



TRANSFER OF CONTRACTS POLICY



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1 SCOPE / PURPOSE

- 1.1 The purpose of this policy is to set out how Adra (Tai) Cyfyngedig ('we', 'us', 'our') deals with transfers of contract.
- 1.2 This policy applies to all secure contract holders and prospective contract holders of properties owned by us.

2 POLICY DETAIL

- 2.1 This policy will explain how a contract can transfer from one person to another.
- 2.2 Contract-holders must receive their landlord's consent in all cases before their contract can be transferred.
- 2.3 An application for consent to transfer must be made in writing.

2.4 TRANSFER OF A CONTRACT TO A POTENTIAL SUCCESSOR (section 114 of the Act)

- 2.4.1 A secure contract-holder can transfer their contract, with Adra's consent to:
- A potential successor, or
 - If there are two or more potential successors, all of the potential successors who wish to be included in the transfer
- 2.4.1 This is detailed in section 114 of the Renting Homes (Wales) Act 2016.
- 2.4.2 If Adra considers that by giving consent to the transfer, it will lengthen substantially the period of the occupation contract, we could impose a condition that the transferee is to be treated as a successor in relation to the occupation contract (paragraph 12 of Schedule 6 of the Renting Homes (Wales) Act 2016)
- 2.4.3 A transferee (new contract-holder) takes over the contract and it continues on the same basis with the same rights and responsibilities of the original contract-holder.

2.5 TRANSFER BETWEEN SECURE CONTRACT HOLDERS (section 118 Renting Homes (Wales) Act 2016)

- 2.5.1 This type of transfer happens when a secure contract-holder transfers their rights and obligations under a contract to another secure contract holder(s). The contract holder(s) must hold a secure contract under which the landlord is a community landlord.
- 2.5.2 Prior to the Renting Homes (Wales) Act 2016, coming into effect, this type of transfer would have been called a 'mutual exchange'.
- 2.5.3 Contract holders must have Adra's consent before they can transfer their contract (consent to be given in accordance with section 84 of the Renting Homes Wales 2016 Act, and having regard to Schedule 6).
- 2.5.4 The transfer process does not have to result in the 'transferees' exchanging homes with one another. It is possible to transfer a contract to another secure contract holder, without accepting an alternative secure contract.
- 2.5.5 There is no limit as to how many contract holders can be involved in an application to transfer request. However, we would advise contract holders that the more people that are involved in the request the more complicated the process is and the likelihood of someone pulling out and changing their minds increases.
- 2.5.6 Contract holders must not charge any premium in relation to a transfer.
- 2.5.7 We will promote this policy to empower contract holders to move to an area or property that is more suitable to their needs and to make the best use of our housing stock.
- 2.5.8 We will work in partnership with other community landlords to assist people to move to more suitable property.
- 2.5.9 Where a transfer request involves a contract holder of another community landlord, that community landlord must also give its consent to their contract holder for the transfer.

2.6 THE TRANSFER PROCESS

- 2.6.1 Contract Holders must apply for consent to transfer by completing the relevant application form, and information on the transfer process is available on our website.
- 2.6.2 Contract holders applying to transfer to another secure contract holder will be advised that the transfer should not take place before written consent for the transfer is given by us and the other community landlord. A transfer without consent will not be valid.

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- 2.6.3 We will thoroughly assess all requests to transfer the contract. This will include eligibility checks with our Rents and Income Service and Neighbourhood Services. We will also, in the case of transferring to another secure contract holder, need to enquire with other community landlord to assess eligibility.
- 2.6.4 Where one of our properties has been adapted, the incoming contract holder may require an assessment from an OT to confirm that they require the adaptations, and that the property is suitable to their needs
- 2.6.5 When an applicant is an Adra contract-holder, we will carry out an inspection on applicant's home in order to assess the state of repair and decorative condition of the property. Should Adra identify any issues in relation to the condition of the property, permission may be given subject to those conditions being resolved before transfer.
- 2.6.6 We will give a written reply of our decision regarding the request to transfer within one month of having received sufficient information which allows us to make our decision.
- 2.6.7 If consent is given it will be granted on the condition that the transfer is at no cost to us and that the contract holder accepts the property in its present condition.
- 2.6.8 Consent may also be given for a transfer subject to further conditions for example, that any outstanding rent arrears or other monies owed to us are cleared or a breach of contract remedied.
- 2.6.9 We will carry out gas and electrical safety checks on our properties where the transfer is to another secure contract holder. Contract holders are required to allow access for these safety inspections.
- 2.6.10 We will ensure that all transfers are processed in accordance with best practice and comply with relevant policy and legislation.

2.7 WITHHOLDING CONSENT

- 2.7.1 Chapter 9 of Part 3 to the Renting Homes (Wales) Act 2016 applies to all applications for consent. We will not unreasonably withhold consent but will consider the grounds under Schedule 6 of Renting Homes (Wales) Act 2016 and ensure effective use of our stock when making our decision. Examples of things we will consider are:
- the status of contracts i.e. whether the landlord or the contract holder has taken any steps to terminate the contract.

- the size of the property i.e. is it substantially bigger or smaller for the incoming or outgoing contract holder's needs.
- the suitability of the properties e.g. does the property have any special features such as disability adaptations or are they supported living sites.
- will the new contract holder conflict with the objectives of Adra's charitable status.
- is the new contract-holder guilty of anti-social or unacceptable behaviour
- whether a new contract-holder is deemed to be potential successor.

2.7.1 Consent for a transfer could be given subject to conditions, for example that any outstanding rent arrears are re-paid or a breach of tenancy remedied.

2.7.2 In rare and exceptional circumstances there may be other reasons why we may need to refuse a transfer. Examples would be:

- If the property has been identified for disposal once current contract has ended
- Where there are restrictions on the allocation of certain dwellings, for example to people from the locality.

2.7.3 If a request to transfer is refused by us, we will inform the applicants of our decision, along with our reasoning for coming to that decision.

2.7.4 Should a transfer take place before a written application for consent is made, we will insist that all parties return to their original homes, as we cannot give consent after a transfer has already happened.

3 COMPLAINTS

3.1.1 Adra recognises your right to bring forward a complaint in relation to the exercise of this policy. Any such complaint will be dealt with under the CCpol01 – Complaints and Concerns Policy.

3.1.2 Adra will ensure that any decisions relevant to this policy are reasonable and comply with relevant policy and legislation

4 REVIEW OF DECISION

4.1.1 Adra recognises the right to request a review of any decision relating to this policy. Any such review will be dealt with following our CCp04- Review of Decision process

4.1.2 Adra will ensure that any decisions relevant to this policy are reasonable and comply with relevant policy and legislation.

5 RESPONSIBILITIES AND ARRANGEMENTS

5.1.1

Role <i>[e.g. Director, HR Team etc.]</i>	Responsibility
Director of Customers and Communities	For the purpose of this policy the Director of Customers and Communities will be responsible in ensuring that this policy is applied effectively, and that staff are trained appropriately in the procedures associated with this policy.

6 RELEVANT LEGISLATION AND GUIDANCE

6.1.1 The following publications and legislation have been referenced during the drafting of this policy:

- Renting Homes (Wales) Act 2016
- Housing Act 1996

6.1.2 These following documents have been referred to when drafting this policy:

- CCpol01 – Complaints and Concerns Policy.

7 RECORD OF REVISIONS TO THIS POLICY

7.1.1 This policy will be reviewed every 3 years or sooner if changes in legislation, best practice or our other relevant policies make it necessary.

Issue	Date	Comments (What has been revised?)	Written By	Approved for content
1	Feb 2017		MP	ER
2	May 2020	The policy has been revised in accordance with the policy review schedule. No legislative changes have been made to the policy. The document has been updated to reflect our new brand as well as a new document control (previously TSpol03). An FAQ document (NSI12) has been produced to replace the previous leaflet (TSI06).	GJ	SH



3	Dec 2022	Change in legislation because of Renting Homes Wales Act 2016	AR	
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8 EQUALITY AND DIVERSITY

- 8.1.1 In applying this policy, we will be committed to treating all enquiries fairly and in compliance with Adra’s Equality and Diversity policy.
- 8.1.2 We will ensure that this service is fully accessible to everyone who is eligible or has a legitimate interest in an assignment of tenancy.
- 8.1.3 This policy has been through an initial screening and has been deemed not suitable for a full equality impact assessment.

9 DATA PROTECTION

9.1 As part of its development, this document and its impact on data privacy has been assessed via a Data Protection Screening, and actions will be implemented as required. Any data gathered for the use of this policy shall be treated with the utmost confidentiality.