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, an individual Tenant cannot give notice to end the tenancy unless all Tenants are vacating the Property and the tenancy is ending in full. Requests to replace a Tenant during a fixed-term tenancy are ***not automatically permitted*** *and will only be considered in* ***exceptional circumstances****, at the Landlord's sole discretion. The Landlord is under no obligation to agree to any change of Tenant.*

If you wish to request a change of Tenant, you must submit a written request explaining the exceptional circumstances and reasons why you need to leave the Property, copying in the rest of the group to ensure everyone is aware and in agreement (because you all as a group form the "Tenant"). The Landlord will review the request and decide whether permission will be granted before any further action is taken.

If consent is granted, the responsibility for finding a suitable replacement Tenant rests with the outgoing Tenant. You will need to provide the proposed replacement's full name, contact details and a brief summary of their circumstances. Any replacement Tenant will be subject to the Landlord's approval, referencing, affordability checks and any other requirements deemed necessary.

Any change of Tenant is a variation of the tenancy agreement and requires the Landlord's approval and the written consent of all remaining Tenants. Administration and variation fees will apply (please refer to the C&C Guide to

Charges on our website). Due to the significant administrative work involved, approval should not be assumed at any stage.

The outgoing Tenant will remain jointly and severally liable for the rent, utilities and all other obligations under the tenancy agreement until a replacement Tenant has been approved, all required checks have been completed, and a Deed of Assignment or other relevant legal documentation has been fully executed. This liability continues regardless of how long the process takes.

Please note that, where permission is granted, the process can take a minimum of one month to complete and may take longer during busy periods. Any approved change of Tenant will need take effect on a rent payment date.

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

There are three 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 because the contract is between you and the incoming tenant. 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.*

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 incoming tenant will receive the key and we will process the transfer of the outgoing tenant's portion of the deposit (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 happen on the change date.* ***There is no opportunity for a new inventory or a check-out to be done – the current inventory cannot be amended for any changes. New inventories are only produced when the whole tenancy comes to an end and requires the property to be vacant.***
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 anybody moved 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 deposit payment move in monies 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 which point the balance of rent (less the holding fee already be paid) will be due from the whole group.*

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.