

# Mutual Exchange Policy

## 2020 – 2023

### Document control

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<b>Responsible Executive Director</b>	Executive Director – Customer Insight
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<b>Version</b>	<b>Date of review</b>	<b>Details of review</b>
1	July 2020	New policy – Separated out from Tenancy Management Policy. Written in consultation with Anthony Collins Solicitors.
2	June 2021	Transferred on to revised Livv Housing Group policy template.
3	December 2021	Updated to reflect new staffing structure

## 1. Introduction

This policy sets out our approach to tenants who wish to carry out a mutual exchange. We are keen to promote mutual exchange as a way of satisfying tenants' housing needs and aspirations. We will do this by:

- providing tenants with the information (and support) they need to exchange their property in accordance with their tenancy agreement rights and providing clear information on the implications of such a change.
- encouraging mutual exchange in addition to and as an alternative to an internal transfer; and
- facilitating access to an online mutual exchange register and schemes.

The aims of the policy are to ensure:

- that tenants are aware of their responsibility to find and inspect a mutual exchange property.
- clarity in respect of our responsibilities in the process; and
- that mutual exchanges are only carried out with the written consent of both/all landlords and in accordance with relevant legislation and policies and procedures.

## 2. Scope

The implementation and scope of the policy applies and is applicable to:

Livv Housing Group	X
Livv Homes	
Livv Maintenance	
First Ark Social Investment (Operating as Livv Investment)	
All entities	

## 3. Compliance

The policy is in place in order to support:

Regulatory Compliance, in particular the: <ul style="list-style-type: none"><li>• Tenancy Standard April 2012</li><li>• Governance and Financial Viability Standard April 2015</li></ul>	X
Legislative Compliance, in particular the: <ul style="list-style-type: none"><li>• Housing Act 1985 (applicable by reference to it in the transferring tenants tenancy agreement).</li><li>• Localism Act 2011; and</li><li>• Transfer of Tenancies and Right to Acquire (Exclusion) Regulations 2012</li></ul>	X
Best Practice	X

The Tenancy Standard expects us as a private registered provider of social housing to:

- Clearly set out, and be able to give reasons for, the criteria they use for excluding actual and potential tenants from consideration for mutual exchange schemes (paragraph 2.1.3 of the Standard);

- Subscribe to an internet based mutual exchange service (or paying the subscriptions of individual tenants who wish to exchange), allowing:
  - a tenant to register their interest in arranging a mutual exchange through the mutual exchange service without paying a fee;
  - the tenant to enter their current property details and the tenant's requirements for the mutual exchange property they hope to obtain; and
  - the tenant to be provided with the property details of those properties where a match occurs. (Paragraph 2.1.8 of the Standard);
- Ensure that the internet based mutual exchange service to which they subscribe is a signatory to an agreement, such as HomeSwap Direct, under which tenants can access matches across all (or the greatest practicable number of) internet based mutual exchange services (paragraph 2.1.9 of the Standard);
- Take reasonable steps to publicise the availability of any mutual exchange service(s) to which it subscribes to its' tenants (paragraph 2.1.10 of the Standard); and
- Provide reasonable support in using the service to tenants who do not have access to the internet (paragraph 2.1.11 of the Standard).

The Governance and Financial Viability Standard states governance arrangements shall ensure registered providers adhere to all relevant law.

#### **4. Policy Statement**

##### **Definitions**

**Mutual Exchange** – The term used to describe the ability of two or more tenants in the social housing sector to legally exchange their property with that of another social housing tenant. Another term used for this is "home swap". Exchanges can only take place between social housing tenants.

**Assignment** – Is one method (and the most common) by which a mutual exchange can take place. It is the legal transfer of a tenancy to another person who becomes the tenant and acquires the benefits and obligations of the original tenant.

**Surrender and Re-Grant** – Is another way by which a mutual exchange can take place. It is where both tenants surrender their current tenancies and sign a tenancy for their new property.

##### **Principles**

We aim to provide excellent customer service in respect of mutual exchanges. To achieve this, we will:

- Promote HomeSwapper so that tenants may more easily find exchange partners. Tenants can also advertise for a mutual exchange via a local paper, noticeboard or word of mouth.
- Make it easy for tenants to apply for an exchange by providing clear information and a simple application process.
- Advise tenants of any effect on their legal rights.

- Advise tenants on the implications of the move upon any welfare benefit entitlement.
- Inspect properties for repairs which are the tenant's responsibility and inform the incoming tenant of any outstanding issues which they will be taking the property subject to.
- Keep tenants and other landlords informed of progress; and
- Give a decision on an exchange within 42 days (six weeks) of a tenant's written application. (If this timescale is exceeded the tenant can assume that we have given permission, and this cannot be challenged by us.)

With the exception of payment of any outstanding rent arrears, a tenant must not pay or accept any money to enter a mutual exchange, whether by way of assignment or surrender and re-grant.

### **The Right to exchange**

The right to exchange varies according to the type of tenancy the tenant has. For each request to exchange, the tenant's particular tenancy agreement will be checked.

The different types of tenancy we offer and the right of exchange set out in each tenancy is outlined below:

- Assured (non-shorthold) tenants have a contractual right to exchange subject to conditions.
- Assured shorthold tenants generally do not have the right to exchange.
- Starter tenancies are not granted any contractual rights to exchange whilst the tenant remains within their initial probationary period. Once the tenancy converts to an assured non-shorthold tenancy, they do have the right to exchange subject to conditions.
- Contractual tenancies (e.g. hostel tenants and those in temporary accommodation) are not granted any contractual rights to exchange.

Where there is a right to exchange, this is subject to the conditions set out in the tenancy agreement which are in summary:

- All tenants being tenants of social landlords.
- All landlords agreeing to the exchange (where this is required); and
- We have given written consent.

In exceptional circumstances, where the best use of stock requires it, a Complex Queries and Complaints Officer with the consent of their Manager, may allow an exchange even where the tenant does not have a right to exchange.

### **Which mutual exchange regime applies?**

Some mutual exchanges will operate under the right set out sections 158 and 159 of the Localism Act 2011. This is referred to in this policy as the 'Localism Act Regime'. In practice this will only apply where our tenant:

- Has an assured tenancy that was granted before 1<sup>st</sup> April 2012; and
- Is seeking to exchange with either:

- a flexible tenant of a local authority; or
- a tenant of another private registered provider of social housing who has a fixed term assured shorthold tenancy of more than two years paying a social rent. It is the length of the tenancy granted that is the determining factor here, not the remaining period of the fixed term tenancy.

All other mutual exchanges will operate under a contractual right to exchange as set out in the tenancy agreement. This is referred to in this policy as the 'Contractual Regime'. In practice this will apply to the majority of exchanges requested by our tenants.

### **Circumstances for our refusal of a mutual exchange**

The circumstances where we will refuse an exchange are dependant upon the type of tenancy held and the relevant legislation. In each case, the tenancy agreement will need to be checked.

- If the exchange is covered by the Localism Act Regime, then we can only refuse the request to exchange on one of the grounds set out in Schedule 14 of the Localism Act 2011. These are set out in **Appendix 1**.
- If an exchange is under the Contractual Regime and the tenancy agreement refers to only refusing on the grounds set out in Schedule 3 of the Housing Act 1985, only those grounds shall be considered. These are set out in **Appendix 2**.
- If an exchange is under the Contractual Regime and the tenancy agreement is silent on the specific grounds which can be relied upon or refers to the grounds set out in our policy from time to time, then the grounds set out in **Appendix 3** shall be considered.

Where the grounds refer to the property being "substantially more extensive" than required by the household, this means there would be more than one spare bedroom for the household as determined by our Lettings Policy or the relevant lettings policy for that particular property.

Generally, if one or more of the applicable grounds for refusing the exchange exists, the exchange will be refused. Alternatively:

- Where the exchange is under the Contractual Regime, conditions may be imposed upon permission to exchange, for example, payment of arrears within 28 days. Conditions must only relate to payment of outstanding rent, putting right a breach of the tenancy or keeping an obligation of the tenancy agreement; or
- Permission may be given where the exchange would facilitate best use of our stock. In that case, the Team Leader must agree to consent being given.

Note under the Localism Act Regime it is not possible to give consent subject to conditions, for example, payment of rent arrears. So, where there are arrears in that scenario:

- Consent should be refused; or
- If the tenant is under-occupying the property and rent arrears are accruing because the tenant is unable to claim full Housing Benefit or Universal Credit, permission can be granted subject to Head of Service approval. The arrears will be written off.

If the exchange is refused, we will write to the tenant informing them of the reasons for refusal citing the specific ground(s) relied upon.

### **Process**

This applies where a tenant has the right to exchange and permission has been given to the exchange.

Where the exchange is under the Localism Act Regime:

- Tenants will surrender their existing tenancy and each landlord will issue a new tenancy of the property.
- Tenants who hold a 'lifetime' (i.e. a secure or assured tenancy) which was granted before 1<sup>st</sup> April 2012 have security of tenure protected by law. We must grant these tenants an assured tenancy.
- All other tenants will be issued with the form of tenancy specified in our Tenancy Policy at that time.

Where the exchange is under the Contractual Regime:

- The exchange will operate by way of assignment.
- We will issue a Licence to Assign in respect of each tenancy where it is landlord; and
- A Deed of Assignment will be entered into by the 'outgoing' and 'incoming' tenants in respect of each tenancy. No new tenancy agreements need to be issued.

### **Repairs and maintenance**

We will ensure that the property complies with health and safety requirements, including gas and electrical certification and ensuring there have been no adaptations to the property that cause a health and safety risk (for example, removal of a bannister). These checks are carried out prior to the exchange paperwork being signed to ensure the property meets the relevant health and safety requirements.

Once the tenant has occupied the property, they are entitled to normal day to day repairs but must accept any previous tenant alterations and the maintenance of any non-standard items within the accommodation.

Note: We are within our rights to refuse to undertake any works to the condition of the property that the customer signed up to at the point of exchange.

Major improvements or replacements will only be carried out in the property in accordance with our planned timetable for programmes of work.

### **Exchanges without consent**

If a tenant does not obtain our written consent (either at all or because consent was reused) but proceeds to exchange, the exchange will be unlawful. Both tenants will be in the position of:

- having no legal interest in the tenancy at the property at which they are living.
- being liable for the rent and other obligations of their original respective tenancies; and
- having lost their security of tenure because they are no longer occupying their original home as their only or main home.

In these instances, the available options to us are to:

- consider making the exchange legal by completing the new Tenancy Agreements or Licence to Assign and Deed of Assignment forms retrospectively.
- require that both tenants return to their original homes; or
- terminate the tenancies by serving a Notice to Quit (NTQ) and without prejudice Notice of Seeking Possession (NOSP) on the original homes to seek possession on the basis of abandonment.

### **Supporting disabled and other vulnerable tenants**

We will ensure that practical and appropriate support and services will be available for any vulnerable tenant wishing to move by means of a mutual exchange. These services may include help with identifying a suitable property and help with arranging the move. We will work with the family and other relevant support agencies in this process.

### **Data protection, information sharing and confidentiality**

We will not disclose any information about, or provided by, a resident without their consent or an applicable data processing exemption unless there are safeguarding issues which could impact upon the safety of children or adults at risk. See also, our Data Protection and Safeguarding Policies.

## **5. Policy Outcomes**

The outcome of this policy will be that we comply the Regulator of Social Housing's Tenancy Standard and Governance and Viability Standard, and are able to evidence this in our annual self-assessment.

The first outcome of the policy is to provide customers with information around our approach to Mutual Exchanges and the law that applies to them.

Secondly through the application of this policy, we expect all Mutual Exchange decisions to be made within the statutory 42 days (6 Weeks) and to be made in line with the relevant legislation as detailed in this policy. We expect the numbers of exchanges increasing as this provides customers who have low priority bandings under Property Pool Plus Allocations scheme to

still be able to move home and delivers Value for Money for Livv as we will not incur empty homes costs for these moves.

## 6. **Monitoring and Review**

All Mutual Exchanges applications will receive a decision within the statutory 42 day (6 week period). The number of Mutual Exchanges completed in the year is reported in the annual Statistical Data Return (SDR) will increase.

In order to ensure that the policy is effective and delivering the intended impact, the following Key Performance Indicator (KPI) is in place to monitor the performance of the policy:

- Mutual Exchanges Completed within 42 Day Statutory Target = 100%

Furthermore, in line with the Group's Policy Framework, this policy is scheduled to be reviewed every three years, unless due to a change in Government legislation or regulatory requirements, then the review period will be brought forward in order to ensure compliance.

## 7. **Roles and Responsibilities**

The Policy Framework documents the approval routes for all Policies & Strategies, however under this policy the following teams/employees have the following responsibilities.

Executive Director's Team (EDT)	EDT has responsibility for final sign off of the policy
Director of Customer Relationship Management	Ensure operational implementation of this policy
Head of Customer Relationship Management	Ensure key services are delivered in line with this policy and that there are robust performance management arrangements in place. And is responsible for reviewing the policy, amending it accordingly so it supports the associated strategic aims and reflects the service it relates to.
The Customer Relationship Team (with support from Customer Services Processing Team)	Are responsible for the day to day operational delivery of the service and for providing customers with support and advice around the practical application of the policy.



## **8. Equality & Diversity**

In order to comply with the Equality Act 2010, an equality analysis (EA) was completed as part of the policy review. Upon completing the EA it was found that the implementation of the policy would support and encourage the aims of the public sector duty. The equality analysis was completed and approved November 2019.

## **Appendix 1 – Schedule 14 of the Localism Act 2011**

### **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**

[Not relevant to our tenants]

### **Ground 4A**

[Not relevant to our tenants]

### **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 5A**

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

- 3) 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 ground 7A in Part 1 of Schedule 2 to the Housing Act 1988 (absolute ground for possession for anti-social behaviour).

- 4) 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 ground 7A 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, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant, or
- 2) The second condition is that an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.

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,
- e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 or section 27 of the Police and Justice Act 2006,
- f) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or
- g) an order under section 22 of that Act.

An “anti-social behaviour 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.

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

A “riot-related possession order” means an order for possession under Ground 2ZA to the Housing Act 1985 or Ground 14ZA in Schedule 2 to the Housing Act 1988.

### **Ground 6A**

This ground is that a dwelling-house let on an existing tenancy is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

### **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:

- 1) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- 2) 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
    - iii) 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.

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.

## **Appendix 2 – Schedule 3 of the Housing Act 1985**

### **Ground 1**

The tenant or the proposed assignee is obliged to give up possession of the dwelling house of which he is the secure tenant in pursuance of an order of the court or will be so obliged at a date specified in such an order.

### **Ground 2**

Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under section 84A (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under section 83ZA (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force.

### **Ground 2ZA**

Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under section 84A (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under section 83ZA (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force.

### **Ground 2A**

Either -

- a) a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force, or
- b) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them.

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;

- e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 or section 27 of the Police and Justice Act 2006;
- f) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;
- g) an order under section 22 of that Act.

An “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.

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

A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

### **Ground 2B**

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

### **Ground 3**

The accommodation afforded by the dwelling house is substantially more extensive than is reasonably required by the proposed assignee.

### **Ground 4**

The extent of the accommodation afforded by the dwelling house is not reasonably suitable to the needs of the proposed assignee and his family.

### **Ground 5**

The dwelling house:

- a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and
- b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being the employment of the landlord, a local authority, a new town corporation, the Development Board for Rural Wales, an urban development corporation, or the governors of an aided school.



**Ground 6**

The landlord is a charity and the proposed assignee's occupation of the dwelling house would conflict with the objects of the charity.

**Ground 7**

The dwelling house has features which are substantially different from those of ordinary dwelling houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling house and if the assignment were made there would no longer be such a person residing in the dwelling house.

**Ground 8**

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 satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling house.

**Ground 9**

The dwelling house 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 and a social service or special facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling house.

**Ground 10**

The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

Reference to a management agreement includes a section 247 or 249 arrangement, as defined by section 250A(6) of the Housing and Regeneration Act 2008.

### **Appendix 3 – Grounds for Refusing Exchange**

- Any of the grounds listed in Appendix 1 or 2;
- The incoming tenant(s) being unable to demonstrate they can afford the property (e.g. due to mandatory deductions from Housing Benefit or Universal Credit for spare bedrooms);
- The property has been identified for disposal after the current tenancy has ended (e.g. if the tenancy was acquired under a scheme such as mortgage rescue or downward staircasing);
- The property is designated for a specific client group (e.g. keyworkers, vulnerable adults etc.) and the proposed incoming tenant does not fall within that group;
- The property is unsuitable for the proposed incoming tenant(s) for reasons other than those already covered by grounds in Appendix 1 and 2, for example the proposed household numbers and make-up would mean the property was under or over occupied according to our Allocations Policy or relevant lettings policy for the property. Exceptions may be made here where
  - Where an additional bedroom is required on medical grounds: the resident will be required to provide a report from an Occupational Therapist to confirm this; or
  - Where the ages of the children in the household would result in the need for an additional bedroom within 12 months;
- Where we have information about the incoming tenant or a member of their household causing anti-social behaviour or being involved in unlawful activity or other significant breach of tenancy but where no Court order or Notice of Seeking Possession has been issued on that tenant/member of the household;
- We have previously had to evict or obtain an injunction or ASBO against the proposed incoming tenant or a member of their household;
- Where we have reason to believe that one of the exchange parties does not intend to reside permanently in the exchange property; or
- Where the incoming tenant or a member of his/her household owns or holds a tenancy of a property other than the property they are exchanging from.