



SAXON WEALD

MUTUAL EXCHANGE POLICY

First Approved: September 2001

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Last Revision: May 2025

Next Review: May 2028

1.0 Introduction and aims

1.1 Mutual Exchanges encourage social and economic mobility for tenants in social housing and thus help create sustainable communities.

1.2 In recognition of this, Saxon Weald is committed to supporting and promoting mutual exchange schemes and participates 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.

1.2 This policy is supported by the Mutual Exchange procedure (and associated processes) and the Leaveable Standard Policy.

1.3 We would like to thank those customers involved in the review of this policy for their valuable support and insight.

2.0 Definitions

2.1 A mutual exchange allows a tenant to voluntarily assign an existing secure or assured non-shorthold tenancy to another tenant without creating a new tenancy.

2.2 An assignment is the transfer of a secure or 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 are not available to tenants living in market rent accommodation.

2.5 The Leaveable Standard is the condition that a property should be left in when tenants are moving out. All customers are provided with a copy of the Leaveable Standard when they make an application to carry out a mutual exchange.

3.0 Legal and regulatory requirements

3.1 Legal requirements

Housing Act 1985 as amended 2004: This act outlines that every secure or assured non-shorthold tenancy, with the consent of the landlord, can assign the tenancy to another secure or assured tenant who also has the written consent of their landlord.

3.2 Regulatory requirements

The Regulator of Social Housing's Tenancy Standard states that:

- Registered providers must offer a mutual exchange service that allows relevant tenants potentially eligible for mutual exchange, whether pursuant to a statutory right or a policy of the registered provider, to easily access details of all (or the greatest practicable number of) available matches without payment of a fee.
- Registered providers must publicise the availability of any mutual exchange service(s) it offers to its relevant tenants.
- Registered providers must provide support for accessing mutual exchange services to relevant tenants who might otherwise be unable to use them.
- Registered providers must offer tenants seeking to mutually exchange information about the implications for tenure, rent and service charges.

4.0 Policy

4.1 Saxon Weald will promote mutual exchange applications between households, either with other Saxon Weald tenants or with tenants of other social landlords.

4.2 We will ensure that information is easily available and accessible on:

- The right to exchange
- The procedures for seeking exchange partners
- The leaveable standard
- The required consent

4.3 We will provide support and advice to those seeking an exchange, and through the exchange process. This includes making reasonable adjustments for those who may have a disability and providing information that is accessible, including interpretation services for those whose first language is not English.

4.4 There are 11 statutory grounds where a housing association can withhold or refuse consent to a mutual exchange. These are set out in **Appendix A**.

4.5 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 assessed as not able to afford 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.
- d) The property/properties do not meet our Leaveable Standard (the standard that properties must be left in when vacating).

- 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.

4.6 In deciding whether an exchange should be refused on the grounds identified in 4.5, we will consider the needs and circumstances of the households concerned. For example:

- Where a customer has rent arrears, but the mutual exchange would benefit them because of specific needs (such as a disability).
- To support a survivor of domestic abuse.

4.7 The customer will be advised of a decision within 42 days of requesting a mutual exchange. The decision can be to:

- Refuse the exchange
- Approve the exchange
- Approve the exchange with conditions

Examples of 'conditions' could be to complete repairs to meet the leaveable standard or pay outstanding monies owed.

If we fail to advise of a decision within 42 days, this does not mean that the exchange can take place.

4.8 The incoming customer will be informed of their rights and responsibilities as set out in the tenancy agreement along with implications for tenure, rent and service charges.

4.9 Where the exchange is with a customer from another landlord, we will only give approval once a suitable customer reference has been received from that other landlord.

4.10 At the point of a mutual exchange taking place we will carry out gas and electrical safety checks and supply the incoming customer with the latest EPC rating within 28 days of their tenancy starting.

5.0 Appeals and complaints

5.1 Potential or existing customers who are refused a mutual exchange have the right to appeal against the decision. An appeal will result in a review of the original decision by the Assistant Director - Housing, or someone who has been given delegated authority to act on their behalf, and a response will be given within 10 working days.

5.2 If a customer wishes to complain about the service they have received under this Policy, this should be handled through our complaints policy, which is governed by the Housing Ombudsman's Complaint Handling Code.

6.0 Value for money

- 6.1 Due to the limited amount of affordable housing, 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.
- 6.2 Mutual exchanges 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. Additionally, a home may have adaptations, but the existing household no longer has a need for them. By exchanging with a household who has need for these adaptations, it makes better use of resources.

7.0 Monitoring and review

- 7.1 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.

8.0 Equality and Diversity

- 8.1 An Equality and Customer Impact Assessment (ECIA)¹ will be carried out on this policy to ensure that it delivers equitable outcomes for all customer groups.
- 8.2 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.
- 8.3 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, sex and sexual orientation.

Version	Amendment	By	Date
4.0	3-year review	Les Marjoram	Sep 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 and clarified grounds for refusal	Les Marjoram	May 2022
8.0	Three-year review incorporating feedback from the Policy Review Group	Les Marjoram AD Housing	May 2025

¹ The ECIA for this policy is planned for 2026/27

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.