

At Get Living London we own and manage every single private rented home at East Village which means no middlemen and no hassle. It's just you, your flatmates and us.

**We don't do surprises.** We understand that your circumstances may change during the term of your tenancy. We also think it is important that you and your flatmates understand your legal responsibilities as Get Living London residents.

**We don't do fees either.** That means you won't find us asking to be paid extra fees for changing a name on a tenancy agreement so long as the tenancy is not transferred more than two times within the tenancy term and your proposed new flatmates pass referencing first time. That is our promise!

**We just make things simpler.** We'll give you clear advice on timescales and make sure you and your fellow flatmates know what we expect and what you can all expect from us.

So, if you or one of your flatmates wants to move out and everyone else wants to stay, this simple ten-step guide will help. We can't give you legal advice, but the guidance below will help you to understand the process involved.

## Ten Steps for Tenancy Transfers

### Step one- Get things started

Please read your Tenancy Agreement, Clauses E37 and J1 are the most relevant. Remember this is a legally binding agreement containing important undertakings for all parties.

The most important points (see your tenancy agreements for full details) to bear in mind are as follows:-

- Changing flatmates can only take place after the first three months and prior to the last three months of your tenancy.
- If you want to replace a flatmate in the last three months of a fixed term we request that you and your flatmates exercise the break option and request a new tenancy instead, although we cannot guarantee one will be granted.
- Change-over dates for outgoing and new flatmates should be in line with the rent due date so you need to think ahead and ensure the proposed flatmate is referenced as quickly as possible.
- The tenancy can be transferred twice within the tenancy term.
- You can't apply to transfer the tenancy if notice has been served to end the tenancy or if you've been in arrears with the rent.
- The tenant who wants to leave the premises give us written request for permission
- All remaining tenants need to agree to the transfer

We reserve the right to charge a fee for adding or removing a tenant to or from the agreement if you already had two tenancy transfers within the tenancy term.

## Step two - Make a plan

You and your flatmates are jointly liable for the rent and the condition of your home so you all need to make a plan as soon as possible. We recommend that you discuss and agree how you are going to find a suitable new flatmate so that everyone is happy with the approach.

If all of the rent comes out of the account of an outgoing flatmate, make sure the new direct debit is changed immediately to the remaining flatmates. Similarly, if the Council Tax, electricity, water and the heating and hot water bills are in the name of an outgoing flatmate, make sure they are transferred too.

## Step Three - Write to your Relationship Management Team to confirm your wish to transfer

Once you have a plan and agreed it with your flatmates, we require that you formally write to your Relationship Management Team and tell us that you wish to transfer.

You can do this in writing at:

**5 Celebration Avenue  
East Village  
London  
E20 1BD**

**OR send an email direct to your Relationship Management Team**

Tell your Relationship Manager about your proposed new flatmate (including their contact details: Full name, current address, email address and phone number) and your planned timescales so that our Contracts Team can start their work and send everyone an email confirming receipt of your formal notification and advise how they will progress matters with all parties as quickly and efficiently as possible.

## Step Four - Provide us with proposed person details

We will need your proposed new flatmate's details (as per step three) together with photo ID and proof of address.

We are required to check if all future tenant name(s) which will appear on the tenancy transfer documents have a right to rent in the UK and we require the following:

- **Photo ID:** - valid passport or national identity. This needs to be validated and certified by a Get Living London member of staff, who will sign, date, state their name and occupation.
- **Proof of current or permanent address(es)** - a recent (i.e. less than three months old) Council Tax bill, utility bill or bank statement.
- **Documents** – if you require any additional documents allowing you to study or work in the UK such as: residence card, indefinite leave to remain, biometric immigration documents we will need to validate and certify this document as well. If your document shows that you have a time limit on your stay in the UK we will conduct the follow up checks.

[Right to rent information](#)

The proposed new person will need to come to our **Welcome Office at 5 Celebration Avenue, London, E20 1DB** with photo ID, proof of address and any additional documents mentioned above.

### **Step Five- Talk to us.**

We are here to help. Call us if you need any clarification on what you need to do. We will provide you with clear and simple guidance and help devise a plan with timescales.

The speed of moving can vary considerably depending on the date your rent is due (see more on this below), the speed of receiving the new person details, successfully referencing both the proposed new flatmate and (if required) obtaining a guarantor and transferring the responsibility for paying Council Tax and utility bills (if the outgoing flatmate is the bill payer). Assume at least a month but it could be less or more depending on referencing and the rent due date.

We reserve the right to require the outgoing sharer to cover our costs if we have to spend extra time and expense in processing a proposed change. For example, we will ask that the outgoing flatmate covers any additional costs up to a maximum of £150 where a proposed new flatmate fails their referencing, possibly by failing to disclose a 'live' CCJ OR where they simply change their mind and pull out.

It is therefore down to the outgoing resident to be confident that their replacement is suitable. The more you can do to make sure that your proposed new flatmate will pass referencing first time the better for everyone!

### **Step Six - Review the documents we send you**

We will send everyone (the outgoing flatmate, the proposed new flatmate and the remaining flatmates) a letter explaining how we manage changes.

We will also send the proposed new flatmate copies of the original tenancy agreement and inventory so that they can see for themselves their obligations under the tenancy.

### **Step Seven - Get referencing**

We will send the proposed new flatmate an email with a URL link to the on-line referencing form. Our appointed referencing company will obtain the following references: employment, financial and current landlord. In order to complete the referencing process as quickly as possible we recommend that the new person speaks with all referees that they will be contacted shortly by Reference my Tenant.

If the proposed new flatmate needs a guarantor we will send an email to them too.

Don't forget that like you when you first moved in, the proposed new flatmate should not be subject to an active CCJ and their annual salary should be at least 30 times their share of the monthly rent. If their annual salary is not high enough they will need a guarantor.

### **Step Eight – Deposit**

Get Living London release deposits monies only at the end of a tenancy.

Like most residential lettings companies we leave it to the outgoing flatmate to agree with the proposed new flatmate whether the latter pays the former some or all of their share of the deposit monies.

This can be risky for the proposed new flatmate. What if the landlord rightfully seeks to withhold some of the deposit monies at the end of the tenancy for damage done to the property before the new flatmate moved in?

To help reduce this risk, we strongly urge the proposed new flatmate takes care to review the original inventory in detail and undertake their own assessment of the condition of the property before agreeing to pay the outgoing flatmate to cover some or all of their deposit monies.

Once you have all signed the Transfer Deed (see Step Nine), we will update the Tenancy Deposit Scheme (TDS) records and send the remaining flatmates and the new flatmate a certificate so that they can see that their details have been added and that they are properly protected.

### Step Nine - Review and sign Transfer Documents

Once your proposed new flatmate has passed referencing we will send everyone a Transfer Deed to sign via Docusign, our electronic contract signing service.

Also we will send a direct debit mandate to the proposed flatmate to complete and return before the transfer date.

The outgoing flatmate's legal obligations are transferred to the new flatmate as from the transfer date specified in the Transfer Deed.

### Step Ten - Get the move-in date confirmed

Once all parties have signed the Transfer Deed we will write to everyone to confirm that the process is complete and that your new flatmate can now move in on the tenancy transfer date.

It is your responsibility to update the Council and utilities provides with the new tenant name(s).

We hope this helps. If not, then call or email your Relationship Manager who will provide you with any further guidance you may require.

### Finally, two very important pieces of advice about the risks of failing to adhere to this guidance:

If you are an **outgoing flatmate**, you must not leave the property and allow someone else to move into it without adhering to the processes explained in this guidance and to the terms and conditions of the Tenancy Agreement. Failure to follow this guidance and the terms and conditions of the Tenancy Agreement may mean that, even after you have moved out, you will remain liable for the rent and you will be at considerable personal financial risk as a result if the new and remaining flatmates fail to pay rent.

If you are a **remaining flatmate**, it is also in your interests to comply with this guidance and the terms and conditions in the Tenancy Agreement as the same risk applies to you. If you allow someone to move into the property without our permission and who has not passed our referencing checks, they may prove to be unable to pay the rent for which you are jointly and severally liable. In all cases where an unauthorised transfer of the tenancy has taken place, we reserve the right to take such action that is available to us to terminate the tenancy.