

ENDING YOUR TENANCY / CHANGE OF TENANT
INFORMATION



**College
and County**

Welcome to College and County!

As an ARLA PropertyMark registered Letting Agent we endeavour to provide a fair and equitable Tenancy Agreement and level of service to both our Landlord and Tenant.

The following information is intended to provide Tenants with a more detailed guide to the general change of tenant and ending your tenancy process, the relationship between the Landlord and Tenant and the role played by College and County as the Agent.

The Tenancy Agreement will set out the legal obligations of both Landlord and Tenant; and you can also view general copies on our website, under "Tenants" in the Services tab.

There are other queries that are not always so clearly defined, and these notes attempt to answer some of the more frequently asked questions about the process and agreement. If you require further information, please do not hesitate to ask one of our lettings team, although should you require clarification on legal issues, we do recommend that you seek independent legal advice.

This information is for guidance only and does not guarantee the Landlord's agreement.

1. Ending your tenancy

To end your tenancy, you will need to email us (so we have this in writing) your two months of notice. This notice will be deemed as served during our working hours – for instance, if you email us on Saturday evening, this will not be considered as served until Monday at 9am. If you email us during our work hours, it is deemed as served that day. Please note, working hours are not weekends/bank holidays. Once you have served notice, you are not able to change your mind or the date you have served notice for. You are able to move out earlier than the date, but you are responsible for rent and utilities until the date your notice expires on.

Aside from this, you will need to give at least two calendar months of notice, in line with your rent due date. If you pay your rent on 15th of each month, you will need to serve notice before the 14th and then allow two months. Therefore; if you wanted to end your tenancy on 15/06/2027, you need to ensure that you have emailed us no later than 14/04/2027.

Please do be aware that this does not apply to one person leaving a joint tenancy – if one person serves notice, the whole tenancy will be brought to an end. If one person is wishing to leave and the others wish to remain in the house, you will need to request for a change of tenant.

2. Change of Tenant

In a shared tenancy, one Tenant cannot give notice to end a tenancy unless the whole group are leaving. One Tenant can request a change of tenant which in exceptional circumstances, the Landlord can give permission.

The Landlord is under no obligation to permit this change, so it is very helpful if when you email in your request, please could you clearly state the reason/s that you need to leave the house so that the Landlord can decide whether to accept this, before we begin to process anything.

All tenants must agree to any variation of the agreement and there are fees involved (please refer to C&C guide to charges on our website). The tenant/s remain liable for the rent, utilities and all contractual obligations until new tenant/s are found and a agreement of assignment has been executed, regardless of how long this might take (although not after the whole group vacates). There is considerable paperwork to be done to change a tenant on an agreement, all tenants must agree and there are fees involved for varying your agreement (please refer to C&C Guide to Charges on our website).

In any situation, the tenant/s remain liable for the rent, utilities and all contractual obligations until new tenant/s are found, irrespective of how long this might take (although not after the official end of the tenancy).

You will be responsible for finding your replacement to join the tenancy. Once you have, you will need to email a short bio for them, along with their full name and contact details (and copy in the other tenant/s). Once we have this information, we will supply you with the closest date to what you have requested. Please do be aware that we are busy, especially during peak seasons, so this will take a minimum of 1 month to process. The proposed start date will need to fall on a date that your rent is paid.

If you require further information on this please ask a member of the Lettings Team who can talk you through the process in full, specific to your situation. As always, it is your right to seek independent legal advice.

3. Agreement of Assignment, Licence to Occupy and Assured Tenancy Agreement

There are two ways to process a change of tenant all of which vary in costs, time and will depend on the situation and subject to the Landlord/s permission.

If the Tenancy has already started and you want to sublet your room/home for a fixed period of time, then we will only be able to use a Licence to Occupy. This means that you will remain liable for rent and utilities, and the replacement will reimburse you for this. The incoming replacement will not need to pay you a deposit, and your deposit will be returned to you at the end of the tenancy – less any deductions (if any), which you will be liable for as the deposit will remain in your name. The new person will sign to agree to maintain the property to a good standard throughout their stay and can be provided with a copy of the inventory but it is entirely at your discretion and liability to sublet to them.

This is the quickest way to process a change of tenant.

If you are wanting to be removed from the tenancy entirely, an Agreement of Assignment can be done which will mean that you will be released from the contract. The incoming replacement will transfer their portion of the deposit to College and County and take over all liabilities over from the outgoing tenant. The incoming tenant will agree to accept the inventory as per the start of the original tenancy and it is their responsibility to compare the inventory to the current condition of the house - we are not able to be a part of, or facilitate, any discussions relating to the deposit or conduct any checks of the property in relation to this. If they feel there are already damages at the property which may be charged from the deposit at the end of the tenancy, they need to discuss directly with the outgoing tenant and may want to pay a smaller portion of deposit over. We are not able to alter the physical monies we hold as deposit so the incoming and outgoing Tenants will need to agree between themselves whether any deductions would be due, and the new tenant will pay their portion of the deposit (less the agreed deductions) to College and County. On the change date, the outgoing tenant will receive their portion (less any deductions that have been agreed between incoming/outgoing tenant) – you will need to allow time for this to be processed, so it may not be on the change date. **There is absolutely no opportunity for a new inventory or a check-out to be done – the current inventory cannot be amended for any changes.**

The deposit certificate will be updated on the day of the changeover.

At the end of the tenancy, the deposit (less any deductions) will be returned to the new Tenant (the remaining tenants plus the incoming tenant) subject to the original inventory.

Alternatively, if there is a change before you move in, a new tenancy agreement will need to be done whereby this will supersede the current tenancy agreement. The outgoing tenant will lose their holding fee, and the new tenant will need to pay a holding fee directly to College and County, along with their move in monies (less the holding fee) when signing the new agreement - the deposit certificate will be updated on the day of the changeover as we are not able to alter the physical monies we hold as deposit. The outgoing tenant will not be released from the tenancy agreement until a new agreement has been executed.

At the end of the tenancy, the deposit (less any deductions) will be returned to the new Tenant (the remaining tenants plus the incoming tenant) subject to the original inventory.