



TENANT CHANGEOVER

What happens when one tenant wants to
move out but the rest want to stay?

A GUIDE FOR TENANTS



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Introduction

Legislation in Scotland changed in December 2017, and we no longer use Short Assured Tenancy leases, rather Private Rented Tenancy Agreements. It therefore means that we cannot change or amend a current running Short Assured Tenancy. A new PRT must be signed instead.

If a tenant wants to move out

All tenants are jointly and severally liable for the rent and all other outgoings (utilities etc.) for the duration of the tenancy. Therefore, if one tenant wants to move out mid tenancy or if the lease has come to a natural end they will have to:

- Be given agreement by the landlord for a change of tenancy, this may be refused.
- Give written notice to the agent and their fellow tenants.
- Find a replacement tenant who is acceptable to both the landlord and the remaining tenants.
- The new PRT will be drawn up – please note that there is a 90 day notice period in the first 90 days, moving to 28 days' notice period thereafter.
- Note you will be advised of any rental increase at this point.
- Pay all necessary fees (these may be due to the contractual obligations being broken).

Bear in mind that an incoming tenant will only be allowed to move in once they have passed tenant referencing. If they do not pass, they will not be able to move into the property.

The incoming tenant should complete their references and also provide copy ID and proof of address - *please see separate tenant reference guide notes.*

Assuming all goes smoothly and the incoming tenant is clear to move in the new Tenancy Agreement will be signed.

Should the outgoing tenant wish to end their Tenancy Agreement at a time the lease is naturally coming to an end, **there must be no break in lease** E.g. If the tenancy is due to come to an end on the 30th June, the new Tenancy Agreement must start from the 1st July.

Remember that the outgoing tenant remains jointly and severally liable for the rent and outgoings until the incoming tenant has moved in. If there is a gap between the outgoing tenant moving out and the incoming tenant moving in, the outgoing tenant remains jointly and severally liable during this time even if they are no longer living at the property.

Liability

Prior to the new Tenancy Agreement starting the incoming tenant must go round the property with the original inventory in hand and check it thoroughly. For easy viewing, the property must be clean, tidy and presentable throughout. If they notice anything amiss (damaged, broken, missing etc.) it must be handwritten on the original inventory along with photographic evidence to support their findings. The inventory should be returned to us 5 working days prior to the start of the new Tenancy Agreement commencing.

Should the incoming tenant insist that the property is in need of a professional clean, we can arrange for a Fineholm representative to assess the level of cleaning required; this visit would be chargeable to the outgoing tenant at a cost of £50 (plus VAT). Fineholm can (if all parties are in agreement) arrange for the property to be professionally cleaned which would be deductible from the existing deposit.

Please note that the incoming tenant will be taking over the outgoing tenants liability, therefore it is

extremely important that the inventory given reflects the current condition of the property, otherwise deductions may be made to the deposit at the end of the new tenancy.

Any deductible amounts for cleaning and damages will need to be agreed with both the existing and outgoing tenant before the new Tenancy Agreement can begin.

Once all parties are happy with the condition and cleanliness of the property, the new Tenancy Agreement can begin, at which point the outgoing tenant's liability will come to an end.

Deposit

The deposit is refundable at this stage (normally tenants split the original amount of the deposit equally between them and it can be returned and split between tenants) dependent on check out findings. If deductions are deemed necessary then discussions will take place between your maintenance manager and the remainder agreed amount returned. A full new deposit amount will be required as it is a new lease agreement and Fineholm will then lodge this with www.safedepositscotland.com. Please note that you must respond to the email sent from www.safedepositscotland.com in order to receive your original deposit return.



Utilities

It is up to the tenants to ensure that the outgoing tenant has paid their share of the utility bills up to the date of moving out and to change names on account if necessary.

And finally...

We hope you will find this Guide helpful in ensuring a smooth tenant changeover. If you have any further questions, please contact Fineholm Letting Services Ltd.

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