



## Policy Document: Mutual Exchanges

<b>Policy:</b>	Mutual Exchange Policy
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### 1. PURPOSE

### 2. POLICY STATEMENT

- Landlord's consent
- Mutual Exchanges without permission
- Conditional consent
- Implications of assignments of Mutual Exchange
- Waive the right to refuse a Mutual Exchange

### 3. ELIGIBILITY

- Secure Tenancies
- Assured Tenancies
- Fixed Term Tenancies of 2+ years
- Starter Tenancies

### 4. RESPONSIBILITIES

### 5. EQUALITY AND DIVERSITY

### 6. REFERENCES

### 7. MONITORING AND REVIEW

### 8. APPENDICES

## 1. PURPOSE:

Tuntum recognises that our customers' needs change throughout their lives and tenancies, and that this may result in a need to move homes. Exchanging homes is often the easiest and quickest way to move, and this policy will outline how this service can be maximised for this purpose. Tuntum encourages Mutual Exchanges as an effective way of increasing tenant mobility.

## 2. POLICY STATEMENT

Tuntum's Assured and Secure tenants have a legal right to exchange their home either statutorily or through rights given in the tenancy agreement.

We will participate in national and local mobility and exchange schemes such as Homeswapper. We will provide tenants with free access to HomeSwapper; either they can register online or, if this is not possible, we may list their property for them and may provide them with a list of matches each month. It will then be the tenant's responsibility to pursue potential exchanges.

We will determine your application to exchange within 42 days of receiving it.

We can only refuse permission for you to exchange for the reasons set out in the Housing Act 1985 and as detailed within this policy. Grounds by which a request to exchange can be refused, or granted conditional consent, are detailed in Appendix 2.

Written permission must be obtained from all landlords involved in the Mutual Exchange, before any exchange takes place.

We will carry out a free electric and gas safety check on all our properties prior to a mutual exchange taking place.

The condition you are willing to accept the property in should be discussed and agreed by you and the person you are exchanging with before you move. If you are not happy to accept the property in the condition it is in, then you should not agree to move.

You are not being offered a new tenancy but 'swapping' (assigning by way of exchange) your existing tenancy. In doing so you take over the terms and conditions of each other's tenancy.

Tenants can mutually exchange to any part of the UK, but all tenants may be restricted from moving to a property not suited to their housing needs. For example: Moving to a property which results in under occupation of more than one bedroom may be refused. Tuntum would also refuse a Mutual

Exchange should the exchange mean your property will be too small to meet the needs of the household.

We will respond to any requests for advice or guidance within 3 working days.

We will provide you with advice and support as appropriate.

Tantum tenants have the right to request a review of their request if they disagree with the decision to refuse consent to a mutual exchange. This request must be made in writing to the Head of Service.

### **Landlord's Consent**

The written consent of all landlords involved with an exchange is required before the exchanges take place. The National Housing Federation and the Homes and Communities agency have made it a requirement that all registered providers give consent by means of a License to Assign.

If consent is to be withheld, a notice must be served within **42 days** of the tenant's application to exchange. The notice must specify the ground for withholding consent and give reasons for it.

If Tantum's tenant wishes to exchange with another person and the other landlord refuses consent, it is the responsibility of the other tenant, and not Tantum or Tantum's tenant, to pursue this if there is reason to believe that the refusal was not reasonable. The right can be legally enforced only by the tenant against the landlord; and not by landlords against each other.

A mutual exchange should only go ahead with the agreement of both landlords. The right to assign a secure or assured tenancy exists only to effect exchanges: if both tenancies are not assigned, neither of them can be.

### **Mutual Exchanges without permission**

If tenants exchange without permission from both of the landlords the exchange is not legal. The options available to the landlords involved are:

- to confirm the exchange and ask the tenants to complete the paperwork; or,
- to take action to bring the tenancy to an end.
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The incoming tenant does not have any form of security of tenure and can be treated as a squatter. However, firstly the tenancy of the original occupant must be brought to an end. If it is decided that squatter action is to be taken, rent from the new occupants should not be accepted (See Illegal Occupation Procedure).

## **Conditional Consent**

Providing the tenant is notified within the statutory 42 days, the landlord can attach a condition to any consent in the case of secure or assured tenancies. The exchange cannot take place until the condition is met. The landlord will notify the tenant of the condition in writing and the timescales for completion.

## **Implications of assignments of Mutual Exchange**

Each tenant takes on the terms and conditions of the other party's tenancy.

The exchange may result in a change of tenancy type from secure to assured or assured to secure. Consequently tenancy rights will alter, e.g. loss of Right To Buy and a fair rent.

The incoming tenant cannot be held responsible for liabilities under the tenancy prior to the date of exchange, e.g. rent arrears.

The incoming tenant accepts the property in the condition that they find it.

Other than repairs which are Tuntum's legal responsibility to carry out, Tuntum will not undertake internal redecoration, cleaning and will not carry out repairs that were the former tenant's responsibility.

Each case will be looked into on an individual basis, however generally tenants moving by Mutual Exchange will not qualify to receive decoration vouchers offered by Tuntum. Tenants will also be expected to cover their own removal costs.

## **Waive the right to refuse a Mutual Exchange**

Tuntum Housing Association will endeavour to work with tenants affected by Welfare reform, and including applicants who are either under-occupying or overcrowding.

This means that Tuntum may choose to waive our right to refusal of an exchange where there are rent arrears, and where the exchange would prevent further accrual of arrears by agreement of a payment plan.

Tuntum will only consider waiving its right to refuse a mutual exchange if the exchange would:

- 1 improve the tenant's financial situation,
- 2 resolve under-occupation,
- 3 result in a repayment of arrears outstanding to Tuntum.

If all three of these criteria are not met, then Tuntum will not consider a waiver and Tuntum reserves the rights as highlighted within this policy to refuse the exchange on any of the Grounds stated above.

If Tuntum exercises a Waiver, this would happen prior to completion of the Mutual Exchange by way of approval from the Head of Service, and with the requirement of an Addendum to the new Tenancy Agreement that is assigned.

A mutual exchange will only be permitted if a tenant accepts liability for the debt on their current property. This will happen by way of an Addendum to the new tenancy agreement for the new property which stipulates a plan of repayment of the debt at a reasonable level.

Prior to any Mutual Exchange being finalized, the tenant will need to sign a declaration to evidence that Tuntum have formally informed the tenant of requirement to pay the debt and also that the tenant has been formally informed that failure to adhere to the terms of repayment of this debt may result in further actions taken against them, in line with the Rent Arrears Escalation policy (Appendix 16).

For tenants with existing arrears wishing to move, the best option would be an internal exchange (Tuntum to Tuntum tenants). The Housing Officer will seek to provide as wide a range of options as possible to maximise the probability of an internal exchange.

Tuntum will also work with other providers to develop strong partnerships and protocols through which waivers are encouraged to minimise negative impact of Welfare Reform on social tenants.

### **3. ELIGIBILITY**

Tuntum's Assured and Secure tenants have a legal right to exchange their home either statutorily or through rights given in the tenancy agreement.

#### **Secure Tenancies**

The law relating to mutual exchanges is contained within the Section 92 of the Housing Act 1985 and provides that it is a term of every secure tenancy that the tenant may, with the consent of the landlord, assign the tenancy to another secure tenant who also has the written consent of their landlord.

Grounds by which a request to exchange can be refused, or granted conditional consent, are detailed in Appendix 2.

#### **Assured Tenancies**

The Local Government and Housing Act 1985 extended the right, allowing secure tenants to exchange with assured tenants of housing associations. Assured tenants do not have a statutory right to exchange, but are granted the right through their tenancy agreement.

Grounds by which a request to exchange can be refused, or granted conditional consent, are detailed in Appendix 2.

### **Fixed Term Tenancies of 2+ years**

Fixed term tenants are granted the right to exchange through their tenancy agreement.

Section 158 of the Localism Act 2011 creates a new mechanism for mutual exchanges based on the granting of new tenancies. This section introduced a protection for assured lifetime tenants who were granted their tenancy prior to 1 April 2012. If Tenant A (a lifetime tenant whose tenancy was granted as assured prior to 1 April 2012) and Tenant B (a fixed term tenant) wish to exchange, then if consent is given for a mutual exchange to take place then Tenant A must be granted another assured tenancy.

Tenant B is not protected; it is up to the landlord to decide what type of tenancy to offer Tenant B. Tuntum's position in these cases of mutual exchange would normally be to honour the concept of mutual exchange – that each tenant effectively steps into the shoes of the other – unless Tuntum exercises a waiver in granting consent for the mutual exchange (See page 7). In these cases normally Tuntum would grant an assured tenancy to Tenant B.

Schedule 14 of the Localism Act 2011 lists the grounds by which a mutual exchange request can be refused in cases where one party is a fixed term tenant.

Requests for mutual exchanges where one tenant has a 2+ year fixed term assured shorthold tenancy at a social rent or a flexible tenancy may only be reasonably refused on the specified grounds contained in Schedule 14 of the Localism Act 2011.

The Localism Act does not allow for any conditions to be imposed to consent, so a conditional consent option does not apply. Grounds by which a request to exchange can be refused, or granted conditional consent, are detailed in Appendix 3.

### **Starter tenancies**

Starter tenants do not have the right to exchange.

A Starter Tenancy is the initial tenancy the tenant is placed on for the first 52 weeks with Tuntum. During this period, the agreement is classed as an Assured Shorthold, and as such, tenants are not given the right to exchange. In order to enable a mutual exchange to take place, both parties must gain Landlord's consent to formally exchange.

#### **4. RESPONSIBILITIES**

Ensuring the effective implementation of this policy and the procedure is the responsibility of the Head of Service. Housing Officers/Housing Assistants/Specialist Accommodation Officers are responsible for keeping the Head of Service informed of any matter which may affect the implementation of the policy and procedure.

The Housing Assistant/Administrator/Specialist Accommodation Officer is responsible for ensuring all requests on Homeswapper are regularly maintained, relevant aspects of the website are kept up to date, and all options for a customer to consider are made available to them.

Housing Officers/Specialist Accommodation Officers carry lead responsibility for this work area and for ensuring the procedure relating to this policy are followed and deadlines met. Once a mutual exchange lead or application is made, the Housing Officer/Specialist Accommodation Officer must keep regular contact and adhere to the customer service standards in the handling of the Mutual Exchange within the legal timescales (42 days).

The Customer Services Team will support this process through the delivery of front line service, particularly in dealing with routine enquiries with regards to mutual exchanges and ensuring that matters are referred to the Housing Officer/Specialist Accommodation Officer for consideration and actions where appropriate. This will also include making contact with customers who are affected by welfare reform.

The Housing Officer/Specialist Accommodation Officer will also be responsible for monitoring the effectiveness of the Mutual Exchange process and this policy through regular review and updating of caseload activity.

#### **5. EQUALITY AND DIVERSITY**

Tuntum is committed to delivering quality services to all, responding positively to the needs and expectations of all users to the service. In line with Tuntum's Equal Opportunities Policy & Diversity Statement, we are dedicated to providing an accessible service for all applicants regardless of factors such as

- Age
- Disability

- Ethnic or national origin
- Race
- Marital status
- Religious or political beliefs
- Gender or gender identity
- Sexuality

Equal Opportunities information will be requested from both parties. This information will be monitored to ensure that the Mutual Exchange Service is accessible to all client groups and that we promote equal opportunities, values diversity and tackle social exclusion.

## **6. MONITORING AND REVIEW**

Tuntum is committed to continuous improvement of the services we offer. Monitoring of performance against this policy along with customer satisfaction is key to ensuring that we are achieving our objectives in assisting customers to exchange and that the customers' journey is transparent and efficient.

Tuntum utilises several methods in order to monitor this policy and ensure that we are providing a satisfactory service to our customers, such as:

- Performance indicators
- Process workflow and performance against timescales
- Benchmarking against other Registered Providers
- Government regulatory standards
- Collecting data via Customer Satisfaction Surveys
- Resident Involvement

The performance and customer satisfaction information that is regularly monitored will be used to compile feedback. This feedback will form the basis for reviewing the policy.

Feedback and monitoring will be used to ensure that Tuntum is in line with customer expectations, our objectives and government standards such as:

- Making the best use of available housing
- Greater choice and wider options for prospective and existing tenants
- Creating more mixed and sustainable communities
- Greater mobility
- Policies that are fair and are considered to be fair
- Management of customer expectations and increased information about options for re-housing
- Commitment to assist tenants affected by the Welfare Reforms and, in particular, the Bedroom Allowance
- The Regulatory Framework for Social Housing in England from April 2012

This policy will be reviewed in 6 months (September 2017) in order to ensure new policy and procedural changes are fully implemented and effective. Thereafter this policy will be reviewed every 3 years.

A review will ensure that this policy remains updated and accurate. It also gives the Tuntum the opportunity to ensure that the policy continues to meet the needs of our customers.

## 7. APPENDICES

- 1 Procedure: Mutual Exchange (including forms required at each stage)
- 2 Grounds for withholding consent for a Mutual Exchange: Secure and Assured Tenancies
- 3 Grounds for withholding consent for a Mutual Exchange: Fixed Term Tenancies
- 4 Mutual Exchange Application form (MEX1a)
- 5 Mutual Exchange Checklist (MEX1b)
- 6 Letter: Application for Mutual Exchange received (MEX1c)
- 7 Letter: Mutual Exchange Permission refused (MEX2a)
- 8 Letter: Inspection of Property (MEX2b)
- 9 Mutual Exchange Inspection Form (MEX2d)
- 10 Mutual Exchange inspection of property summary (MEX4a)
- 11 Letter: Mutual Exchange conditional consent (MEX3a)
- 12 Letter: Mutual Exchange Permission granted (MEX3c)
- 13 Letter: (to landlord) Mutual Exchange Proposed (MEX2c)
- 14 Letter: (to landlord) Mutual Exchange agreement (MEX3b)
- 15 Letter: (to landlord) Mutual Exchange denied (MEX3d)
- 16 Addendum to New Tenancy Agreement for Exchanges with Arrears

## Appendix 1

### **Procedure: Mutual exchange (including forms required at each stage)**

Stage 1: Making an Application to Exchange

Forms:

Mutual Exchange Application Form

Mutual Exchange Checklist

Stage 2: Tenancy Report and Property Inspection

Forms: 2a, 2b, 2c, 2d

Stage 3: Considering the Other Party's Application, Consent, Conditional Consent or Refusal

Forms: 3a, 3b, 3c, 3d

Consent and Completion

Forms: 4a

### **Making an application to exchange**

Once the tenant has identified a suitable person to swap with, and having viewed each other's homes are happy to proceed, they will be able to notify Tuntum by completion of an application form (MEX 1a). This can be completed by visiting the Tuntum website: paper forms are available upon request from Customer Services.

The Housing Officer/Specialist Accommodation Officer would begin to monitor the mutual exchange request via a formal checklist to record the progress. (MEX1b)

The tenant will then receive a standard reply informing them what will happen in the next 42 days. (MEX1c)

### **Tenancy Report and Property Inspection**

Upon receipt of a tenant's application form, the Housing Officer/Specialist Accommodation Officer will carry out the necessary checks to ensure there is no reason for the exchange to be refused (please refer to grounds of refusal). If there are reasons why an exchange cannot go ahead, Tuntum will notify the tenant of these reasons in writing (MEX2a).

At this stage, the Housing Officer/Specialist Accommodation Officer will also make arrangements to undertake an inspection of the tenant's property (MEX2b). The purpose of this visit is to check thoroughly for any repairs, poor decorative state and cleanliness. During this visit the Housing

Officer/Specialist Accommodation Officer will be required to complete the Mutual Exchange inspection Form (MEX2c).

If initial checks determine that Tuntum can proceed with the Mutual Exchange request, a letter containing all details relevant to the tenancy will be sent to the other landlord. This letter also requests the same information about their tenant in the form of a tenancy report (MEX2d). The information request includes information about the type of tenancy held, occupants, rental costs and general tenancy management information. All information sent and received will be treated in confidence and in line with the Data Protection Act.

If any items are highlighted which may prevent the exchange (such as repairs which are the tenant's responsibility to rectify), the housing officer will list these conditions and an agreement will be made that the tenant will rectify these prior to an exchange being permitted. Timescales will be agreed and the Housing Officer/Specialist Accommodation Officer will agree another inspection date to inspect completion of these works.

### **Conditional Consent**

If conditional consent is granted, Tuntum will write to the tenant advising of these conditions. The agreement can be made conditional upon rent arrears being paid or repairs that are the tenant's responsibility being rectified prior to the exchange taking place (MEX3a)

### **Considering the Prospective Tenant's Application**

The Housing Officer/Specialist Accommodation Officer will consider the application in light of the other landlord's tenancy report and following on from the inspection of the other tenant's home. Tuntum will then write to the tenant informing them that of an agreement in principle to the Mutual Exchange (MEX3b) unless there are any grounds for refusal.

Final consent would only be granted in writing (MEX3c) if:

- all paperwork has been returned from the other person's landlord
- all items required as part of a conditional consent are met, including but not limited to:
  - further inspection of a property to confirm repairs have been carried out by the tenant(s)
  - where there are rent arrears, the exchange is subject to approval from the Head of Housing and this will stipulate that arrears are brought up to date or repayment plan agreed with an Addendum to be put into place upon assignment

If Tuntum are unable to support the application any further due to the information received by the other landlord at this stage, the tenant and their

landlord will be informed of this. Tuntum will also write to our tenant to inform them of our decision (MEX3d).

The Housing Officer/Specialist Accommodation Officer will submit the Mutual Exchange paperwork and checklist to the Head of Service at least 5 days before the end of the 42-day period, along with a recommendation. The recommendation will be to either grant consent, give conditional consent (outlining the reasons), or refuse consent. The Head of Service will authorise which action is appropriate and sign the checklist (MEX 2).

S92 of the Housing Act 1985 informs landlords that they have a duty to inform the tenant within the maximum of 42 days whether they have been granted, conditionally granted or refused a Mutual Exchange. If the landlord misses the 42 day limit, the landlord cannot refuse to give consent. If the landlord refuses or fails to give consent, the tenant can apply to the court.

### **Completion**

Within 5 working days of the completion date, an electric check and gas safety servicing and check will be organised. Both checks must be completed, and certificates issued, to confirm that legal health and safety requirements are met. The tenant must give access on the arranged dates for checks to take place. Tuntum reserves the right to recharge the tenant if on the agreed visit date the tenant fails to give access to the property and this results in an additional cost in order to arrange a second visit.

On the day of completion an appointment time will be agreed between the two tenants and the two landlords. The paperwork should be completed on the same day at one of the landlord's offices. If either tenants have mobility related problems, the deeds can be completed at home. The full sign up procedure is carried out substituting the signing of the tenancy with the completion of the Deed of Release and License to Assign.

A month's rent will be payable, in advance, when exchanging.

Both tenants must sign the deeds in the presence of a witness prior to the exchange date. The document should be dated as the date the exchange will take place. Where the exchange is between two tenants of the Association, a License to Assign and a Deed of Assignment must be completed for each tenancy.

The Housing Officer/Specialist Accommodation Officer will confirm that the property is to be accepted "as seen" (i.e. there will be no decoration vouchers or non urgent repairs repairs carried out to the property, other than those which the Association has a legal obligation to carry out for a period of six months). The Housing Officer/Specialist Accommodation Officer will explain the differences between the tenancy agreements and the implications (MEX4a and a copy of MEX2d).

On completion of an exchange a copy License, a copy Deed and a copy of the original Tenancy Agreement should be given to the new tenant along with a certificate confirming the safety of the electrics and gas appliances.

Copies of this correspondence will also be put on the house file. The former tenant should also be given a copy of the Deed and correspondence relating to the exchange should be retained on their tenancy records.

The tenancy and rent account should be terminated on the housing management system and a new tenancy started for the incoming tenant, with a start reason 'mutual exchange.' Sign up procedures should be completed, including welfare benefits advice and gas and electricity checks. A settling in visit should be arranged after 4 weeks.

### **Right to Review**

Tenants and prospective tenants have the right to be informed of any decision about the facts of their case which has been taken in to account in considering whether to give consent to a mutual exchange request.

The Data Protection Act and sensitivity surrounding private information about both the tenant and prospective tenant will be strictly adhered to at all times. Tuntum tenants have the right to request a review of their request if they disagree with the decision to refuse consent to a mutual exchange. However, the prospective tenant does not have the right to request a review).

The purpose of a review would be to ensure that the request has been treated fairly and in accordance with the Policy. The 42-day deadline would cease at the point that a refusal is issued, and any further request to review the decision would not take the case past the 42-day deadline but would be carried out in order to apply further due diligence to the case and review the decision that was made within the 42 days.

The request must be issued formally in writing to the Head of Service. The request will be considered by a manager who was not involved in the initial decision. The tenant will be notified of the outcome of the review in writing, explaining the reasons for the decision within 10 working days.

If the applicant remains unhappy with the decision, then they will need to file a Complaint as per Tuntum Housing Group's Complaints Policy.



## Appendix 2

### Grounds for Withholding Consent for a Mutual Exchange: Secure and Assured Tenancies

Grounds for Withholding Consent: Secure and Assured Tenancies	Explanation
<i>Ground 1</i>	You or the person you want to swap with have been served with a possession order or a suspended possession order.
<i>Ground 2</i>	A notice seeking possession (NSP) has been served on you or the person you want to swap with or possession proceedings have begun.
<i>Ground 2a</i>	A landlord can withhold consent to a Mutual Exchange if you are subject to a specified type of injunction, a demotion order, anti-social behaviour order or a possession order granted on the grounds of nuisance is in force, or if court action to obtain such an order is pending.
<i>Ground 3</i>	The property of the person you wish to swap with is substantially larger than you need, or your property is substantially larger than the incoming tenant needs.
<i>Ground 4</i>	The property you want to move to is not reasonably suitable for your needs, or your property is not reasonably suitable for the needs of the person of the incoming tenant.
<i>Ground 5</i>	The property is part of or close to a building that is held for non-housing purposes. Or it is situated in a cemetery and was let to you or your predecessor in connection with your employment with the landlord.
<i>Ground 6</i>	The landlord is a charity and if the exchange went ahead the occupation would conflict with the objects of the charity.
<i>Ground 7</i>	The property is designed for a physically disabled person and if the exchange went ahead a disabled person would not be living there.
<i>Ground 8</i>	The landlord is a housing association or housing trust that lets its property to people who experience difficulty in meeting their own housing need, and if the exchange went ahead the criteria would not be met.
<i>Ground 9</i>	The property is one of a group let to people with special needs with a social service or special needs facility close by to help the tenants and if the exchange went ahead no one who required this specialist support living there.

### Appendix 3

#### Grounds for Withholding Consent for a Mutual Exchange: Fixed Term Tenancies

Grounds for Withholding Consent: Fixed Term Tenancies	Explanation
<i>Ground 1</i>	Any rent lawfully due from a tenant under one of the existing tenancies has not been paid
<i>Ground 2</i>	An obligation under one of the existing tenancies has been broken or not performed.
<i>Ground 3</i>	Any of the relevant tenants is subject to an order of possession by the courts.
<i>Ground 4</i>	If either of these conditions is met: 1. Possession proceedings have begun on a secure tenancy <i>and</i> Possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 of the Housing Act 1985 (grounds which possession may be ordered despite absence of alternative accommodation) 2. A notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession) <i>and</i> the notice specifies one or more of these grounds is still in force
<i>Ground 5</i>	If either of these conditions is met: 1. Possession proceedings have begun on an assured tenancy <i>and</i> Possession is sought on one or more of the grounds in Part 2 of the Housing Act 1988 (grounds on which the court may order possession) 2. A notice has been served on a relevant tenant under section 8 of that Act <i>and</i> the notice specifies one or more of those grounds is still in force.
<i>Ground 6</i>	If either of these conditions is met: 1. A relevant order or suspended Ground 2 or 14 possession order is in force in respect of a relevant tenant or person residing with them (relating to anti-social behaviour) 2. An application is pending before any court for a relevant order, demotion order or a Ground 2 or 14 possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.  "Relevant" is defined as: <ul style="list-style-type: none"><li>• An injunction under section 152 of the Housing Act 1996 (anti-social behaviour)</li><li>• An injunction to which a power of arrest is attached by virtue of section 153 of that Act</li></ul>

	<ul style="list-style-type: none"> <li>• An injunction under section 153A, 153B, or 153D of that Act</li> <li>• An anti-social behaviour order under section 1 of the Crime and Disorder Act 1998 <i>or</i></li> <li>• An injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003</li> </ul>
<i>Ground 7</i>	The accommodation would be substantially larger than the existing tenant or prospective tenant require
<i>Ground 8</i>	The accommodation would not be reasonably suitable to the needs of the existing tenant, prospective tenant or their families
<i>Ground 9</i>	<p>If both of these conditions is met:</p> <ol style="list-style-type: none"> <li>1. If the building forms part of a business premises, premises where the accommodation is not entirely residential, or situated in a cemetery</li> <li>2. If the accommodation was granted originally due to the tenants' employment being tied to: the landlord, the local authority, a development corporation, a housing action trust, an urban development corporation or the governors of an aided school</li> </ol>
<i>Ground 10</i>	If the landlord is a charity and by undertaking mutual exchange, this would conflict with the objects of the charity
<i>Ground 11</i>	<p>If both of these conditions is met:</p> <ol style="list-style-type: none"> <li>1. The proposed exchange would include a home which is designed to make it suitable for occupation by a physically disabled person who requires it</li> <li>2. If the new tenancy were granted there would no longer be anyone in the property requiring its adaptations</li> </ol>
<i>Ground 12</i>	<p>if <i>both</i> of these conditions is met:</p> <ol style="list-style-type: none"> <li>1. If the landlord is a housing association or housing trust which lets the accommodation only for occupation by persons whose circumstances (other than merely financial) make it especially difficult for the need for housing to be met</li> <li>2. If the new tenancy were granted there would no longer be anyone in the property requiring services as stated above</li> </ol>
<i>Ground 13</i>	<p>If <i>all</i> of the following conditions is met:</p> <ol style="list-style-type: none"> <li>1. The property is normally part of a group of properties for occupation by persons with special needs</li> <li>2. A social service or special facility is in place in the proximity to assist those individuals with special needs</li> <li>3. If granted, a person with these needs would no longer reside in the property.</li> </ol>

<i>Ground 14</i>	<p>If <i>all</i> of the following conditions is met:</p> <ol style="list-style-type: none"><li>1. The property is subject to a management agreement under which the manager is a housing association and at least half the members of the association are tenants of properties subject to the agreement</li><li>2. At least half the tenants of the properties are members of the Association</li><li>3. The proposed tenant is not, or not willing to become, a member of the Association</li><li>4. References in this paragraph include section 247 or 249 arrangements as defined by the Housing and Regeneration Act 2008.</li></ol>
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**Appendix 4**

**Mutual Exchange Application Form (MEX1a)**



**MUTUAL EXCHANGE REQUEST FORM**

**Complete this form if you wish to exchange. Both parties must complete a separate application form**

We will try to ensure that we tell you our decision within 28 days of getting this form. Consent however will be conditional on our receiving of all the information we need. You must not exchange properties or make any removal arrangements until: -

1. Both parties have the full written permission of the landlord(s) involved.
2. Both parties have signed deeds of assignment.
3. Both parties have met any conditions of consent.

**NAME AND ADDRESS**

Name (including title)

.....

Address

.....

.....

Mobile Number ..... Tel No Home .....

Email .....

**WHO IS YOUR LANDLORD?**

Name

.....

Address

.....

.....

Tel ..... Housing Officer .....

**YOUR PRESENT HOME**

What type of property do you live in?

House  Flat/Bedsit  Bungalow

How many bedrooms do you have? .....

**YOU AND YOUR FAMILY**

Please give details about yourself and anyone in your household.

Surname	First Name	Sex	Date of Birth	Relationship of Main Applicant

Are you or anyone in the above list pregnant?  Yes  No

If yes, when is the baby due?  
.....

Do you have any pets? Yes  No

If Yes, please list Breed and Type of pet  
.....

**EQUALITY MONITORING**

Please help us to monitor the service we provide and the way we treat applications for housing by filling in the details below. We need this

information to make sure that everyone receives fair and sensitive treatment according to their needs. We will keep this information confidential.

**1 How would you describe your ethnic Group? (Please tick one only below)**

a) **White** English, Scottish, Welsh, Northern Irish, British  Irish

Gypsy, Irish Traveller  Other

b) **Mixed** White & Black Caribbean  White & Black African

White & Asian  Other

c) **Asian or Asian British** Indian  Pakistani  Bangladeshi

Chinese  Other

d) **Black, African, Caribbean or Black British** Caribbean  African

Other

e) **Other ethnic group** Arab  Other

h) **Prefer not to answer**

**2 What is your religion or belief? (Please tick the appropriate box)**

Buddhist  Christian  Hindu  Jewish

Muslim  Sikh  None

Any other – please give details

---

Prefer not to say

**3 What is your sexuality? (Please tick the appropriate box)**

Heterosexual (straight)  Gay man  Lesbian

Bisexual  Prefer not to say

**NAME AND ADDRESS OF THE PERSON YOU WANT TO EXCHANGE WITH**

Name (including title)

.....

Address

.....

.....

Mobile Number ..... Tel No Home .....

Email

.....

**WHAT TYPE OF PROPERTY IS IT?**

House  Flat/Bedsit  Bungalow

How many bedrooms does it have?

.....

**WHO IS THE LANDLORD?**

Name

.....

Address

.....

.....

Tel .....

Housing Officer/Specialist Accommodation Officer .....

I have inspected the above property and understand that the proposed exchange can only be approved subject to the following conditions: -

1. I accept full responsibility for any defects or damage to the fittings and fixtures which are not due to fair wear and tear.
2. I accept full responsibility for any alterations carried out by the outgoing tenant.
3. I will rectify any breach in my tenancy, such as payment of outstanding rent arrears.

**STATEMENT**

I declare that I have not accepted any payment in connection with this exchange.

I give permission for Tuntum HA to disclose information to the proposed exchangee’s landlord regarding my rent account, any action taken against me in respect of possession proceedings and in respect of breach of conditions of tenancy, for the purpose of enabling a decision to be made about accepting this application to exchange.

A financial health check will be run as a standard part of the application process. By completing and signing this form you consent to this check taking place.

Signed (Applicant)

.....

Date .....

Signed (Joint Applicant)

.....

Date .....

If joint tenancy both tenants must sign

**REASON FOR MOVING**

I am registered with Homeswapper                      Yes                       No

I found the person I want to exchange with through Homeswapper  
Yes                       No

## Appendix 5

### Mutual Exchange Checklist (Mex1b)

Housing Officer/Specialist Accommodation Officer

\_\_\_\_\_  
Name and Address of Tuntum Tenant

\_\_\_\_\_  
Name and Address of Proposed Tenant

\_\_\_\_\_  
Landlord of Proposed Tenant

\_\_\_\_\_  
Date Application Received

\_\_\_\_\_  
Date of 42-day Deadline

Action	Date	Initials
<b>Stage 1: Making an application to exchange</b>		
Application from Tuntum tenant and proposed tenant received		
Explanation of process sent/emailed to tenant		
Rent account/Housing Benefits/house file of our tenant checked		
File and records checked for PO's, NSP, overcrowding and under-occupying		
Rent account check: Arrears (If arrears are present, MEX is subject to approval from Head of Department)		
<b>Stage 2: Tenancy report and property inspection</b>		
Exchange refused at this stage (Approved by Housing Officer/Specialist Accommodation Officer)		
Tuntum tenant report sent to other landlord		
Request inspection of property		
Property inspection form		
<b>Stage 3: Conditional consent/Refusal/Agreement in principle</b>		
Arrears: Approval gained by Head of Service		
Agreement in Principle		
Gas and Electric checks arranged		
Conditional Consent		
Re-Inspection of property (if applicable)		
Refusal based on other landlords report on incoming tenant		
<b>Stage 4: Arrange appointment to sign deeds and license</b>		
Completion of Electric check		
Completion of Gas Check (on day of exchange)		
Appointment made to exchange deeds and License		

Refusal

Conditional Consent

Consent

Reason/Additional Comments:

---

---

Head of Service Signature:

---

Date:

---

## Appendix 6

### **Letter: Application for Mutual Exchange received (Mex1c)**

Dear

Thank you for your recent application for a mutual exchange which we received on .....

We will now commence our checks which will include:

- Check of rent account and housing benefit payments if applicable
- Check of file and records for any court orders made or notices served
- Check of files and records regarding property size and suitability
- A technical inspection of the property will be completed
- A tenancy report will be sent to the other landlord (if applicable)
- We will request a tenancy report from the other landlord (if applicable) and await a property inspection report
- All paperwork will be submitted to the Head of Service to authorise prior to completion

You will receive a decision within 42 days. If the application is successful a proposed exchange date will be agreed with you and the other landlord. At this appointment the assignment documentation will be explained and completed.

If you have any further questions, please contact us on 0115 9166066 or log on to [www.homeswapper.co.uk](http://www.homeswapper.co.uk)

Yours sincerely

## Appendix 7

### Letter: Mutual Exchange Permission refused (MEX 2a)

Dear

I am writing to inform you that unfortunately Tuntum Housing Association will not be granting permission on this occasion to exchange your home. There are clear reasons set out under the law whereby a Mutual Exchange request can be refused, in this case, the reason is:

(Highlight those relevant- put additional information as necessary see grounds)

- The person you wish to exchange with is not eligible – i.e. they are not the tenant of another housing association, or local authority
- You have rent arrears on your current rent account. These must be cleared before we can grant permission for the exchange to proceed.
- You have been served a Notice Seeking Permission for anti-social behaviour/issued with a possession order on Ground 2 or Ground 14, or are currently subject of an ASBO, an injunction or demotion application on the grounds of anti-social behaviour (delete as appropriate)
- If the exchange goes ahead,  
\_\_\_\_\_ will be overcrowded or substantially under-occupied (more than one bedroom)
- \_\_\_\_\_ is a specially designed accommodation (such as elderly/disabled adapted) and will, not be used by those who need it.

If you wish to discuss this further, please contact me.

Yours sincerely

Housing Officer/Housing Assistant/Specialist Accommodation Officer

**Appendix 8**

**Letter: Inspection of Property (MEX2b)**

Dear

Thank you for your recent contact regarding an application to complete a Mutual Exchange.

Further to your request to exchange, I will now be visiting your property on:

-----  
at .....

The purpose of this visit is to carry out a physical inspection of the property and answer any further questions you may have.

Yours sincerely

Housing Officer/Housing Assistant/Specialist Accommodation Officer

Appendix 9

Mutual Exchange Inspection Form (MEX2d)

Tenant Name	
Tenancy Type	
Property Address	
Telephone Number	
Name of Inspecting Officer	
Date of Inspection	
Outcome of Inspection	Inspection Passed
	Inspection Passed Subject to Conditions/Repairs
	Inspection Failed

Summary of Report

Room	Tenants Adaptations	Required Repair	Repair Responsibility (Tantum or Tenants)	Comments
Lounge				
Dining Room				
Bedroom 1				
Bedroom 2				
Bedroom 3				
Bedroom 4				
Kitchen				
Bathroom				
WC				

Store Room				
Lobby / Hallway				
Stairs/Landing				
Front Garden				
Rear Garden				
Other (specify)				
Other (specify)				

**DECLARATION**

I understand that my Mutual Exchange Request will be processed taking into account this property inspection. Any repairs which are my responsibility will be completed by \_\_\_\_\_

Photographs taken for the purposes of this inspection were taken with my permission and are a true representation of the condition of the property on the date of this inspection.

Signed (Assignee) \_\_\_\_\_  
Date \_\_\_\_\_

Signed on behalf of the LANDLORD \_\_\_\_\_  
Date \_\_\_\_\_

I hereby confirm that I require / do not require the current tenant to remove the identified adaptation items. I accept full repair and maintenance responsibility for all of the items and, with the exception of the repairs for which the LANDLORD has responsibility, the state of the property as seen during inspection. I also accept full liability for any costs that the LANDLORD incurs to remove/renew/repair all items identified as part of this inspection.

Signed (Assignee) \_\_\_\_\_ Date \_\_\_\_\_

Signed on behalf of the LANDLORD \_\_\_\_\_  
Date \_\_\_\_\_

I hereby confirm that I require / do not require the current tenant to remove the identified adaptation items. I accept full repair and maintenance responsibility for all of the items and, with the exception of the repairs for which the LANDLORD has responsibility, the state of the property as seen during inspection. I also accept full liability for any costs that the LANDLORD incurs to remove/renew/repair all items identified as part of this inspection.

Signed (Assignee) \_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of the LANDLORD \_\_\_\_\_

Date \_\_\_\_\_

## Appendix 10

### Mutual Exchange inspection of property summary (MEX4a)

Address of  
property \_\_\_\_\_

To be attached to the Deed and License.

The following issues of tenant damage were identified at inspection and will not be the responsibility of Tuntum Housing Association to repair.

Kitchen/Diner	Bedroom 1
Toilet	Bedroom 2
Living Room	Bedroom 3+
Storage Cupboard	Landing/Hallway/Stairs
Bathroom	External/garden/garage/out-house
Any other including adaptations	

#### General notes

Tuntum Housing Association will not remove any belongings left by the previous tenant if not specified at the time of inspection.

Tuntum Housing Association will be responsible for all repairs/maintenance work as listed in tenancy agreement, except in the instance of damage by the previous tenant.

I hereby accept full repair and maintenance responsibility for all of the above adaptations and the state of the property during . Further, I also accept full liability for any costs that Tuntum Housing Association incurs to remove/renew/repair them.

Signed

---

Assignee

Witnesses

---

Housing Officer/Housing Assistant/Specialist Accommodation Officer

Appendix 11

Letter: Mutual Exchange conditional consent (MEX3a)

Dear

Further to my visit to your property to discuss your Mutual Exchange I can confirm that consent will be given once:

The following repairs have been carried out (highlight repairs below)

*(I can confirm that I will re-inspect your property to check that all repairs have been completed as discussed*

*on \_\_\_\_\_)*

- Rent arrears have been cleared or a repayment plan is in place and being adhered to
  
- A satisfactory reference has been received from the other landlord (if applicable)

Yours Sincerely

Appendix 12

**Letter: Mutual Exchange Permission granted (MEX3c)**

Dear

Further to my visit to your property to discuss your Mutual Exchange I can confirm that consent can now be given.

A gas and/or electric check must take place prior to the mutual exchange being finalised. This has been booked for\_\_\_\_\_. Failure to allow the contractors in to carry out these checks will delay your Mutual Exchange.

An appointment will be set up for you both to attend our office to sign the relevant documents.

Yours Sincerely

**Appendix 13**

**Letter: (to landlord) Mutual Exchange Proposed (MEX2c)**

\_\_\_\_\_Tuntum Housing Association tenant and  
\_\_\_\_\_ your tenant(s)

Dear

The above tenants have applied for permission to carry out a Mutual Exchange. Please find below a report relating to our tenant: I would be grateful if you would send me a similar report providing the same information in order for me to assess eligibility.

Full address, and all occupants, including ages and their relation to the tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property type:

HOUSE       FLAT       BUNGALOW       MAISONETTE

NO OF BEDROOMS \_\_\_\_\_

Aids and adaptations to property: Yes/ No

If yes, please provide details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenancy commenced date: \_\_\_\_\_

Tenancy Type: Assured       Secured

Joint or Sole tenancy (delete as applicable)

Succession rights: YES/NO

Rent: \_\_\_\_\_

Service charge: \_\_\_\_\_

Fixed or Variable: \_\_\_\_\_

Service included in service charge:

\_\_\_\_\_

Arrears and conduct of rent account:

\_\_\_\_\_

\_\_\_\_\_

Condition of property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Known support needs of tenant and details of how met:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Known reason for move:

\_\_\_\_\_

Any other relevant information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I look forward to hearing from you by return. I can confirm that if this exchange goes ahead it will be carried out by way of Deed of Assignment and License to Assign.

Yours sincerely

Housing Officer/Specialist Accommodation Officer

**Appendix 14**

**Letter: (to landlord) Mutual Exchange agreement (MEX3b)**

\_\_\_\_\_ (Tuntum Housing Association tenant)

and

\_\_\_\_\_ (your tenant)

**Agreement in principle:**

Following receipt of the tenant report supplied by you, I am writing to confirm that we are in agreement with the above Mutual Exchange Application. All of our checks have been carried out, with the exception of the Gas and Electric checks, which will take place prior to the exchange taking place.

Could you please send me written confirmation that you agree to the exchange, so I can arrange for the assignment of tenancies to take place.

I will wait for written confirmation from you before approving this application. The 42-day period for consideration ends on \_\_\_\_\_.

I will therefore need your approval before this date.

Yours sincerely

**Appendix 15**

**Letter: (to landlord) Mutual Exchange denied (MEX3d)**

\_\_\_\_\_ (Tantum Housing Association tenant)

and

\_\_\_\_\_ (your tenant)

Following receipt of your report, and discussions with our Neighbourhood Manager, I am writing to inform you that we are not in agreement with the above Mutual Exchange Application. This is due to your tenant

- Has been served with a possession order or suspended possession order.
- Has been served with a notice seeking possession or possession proceedings have begun
- Is subject to an injunction, a demotion order, anti-social behaviour order or a possession order granted on the grounds of nuisance is in force, or if court action to obtain such an order is pending.
- Has a property which is substantially larger/smaller than they/you reasonably need
- Has a property which is part of or close to a building that is held for non-housing purposes.
- Wants to move into a property which is not reasonably suitable for their needs
- Has a property which is designed for a physically disabled person/other support needs and if the exchange went ahead a disabled person would not be living there.

If you wish to discuss this matter in further detail, please contact me on

\_\_\_\_\_.

Yours sincerely

Appendix 16

**Addendum to New Tenancy Agreement for Exchanges with Arrears**

**Former Tenancy Arrears**

On ..... (date), you owed  
£..... (amount)  
for the tenancy of

.....(address)

You agree to pay former tenancy arrears at the rate of  
£..... a week or a month until you have  
paid them in full.

You must make the first payment on or before

.....

You must keep to the terms of this agreement until the debt is paid in full.  
We will enforce an existing money judgement or start new proceedings  
against you in the county court. This would affect your credit rating and  
may affect your ability to obtain a mobile phone contract or subscription  
television services.