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## TRANSFER OF CONTRACT 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 Adra.
- 1.3 For the purpose of 'the Transfer Process' within this policy, Adra's existing contract-holder wishing to transfer will be referred to as 'the applicant'. The other party wishing to transfer (Adra contract-holder or otherwise) will be referred to as a 'potential incoming contract-holder'.

## 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 written 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 Adra will ask for reasonable information to consider the request within the relevant timeframe as set out in Sections 84-86 of the Renting Homes (Wales) Act 2016.
- 2.5 Adra will consider Schedule 6 of the Renting Homes (Wales) Act 2016 when deciding to provide its consent/withhold consent.
- 2.6 Contract-holders must not charge any premium in relation to a transfer.
- 2.7 Adra will, following consideration of the request:
- Give written consent
  - Give written consent with reasonable conditions or
  - Withhold consent (refuse)

### 2.8 **TRANSFER OF A CONTRACT TO A POTENTIAL SUCCESSOR (section 114 of the Renting Homes (Wales) Act 2016)**

- 2.8.1 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.

2.8.2 This is detailed in section 114 of the Renting Homes (Wales) Act 2016.

2.8.3 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).

2.8.4 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.

## **2.9 TRANSFER BETWEEN SECURE CONTRACT-HOLDERS (section 118 Renting Homes (Wales) Act 2016)**

2.9.1 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.

2.9.2 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).

2.9.3 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.

2.9.4 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/or changing their minds increases.

2.9.5 Adra will work in partnership with other community landlords to assist people to move to more suitable property.

2.9.6 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.



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## 2.10 GENERAL TRANSFER

- 2.10.1 This type of transfer happens when a secure contract-holder transfers their rights and obligations under a contract to another individual over the age of 18 years.
- 2.10.2 This type of transfer is only available if the secure occupation contract of the contract-holder allows for it, and Adra consents in writing to the transfer (consent to be given in accordance with section 84 of the Renting Homes Wales 2016 Act, and having regard to Schedule 6).
- 2.10.3 It is possible to transfer a contract to another individual, without accepting an alternative secure occupation contract.

## 2.11 THE TRANSFER PROCESS

- 2.11.1 Contract-holders (the applicant) must apply in writing for consent to transfer. This may be done by completing the relevant application form that is available on Adra's website.
- 2.11.2 Applicant, applying to transfer will be advised that the transfer should not take place before written consent for the transfer is given by Adra and the other community landlord. A transfer without consent will not be valid.
- 2.11.3 Adra will thoroughly assess all requests to transfer the contract.
- 2.11.4 Examples of some of the circumstances which must be taken into account when assessing the application are (this list is not exhaustive):
- eligibility checks with our Rents and Income Service and Neighbourhood Services.
  - the status of contracts i.e. whether the landlord or the applicant has taken any steps to terminate the contract.
  - the size and suitability of the property i.e. is it substantially bigger or smaller for the incoming potential contract-holder or applicant needs.
  - the suitability of the property e.g. does the property have any special features such as disability adaptations or are they supported living sites. Or, that the property is not suitable to the needs of the person who will occupy the property.
  - the eligibility of the 'potential incoming contract-holder' when considering factors such as Adra's allocation rules generally and/or criteria for the allocation of accommodation (see paragraph 7 of Schedule 6 for further information).



- will the 'potential incoming contract-holder' conflict with the objectives of Adra's charitable status.
- the conduct of the applicant and whether the potential incoming contract-holder has been in breach of the occupation contract and/or engaged in anti-social, unacceptable behaviour or an ongoing dispute.
- whether a 'potential incoming contract-holder' is deemed to be potential successor.
- Adra will also, in the case of transferring to another secure contract-holder, need to enquire with other community landlord to assess eligibility.

2.11.5 Adra will request any additional reasonable information required to assess the application within 14 days from receipt of the completed application form.

2.11.6 Where one of our properties has been adapted, the potential incoming contract-holder may require an assessment from an Occupational Therapist to confirm that they require the adaptations, and that the property is suitable to their needs.

2.11.7 When the 'potential incoming contract-holder' is an Adra contract-holder, we will carry out an inspection on the 'potential incoming contract-holder' home in order to assess the state of repair and decorative condition of the property.

## **2.12 DECISION**

### **Consent:**

2.12.1 If consent is given it will be granted on the condition that the transfer is at no cost to Adra and that the 'potential incoming contract-holder' accepts the property in its present condition.

2.12.2 The consent will be given within the statutory time limits; One month from the date of the request for consent; or if further reasonable information has been requested, within one month of the receipt of that information.

2.12.3 If Adra do not give or refuse consent in writing before the end of the relevant period, the case will be treated as having consented without conditions.



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**Consent with conditions:**

- 2.12.4 Consent may also be given for a transfer subject to reasonable conditions. Examples of these conditions may include, that any outstanding rent arrears or other monies owed to us are cleared or a breach of contract remedied. Or, for example 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.
- 2.12.5 Another example of a reasonable condition that will be applied to the consent includes; Adra will carry out gas and electrical safety checks (on the transfer of contract date), on our properties where the transfer is to another secure contract-holder. Contract-holders are required to allow access for these safety inspections.
- 2.12.6 Adra will ensure that all transfers are processed in accordance with best practice and comply with relevant policy, processes and legislation.

**Withholding Consent (refuse):**

- 2.12.7 Chapter 9 of Part 3 to the Renting Homes (Wales) Act 2016 applies to all applications for consent. Adra 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.
- 2.12.8 Adra will not give consent subject to unreasonable conditions.
- 2.12.9 In some circumstances, there may be reasons why Adra may need to withhold consent to a transfer. Examples would be:
- If the property has been identified for disposal once current contract has ended.
  - The eligibility of the 'potential incoming contract-holder' when considering factors such as Adra's allocation rules generally and/or criteria for the allocation of accommodation (see paragraph 7 of Schedule 6 for further information). For example, where there are restrictions on the allocation of certain dwellings, such as to people from the locality.
- 2.12.10 If a request to transfer is refused by Adra, we will inform the applicants of the decision in writing, along with the reasoning for coming to that decision.



2.12.11 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.

2.12.12 It is vital that written consent is granted and all the landlord’s relevant paperwork is complete before the transfer. Should a transfer take place before receiving written consent and completing all relevant paperwork, Adra will ask you to move back, and we would retract our agreement.

**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 DOCUMENTS**

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.
- NSf54 Application to Transfer Contract to Another Secure Contract Holder
- NSp18 – Decisions Requiring Consent Process
- NSf78 Schedule 6 Checklist
- NSI20 Transferring a Contract Factsheet
- NSf72 - RHW10 – Form of Transfer, Transfer of an Occupation Contract
- NSf76 - RHW11 – Form of Transfer, Transfer of Rights and Obligations
- WHQSpol03 Adaptations Policy
- Allocations Policies (Gwynedd/SARTH/ Wrexham).

## **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.

<b>Issue</b>	<b>Date</b>	<b>Comments (What has been revised?)</b>	<b>Written By</b>	<b>Approved for content</b>
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	
4	June 2025	Policy due for 3-year review. This review includes additional details and examples relating to the assessment process and Schedule 6 of the Renting Homes (Wales) Act 2016. Also, references the relevant operational documents.	TCJ	EW

**8 EQUALITY AND DIVERSITY**

- 8.1.1 In applying this policy, Adra 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**

- 9.1.1 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.