

Mutual Exchange Policy

In this policy, 'Flagship Group' ('we') includes the housing associations trading as Newtide Homes, Samphire Homes, and Victory Homes.

Tenants may 'swap' homes, with agreement from their landlords, this is known as a 'mutual exchange'.

Flagship Group will ensure that mutual exchanges are accessible and enable housing mobility. This policy outlines how we will assess your eligibility (for tenants staying within Flagship Group or coming into a Flagship Group home) and give consent to mutual exchange.

If you are completing an exchange with another landlord, outside the Flagship Group, you will follow their policy and procedure in addition to ours.

Department	Housing
Policy Owner	Managing Directors (Housing)
Approved Date	April 2024
Date for Review	April 2027
Approving Body	Customer Committee – date TBC
Legal Advice From	In-house counsel
Equality Impact Assessment Date	29 April 2024
Version Number	1.3

Finding a mutual exchange

It is your responsibility to find a suitable exchange. The most common way is by using online mutual exchange sites. We will provide free access for our tenants to at least one online mutual exchange site (please see our website for more details). If you cannot access the internet, we will provide you with support.

We will ensure our property is safe for you to move into and we will try to complete any repairs that are our responsibility prior to the exchange; however, it is your responsibility to arrange viewings and check the condition and decorative state of the home, as we will not be liable for any works that are the responsibility of the tenant moving out. It is your responsibility to view each room of the home thoroughly and make sufficient enquiries to help you decide whether the home and local area are suitable for you, before agreeing to an exchange.

Eligibility to exchange

For a mutual exchange to take place you must have:

- a secure, assured, or fixed-term tenancy with a statutory or contractual right to exchange (starter tenancies do not have a right to exchange)
- a landlord that is either a local authority or housing association or other registered provider of social housing, and
- written consent of all landlords involved.

As part of the application process, we will complete an affordability assessment with you to ensure you can afford to pay the rent and run the home.

If our home has been adapted, you may also be required to provide a report from an Occupational Therapist to confirm you or your household requires the adaptations.

We may ask for supporting information to demonstrate that you meet the criteria to exchange.

Consent to exchange

We do not like to refuse mutual exchanges; however, sometimes we must. The reasons we may refuse an exchange are set out in Appendix 1 and 2 (which applies to secure, assured tenancies and fixed-term tenancies). If we do refuse you will be notified of the reason.

We have a legal obligation to let you know whether the exchange can go ahead within 42 days of receiving your application form. We will try and make the decision sooner where possible. If you wish to exchange and you have a pet, you should ensure that pets are permitted in the new home.

You should not arrange or pay for any removal costs or other items until consent for the exchange has been given and the move date has been agreed upon by the landlords.

If you are given consent to exchange, it is your responsibility to discuss moving dates with your exchange partner, when you will swap keys, read all utility meters and agree on what possessions will be left in the property if any, such as curtain poles.

If a mutual exchange has not been authorised and you exchange without consent, we will consider taking legal action to take possession of the property.

How the exchange is completed

This is important to know because you will either be taking on the tenancy of the outgoing tenant or getting a new tenancy. The way the exchange is completed depends on the type of tenancy that the exchanging tenants hold.

If the mutual exchange is completed by a 'Deed of Assignment', you take on the tenancy of the outgoing tenant, the rent will stay the same and you will not get a new tenancy agreement. If the previous tenant has used their right to succession, no additional rights will be granted – (succession is when a home is transferred from the tenant to the spouse or civil partner or member of the family upon the tenant's death).

If the mutual exchange is complete by 'Surrender and Grant' you will get a new tenancy agreement in your name, with new rights of succession; however, the rent you pay may not be the same as the outgoing tenant.

We will explain the terms and conditions of the tenancy that the incoming tenant takes on before the exchange, but we will also advise you to seek legal advice about any loss or gain of tenancy rights.

Appeals

You can appeal if we refuse your request to exchange. You must do this within 14 days from the date the refusal decision was made, including all relevant and supporting information. If you are unable to appeal in writing, then reasonable adjustments will be made.

Any appeal will be considered by members of staff who were not involved in the original decision and will respond within 14 days of receiving the appeal.

Further information about this policy

EIA statement

An Equality Impact Assessment was undertaken for this policy on 29 April 2024, and all identified negative impacts have been mitigated.

Training statement

This policy will be trained to all members of our housing teams.

Measuring Effectiveness

A policy effectiveness review will be completed by the Heads of Housing every three years or as necessary.

Review Period

This policy will be reviewed as necessary, and at least every three years.

Appendix One

Grounds for refusing consent to the exchange of an assured, secure or fixed term tenancy under schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011.

- Any rent which is due lawfully from a tenant of one of the existing tenancies has not been paid;
- One of the legal requirements of the existing tenancies has been broken or not performed;
- A court order for possession or a suspended possession order has been made for either home;
- The landlord has served a 'Notice Of Seeking Possession' (NOSP) and the notice is still in force, or possession proceedings have started;
- The home is much larger than is reasonably needed by the tenant(s);
- The home is not reasonably suitable to the needs of the new tenants and their household;
- The home is part of, or close to, a building that is held for purposes other than housing;
- The property is situated in a cemetery and was let in connection with employment with the landlord or with a local authority, a new town corporation, housing action trust, an urban development corporation, or the governors of a grant-aided school;
- The landlord is a charity, and the new tenant occupying the home would result in a conflict with the objects of the charity;
- The home has been substantially adapted so it can be occupied by a physically disabled person, and if the exchange went ahead, a physically disabled person would not be living there;
- The landlord lets properties to people in difficult circumstances (other than merely financial circumstances) and the new tenant would not fulfil these criteria;
- The home is let to people with special needs and there is a social service or special facility nearby to the properties to assist people with those special needs, and if the exchange was to go ahead no person with those special needs would be living there;
- The property is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants, (subject to the agreement) and at least half of the tenants of the properties are members of the association. Furthermore, the new tenant is not such a member nor is willing to become one;
- An injunction order under section 153 of the Housing Act 1996, an anti-social behaviour order, a Demotion Order, a possession order under Ground 2 for secure tenancies or Ground 14 for assured tenancies is in force, or an application for one of those is pending either against the tenant, the new tenant or a person who lives with either of them.

Appendix Two

Additional reasons we may refuse an exchange.

This list is not exhaustive:

- You, the incoming tenant(s), cannot demonstrate that you can afford the home (e.g. due to elements of the Welfare Reform Act);
- The home has been identified for disposal after the current tenancy has ended (e.g. if the tenancy was issued under a scheme such as mortgage rescue or downward staircasing);
- The home is designated for a specific client group (e.g. keyworkers, vulnerable adults etc.);
- The home is subject to a Local Lettings policy or Section 106 agreement and permitting the mutual exchange would not meet the criteria of these policies;
- The home is unsuitable for you, as incoming tenant, for reasons other than those already covered by grounds in Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011;
- We have previously had to evict or obtain an injunction or any similar order against the proposed incoming tenant or a member of their household, or we have information that another registered provider has done this or is planning to do this;
- There have been significant breaches of tenancy, a Notice to Seek Possession or a Court Order issued to you via another registered social housing provider;
- Where required, the tenant and/or adult household members have not allowed a Right to Rent check to be completed;
- Where we have reason to believe that you or the other exchange party does not intend to live permanently in the exchange home;
- Where you, as incoming tenant, or a member of your household owns or holds a tenancy of a home other than the home you are exchanging from;

If there is any other obligation under the tenancy that has not been met, or a breach of the tenancy, this must be remedied by the date of the proposed exchange