

Change of Occupier Evidence

The types of evidence listed in this document have been approved by Ofgem as evidence which may be used to demonstrate that there has been a Change of Occupier.

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Primary Evidence

Lease

A lease is an agreement between the owner of the property (the landlord) and an occupier (the tenant) under which the landlord agrees that the tenant can occupy the property.

A new lease would indicate that the property has a new occupier (the tenant), unless the tenant is the same entity which previously occupied the property (under a previous lease or other arrangement).

A signed and dated copy of the new lease between the landlord and tenant (both parties details completed) should be provided.

Although long leases need to be in writing, it is possible to agree a shorter lease by oral agreement. Some written evidence can nevertheless be expected – for examples, emails or letters.

Sub-Lease

A sub-lease is the same as a lease – see above.

A sub-lease arises where the landlord is itself a tenant under an existing lease (the head lease).

Tenancy Agreement

A tenancy agreement is the same as a lease – see above.

Contractual right or license to use a property

It is possible for an entity to use a property under a contractual arrangement that does not amount to a lease – or for an entity to occupy a property under a document that is not called a lease. The name given to a document is not a reason for rejection, and the same considerations apply.

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Lease/Tenancy Surrender

A lease/tenancy surrender is an agreement between a tenant and landlord to end the lease/tenancy agreement.

A surrender would indicate that the property has a new occupier (the landlord), because a surrender indicates that the landlord has re-entered the property and that the tenant has ceased to occupy the property. There might also be a new lease to a new tenant.

A signed and dated copy of the surrender between the landlord and the tenant (both parties details completed) should be provided.

Lease/Tenancy Termination

A surrender (see above) is an agreement to end a lease/tenancy. However, it may also be possible for a tenant or a landlord to end a lease/tenancy on notice (depending on the terms of the lease/tenancy) – for example, because there has been a breach or because there is a break right.

Termination of a lease/tenancy would indicate that the property has a new occupier (the landlord). There might also be a new lease to a new tenant.

A signed and dated copy of the notice by which the landlord or the tenant ended the lease/tenancy should be provided. A copy of the lease/tenancy with an explanation of the clause under which the notice was given might also be requested.

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Sale of a Property (TR1)

Sale of a property would normally entail transfer of the legal title in the property from one entity (the seller/transferor) to another (the buyer/transferee). This may be the sale of a freehold title or the sale of long-leasehold title.

Sale of a property from one occupier to another would indicate that the property has a new occupier (the buyer/transferee). However, this will not be the case if the property is occupied by a tenant who remains in occupation.

The sale of a property in England & Wales will normally be documented in a standard form published by HM Land Registry (England & Wales) – usually a TR1. The sale of a property in Scotland will normally be documented in a disposition deed.

A signed and dated copy of the transfer document between the seller/transferor and the buyer/transferee (both parties details completed) should be provided.

Title Deeds / Land Registry

If it is necessary to establish which entity owns a property, then it will normally be possible to check online.

HM Land Registry (in England & Wales) and the Land Register of Scotland (in Scotland) hold digital copies of title records for every registered property in Great Britain. Official copies can be requested from the land registries for a fee. The customer or its broker may provide a copy.

A relatively small number of properties remain unregistered. Where this is the case, the owner of the property will hold title deeds.

The land registries or title deeds will not evidence a change in occupier, but might be useful in checking who owns the property. There is an inevitable delay between ownership of a property transferring and the land registries being updated to reflect the change in ownership.

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Secondary Evidence

Mortgage Agreement

A copy of a mortgage agreement between the borrower and the lender could be provided. The borrower under a mortgage agreement will likely own the property but might not occupy the property.

Note – new mortgage does not necessarily indicate Change of Occupier.

Mortgage Completion Certificate

A signed copy of a certificate that a mortgage between the borrower and the lender has been completed could be provided. The borrower under a mortgage agreement will likely own the property but might not occupy the property.

Note – mortgage completion certificate does not necessarily indicate of Change of Occupier.

Insolvency Notice

A copy of an insolvency notice from the relevant insolvency authority could be provided. If a company becomes insolvent, then this will also be recorded on Companies House.

Insolvency of a customer will likely lead to a change of occupier, but not immediately.

If the entity which owns a property becomes insolvent, the property might be sold to another entity (see sale of property above).

If the entity which occupies a property under a lease becomes insolvent, then the landlord might terminate the lease (see termination of a lease above), or the liquidator may disclaim (end) the lease.

Bank Letter

A signed letter from a bank which provides confirmation that there has been a COO, and which confirms the date of the COO, and the parties involved.

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Solicitor's Letter

A signed letter from a solicitor which provides confirmation that there has been a COO, and which confirms the date of the COO and the parties involved.

Administrator's Letter

A signed letter from an administrator providing relevant information about the property and parties should be provided if applicable.

If the company under administration continues to occupy the premises, then there will be no COO.

Landlord Letter

A sole trader Landlord may provide a letter confirming that they have taken back ownership of the premises from a specified date or that they have leased to a new tenant from a specified date. Landlord information can be verified via a HM Land Registry or Register of Scotland search (as applicable) if required.

Death Certificate

In the case of a sole trader a death certificate can be provided to move the account into the name of the executor or administrator.

Business Rates Bills and/or evidence of exemption

A copy of any applicable business rates bills dated on or after the need or request for evidence should be provided. The bills should be in the name of the business connected with the relevant address.

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Invoices

Bill, invoice or receipt for other utilities bill, council tax, brewery equipment. Must include the company name and address.

Water Supply Contract

Contract for the supply of water.

Estate agent letter

Confirming move in or move out. On headed paper and setting out the Consumer name / business name and the address.

Tenancy at will

Allows a tenant to occupy a property indefinitely, with both the landlord and the tenant able to end the agreement by giving immediate notice whenever they choose. It is generally used as a short-term or interim solution for the occupation of commercial premises.

Early access agreement

The tenant is allowed early access to the property to carry out fitting out works after completion of the landlord's works but before the completion of the lease.

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