



SAXON WEALD

MUTUAL EXCHANGE POLICY

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Last Revision: May 2022

Next Review: May 2025

1.0 Introduction and aims

- 1.1 Saxon Weald promotes mutual exchanges as they encourage social and economic mobility and help create sustainable communities.
- 1.2 In recognition of this, we are committed to promoting mutual exchange schemes and participate in the national mutual exchange register (HomeSwapper). We assist customers seeking alternative accommodation by way of exchange both within our own stock and with other landlords.
- 1.3 This policy is supported by the Mutual Exchange procedure and associated processes.

2.0 Definitions

- 2.1 A mutual exchange allows a tenant to voluntarily assign an existing assured tenancy to another tenant without creating a new tenancy.
- 2.2 An assignment is the transfer of an assured tenancy (including all the legal rights and responsibilities enjoyed by an assured tenant) to another person.
- 2.3 Mutual exchanges can take place between tenants of the same or different social landlords in the United Kingdom.
- 2.4 Mutual exchanges cannot be carried out by tenants living in market rent accommodation.

3.0 Legal and regulatory requirements

3.1 Legal requirements

Housing Act 1985 and amended 2004: This act introduced the laws relating to the succession of Council Houses and facilitated the transfer of council housing to not-for-profit housing associations.

Localism Act 2011: This covers circumstances in which at least one of the tenants wishing to transfer has a secure or assured tenancy that began before 1 April 2012, and at least one of the parties has a flexible tenancy or a fixed-term assured shorthold tenancy.

3.2 Regulatory requirements

The Regulator of Social Housing's Tenancy Standard requires registered providers to let their homes in a fair, transparent, and efficient way. They should take into account the housing needs and aspirations of tenants and potential tenants. They shall enable their tenants to gain access to opportunities to exchange their tenancy with that of another tenant, by way of internet-based mutual exchange services.¹

4.0 Policy

4.1 Saxon Weald will promote mutual exchange applications between households, either from within our own stock or with a tenant of another social landlord. Applications require prior approval by Saxon Weald before a move can take place.

4.2 The company will ensure that information will be easily available on:

- the right to exchange;
- the procedures for seeking exchange partners;
- the leaveable standard;
- the required consent.

4.3 We may rely on grounds set out at either Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011 to withhold our consent to an exchange. There are 11 statutory grounds where a housing association can withhold or refuse consent to a mutual exchange and these are set out in Appendix A.

4.4 In addition to the statutory grounds, we may refuse permission in the following circumstances:

- a) Either party is in the probationary period of their tenancy.
- b) Either party is not able to afford to pay the rent and any other charges.
- c) Either party has failed to clear outstanding arrears on their rent account or reached an agreement to pay any outstanding debt off.

¹ Regulator of Social Housing – Tenancy Standard Section 1.1 & 2.1

- d) The property/properties do not meet our Leaveable Standard.
 - e) Where any conditions of planning agreements, covenants, head leases, Section 106 agreements that relate to the property would prohibit the incoming tenant from moving to the property. For example, where the housing is only to be provided for people with a local connection.
 - f) Where the accommodation has been designed and built for a specific group of people and the applicant does not meet the eligibility criteria for that accommodation. For example, Extra Care housing.
- 4.5 In making a decision on whether an exchange can take place, we will take into account the needs and circumstances of the households concerned. This particularly applies where the households may be vulnerable and enabling them to move could benefit them. This includes where the applicant is a survivor of domestic abuse.
- 4.6 Saxon Weald is committed to ensuring that disabled people are not disadvantaged in accessing its services. To this end, we will make reasonable adjustments for disabled people in the implementing of this policy.
- 4.7 Consent or refusal of the mutual exchange will be given within 42 days of the completed application being received.
- 4.8 The incoming customer will be informed of their rights and responsibilities as set out in the tenancy agreement.

5.0 Value for money

- 5.1 Due to the limited amount of affordable housing stock that exists, it can be difficult for some households to move to a property of their choice. Mutual exchanges can deliver social value by enabling households to move more quickly to homes that are more suitable for their needs.
- 5.2 They can also provide benefits for other services or in the wider community. For example, a household moving closer to family and friends may reduce demand on health and social care services.
- 5.3 Mutual exchanges can also be cost effective for Saxon Weald as the majority of costs that would normally be incurred through a new let are minimised, as assignees take on the responsibility for ensuring the Leaveable Standard is met.

6.0 Monitoring and review

- 6.1 This policy will be reviewed at least every three years to ensure that it reflects the needs of our customers, good practice, and changes to legislation or regulation.

7.0 Equality and Diversity

7.1 Equality and diversity affect all aspects of our business and, as such, its principles are integral to everything we do. As a landlord and an employer, Saxon Weald aims to recognise and respond positively to people's differences, while providing equality of opportunity in relation to the services and careers we provide and support.

This means that no person or group of people, either working for Saxon Weald or seeking housing, services, employment or contracts from us, will be treated less favourably because of their or their partner's, family's, friend's or associated person's protected characteristics, which are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race and ethnicity, nationality, immigration status, religion or belief, gender and sexual orientation. This includes individuals either already serving on or applying to join our Board.

Version	Amendment	By	Date
4.0	3-year review	Les Marjoram	Sept 2011
5.0	3-year review	Les Marjoram	Feb 2015
5.1	Interim review – minor changes	Sam Jacobs	June 2017
6.0	2-year review	Les Marjoram	May 2019
6.1	Changes made to equality and diversity statement following review by ET	Nikki De Sousa	July 2021
7.0	3-year review Added regulatory and legislation requirements Clarified grounds for refusal	Les Marjoram	May 2022

Appendix A

Grounds for refusal

- **Ground 1:** There is a Possession Order on the property.
- **Ground 2:** A Notice of Seeking Possession has been served.
- **Ground 2a:** The tenant or any member of their household has behaved in an anti-social way and actions, including possession proceedings, injunctions, anti-social behaviour orders or a demotion order against them, are in place or are being sought.
- **Ground 3:** The property is bigger than is needed by the family wishing to move into it.
- **Ground 4:** The property is not big enough for the family wishing to move into it.
- **Ground 5:** The property is tied accommodation.
- **Ground 6:** The landlord is a charity and the proposed new tenants moving into the property would conflict with the objectives of the charity.
- **Ground 7:** The property has special features that make it suitable for occupation by a physically disabled person who needs it, and if the exchange took place there would no longer be such a person living in the property.
- **Ground 8:** The landlord is a Housing Association or Housing Trust that lets properties to particularly vulnerable people, and if the exchange took place there would no longer be such a person living in the property.
- **Ground 9:** The property is supported housing for people with special needs, and if the exchange took place there would no longer be such a person living in the property.
- **Ground 10:** The property is the subject of a management agreement where the manager is a Housing Association and there are specific arrangements in place that the proposed new tenant is not willing to participate in.