC”) has a number of sheds as part of its housing stock which are made available to residents to use.
- 1.2. This policy sets out RBKC Housing Management’s (HM) approach to the management of Council-owned sheds and the roles and responsibilities of both RBKC and residents on the use of sheds.
- 1.3. The aim of this policy is to provide an accountable and transparent framework on shed management, shed allocation and estate storage across HM estates.

2. Related documents

- 2.1. This policy should be read in conjunction with the Council's Housing Management associated policies and procedures
 - Sheds Procedure
 - Shed Agreement
 - Shed Termination Agreement
 - RBKC Tenancy Agreement
 - Anti-Social Behaviour Policy
 - Termination of Tenancy Procedure
 - Tenant Handbook

3. Policy statement

- 3.1. The scope of this policy applies to:
 - RBKC Housing Management residents (living on HM estates)
 - RBKC employees
- 3.2. For the purposes of this policy, “residents” will refer to RBKC tenants and leaseholders living on HM estates. Sub-tenants of leaseholders residing on an RBKC HM estate are also included.
- 3.3. RBKC Housing Management is committed to the effective management of all sheds on estates for the benefit of residents.
- 3.4. RBKC Housing Management will adopt a localised approach to estate storage by considering local demand for sheds and the feasibility of additional storage opportunities on estates, where possible.
- 3.5. Estates Services will manage the allocation of sheds on estates and maximise usage of all available sheds for residents' storage purposes.
- 3.6. RBKC Housing Management is committed to providing a high level of customer service to shed users and residents. This includes providing support (where needed) to anyone who may have additional needs.

- 3.7. RBKC Housing Management will ensure that shed management processes, including termination and enforcement are compliant with the terms outlined in this policy.
- 3.8. RBKC Housing Management may undertake enforcement action against any shed user that is in breach of any conditions set in the Sheds Policy.
- 3.9. Estate Services will ensure that, where a shed agreement has been terminated, the shed will be allocated to the next person on the waiting list promptly.

(The waiting list is on a first come first served basis (dependent on position in waiting list))

4. Estate Storage

- 4.1. As part of our local approach to estate storage, residents are encouraged to contact RBKC Housing Management if they have any storage needs on their estate.

5. Shed Conditions of Usage

- 5.1. Residents are obliged to comply with the conditions of usage, detailed in this section below. They should familiarise themselves with these conditions, before signing the user agreement.
- 5.2. Shed users must ensure the contents in their shed complies with the Shed Agreement. They will also be responsible for taking reasonable fire precautions when using their shed and storing items.
- 5.3. It is the responsibility of the shed user to ensure that materials stored in their shed do not pose a risk to residents or the property. The shed should be kept in reasonably clean and tidy condition, with storage suitably arranged so as to avoid spillages and contamination.
- 5.4. Electrical equipment should be switched off when stored in the shed and the shed user needs to ensure that any potential sources of ignition are minimised.
- 5.5. Any prohibited items (outlined in the Shed User Agreement) that are found in sheds will be immediately removed by RBKC and the reasonable cost of removal and disposal may be charged back to the resident. We will investigate these matters and take appropriate enforcement action, where required.
- 5.6. Sheds should only be used to store personal possessions.
- 5.7. RBKC Housing Management may enter and inspect a shed without notice in cases of an emergency.

- 5.8. Shed users are not permitted to re-decorate, conduct works or make changes to the internal or external structure of the shed. Sheds should always be returned to Housing Management in its original and lettable state. However, shed users can undertake minor alterations to their shed. This is limited to the inclusion of shelves, hooks and minor security improvements such as padlocks.
- 5.9. Action will be taken against anyone who commits antisocial behaviour in respect of sheds, for example, vandalism or damage caused by negligence.
- 5.10. Residents would hold full responsibility for the shed, and if they lose their shed key, it would be their responsibility to arrange for a lock change. RBKC can seek further options if support required. Residents will be required to pay for a lock change if RBKC do provide support.
- 5.11. In the event there are security concerns, shed users can add an extra lock to their shed themselves but must ensure there is no damage to the door/frame.
- 5.12. Residents that do not occupy a shed must not change any shed lock that does not belong to them.
- 5.13. RBKC Housing Management reserves the right to amend the terms and conditions in the Shed Agreement by providing written notice to residents.

6. Eligibility for Sheds

- 6.1. Residents requesting a shed must meet the following eligibility criteria, set by RBKC Housing Management:
 - Only current RBKC Housing Management residents (tenants, leaseholders and sub-tenants of leaseholders) are eligible to be allocated a shed or to keep using a shed.
 - Only one shed can be allocated per household.
- 6.2. Residents that do not occupy a shed must not change any shed lock that does not belong to them.
- 6.3. RBKC Housing Management will not allocate a shed to anyone who:
 - Is not a resident of an RBKC Housing Management estate.
 - Is known to Housing Management as having a history of antisocial behaviour that could make leasing a shed to them an increased risk to the estate, to the shed, or to any individual.
 - Has been served a notice of termination for breach of user agreement on a shed they previously leased on an RBKC estate (within the last 2 years). This includes but not limited to antisocial behaviour or damage to the shed.

- 6.4. Estate Services will carry out checks to ensure that residents meet the eligibility criteria, as per 8.1 and 8.2, when shed requests/reports are received.

7. Shed Applications

- 7.1. Residents wishing to rent a shed will be expected to contact RBKC Housing Management. This can be done via the following ways:

Customer Services Centre

- **Tel:** 0800 137 111
- **Email:** HM-CustomerServices@rbkc.gov.uk
- **Visit in person at our receptions;** Malton Road or Blantyre Office
- **Webpage:** <https://www.rbkc.gov.uk/housing-management/do-it-online/contact-housing-management>

- 7.2. Shed requests can also be made to Visiting Officers through tenants Annual Home Visits.
- 7.3. Estate Services will require the resident's name, address and estate within the shed request before it can be processed. Shed requests will be processed from receipt of the application and due to the high number of applicants on the waiting list, residents will be added to the waiting list and advised by the relevant channel that they will be contacted upon shed availability.

8. Shed Enforcement

- 8.1. Where the terms of the user agreement are broken (e.g., antisocial behaviour, prohibited items found, sharing of shed), RBKC Housing Management may terminate the agreement and/or take other appropriate enforcement action.
- 8.2. Estate Services will work with Neighbourhoods to investigate reports of shed abandonment.

9. Termination of Agreement

- 9.1. Shed users who wish to give up the use of the shed or are moving to a property outside of RBKC Housing Management estates should notify Estates Services and give 4 weeks' notice.
- 9.2. Shed users who wish to relinquish their shed will be asked to sign a shed termination agreement and return this to Estate Services.
- 9.3. RBKC Housing Management reserve the right to terminate a user agreement with immediate effect if a resident letting a shed is evicted from their RBKC Housing Management property.

- 9.4. During the four-week notice period, outgoing shed users are responsible for:
- Returning shed keys to Housing Management
 - Leaving the shed in good condition and clearing all items
 - Photographs of sheds will be taken before they are re-let to identify any damage or items left in the shed.
- 9.5. Shed users who wish to relinquish their shed will be asked to sign a shed termination agreement and return this to Estate Services.
- 9.6. Where there are items left in the shed following the Caretakers inspection, Estate Services will clear and dispose of all belongings and may recharge the resident for disposal.
- 9.7. RBKC may recharge shed users for chargeable repairs if the shed has been deliberately damaged.
- 9.8. Where keys are not returned, RBKC Housing Management will ensure sheds are made secure for new shed users by changing the locks, once previous users have vacated their sheds.

10. Maintenance and Repairs

- 10.1. Estate Services are committed to the sustainable management of RBKC's shed stock, including to maintain units to a high standard.
- 10.2. RBKC Housing Management will carry out repairs and maintenance linked to fair wear and tear, weather damage and mould when sheds are in use or vacated.
- 10.3. RBKC may recharge the resident for the cost of repair or maintenance to the interior or exterior of the shed for any of the following reasons:
- The damage or fault is caused by the action (or inaction) of the resident, their household or their guests/visitors (e.g. changing/adding locks).
 - The damage or fault is caused by work undertaken by the resident or by others on the resident's behalf.
 - A lock change if RBKC have been instructed by the resident to complete.
- 10.4. Residents are required to contact Customer Services if they identify any repairs required to sheds. Shed repairs can be reported to Customer Services via the following ways:
- **Tel:** 0800 137 111
 - **Email:** HM-CustomerServices@rbkc.gov.uk
 - **Visit in person at our receptions;** Malton Road or Blantyre Office

11. Liability

11.1. RBKC will not be held liable for:

- Damage caused to the shed or its contents by a resident, the Council, unknown persons or a third party.
- Items lost/stolen if the shed is broken into.
- Loss, damage or injury from using the shed.

12. Equalities statement

12.1. The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.

12.2. Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.

13. The General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018

13.1. As a directorate of RBKC, Housing Management shares the commitment to ensure that all data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- Relevant and limited to whatever the requirements are for which the data is processed
- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay
- Stored for as long as required, as specified within RBKC's Records Retention policy
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

13.2. For further information about the Council's commitment to GDPR, please see the Council's website at www.rbkc.gov.uk.

14. Compliance, monitoring & review

- 14.1. The overall responsibility for the approval of this policy sits with the Housing Management Team (HMT).
- 14.2. The Head of Estates and Environmental Services will be responsible for reviewing this policy.
- 14.3. This policy will be reviewed in conjunction with the policy every five years, or when legislative or regulatory changes take place that could affect it.
- 14.4. The next review will take place by: **December 2029**

15. Appendices

Appendix 1 – Shed agreement

Appendix 2 – Termination of Shed Agreement

Appendix 1

Shed Agreement

Name:

Present Address:

Shed Number & location

Reason for use of Shed:

AGREEMENT FOR USE OF A RBKC SHED SPACE

- 1. This agreement sets out the terms and conditions under which the RBKC grants permission for you to use a RBKC Shed space. By signing this agreement you confirm that you agree to be bound by it.**
- 2. This agreement should be read in conjunction with your tenancy or leasehold agreement. Failure to abide by the conditions of this agreement may be deemed to be a breach of tenancy or lease and may result in legal action.**
- 3. Any party using a RBKC shed space will adhere to the Shed Policy document and conditions detailed in Section 7 of the policy. Please refer to policy document attached.**
- 4. RBKC is not responsible for the security or safety of any items stored in the shed and cannot be held liable for any loss.**
- 5. You will use your shed for storage purposes only.**

- 6. You are responsible for taking reasonable fire precautions when using the shed and storing items.

- 7. You are not permitted to store any illegal items or any flammable or hazardous substances in quantities that may pose a hazard within the shed in accordance with law. The following is a non-exhaustive list of prohibited items:
 - Petrol or other flammable liquids in quantities of 5 litres or more. Flammable liquids must be stored in purpose-made suitable plastic or metal containers and must be suitably protected against spillage or leaks.
 - Fireworks of any kind.
 - Firelighters (either solid or liquid form).
 - Pyrophoric materials of any kind.
 - Compressed gas cylinders, including butane, propane and acetylene.
 - Oxidising and reducing agents, which in combination can result in combustion.
 - Oil-based paints and varnishes of 5 litres or more. Small quantities can be stored in suitable closed and sealed tins.

I confirm that I have read the above terms and conditions and agree to be bound by and observe them.

Name:.....

Tel:.....

Address:.....

Postcode:.....

Description of items to be stored:

Signature:.....

Date:.....

Office use: (RBKC Officer)

Name: _____

Job title: _____

Date: _____

What ID & proof of address was provided:

Please circle amount of Keys issued: 1 2

Please provide completed copy to the Estate Services Team

Appendix 2

Termination of Shed Agreement

Name:

Present Address:

Shed Number

Reason for Termination of Shed:

I/We -----(Tenant's name)

hereby give 4 weeks notice to terminate my /our shed which will end on

Sunday -----

I/We will vacate all these premises by Sunday -----

I/We agree to return all shed door keys by the above date.

I/We agree to clear all belongings and items in the shed by the above date.

I/We will ensure that the shed is left in good order.

**Any belongings left in the property will be disposed of by RBKC Housing
Management Services**

Signature -----

Date -----

Please provide completed copy to the Estate Services Team