

Policy Owner	Managing Directors
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Legal Advice From	In-house counsel
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Mutual Exchange Policy

Tenants may 'swap' homes, with agreement from their landlords - this is known as a 'mutual exchange'.

Flagship Group ('we') will ensure that mutual exchanges are accessible and enable housing mobility. This policy outlines how we will assess your eligibility (for tenants staying within Flagship Group or coming into a Flagship Group property) and give consent to mutually exchange.

If you are completing an exchange with another landlord, outside the Flagship Group, you will follow their policy and procedure in addition to ours.

Flagship Group means the housing teams trading as Victory Homes, Newtide Homes and Samphire Homes.

Finding a mutual exchange

It is your responsibility to find a suitable exchange. The most common way is by using online mutual exchange sites. We will provide free access for our tenants to at least one online mutual exchange site (please see our website for more details). If you cannot access the internet, we will provide you with support.

We will ensure the property is safe for you to move into and we will try and complete any repairs that are our responsibility prior to the exchange; however, it is your responsibility to arrange viewings and check the condition and decorative state of the home, as we will not be liable for any repairs that are the responsibility of the tenant moving out. You should also speak to the tenant about the local area to ensure it suits your needs.

Eligibility to exchange

For a mutual exchange to take place you must have:

- a secure, assured, or fixed term tenancy with a statutory or contractual right to exchange (starter tenancies do not have a right to exchange);
- a landlord that is either a local authority or housing association or other registered provider of social housing; and
- written consent of all landlords involved.

As part of the application process, we will complete an affordability assessment with you to ensure you can afford to pay the rent and run the new home.

We may ask for supporting information to show that you meet the criteria to exchange. If our home has been adapted, you may also be required to provide a report from an Occupational Therapist to confirm you or your household require the adaptations.

Consent to Exchange

We do not like to refuse mutual exchanges; however, sometimes we must. The reasons we may refuse an exchange are set out in Appendix 1 (which applies to secure, assured tenancies and fixed term tenancies) and Appendix 2 (which applies to fixed term tenancies only). If we do refuse you will be notified of the reason.

We have a legal obligation to let you know whether the exchange can go ahead within 42 days of receiving your application form. We will try and make the decision quicker where possible.

If you wish to exchange and you have a pet, you should ensure that pets are permitted in that type of home.

If you are given consent to exchange, it is your responsibility to arrange moving dates with your exchange partner, swap keys, read all utility meters and agree what possessions will be left in the property if any, such as curtain poles. You should not pay for any removal costs or other items until consent for the exchange has been given and the move date has been agreed by the landlords.

If a mutual exchange has not been authorised and you exchange without consent, we will consider taking legal action to take possession of the property.

How the exchange is completed

This is important to know because you will either be taking on the tenancy of the outgoing tenant or getting a new tenancy.

The way the exchange is completed depends on the type of tenancy that the exchanging tenants hold.

If the mutual exchange is completed by a 'Deed of Assignment', you take on the tenancy of the outgoing tenant, the rent will stay the same and you will not get a new tenancy agreement. If the previous tenant has used their right to succession, no additional rights will

be granted – (succession is when a home is transferred from the tenant to the spouse or civil partner or member of the family upon the tenant's death).

If the mutual exchange is complete by 'Surrender and Grant' you will get a new tenancy agreement in your name, with new rights of succession; however, the rent you pay may not be the same as the outgoing tenant.

We will explain the terms and conditions of the tenancy that the incoming tenant takes on before the exchange, but we will also advise you to seek legal advice about any loss or gain of tenancy rights.

Appeals

You can make an appeal if we refuse to agree to an exchange. The appeal should be in writing within 14 days from the date the refusal decision was made, including all relevant and supporting information. If you are unable to appeal in writing, then reasonable adjustments will be made.

Any appeal will be considered by members of staff who were not involved in the original decision.

We will respond within 14 days of the receiving the appeal.

Further information about this policy

This policy replaces the Flagship Homes Mutual Exchange Policy (2018).

This policy is supported by our Tenancy Policy and Allocations and Lettings Policy. This Policy will be reviewed as necessary, and at least every three years.

Version Control

Version Number	Detail	Approved By	Date
1.0 dated August 2021	First issue adopted across Flagship Group	Local housing boards for Newtide, Samphire & Victory Homes	May 2021