

## Mutual Exchange Policy Statement

**November 2024**

This policy is implemented by Midlands Rural Housing on behalf of four independent partner associations: Leicestershire Rural Housing Association, Northamptonshire Rural Housing Association, Peak District Rural Housing Association and Warwickshire Rural Housing Association. Midlands Rural Housing provides the full range of housing and management services for these four associations in line with a procedure agreement.

## 1. Introduction

- 1.1 This Policy sets out our position for our residents who would like to mutually exchange (MEX) their home with another social housing resident.
- 1.2 If there is any variance between this Policy and individual tenancy agreements, we'll follow the tenancy agreement.
- 1.3 In this Policy, we use the term 'residents' to refer to named tenants. This doesn't include household members.
- 1.4 If you don't have the right to a mutual exchange (see eligibility criteria in section 3) but still require a move, you can contact us and your local authority for alternative options.

## 2. What is a mutual exchange?

- 2.1 Mutual exchange is when residents in social housing obtain written consent from their landlord to swap homes with other social housing residents. This is normally referred to as an assignment of tenancy.
- 2.2 Mutual exchanges can take place between two or more properties and can be between the same or different landlords.
- 2.3 You'll take on all the rights and responsibilities contained within the tenancy agreement of the resident you're exchanging with.

## 3. Who has the right to a mutual exchange?

- 3.1 If you have a secure tenancy, you have a statutory right to a mutual exchange.
- 3.2 If you have an Assured Tenancy, you have a contractual right to a mutual exchange if it's written into the terms of your tenancy agreement.
- 3.3 If you occupy any of the following forms of agreement, you do not have the right to exchange:
  - Starter tenancy, including extension periods
  - Fixed term assured shorthold tenancy where the initial fixed term was less than two years
  - Periodic assured shorthold tenancy
  - Demoted tenancy
  - Temporary (decant) tenancy (although tenants may have the right to exchange at their permanent address)
  - Licence agreement
  - Shared ownership, leasehold or freehold agreement.

## 4. Additional criteria and restrictions

4.1 To exchange your home, you must:

- Be keeping to your tenancy conditions, including keeping your home clean and tidy.
- Not have rent arrears, unless there are exceptional circumstances.
- Meet any criteria for the type of home you're exchanging into e.g. age-restricted homes, affordable rent homes.
- Move to a home that's a suitable size for your family. If you're downsizing, you may under-occupy by one bedroom in your new home.
- Rectify any resident responsibility repairs or alterations.

4.2 Sometimes, we may not be able to agree to an exchange because of restrictions such as:

- Restrictive covenants, planning obligations, or Section 106 agreements.
- Homes that have had major adaptations to meet your needs, which were funded by local authority grants.

We won't agree to exchanges where it would cause statutory overcrowding.

4.3 You must not offer a financial incentive or use coercive behaviour to exchange with another person. We won't allow exchanges where this has occurred.

## 5. How to do a mutual exchange

5.1 You are responsible for finding someone to exchange with, the association can provide help and support during this process. All parties must obtain our consent to the exchange. If a mutual exchange takes place without our written consent, the exchange will be unlawful. You must return to your respective properties immediately or we'll treat occupants as unauthorised and take legal action to repossess the property/ies.

5.2 If you're moving into one of our properties, we will carry out a mutual exchange interview and an affordability check, you will be required to provide supporting documentation and proof of identification.

5.3 Mutual exchanges involving a joint tenancy require signed consent from all joint tenants.

5.4 We'll notify all parties applying for an exchange of our decision within 42 days from when we receive their full application, including the correct supporting documentation.

## 6. Inspection and repairs

6.1 We'll schedule an inspection of your home to assess the condition and identify any repairs needed. We'll rectify any major repairs or safety issues for which we're responsible and aware of prior to the exchange taking place. You must let us know about any safety or repair issues you're aware of.

6.2 You must leave the property in good order, clean and clear of any belongings when you move, including your loft, gardens and any outbuildings.

6.3 If you've made alterations without our consent, we may ask you to reinstate the property to its original state or ask the incoming resident to take over any alterations and condition of the property as seen.

We're not responsible for any of the following:

- Making good any repairs that fall within the resident's responsibility.
- Decoration within the property.
- Non-standard and additional fittings that have been left in the property.
- Removal of items left in the property.

## 7. Gas and electrical safety certificates

7.1 We'll arrange for a new 'satisfactory' Electrical Installation Condition Report (EICR) to be produced the week before the outgoing resident moves out and the incoming resident moves in.

7.2 Before an exchange can take place, and before the outgoing resident has vacated, our heating contractor must have capped the gas supply of the property.

7.3 Incoming residents must contact our heating contractor when they've moved in. The heating contractor must return to the property to carry out a 'turn on and test' and produce a new Landlord Gas Safety Record (LGSR).

7.4 The association will install a resident's gas cooker if it is new and has full installation instructions.

7.5 Incoming and outgoing residents are responsible for taking meter readings and notifying energy suppliers of the change of resident.

7.6 You are responsible for providing instructions to the incoming resident for any appliances or services in the property.

## 8. Completing the mutual exchange

8.1 On completion of the mutual exchange, depending on the tenancy types, you'll either:

- Sign a Licence to Assign and a Deed of Assignment, taking over the outgoing resident's tenancy agreement, or
- Surrender your existing tenancy and sign a new tenancy agreement.

8.2 If you're moving to another social housing provider where the person you're exchanging with has a fixed term tenancy, we'll advise you to check the:

- Tenancy type they'll offer you
- Term of the tenancy
- Rent they'll charge.

## 9. Appeals against the decision

9.1 If your application for a mutual exchange has been refused, you have 10 working days to appeal.

9.2 A manager not involved in the original decision will review the mutual exchange request. They'll respond with their decision within 10 working days.

9.3 If you believe we have not followed this policy or met our legal obligations, you can use our complaints process found on the relevant website:

[Warwickshire Rural Housing Association](#)  
[Peak District Rural Housing Association](#)  
[Leicestershire Rural Housing Association](#)  
[Northamptonshire Rural Housing Association](#)

## 10. How will we keep your information safe?

10.1 The Association also has policies which relate to data protection and confidentiality issues and complaints about its service.

## 11. Equality of access

11.1 It is essential that the Mutual Exchange Policy should be equally accessible to our residents. We will ensure that the policy is provided in easy-to-read formats and provide customers access to appropriate support which will include:

- translation of communications into another language
- translation of communications into braille
- use of Language Line interpretation service
- communicating with the customer's advocate, where permission has been granted.

## 12. Review

12.1 We will review this Policy every 3 years and/or to address changes in legislative, regulatory, best practice or operational issues.

## 13. Responsibility and training

13.1 The Housing Services Manager takes responsibility for the implementation and review of this Policy. Staff will be trained to administer it to the full and to report any difficulties.