

Assigning your tenancy by deed (MX) Information and application pack

What's involved in an assignment?

Assigning your tenancy to someone is never straight forward. There are often disputes between tenants after the assignment has gone ahead. You need to be absolutely clear with each other about what's happening as we're not able to intervene and resolve these personal disputes. People have good reasons for wanting to assign their tenancy to someone. However, disputes between tenants (and the time, money and work involved in moving into a home in the condition the other tenant leaves it) can mean it's more trouble than it's worth. Also, either tenant can change their mind and not go ahead with the assignment up to and including the agreed date.

Think carefully before agreeing to go ahead with an assignment. If you have any questions or concerns please speak to your Housing Officer.

Application fees

If you have a tenancy with SHAL you will need to pay an administration fee of £25.00 when you submit your application. **This fee is non-refundable.**

Safety checks

In addition to the administration fee you'll also need to pay for the necessary safety checks involved in exchanging your tenancy, including electric and gas, oil and solid fuel (which is applicable). You'll need to pay these when you apply.

Electric:	£75.00	Oil:	£75.00	Lock change:	£65.00
Gas:	£75.00	Solid fuel:	£50.00		

You can pay these fees online at www.shal.org or by calling allpay on 01278 444344 and selecting option 1. Please use the Payment Reference Number (PRN): 9826 9037 2770 7186 784 and send confirmation (e.g. screenshot) to Information@shal.org. Alternatively, you can pay by bank transfer to SHAL's NatWest bank account. Number: 56473761. Sort code: 60-03-27. Please use "MX" and your last name as a reference and send confirmation (e.g. screenshot) to Information@shal.org.

Thank you.

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What should I be checking?

Tenancy	
Outgoing tenant	Incoming tenant
<p>You should check what type of tenancy you'll have if the assignment goes ahead – and what the terms and conditions are.</p> <p>You could end up with a fixed term tenancy meaning your new landlord will re-assess your eligibility after a fixed number of years.</p>	<p>You will be assigned as assured tenancy.</p> <p>This means your tenancy will end only if you give notice or we evict you because you've breached your tenancy.</p> <p>If you previously succeeded to your tenancy you will bring your succession with you. This means someone may not be able to succeed to your tenancy.</p>
Home	
Outgoing tenant	Incoming tenant
<p>We will consider the condition of your property before we give consent. We will not proceed with the application if we cannot carry out a satisfactory property inspection.</p> <p>Also, you need to be absolutely clear with the outgoing tenant about how you want them to leave their property.</p> <p>A lot can happen between the initial inspection and when you move in and we would always recommend you carry out a final check before you move. You will also become responsible for any unwanted items the outgoing tenant may leave behind.</p>	<p>When you assign your tenancy you agree to accept the property in the condition the outgoing tenant leaves it in. You need to be absolutely clear with the outgoing tenant about how you want them to leave the property. A lot can happen between the initial inspection and when you move in and we would always recommend you carry out a final check before you move. You will also become responsible for any unwanted items the outgoing tenant may leave behind.</p> <p>The outgoing tenant will give you all the keys they have for the property (including for the windows). We don't keep spare keys but we will change the locks after you move in.</p>

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Rent	
Outgoing tenant	Incoming tenant
<p>You will need to pay all outstanding rent, costs and re-charges before you apply.</p> <p>We may refuse to give consent if there are substantial arrears or re-charges or if we've served you with either a Notice of Seeking Possession or Court Order.</p> <p>You should also check you can afford to pay the rent at your new home. It might be a lot more than you pay at the moment, especially if you'll be under-occupying and you may need to pay more rent in advance ("up front"). Can you afford to do that and continue to pay your rent to SHAL?</p> <p>There may also be a service charge that could increase. Also, moving could mean you need to claim Universal Credit.</p>	<p>You should check you can afford to pay the rent at your new home. It might be a lot more than you pay at the moment, especially if you'll be under-occupying.</p> <p>There may also be a service charge that could increase. Also, moving could mean you need to claim Universal Credit.</p> <p>You must always pay your rent in advance and you will need to make the first payments before you assign the tenancies.</p> <p>You will need to pay one month in advance ("up front"). We can then work out a payment plan for the remaining year before your rent changes (normally at the beginning of April).</p> <p>You'll need to set up a direct debit to pay the rent.</p>

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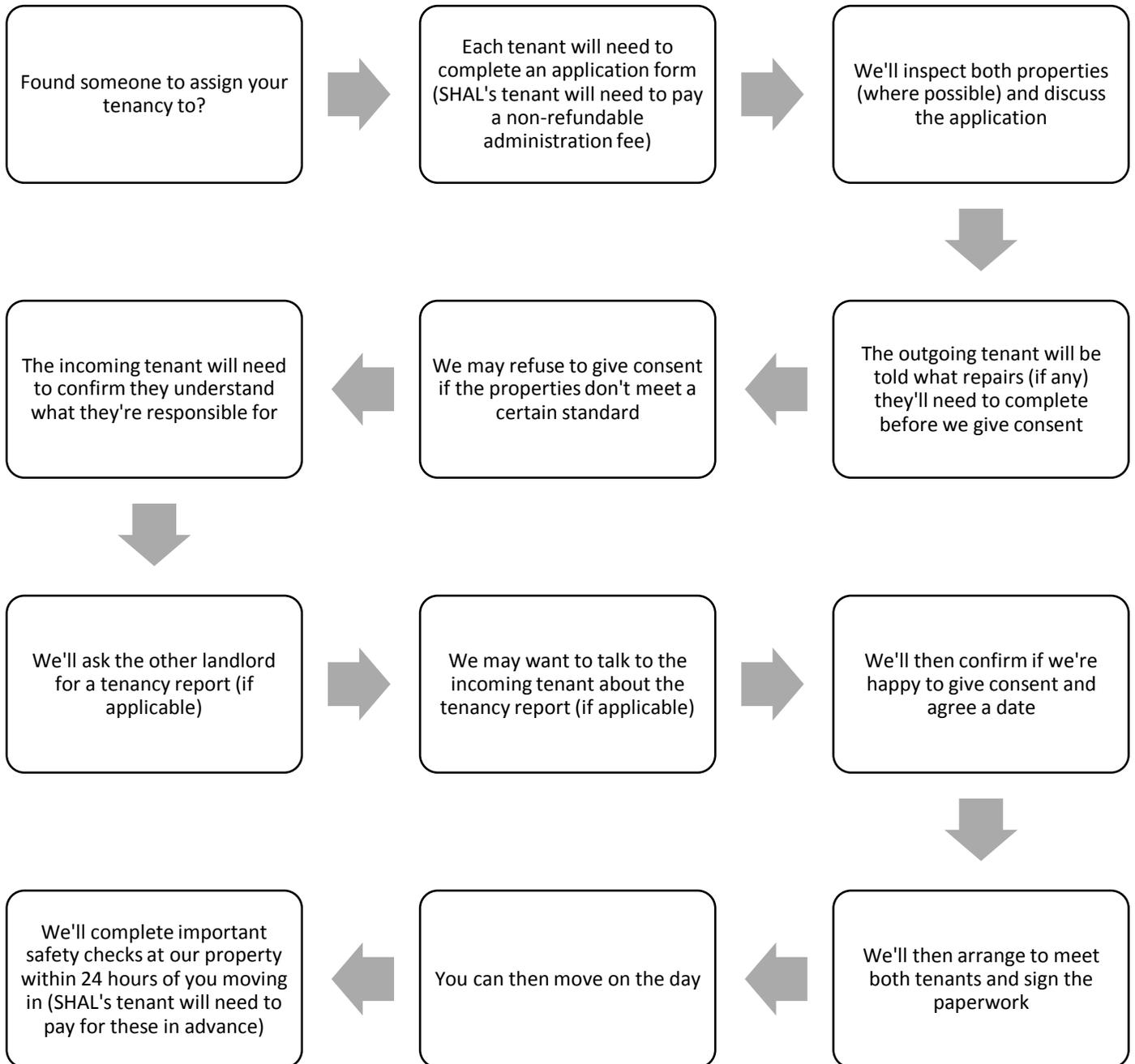
Home improvements	
Outgoing tenant	Incoming tenant
<p>You may want to check with your new landlord if they have any plans to invest in your new home.</p>	<p>SHAL has a planned investment programme to replace things like bathrooms, boilers, doors, kitchens and windows. We will confirm if the property is due to have any investment this year. If you're not sure you should always check.</p> <p>You will become responsible for any non-standard alterations or improvements the outgoing tenant may have made while they were living there.</p>
Repairs	
Outgoing tenant	Incoming tenant
<p>You should check what you will become responsible for once you've moved in and agree with the current tenant what you'd like them to do before they move out.</p> <p>You should also check with your new landlord what their policy for repairs is following an assignment.</p> <p>Some landlords may not carry out any repairs in the first 12 months or more after you've moved in.</p>	<p>We will continue to maintain and repair what we're responsible for.</p> <p>A lot can happen between our initial inspection and when you move in and we would always recommend you check before you move.</p> <p>However, you need to understand what you'll become responsible for after you move in. This includes any damage caused (accidental or deliberate) by the outgoing tenant – even in the process of moving out.</p>

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What's the process?



Crypton House, Bristol Road, Bridgwater, Somerset, TA6 4SY
Online: www.shal.org – Email: information@shal.org – Tel: 01278 444344

SHAL is registered in England and Wales as a Community Benefit Society and an exempt charity (number 27772R).

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The property – what should I be checking?

Although we'll complete a property inspection (hopefully with you), you're strongly advised to complete one too. We'll continue to carry out repairs that are our responsibility in the tenancy agreement.

We will not proceed with the application if we cannot carry out a satisfactory property inspection.

However, you need to know what you'll be responsible for and what work may be involved after you move into the property. You can use this form to help you. We'd also recommend completing one final inspection **before you decide to sign** the deed of assignment.

Internal	External
<p>What are the walls and ceilings like? What about the flooring?</p> <p>Have any windows been broken? Are any internal doors damaged or missing?</p> <p>Is there any mould or condensation that I'll need to clean and remove?</p>	<p>What are the gardens like? Will the tenant clear them?</p> <p>Will I be able to clear and maintain them? Will the tenant leave anything?</p> <p>Is there any rubbish to clear? Is there a shed I'll be responsible for?</p>
Alterations	Wear and tear
<p>Will I become responsible for any alterations the tenant has made, including the bathroom and kitchen?</p> <p>For example, have they built a conservatory that I'll be responsible for?</p>	<p>Does anything need to be replaced that's just "tired" (i.e. not damaged or broken)?</p> <p>Will I need to clean or replace anything? Will I need to re-decorate or buy new flooring?</p>

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Hall, stairs and landing

What's the internal decorations like? What's the floor covering like? Is there mould and condensation that I'll have to clean and remove?

Living room(s)

What's the internal decorations like? What's the floor covering like? Is there mould and condensation that I'll have to clean and remove? Do they have children or pets? What wear and tear is there?

Kitchen

Did the tenant replace it? Will I be responsible? What are the units, doors and worktops like? What will they leave? Is there mould and condensation that I'll have to clean and remove? What wear and tear is there?

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Bedroom(s)

Is there built in storage? Will I be responsible? Is there mould and condensation that I'll have to clean and remove? Do they have children or pets? What wear and tear is there?

Bathroom

Did the tenant replace it? Will I be responsible? What are the tiles and fixtures like? Is there mould and condensation that I'll have to clean and remove? Do they have children or pets? What wear and tear is there?

Loft (if applicable)

What's in it? Will it be cleared? Will I be able to clear it if the tenant doesn't?

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Garden (front, if applicable)

What's in it? Will it be cleared? Will I be able to clear it if the tenant doesn't? Will I be able to maintain it? Which boundaries are my responsibility and are they damaged? Do they have pets? What wear and tear is there?

Garden (rear, if applicable)

The front and back gardens will be my responsibility. What's in it? Will it be cleared? Will I be able to clear it if the tenant doesn't? Will I be able to maintain it? Which boundaries are my responsibility?

Garage and outbuildings (if applicable)

The front and back gardens will be my responsibility. What's in it? Will it be cleared? Will I be able to clear it if the tenant doesn't? Will I be able to maintain it? Which boundaries are my responsibility?

Utilities

Who's the supplier? Are they credit or prepayment meters? Are there debts on the meter(s)? Are there cards and keys? I'll need to contact my current supplier when I move.

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Notes

Is there anything else I need to know?

If you're happy to proceed with the assignment, please complete and return the application form to SHAL along with an administration fee of £25.00. You will also need to pay for the necessary safety checks before the assignment goes ahead. The outgoing tenant completes Section 1 and the incoming tenant completes Section 2.

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By completing this application you are confirming you have read and understood all the information provided in this application pack, including your responsibilities. You have also looked at the reasons why SHAL may refuse to consent to the application.

SHAL address:				
1 Who's moving out of the SHAL property?				
1.1 Tenant(s)				
	First name	Last name	Date of birth	NI Number
1				
2				
Home		Mobile		Email
1.2 Household				
	First name	Last name	Date of birth	Relationship to tenant
3				
4				
5				
6				
7				
8				

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1.3 Why do you want to move?	
1.4 Where are you moving to?	
Address	
Landlord	

1.5 Declaration (tenant moving out of the SHAL property)

I confirm I will:

1. Co-operate and engage with SHAL in the application process
2. Make all areas of my home accessible to be inspected thoroughly
3. Pay for the necessary safety checks to be completed including electric, gas, oil and solid fuel (whichever are applicable)
4. Remove all personal belongings and appliances from the property on the day the tenancies are assigned
5. Clear both front and rear gardens (if applicable) of rubbish and personal belongings and leave it in good order
6. Hand over all keys to the property to the incoming tenant on the day the tenancies are assigned

	Tenant	Joint tenant (if applicable)
Signed		
Date		

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By completing this application you are confirming you have read and understood all the information provided in this application pack, including your responsibilities. You have also looked at the reasons why SHAL may refuse to consent to the application.

2 Who's moving into the SHAL property?				
2.1 Tenant(s)				
	First name	Last name	Date of birth	NI Number
1				
2				
Home		Mobile		Email
2.2 Household				
	First name	Last name	Date of birth	Relationship to tenant
3				
4				
5				
6				
7				
8				

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2.3 Why do you want to move?			
2.4 Current tenancy			
Address			
Landlord			
Did you succeed to your tenancy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Housing Officer	Contact details		
Tenancy type			
Start date		End date (if applicable)	

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2.5 Declaration (tenant moving into the SHAL property)

If consent is given for the assignment to go ahead I understand I will:

1. Co-operate and engage with SHAL in the application process and allow approved contractors access to complete important safety checks and lock changes within 24 hours of moving in
2. Arrange for all members of my household to be available to meet SHAL and confirm ID
3. Make all areas of my home accessible to be inspected thoroughly
4. Become responsible for all repairs identified as the incoming tenant's responsibility
5. Complete all repairs identified as the outgoing tenant's responsibility that they do not complete before the tenancies are assigned and any damage (accidental or deliberate) caused by the outgoing tenant
6. Become responsible for any debts left on prepayment utility meters (if applicable)
7. Become responsible for personal belongings (including rubbish) the outgoing tenant may leave behind

	Tenant	Joint tenant (if applicable)
Signed		
Date		

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3 Progressing the application

You can only assign your tenancy with our consent and we're required to confirm our decision within 42 days of receiving your application.

Before we confirm our decision we will:

1. Inspect all properties and carry out follow up inspections if required
2. Meet both the incoming and outgoing tenants and discuss the application and confirm their responsibilities
3. Ask for a reference from the incoming tenant's landlord (if they're not a SHAL tenant). We may want to meet the incoming tenant again to discuss the reference

Consent will only be withheld reasonably and for specific reasons. These reasons will be based on either:

1. Schedule 3 of the Housing Act (1985)
2. Schedule 14 of the Localism Act (2011)
3. SHAL's Mutual Exchange Policy (Annex 3)

We will cancel the application if at any point applicants do not engage or co-operate in the process or we are not able to complete thorough property inspections satisfactorily.