

# Mutual Exchange Exclusions Statement



## 1.0 Purpose

All assured tenants of Impact Housing Association have the right to request permission to carry out a Mutual Exchange with tenants who have a Secure or Assured Tenancy. Some tenants do not have the right to exchange e.g. Starter and Assured Shorthold (not Fixed Term) Tenants. A Mutual Exchange is a swap between two or more tenants and allows them to arrange their own move.

## 2.0 Impact Housing's commitment

When deciding whether to refuse consent for a mutual exchange the Association consider the grounds for secure tenants and these are set out in the Housing Act 1985 as amended by the Housing Act 2004.

We may also impose certain conditions before an exchange can take place if the tenant is in breach of any terms of the tenancy agreement including rent arrears.

We must give a decision in writing within 28 days of the application giving consent or the reasons for refusing permission.

Where permission is granted the exchange move cannot take place until assignment of tenancy documents are fully completed or in accordance with Section 158 of the Localism Act 2011 the old tenancies are surrendered and new tenancies are granted.

**Reasons for refusing a mutual exchange are set out in Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011. Examples of which include:**

- There is a possession order, injunction order or anti-social behaviour order in place.
- Proceedings have begun for a possession, injunction or anti-social behaviour order, including where just the notice has been served
- The accommodation is larger than is reasonably required by the proposed assignee. The extent of the accommodation is not reasonably suitable to the needs of the proposed assignee.
- The accommodation is designed or adapted for occupation by a person with physical disabilities and the proposed assignee or his/her household does not need this.
- The exchange may breach a relevant planning obligation or condition.

When deciding whether the accommodation is larger than is reasonably required by the proposed assignee we may consider the following:

- Affordability, for example whether the tenant receives a housing related benefit and this is likely to be reduced due to spare bedroom(s). However, we will look at each case individually, acting reasonably in our decision-making, and if it is clear that allowing the mutual exchange to proceed will benefit all parties, affordability permitting, we will exercise our discretion and may permit the exchange to proceed.

- Vulnerability, vulnerability may include issues related to age, physical disability, mental health issues, tenants whose first language is not English etc. In these circumstances an impact assessment will be carried out to inform the decision.

### **3.0 Linked Documents**

1. Cumbria Choice Allocations Policy
2. Anti-social Behaviour Policy
3. Domestic Abuse Strategy
4. Rent Arrears Policy

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**Date Reviewed:** November 2016

**Next Review Due:** November 2018