

# Mutual Exchange Policy



## Who this policy is for

This policy is for all tenants and prospective tenants of Wyedean Housing Association.

## Introduction

We recognise that our tenants' needs change, which can sometimes mean they want to move home. A mutual exchange (or home swap) is often the quickest and easiest way to do this.

We're part of HomeSwapper, a national service that allows housing association or local authority tenants to view and consider potential property swaps online. Tenants can swap with another WHA tenant or a tenant of another organisation.

Mutual exchange can be beneficial for both the tenant and the landlord. Therefore, we welcome applications to swap homes.

## Applying for a mutual exchange

### Who can apply

Tenants with an assured tenancy agreement can apply to exchange their property with another social housing tenant who holds an assured or secured tenancy.

A tenant cannot apply for an exchange in their first 12 months of tenancy, but can once they have successfully moved onto an assured tenancy following the probationary period.

### How many households can apply

Two or more households can apply to swap homes. If more than one landlord is involved, each must give their consent.

### How to apply

All parties involved in the mutual exchange must fill out an application form (available on our website) and a letter of intent to swap and return them to us online or at:

Wyedean Housing Association  
11 St John Street  
Coleford  
GL16 8AP

### What happens next

By law, we must approve or refuse an application for a mutual exchange within 42 days of receiving it.



If we approve the application, we'll contact the tenant to arrange a property inspection. We'll also contact the other landlord(s) to exchange references for the prospective incoming tenants.

If the exchange can go ahead, we'll contact the other landlord(s) to arrange an exchange date. This will be at least two weeks after we agree to the exchange, so we have time to carry out gas and electrical safety checks on the property.

All landlords must agree on the exchange date, which is generally a Monday. Tenants must not move before the exchange date or swap homes without permission. If they do, they will lose their security of tenure and could be evicted.

Tenants moving into a WHA property must pay 1 week's rent in advance when they sign the tenancy agreement.

## Changes to the tenancy agreement

Tenancies are usually swapped in England, Wales and Northern Ireland through a deed of assignment. This means tenants effectively take over the existing tenancy agreement of the person they're swapping with, which may be different from the one they already have.

Different landlords may have slightly different tenancy conditions. Local authority tenants usually have a secure tenancy with rights set out in Acts of Parliament. Housing association tenants usually have an assured tenancy with similar rights to those in our tenancy agreement.

We advise tenants considering a mutual exchange to ask their prospective new landlord for a copy of their tenancy agreement so they can compare it to the one they already have and decide if they're still happy to swap homes. For example, the new tenancy agreement could include higher rent or service charges.

## Verification checks

All prospective tenants applying to join WHA via a mutual exchange will be subject to the same verification checks as other prospective tenants. More information on this is in our Lettings Policy.

## Property inspections

Before the exchange, we'll inspect the property due to be swapped. We'll be looking for:

- health and safety concerns
- damage to the property
- alterations that have been made, with or without permission.
- items the tenant has agreed to leave for their swap partner when they move in.





## Repairs: who is responsible

Where we identify a need for minor repairs during the property inspection, we'll either:

- agree to the swap on condition the repairs are completed before the move, or
- agree with the incoming tenant that they accept responsibility for completing the repairs themselves.

If we discover significant disrepair or repairs aren't completed in the timescale we agree, we may cancel the mutual exchange and advise the tenant to reapply once they've completed the repairs.

When a new tenant swaps into one of our properties, they take it on as the outgoing tenant leaves it. This includes any changes, improvements or alterations made to the property. For example, if the previous tenant replaced a bath with a shower, we won't replace it with a bath after the exchange.

We will not be responsible for removing any items the outgoing tenant leaves in the property. If genuine repairs are necessary after the exchange, we'll deal with these as normal, under our Repairs Policy.

## Why we may refuse a mutual exchange

We can refuse a mutual exchange for any of the grounds set out in Schedule 3 of the Housing Act 1985 or any of the grounds set out in Schedule 14 of the Localism Act 2011. These include:

- outstanding rent arrears or other charges owed to us or another social housing landlord or local authority
- repairs not carried out to our satisfaction
- any relevant planning agreements
- any relevant local connection restrictions
- any convictions or pending criminal investigations relating to an offence which may pose a significant risk to our residents and the wider community, such as rape, sexual assault and crimes against children.

More information on the grounds for refusing a mutual exchange is in Appendix 1.

## Appealing a decision to refuse a mutual exchange

If we refuse an application for a mutual exchange, tenants can appeal against the decision.

When we refuse an application, we give tenants information on independent advisors in the Forest of Dean who can help with their appeal.



## Appendix 1: Grounds for refusing a mutual exchange

Schedule 3 the Housing Act 1985	Schedule 14 Localism Act 2011	Grounds for refusing consent to a mutual exchange
-	Ground 1	Rent lawfully due from a tenant under one of the existing tenancies has not been paid.
-	Ground 2	An obligation under one of the existing tenancies has been broken or not performed.
Ground 1	Ground 3	A court order for possession or a suspended possession order has been made for either property.
Ground 2	Grounds 4 and 5	The landlord has served a notice of seeking possession, and the notice is still in force, or possession proceedings have begun.
Ground 3	Ground 7	The property is substantially larger than is reasonably needed by the proposed new tenant and their household.
Ground 4	Ground 8	The property is not reasonably suited to the needs of the proposed new tenant and their household.
Ground 5	Ground 9	The property is part of, or close to, a building that is held for non-housing purposes or is situated in a cemetery and was let in connection with employment with: the landlord; a local authority; a new town corporation; a housing action trust; an urban development corporation; the governors of a grant-aided school.
Ground 6	Ground 10	The landlord is a charity, and the proposed new tenant's occupation of the property would conflict with the charity's objectives.
Ground 7	Ground 11	The property has been substantially adapted for occupation by a physically disabled person, and if the exchange went ahead, a physically disabled person would not be living there.
Ground 8	Ground 12	The landlord lets properties to people in difficult circumstances (other than merely financial circumstances), and the proposed new tenant would not fulfil these criteria
Ground 9	Ground 13	The property is let to people with special needs, and there is a social service or facility nearby to help people with these special needs. The prospective tenant (or any member of their household) does not have these special needs.



# Mutual Exchange Policy



Schedule 3 the Housing Act 1985	Schedule 14 Localism Act 2011	Grounds for refusing consent to a mutual exchange
Ground 10	Ground 14	The property is the subject of a management agreement where the manager is a housing association. At least half of its members are tenants subject to the agreement, and at least half of its tenants are members of the association. The proposed new tenant is not a member and is not willing to become one.
Additional Ground (Housing Act 2004)	Ground 6	An injunction order under section 153 of the Housing Act 1996, an anti-social behaviour order, a demotion order or 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 proposed new tenant or a person who lives with either of them.

