

Paragon Asra Housing Limited

Mutual Exchange Policy

May 2018

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Department	Housing Services
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AUDIT LOG

Date of Change	Who updated	Details of the change

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Paragon Asra Housing Limited (PA Housing) is committed to equality and diversity. This policy has considered the Equality Act 2010 and its protected characteristics which are: race, gender, gender reassignment, disability, religion or belief, sexual orientation, age, marriage, civil marriage and partnership, and pregnancy and maternity explicitly.

We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats we will provide them.

1 Introduction

- 1.1 Paragon Asra Housing (PA Housing) is committed to providing a high quality service to all tenants and prospective tenants in relation to the mutual exchange process.
- 1.2 We recognise that our tenants' needs change throughout their lives and tenancies and this may result in a need to move home.
- 1.3 The option of exchanging homes is often the easiest and quickest way to move and this policy outlines how the mutual exchange process can be utilised. PA Housing encourages mutual exchange as an effective way of increasing tenant mobility.
- 1.4 PA Housing belongs to the 'Homeswapper' national scheme to facilitate mutual exchanges. This enables tenants to exchange their home either with a PA Housing tenant or a tenant of another housing association or local authority.
- 1.5 Assured and shorthold fixed term tenants and assured periodic tenants have the right to exchange their tenancy subject to the consent of both landlords and certain exceptions. Starter and assured shorthold tenants do not have the right to exchange

2 Objectives

- 2.1 We recognise that mutual exchange can be beneficial for both for the tenant and PA Housing. Therefore we aim to:
 - Assess and provide a decision on any application to exchange within 42 days of receipt.
 - Respond to any requests for advice or guidance within three working days.
 - Ensure that all PA Housing properties involved in a mutual exchange have a new electric and gas safety check prior to the new tenant taking occupation.
 - Provide all our tenants with free access to the Homeswapper national mobility scheme to facilitate mutual exchange.
 - Ensure that mutual exchanges are carried out either by way of a deed of assignment, or we will issue a new fixed term tenancy agreement where the remaining fixed term period of the existing tenancy has less than two years to run.
 - Reinforce the expressed terms of the tenancy agreement relating to the right to exchange properties.

3 Key points of policy

- 3.1 All tenants with an assured, secure or fixed term tenancy agreement have the right to exchange their property with another social housing tenant who holds an assured, secure or fixed term tenancy.
- 3.2 A tenant cannot apply for an exchange in their first 12 months of tenancy, but they can apply once they have successfully moved onto an assured or fixed term tenancy following the probationary period.

- 3.3 Tenants holding assured shorthold tenancies are unable to apply for a mutual exchange.
- 3.4 We will take legal advice on mutual exchanges involving fixed term tenancies where required, to ensure legal compliance.

4 Verification checks

- 4.1 All prospective tenants joining PA Housing via a mutual exchange will be subject to the same verification checks as other prospective tenants. For more details please see the Allocations policy.

5 Reasons for refusing a mutual exchange

- 5.1 Written consent of both landlords must be obtained before a mutual exchange can go ahead. Tenants' rights may be affected if they exchange and move without this. In such cases PA Housing will seek legal advice.
- 5.2 We are obliged to make a decision on whether to give the consent within 42 calendar days. If we do not have all of the required information in order to assess an application, we may cancel or restart the mutual exchange process.
- 5.3 We will only refuse a mutual exchange based on Schedule 3 of the Housing Act 1985, under the following grounds:
- Ground 1 – The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling house of which they are the secure tenant
 - Ground 2 – if either person applying to exchange has an outstanding possession proceedings, or there is a Notice of Seeking Possession (NOSP) in place
 - Ground 2a – if anyone exchanging has in force, or has an application for, any legal action associated with anti-social behaviour - section 191 of the Housing Act 2004
 - Ground 3 - if your home is too big for the incoming tenant. We will not allow our homes to be under-occupied by more than one bedroom as a result of the mutual exchange
 - Ground 4 – if your home is too small for the incoming tenant. We will not allow the home to become statutorily overcrowded.
 - Ground 5 – if your home was let to you because of your employment.
 - Grounds 7, 8, and 9 – if the home is unsuitable for the person you want to exchange with because it is adapted for someone with support needs.
- 5.4 If our tenant has rent arrears or is in breach of their tenancy, but has not been served a Notice of Seeking Possession, they will normally need to clear the arrears or fix the

breach. This includes disrepair of the home and anti-social behaviour. The tenant should contact us for advice if this is the case.

6 Repairs responsibilities

- 6.1 As part of the mutual exchange process, we will complete a full property inspection of our property to make sure that it is in reasonable condition and there are no outstanding disrepair issues.
- 6.2 We will agree what repairs must be completed prior to an exchange completing. Where minor repairs are identified, we will grant conditional consent on the basis that the repairs are completed prior to completion or agree with the incoming tenant that they accept the property in the condition that it is in, In such cases the incoming tenant must take responsibility for completing the repairs themselves.
- 6.3 If we discover that major elements of disrepair or outstanding repairs are not completed within agreed timescales, we may cancel the Mutual Exchange and advise the tenant to reapply once the repairs issues are resolved.
- 6.4 When a person successfully exchanges into one of our properties, they will take on the responsibilities of the outgoing tenant. This includes any changes, improvements, or alterations made to the home. For example, if the previous tenant replaced a bath with a shower, we won't replace it with a bath after the exchange.
- 6.5 PA Housing will not be responsible for removing any items that have been left in the property by the outgoing tenant.
- 6.6 If there are genuine repairs that arise following the exchange, we will deal with these under our Maintenance policy.

7 Training

- 7.1 We will carry out training for all relevant staff to make sure that they are aware of our policy. Managers will receive specific training to provide the skills and knowledge to comply with our policy.
- 7.2 New staff will have a thorough induction and training to ensure that they understand and can implement our policy.

8 Monitoring and reporting

- 8.1 Regular monitoring will take place by carrying out satisfaction surveys to obtain views on our performance during the mutual exchange process and opportunities to identify and suggest any areas for improvement. Feedback from this exercise will contribute towards the continuous improvement of our policy.

9 Equality analysis

- 9.1 This policy is subject to an equality analysis to make sure that we do not illegally discriminate against anyone and that it is fair to everyone.

10 Linked policies

Allocations

Compensation

Complaints

Equality, Diversity and Inclusion

Maintenance

Tenancy