

Assigning an agreement

Residential Parks Act 2007

Request to assign an agreement

Part A Resident to complete

Name of resident	
Address of rented property	
Name of park owner	

I offer the following person/s for your approval to take over the agreement I have with you.

End date of fixed term agreement: / /

Resident 1 offered	Name	
	Telephone	Mobile
	Email	

Resident 2 offered	Name	
	Telephone	Mobile
	Email	

Resident's signature
Signature:
Date: / /

Part B Park owner to complete

Park owner or operator	Full Name (<i>if a company, use company name not trading name</i>)	
	Telephone	Mobile
	Email	

I consent /do not consent to the assignment of the agreement to the applicants listed in this form.

Park owner's signature		
Signature:		
Date:	/	/

The park owner must complete page 2 of this notice and return this notice to the resident within 7 days of receipt. If it is not returned, it will be taken that consent to the assignment has been given.

See further information on the following page about assigning an agreement.

Section 48 of the Residential Parks Act 2007 provides:

- (1) A resident under a residential park agreement may assign the resident's interest in the agreement to another person by written or oral agreement with the other person.
- (2) However, it is a term of a residential park agreement that –
 - a. the resident must not assign the resident's interest without the written consent of the park owner; but
 - b. the park owner –
 - i. must not unreasonably withhold consent; and
 - ii. must not make a charge for giving consent or considering an application for consent exceeding the park owner's reasonable expenses.
- (3) The park owner is to be taken to have consented to an assignment if –
 - a. the resident –
 - i. has given the park owner written notice of the assignment setting out the full name and contact details of the proposed assignee; and
 - ii. has requested the park owner to consent to the assignment by signing and returning the notice to the resident; and
 - b. the park owner has not consented, or refused to consent, to the assignment within 7 days after receipt of the notice of the assignment.
- (4) The absence of consent does not invalidate an assignment.
- (5) However, if the park owner's consent to an assignment is not obtained, the resident who assigns the interest remains liable to the park owner under the residential park agreement (together with the new resident, who is jointly and severally liable) unless the park owner has unreasonably withheld consent.
- (6) This continuing liability of the assignor does not apply, in the case of a residential park agreement for a periodic tenancy, to a liability accruing more than 21 days after the park owner became aware or ought reasonably to have become aware of the assignment (whichever is the earlier).
- (7) If the park owner's consent to an assignment is not obtained and the park owner had, before the assignment, served a notice of termination on the assignor, the park owner may enforce the notice against the assignee.
- (8) The park owner may terminate a residential park agreement on the ground that the resident has assigned the resident's interest without the park owner's consent, but only if the park owner has not unreasonably withheld consent and serves the notice of termination within 21 days after the time the park owner became aware or ought reasonably to have become aware of the assignment (whichever is the earlier).
- (9) The effect of an assignment under this section is that the assignee is substituted for the assignor as a resident under the residential park agreement (but the assignor remains responsible for liabilities that accrued before the date of the assignment).
- (10) An assignee is liable to indemnify the assignor for liabilities incurred by the assignor to the park owner because of a breach of the residential park agreement by the assignee.
- (11) If the resident assigns the resident's interest, an amount paid by the resident and held by way of a bond will (unless the parties agree to the contrary) continue to be held as a bond for the proper performance by the assignee of obligations under the residential park agreement.