

APPENDIX 5 GARAGE CONDITIONS OF TENANCY (2007)

NORTHERN IRELAND HOUSING EXECUTIVE

GARAGE CONDITIONS OF TENANCY (2007)

1. The tenancy is weekly and may be terminated at any time by either party giving the other at least two weeks previous notice in writing expiring at 12 o'clock noon on a Monday and on the expiration of such notice the tenancy shall be determined without prejudice to the rights and remedies of the NIHE in respect of any sums unpaid at the termination of the tenancy.

PLEASE NOTE: Further weeks rent will be charged if all keys are not handed into the local NIHE office by 12 noon on the first Monday following the termination date. If you fail to return the keys, you may also be charged for the cost of replacing the locks to the garage.

You should obtain a receipt for the keys, as this is the only acceptable evidence in the event of any dispute concerning the return of the keys.

2. The tenancy shall begin on the day stated in the offer letter and rent is payable from that date. You must supply proof of identity with your current address when you are signing for the garage. This may consist of one of the following documents: UK Driving Licence with a photograph (current and valid), current passport or National Identity Card, Translink Senior Smartpass or an Electoral Identity Card. If none of the above is available, two or more of the following should be produced: Benefit Payment Book, Birth Certificate, Credit Cards, Utility Bill (previous quarter), Medical Cards, recent Bank Statement/Wage slip, Marriage Certificate etc.
3. The rent and rates are payable weekly. You will be issued with a Rent Payment Card which you can be used at any Post Office or shop displaying the Pay point or Payzone payment sign. Rent may also be paid monthly by Standing Order provided that payment is received monthly in advance.
4. You must give prompt notice to the NIHE of any repairs required to the structure, services or exterior of the garage.

You shall permit the NIHE authorised officers, servants, workmen or agents to enter the garages at all reasonable times to inspect it and to

execute any work which may be necessary to the garage or to adjoining garages.

5. You must not permit the parking of any vehicle on estate verges, grassed area or forecourts of garages, or in any area that could cause an obstruction or potential danger to other users.
6. You must make good any damage to the garage caused, or permitted, by you as soon as practicable.
7. At the end of the tenancy, you must deliver up the garage in good condition.

When ending the garage tenancy, you must give up possession of the garage in an empty and secure state, being clear of all contents. Any items left in the garage after the termination date are deemed to be no longer required and will be disposed of, without further notice by the NIHE, and you will be charged removal and disposal costs.

8. You must use the garage only for keeping one private car or motor cycle or your own personal belongings under your control and not used for any purpose which constitutes "business" and for no other purpose whatsoever. You must not carry out any trade or business from the garage.
9. You will not run the engine of the car or motor cycle while it is in the garage except for the purpose of entering or leaving the garage and you will not cause nuisance or annoyance to any neighbouring tenants or residents.
10. You must keep all gullies, gutters, waste and drains (if any) clean.
11. If you damage or permit damage to be caused to the garage by your actions or neglect and not make good the damage, the NIHE may carry out the necessary repairs and you will be charged by the NIHE with the cost of the repairs.
12. All items in the garage are left entirely at your own risk. You are strongly advised to effect suitable insurance to provide effective cover for your possessions. The NIHE accepts no liability for any loss or damage caused to any vehicle or items stored in the garage.

13. You are not permitted to use or keep in the garage or upon the garage forecourt, or in the garage vicinity any petrol (other than that contained in your car or motor cycle), any empty petrol can/s, any spirit, paraffin heater/s, gas heater/s, gas cylinder/s, or any other potentially hazardous items/substances. You must take all reasonable and proper precautions against fire occurring in the garage. You must not keep more than 5 litre of lubricating oil (apart from oil which may be in the mechanism of the car) stored in the garage.
14. You must not sub-let or part with possession of the garage or any part thereof.
15. You must not make any additions or structural alterations to the garage.
16. The garage must not, under any circumstances be used for residential purposes or to accommodate any animals, birds or livestock.
17. You must not display or permit to be displayed on the garage, any advertisement, notice bill or nameplate.

HOUSING MANAGEMENT SERVICE

Local Area Office address

APPENDIX 6 GARAGE SIGN-UP

NORTHERN IRELAND HOUSING EXECUTIVE

GARAGE ACCEPTANCE

RENT Card NO _____

Dear Sir/Madam

Garage at: _____

I am pleased to advise you that the Housing Executive can offer you (on the terms and conditions set out in the NIHE Garage Conditions of Tenancy (2007) the above-mentioned garage from the _____ day of _____ and thereafter from week to week.

The rent shall be payable _____ in advance and shall be _____ per week exclusive of rates, which are presently _____ per week.

The offer is conditional on the following:-

1. The information recorded by the NIHE in order to make this offer is correct and has not changed to date. If there has been a change we must be advised immediately and prior to accepting this offer.
2. That the premises will be vacant and available for occupation by you on the date specified.
3. You must supply proof of identity with your current address when you are signing for the garage. This may consist of one of the following documents: UK Driving Licence with a photograph (current and valid), current passport or National Identity Card, Translink Senior Smartpass or an Electoral Identity Card. If none of the above is available, two or more of the following should be produced: Benefit Payment Book, Birth Certificate, Credit Cards, Utility Bill (previous quarter), Medical Cards, recent Bank Statement/Wage slip, Marriage Certificate etc.

The tenancy may be terminated at any time by either party giving the other at least two weeks previous notice in writing expiring at 12 o'clock noon on a Monday and on the expiration of such notice the tenancy shall be determined without prejudice to the rights and remedies of the Executive in respect of any sums unpaid at the termination of the tenancy.

Yours faithfully
District Manager

I agree to accept the tenancy of the garage at _____
In accordance with all the terms and conditions set out in the GARAGE CONDITIONS OF TENANCY (2007) a copy of which has been given to me.

Signed: _____ Date of Birth: _____

Address: _____ Nat Insurance No: _____

Witness: _____ Date: _____

GARAGE SIGN-UP

APPENDIX 6