

Mutual Exchange Policy

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Summary

This policy sets out our approach to supporting residents who wish to carry out a Mutual Exchange of their home.

A mutual exchange is a home swap between two or more social housing residents which is approved by the landlord. Most social housing residents have the legal right to carry out a mutual exchange of their property and tenure with other social housing residents. This policy aims to ensure a consistent approach to mutual exchange applications and ensure they are processed in accordance with legislation. on.

Equality and Diversity

Housing 21 aspires to embed diversity and inclusion within all our organisational activities to enable these principles to become part of our everyday processes.

We will be committed to ensure that we will make reasonable adjustments to the policy to recognise, accommodate and support individual needs, where needed, we will ensure that we take a proactive approach so that no individual group is discriminated against or treated differently as a direct or indirect result of this policy.

Local managers are responsible for managing the culture on the schemes and ensuring that diversity is respected. All managers are briefed on diversity and inclusion.

Please also see the Aids and Adaptations Policy and the Alternative Formats Policy.

Data Protection

The tenant's permission is required for Housing 21 to share information with the other landlord. The tenant gives consent for this when they sign the mutual exchange application form.

Mutual Exchange Key Principles

Housing 21 aims to make the best use of the housing stock and have high levels of customer satisfaction and recognises that Mutual Exchanges between residents can deliver both.

We will: -

- Ensure compliance with housing legislation and the Regulator of Social Housing's consumer standards and ensure that mutual exchanges are actioned within the guidelines and time periods specified.
- Promote mutual exchanges as way to allow residents who are low priority or who wish to move to areas where Housing 21 does not have properties to move home.
- Subscribe to an internet-based mutual exchange service <https://www.homeswapper.co.uk/> giving residents free access to view other properties and advertise their own.
- Work with other social housing providers to ensure the smooth process of the exchange.
- Provide support and guidance to residents to ensure the exchange is appropriate for their needs and they understand the implications of an exchange and their rights and responsibilities.
- We will not unreasonably withhold consent when two or more tenants request to exchange their properties.
- Have clear grounds for refusing a mutual exchange and an appeal process.
- Residents wishing to exchange must obtain written consent before moving and we will take appropriate action to recover the property where an exchange goes ahead without approval.

Mutual Exchange Management Guidance

What is a Mutual Exchange?

A mutual exchange or tenancy exchange is where a tenant swaps their home with a social housing tenant of Housing 21, another housing association or a local authority. This is different to a tenancy transfer, where Housing 21 offer an existing tenant another property via a waiting list or nomination process.

A true mutual exchange is where two (or more) tenants assign their tenancies to each other. This means that the tenants swap tenancies and properties with each other, so the tenancies run continuously. New tenancy agreements are not issued and instead the tenants sign a deed of assignment.

Mutual Exchanges are a useful tool where Tenants.

- may want to move home but may not qualify for a transfer
- may be low priority for a transfer
- may want to move to an area where Housing 21 has no or little stock
- may wish to move to a type of property which Housing 21 does not have.

What is the legal position?

Secure Tenants

- Secure Tenants have rights under S92 Housing Act 1985 to exchange their tenancy with another secure or assured tenant with the written consent of their landlord.

Assured Tenants

- Assured Tenants have a common law right to assign their tenancy and s15 Housing Act 1988 gives an implied term that most assured tenancies can only be assigned with the landlord's consent. Whilst legally consent could be withheld for any reason for assured tenants, the Homes and Communities Agency (HCA) (as was and now the Ministry of Housing, Communities & Local Government) generally expects similar terms to that of Secure Tenants to be applied and this is the approach Housing 21 takes i.e. we will not unreasonably withhold consent.

Fixed-Term Assured Shorthold Tenants and Local Authority Flexible Tenants

- The Localism Act 2011 introduced a new process for mutual exchanges for tenants with a 'fixed term' assured shorthold tenancy of more than two years, or a local authority flexible tenancy. This change means that the mutual exchange is not done

as a swap of tenancies (an assignment) but instead as a void and relet (surrender and re-grant). Note that Housing 21 do not offer normally offer fixed term tenancies.

- Housing 21 do not offer Fixed-Term Assured Shorthold Tenants and Local Authority Flexible Tenants so this rule will only apply where the incoming tenant has this type of tenancy. In these rare cases existing tenants will retain a similar type (security) of tenure to that of their original tenancy.

Who Manages Mutual Exchanges?

Mutual exchanges are managed by the Local Housing Manager / Assistant Housing Manager with support from their line manger as required.

Who can do a Mutual Exchange?

Starter Tenants and those with a fixed term tenancies of less than 2 years **DO NOT** have the right to do a mutual exchange, they must wait until their tenancy converts to an assured tenancy.

Housing 21 Assured and Secure tenants can do a mutual exchange with a

- Housing Association tenant with an assured tenancy or a secure tenancy
- Council tenant with a secure tenancy or a flexible tenancy
- Housing Association tenant with a fixed term assured shorthold tenancy of more than two years.

Housing 21 Assured and Secure tenants cannot do a mutual exchange with a

- A Housing Association tenant with a starter tenancy
- A council tenant with an introductory or demoted tenancy
- A person who rents a hostel room from a council
- A person who rents from a private landlord
- A person whose home is provided in connection with their job.
- A shared ownership/leasehold resident

Mutual exchanges usually involve two parties however there are no limits to the number of tenants that can be involved in the home-swap chain.

Can a Mutual Exchange Request be Refused?

Housing 21 will grant consent to a mutual exchange where both our tenant and the prospective incoming tenant meet the eligibility as set out in this document. If a request is refused there will be a right of appeal to the Head of Service.

Applications for secure tenants must be approved within 42 days, failure to do so may give the applicant an automatic right to carry out the exchange. Whilst we will endeavour to make a decision within 42 days for **assured tenants** failure to do so will not give the

applicant an automatic right to exchange. Schedule 3 of the Housing Act 1985 and the Localism Act 2011 set out the grounds for refusing a request. ([Appendix 4](#) and [Appendix 5](#)).

The main reasons for refusals are

- The assignment would “conflict with the purposes of Housing 21’s specialist accommodation” e.g. the incoming tenant does not meet the criteria for the scheme. This includes any minimum age requirements or care and support needs. For mutual exchange requests for an Extra Care property the application should be discussed with the Local Authority / nominations panel to ensure the care provision.
- A notice for arrears, ASB, nuisance or other breach of the tenancy is in effect.
- A possession or suspended possession order is in effect.
- The move will create under occupancy or overcrowding.
- The property has been adapted and the incoming tenant does not require these adaptations.
- Money has been offered or paid to incentivise the move.
- The accommodation is let as part of the resident’s employment.

Many of Housing 21’s residents are elderly or vulnerable and the scheme manager should discuss the request with the resident to ensure there is no undue pressure or coercion to move. Where there are such concerns the application should be temporarily refused and a safeguarding referral made.

If the incoming resident does not must meet the Right to Rent requirements the application must be refused.

The incoming resident should be advised of the rent and service charges, if they are unable to afford the rent (after any benefit entitlement) the application must be refused.

Exchanges involving a joint tenancy cannot be approved unless both tenants have given consent by signing the mutual exchange application form.

A full list of the legal grounds for refusing a mutual exchange can be found at [Appendix 4](#)

Conditional Consent

Where there are low level rent arrears, and a notice has not been served or there are outstanding repairs that are the tenant’s responsibility the exchange cannot be refused but approval will be given on condition that these issues are rectified before the exchange goes ahead. This conditional consent needs to be made in writing and issued within 42 days of receipt of the mutual exchange application. ([Appendix 6](#))

Finding a Mutual Exchange

Tenants are responsible for finding an exchange themselves although we recognise that vulnerable residents may need some support from their scheme manager. The most common way of doing this is through mutual exchange websites, social media such as Facebook, advertising in local shops or through word of mouth.

Housing 21 subscribe to Homeswapper <https://www.homeswapper.co.uk/> a mutual exchange website with an annual fee. Housing 21's current tenants can join the scheme free of charge and Homeswapper will request authorisation from the Strategic Operations Team before they make the application live.

Assignment or New Tenancy

The mutual exchange regulations require that the exchange is managed via a Deed of Assignment.

Where all parties are current **assured tenants of Housing 21** and there will be no impact on the tenants' rights and responsibilities the exchange will normally be processed as a void and relet (back-to-back letting).

Repairs

Prior to approval a property inspection will be carried out and the outgoing tenant advised of any remedial work or repairs that are their responsibility.

Where there is a gas supply a gas safety check must take place prior to the exchange.

The incoming tenant must agree to accept the condition of the property as seen. Housing 21 will remain responsible for all landlord obligations but will not carry out any improvements or internal decorating unless this work is already scheduled.

Exchanges Carried Out Without Permission

If the mutual exchange goes ahead prior to approval or after approval has been refused the exchange is unlawful. This means that neither party has any legal interest in the property they have moved to. The tenants will lose their **security of tenure** as they are no longer occupying their original tenancy as their only and principal home.

The Head of Service will (where appropriate in conjunction with the other landlord) decide whether to

- Give permission for the exchange retrospectively.
- Insist that the tenants return to their original homes.

- Terminate the tenancies by serving a Notice to Quit on the original homes and seek repossession.

The tenants will be responsible for a use and occupation charge equivalent to the rent and service charges whilst a decision is made regarding their tenancy.

Mutual Exchange Process

Key Steps

1. The resident identifies a mutual exchange swap.
2. Resident completes an application form giving details of the resident who they wish to swap with. [Appendix 1](#) and [Appendix 2](#)
3. Mutual Exchange Assessment form completed and initial review of application by scheme manager and their line manager to identify if the eligibility criteria has been met. Refusal letter issued if appropriate and process ceases. This should be completed within 14 days of receipt of the form. [Appendix 3](#)
[If t](#)he exchange is refused the applicant has the right of appeal to the Head of Service.
4. Contact made with the landlord of the incoming resident to discuss eligibility.
5. Property Inspection and resident notified of any repairs they are responsible for – conditional consent letter issued if appropriate.
6. Rent account reviewed and conditional consent letter issued if low level arrears.
7. Decision made whether to approve and approval / refusal letter issued. The decision should be made within 42 days.
8. Gas safety check carried out.
9. Date for exchange agreed with all parties
10. Date agreed for incoming resident to attend the office to sign the Deed of Assignment and to go through the tenancy sign up checklist process explaining their rights and responsibilities
11. If void and relet, then the incoming details added to the housing management system and processed as a normal back to back letting.
12. If via a deed of Assignment then arrange for the tenancy names to be amended on the rent account (Income Admin).
13. Advise the Regional Co-ordinators team of the exchange to add to the mutual exchange register.

List of Appendices

Appendix 1 Resident Application Form (Word document)

Appendix 2 Resident Application Form (PD)

Appendix 3 Mutual Exchange Assessment Form

Appendix 4 Mutual Exchange Grounds for Refusal

Appendix 5 Refusal for Mutual Exchange template letter

Appendix 6 Conditional Consent template letter

Appendix 7 Mutual Exchange Approval template letter

Appendix 8 Deed of Assignment & Consent to assignment template

Mutual Exchange Application Form

Section 1 Your Details

Please give the following details for you and your household					
Title	Surname	First Name	Sex M/F	Date of Birth	Relationship to you the tenant

Present Address
Postcode

Email address	Telephone	Mobile

What type of tenancy do you have? *Starter tenancies do not have the right to mutual exchange		Secure / Assured / Starter*
When did your tenancy start?		
Do you have any pets? Yes /No	If yes how many and extra care what type of pet?	
Property Type		
Number of Bedrooms		

Is your property adapted for a person with special needs?	
If yes please state what adaptations	

Section 2 Details of the Person You Wish to Exchange With

Please give the following details for the household wishing to exchange with you					
Title	Surname	First Name	Sex M/F	Date of Birth	Relationship to the tenant

Present Address
Postcode

Email address	Telephone	Mobile

Landlords name and address	
Landlords telephone number	
Property Type	
Number of bedrooms	
What type of tenancy do they have	Secure / Assured / Starter

Declaration

Housing 21 ensures that where a tenancy is offered to Board member, staff or their close relatives, that there is no favouritism. If you are a member of staff or related to any member or officer of the Association, please give details below:

--

Please Note

You can only carry out a mutual exchange with another tenant of a Housing Association or Local Authority.

You must not move or make arrangements to move until we have agreed your mutual exchange.

Under the Data Protection Act we must tell you what we will use your personal details and sensitive data for and we must store it securely. The information you have given will be used by us to assess your mutual exchange application and correspond with you. On occasion we are required to supply statistics to organisations that regulate us. We will not divulge any information we hold about you unless you agree, we are required to do so by law or we have to do so in order to protect your rights.

I/ we* confirm that the information I/ we* have supplied is accurate and may be held by Housing 21 in accordance with the particulars above. I / we * understand that the completion of this form does not imply I/ we* will automatically be entitled to carry out a mutual exchange with another tenant.

By signing this form you give consent for us to contact and share the relevant information required to process your application with the landlord of the tenant you wish to mutual exchange with and any other relevant authorities.

We reserve the right to request references at a later date.

We reserve the right not to house you should you give false information.

Signature of applicant	Date
------------------------	------

Please return this form to your Court or Housing Manager

MUTUAL EXCHANGE

FORM



Section 1: Your details

Please give the following details for you and your household

	Title	Surname	First Name	Sex M/F	Date of Birth	Relationship to you the tenant
Applicant 1						
Applicant 2						
Present address:						
				Postcode:		

Email address	Telephone	Mobile
What type of tenancy do you have? <i>*Starter tenancies do not have the right to mutual exchange.</i>	Secure / Assured / Starter* <i>(delete as appropriate)</i>	
When did your tenancy start?		
Do you have any pets? <i>(If yes, what type of pet?)</i>		
Property type:		No. of bedrooms: <input type="text"/>
Is your property adapted for a person with special needs? <i>(If yes, please state what adaptations)</i>		

Section 2: Details of the person you wish to exchange with

Please give the following details for the household wishing to exchange with you

Title	Surname	First Name	Sex M/F	Date of Birth	Relationship to the tenant

Present address:					
			Postcode:		

Email address	Telephone	Mobile
Landlord's name and address:		
Landlord's telephone number:		
Property type:		Number of bedrooms: <input type="text"/>
What type of tenancy do they have?	Secure / Assured / Starter <i>(delete as appropriate)</i>	

Declaration:

Housing 21 ensures that when a tenancy is offered to a Board Member, an employee or their relative, that there will not be favouritism. Please provide details below if you are a Board Member, an employee or related to an employee or Board Member.

--

Please Note:

You can only carry out a mutual exchange with another tenant of a Housing Association or Local Authority.

You must not move or make arrangements to move until we have agreed your mutual exchange.

Under the Data Protection Act we must tell you what we will use your personal details and sensitive data for and we must store it securely. The information you have given will be used by us to assess your mutual exchange application and correspond with you. On occasion we are required to supply statistics to organisations that regulate us. We will not divulge any information we hold about you unless you agree, or we are required to do so by law, or we have to do so in order to protect your rights.

I/we* confirm that the information I/we* have supplied is accurate and may be held by Housing 21 in accordance with the particulars above. I/we* understand that the completion of this form does not imply I/we* will automatically be entitled to carry out a mutual exchange with another tenant.

By signing this form, you give consent for us to contact and share the relevant information required to process your application with the landlord of the tenant you wish to mutual exchange with and any other relevant authorities.

We reserve the right to request references at a later date.

We reserve the right not to house you should you give false information.

***Signature of applicant 1:**

Date:

***Signature of applicant 2:**

Date:

Please return this form to your Scheme or Housing Manager.

Appendix 3 – Mutual Exchange Assessment Form

Date Mutual Exchange Requested by Housing 21 Tenant:	
Date of Visit to Housing 21 Tenant	Date Information Request Sent to the Landlord of the Incoming Tenant:

Personal Details			
Current H21 Tenant's Details		Incoming Tenant's Details	
Name of Tenant/s:		Name of prospective Tenant/s:	
Address:		Address:	
Other household members	Name/ DOB/ relationship to tenant	Other household members	Name/ DOB/ relationship to tenant

Any special requirements:		Landlord Details:	
Original Tenancy Start Date:		Original Tenancy Start Date:	
Tenancy Type:	Secure / Assured (delete as appropriate)	Current Tenancy Type:	Secure / Assured / Fixed Term (delete as appropriate)
Comments: If starter tenancy then the exchange is refused		Comments: if starter, introductory or demoted then the exchange is refused	
Is the tenant in receipt of Housing Benefit or Universal Credit? If so how much?		Is the tenant in receipt of Housing Benefit or Universal Credit? If so how much?	
Are benefit payments made direct to the landlord?		Are benefit payments made direct to the landlord?	

Compliance With Tenancy Conditions	
Housing 21 Tenant	Compliance With Tenancy Conditions – Incoming Tenant
Any breaches of tenancy conditions (If so, please list the grounds and latest action taken)	Any breaches of tenancy conditions (If so, please list the grounds and latest action taken)
Current Rent Account Balance - £ If in arrears, do they have a payment plan? If yes provide details.	Current Rent Account Balance - £ If in arrears, do they have a payment plan? If yes provide details.

Is there a current Notice for arrears / nuisance?	Any current Notice for arrears / Nuisance?
Have any complaints including nuisance been made against the applicant in the past two years? If yes provide details.	Have any complaints including nuisance been made against the applicant in the past two years? If yes provide details.
General Observations:	General Observations:

Property Details							
H21 Tenant's Property Details				Incoming Tenant's Property Details			
Sheltered	Extra Care	PFI / PPP	(delete as appropriate)	Sheltered	Extra Care	General Needs	(delete as appropriate)
Number of Bedrooms:		Garage / Allocated Space:		Number of Bedrooms:			
Will this create under or overcrowding?				Will this create under or overcrowding?			
Private Garden		Communal		None (delete as appropriate)			
Only Compete the Following Questions if the Exchange is With Another H21 Tenant.							
List of Physical Adaptations i.e. level access shower:				List of Physical Adaptations i.e. level access shower:			
List Any Tenants Improvements / Alterations				List Any Tenants Improvements / Alterations			
Condition of H21 Property				Condition of H21 Property if the Exchange is With Another H21 Tenant.			
Room		Comments		Room		Comments	
Hall & Landing				Hall & Landing			
Sitting Room				Sitting Room			
Kitchen				Kitchen			

Bathroom		Bathroom	
Bedroom 1		Bedroom 1	
Bedroom 2		Bedroom 2	
Bedroom 3		Bedroom 3	
Other		Other	
External areas for which tenant solely responsible i.e. Garden / Garage		External areas for which tenant solely responsible i.e. Garden / Garage	
Gas safety check carried out. (where applicable)	Signature and position	Gas safety check carried out. (where applicable)	Signature and position

Decision						
Current H21 Tenant's Details			Incoming Tenant's Details			
Permission to disclose tenancy details to other Landlord has been given by tenant (signed application form)			YES	NO	Permission to disclose tenancy details to the other Landlord has been given by tenant (GDPR)	
Approved	Refused	Conditional Consent		Approved	Refused	Conditional Consent
Conditions of Consent:			Conditions of Consent:			
Date conditions to be achieved by:			Date conditions to be achieved by:			
Date of Exchange agreed as:			Date of Exchange agreed as:			
H21 Managers Name: Managers Job Title			Landlord Representative Name:		Contact No:	
Signature:			Signature:		Date:	
Date:						

HOUSING 21 OFFICE USE: AFTER EXCHANGE COMPLETED	
Date Deeds of Assignment signed:	Date Exchange took place:
Date New Tenant File set up containing existing Tenancy and Deed of Assignment and this Assessment form:	

Appendix 4 - Mutual Exchange Grounds for Refusal

HOUSING ACT 1985

- Ground 1 –** the tenant or the proposed assignee is subject to a possession order or a suspended possession order
- Ground 2 –** A notice seeking possession is in force against the tenant or the proposed assignee under Grounds 1 – 6 of schedule 2 of the 1985 Act,
(Note – These grounds relate to non payment of rent; nuisance; neglect of property; obtaining the tenant via false information or having assigned the property / exchanged previously for money.)
- Ground 3 –** The accommodation is substantially larger than is reasonably required by the proposed assignee.
- Ground 4 –** The size of the accommodation is not reasonably suitable for the needs of the assignee
- Ground 5 –** the dwelling forms part of or is within the curtilage of a building which is held mainly for non-housing purposes or is situated in a cemetery and was let to the tenant or his predecessor in connection with their employment with the landlord or with a local authority etc.
- Ground 6 –** the landlord is a charity and the proposed assignee's occupation would conflict with the objects of the charity.
- Ground 7 –** the dwelling is designed to make it suitable for a physically disabled person and if the exchange took place no such person would be living in the dwelling
- Ground 8 –** The landlord is a housing association which provides accommodation only for persons whose circumstances make it especially difficult for them to satisfy their housing needs and if the exchange took place there would be no such person living in the dwelling
- Ground 9 –** the dwelling is one of a group that is let to persons with special needs and a social service or special facility is provided close by in order to assist the tenants – if the exchange took place there would be no person with special needs living in the dwelling.
- Ground 10 –** the dwelling 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 the tenants of the dwellings are members of the association and the proposed assignee is not such a member or is not willing to become one.

Additional Ground (Housing Act 2004)

an injunction order under S153 Housing Act 1996 or ASBO or a Demotion Order or a possession order under Ground 2 for secure tenancies and Ground 14 for assured tenancies is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with them.

Localism Act 2011 – Schedule 14

- Ground 1.** This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid. .
- Ground 2.** This ground is that an obligation under one of the existing tenancies has been broken or not performed. .
- Ground 3.** This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy. .
- Ground 4.** This ground is that either of the following conditions is met. .
- (1) The first condition is that—
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
 - (b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).
 - (2) The second condition is that—
 - (a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and
 - (b) the notice specifies one or more of those grounds and is still in force. .
- Ground 5.** This ground is that either of the following conditions is met.
- (1) The first condition is that—
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
 - (b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)
 - (2) The second condition is that—

- (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
- (b) the notice specifies one or more of those grounds and is still in force. .

Ground 6. This ground is that either of the following conditions is met.

- (1) The first condition is that a relevant order or suspended Ground 2 or 14 possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.
- (2) The second condition is that an application is pending before any court for a relevant order, a 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.
- (3) In this paragraph—
 - a “relevant order” means—
 - (a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),
 - (b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),
 - (c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),
 - (d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998, or
 - (e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003;

a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;

a “Ground 2 or 14 possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.

Ground 7. This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted. .

Ground 8. This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of—

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- (b) the family of that tenant or those tenants. .

Ground 9. This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

- (1) The first condition is that the dwelling-house—
 - (a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord—
 - (i) is held mainly for purposes other than housing purposes, and
 - (ii) consists mainly of accommodation other than housing accommodation, or
 - (b) is situated in a cemetery.
- (2) The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of—
 - (a) the landlord under the tenancy,
 - (b) a local authority,
 - (c) a development corporation,
 - (d) a housing action trust,
 - (e) an urban development corporation, or
 - (f) the governors of an aided school. .

Ground 10. This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity. .

Ground 11. This ground is that both of the following conditions are met.

- (1) The first condition is that the dwelling-house proposed to be let on the new tenancy has features that—

- (a) are substantially different from those of ordinary dwelling-houses, and
 - (b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house. .
- (2) The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house. .

Ground 12. This ground is that both of the following conditions are met.

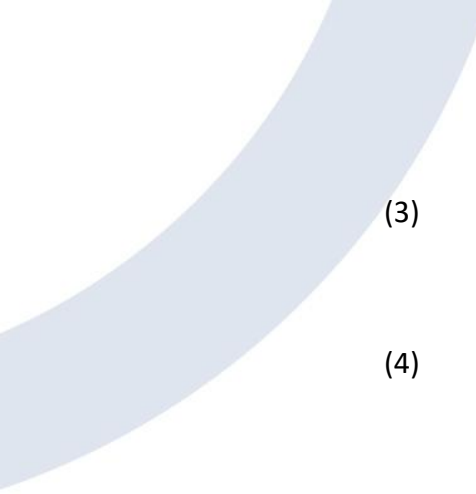
- (1) The first condition is that the landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.
- (2) The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

Ground 13. This ground is that all of the following conditions are met.

- (1) The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.
- (2) The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.
- (3) The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house. .

Ground 14. This ground is that all of the following conditions are met.

- (1) The first condition is that—
 - (a) the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and
 - (b) at least half the members of the association are tenants of dwelling-houses subject to the agreement.
- (2) The second condition is that at least half the tenants of the dwelling-houses are members of the association.

- 
- (3) The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.
 - (4) References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A (6) of the Housing and Regeneration Act 2008.

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Appendix 5 - Refusal for Mutual Exchange template letter
(Date)

(Address of Tenant)

Dear xxx

Re: Refusal for Permission to Exchange Your Home

Further to your request to exchange properties with (incoming tenants name) of (incoming tenants address). On this occasion Housing 21 will not be granting permission for you to exchange your home.

The Housing Act 1985 sets out the reasons why a mutual exchange can be refused, in your case your exchange has been refused because

(delete as appropriate)

- The person you wish to exchange with is not eligible
- There is a Possession or Suspended Possession Order in place
- You have been served a Notice Seeking Possession for rent arrears or a breach of your tenancy conditions
- If the exchange goes ahead you will be overcrowded or under occupying
- If the exchange goes ahead (name of incoming tenant) will be overcrowded or under occupying
- Your flat is designed / adapted for a disabled person and (name of incoming tenant) does not require these facilities
- The landlord of (name of incoming tenant) has refused permission because

I appreciate that this may be disappointing please do not hesitate to contact me should you wish to discuss this further.

Yours Sincerely

Appendix 6 - Conditional Consent template letter

(Date)

(Address of Tenant)

Dear xxx

Regarding Mutual Exchange Request

Further to your request to exchange properties with

(incoming tenants name)

(incoming tenants address)

Consent is given for this exchange on condition that you (give reasons e.g. pay your arrears of £ and thereafter maintain a clear rent account / carry out the following repairs which are your responsibility... / remedy the following tenancy breaches....)

Please inform me when these conditions have been fulfilled. Where appropriate I will then arrange a further property inspection. Once I am satisfied that these conditions have been met we will agree a date for your exchange. You must not move prior to this date if you do your home and your tenancy will be at risk.

Housing 21 reserve the right to review this consent should your circumstances change.

Please do not hesitate to contact me should you wish to discuss this further.

Yours Sincerely

Appendix 7 – Mutual Exchange Approval template letter

Date)

(Address of Tenant)

Dear xxx

Regarding Mutual Exchange Request

Further to your request to exchange properties with

(incoming tenants name)

(incoming tenants address)

Consent to proceed with the mutual exchange is granted. You must ensure that the resident you wish to exchange with has also got written consent from their landlord before you proceed, please let me know when you have a copy of this. We can then agree a date for the exchange to proceed and any paperwork to be completed. You must not move prior to this date if you do your home, and your tenancy will be at risk.

Housing 21 reserve the right to review this consent should your circumstances change.

Please do not hesitate to contact me should you wish to discuss this further.

Yours Sincerely

DEED OF ASSIGNMENT & CONSENT TO ASSIGNMENT

THIS ASSIGNMENT is made on..... BETWEEN:

- (1) (the Tenant(s))
Of
- (2) (the Assignee(s))
Of.....
- (3) Housing 21, Tricorn House, 51- 53 Hagley Road Birmingham B16 8TP (the Landlord)

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1. In this assignment:

- 1.1.1. 'the Covenants' means the covenants, conditions and other obligations on the part of the tenant contained or referred to in the Tenancy;
- 1.1.2. 'the Tenancy' means the tenancy of the Property particulars of which are set out in schedule 1;
- 1.1.3. 'the Property' means the single dwelling more particularly described in the Tenancy and briefly described in schedule 2;
- 1.1.4. 'the Term' means the term granted by the Tenancy;

- 1.2. Words importing one gender shall be construed as importing any other gender;
- 1.3. Words importing the singular shall be construed as importing the plural and vice versa;
- 1.4. Where any party comprises more than one person the obligations and liabilities of that party under this assignment shall be joint and several obligations and liabilities of those persons.

2. Recitals

- 2.1. By the Tenancy the Property was demised to the Tenant for the Term at the initial rent mentioned in schedule 1.

- 2.2. The Tenant(s) have agreed to assign the Tenancy to the Assignee for the residue of the Term
- 2.3. The Landlord has agreed to join in this deed to consent to the assignment.

3. Assignment

- 3.1. The Tenant with the consent of the Landlord assigns the Property to the Assignee to hold to the Assignee for the unexpired residue of the Term subject to the exceptions and reservations in the Tenancy and the performance and observance of the Covenants.

4. Assignee's covenant with the landlord

- 4.1. The Assignee covenants with the Landlord that he and his successors will pay the rent and all other sums reserved by the Tenancy and will perform all the Covenants during the Term.

IN WITNESS whereof the Parties have executed this Assignment as a deed on the date first before written

SCHEDULE 1

The Tenancy

Original Tenant

Incoming Tenant

Initial Rent

Current Rent

SCHEDULE 2

The Property

(describe the Property).....

Signed as a Deed by [insert current tenants name]

.....

Date

(Tenant)

In the presence of Witness: -

.....

(Officers Signature)

.....

(Officers Name)

.....

(Officers Job Title and Location)

Signed as a Deed by [insert incoming tenants name]

.....

Date

(Assignee)

In the presence of Witness: -

.....

(Officers Signature)

.....

(Officers Name)

.....

(Officers Job Title and Location)

Executed as a Deed by Housing 21

Authorised by