



## Mutual Exchange Procedure

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<b>Officer Responsible</b>	Head of Housing

## **1 INTRODUCTION**

- 1.1 The purpose of this procedure is to ensure that the Group can effectively administer requests to exchange tenancies in accordance with the legislative framework.
- 1.2 A mutual exchange takes place when tenants agree to swap homes, with their landlords' consent and approval.
- 1.3 An exchange can take place between any assured or secure tenant of a local authority or Registered Provider.
- 1.4 The Group will seek to encourage and promote Mutual Exchange as an option for tenants to increase their ability to move to a different property type or area.
- 1.5 The use of internet-based exchange services such as House Exchange greatly increases the ability of tenants to find their own solution to their housing needs or exercise choice over where they live.
- 1.6 Mutual Exchanges can also assist the Group to make effective use of our stock by reducing overcrowding or under occupancy.

## **2 LEGAL FRAMEWORK**

- 2.1 The Housing Act 1985 stipulates that the consent of all landlords involved must be obtained before any exchange takes place.
- 2.2 The right to exchange for secure tenants is governed by Section 92 of the Housing Act 1985 and Housing Act 1989.
- 2.3 All applications must be dealt with within 42 days starting from receipt of the completed application form. Wythenshawe Community Housing Group loses the legal right to withhold consent if the application is not dealt with within that timeframe.
- 2.4 Should a tenant who has the preserved Right to Buy exchange with a tenant who is not a Willow Park or Parkway Green tenant, they may lose their preserved right to buy following the exchange. This is only general guidance and each tenant should be encouraged to take independent legal advice.

### **3. PROCEDURE**

#### **3.1 Summary**

- A decision must be made within 42 days starting from the receipt of the completed standard application form.
- If the 42-day period expires, the Group loses the legal right to use the grounds for withholding consent.
- We will comply with tenancy standard and give no less security,
- We will comply with legislation relating to Statutory and contractual RTB and RTA rights.
- Neighbourhood Advisor to inform the customer of the Rent, Service Charge and Tenure Type of the exchange partner.

#### **3.2 GENERAL ENQUIRY**

3.2.1 If the Group receives a general enquiry about an exchange or as part of a housing options interview we should inform the tenant about their right to exchange.

3.2.2 Advice will include information on:

- The House Exchange web-based service.
- It is the tenant's responsibility to identify a possible exchange through House Exchange, other advert or word of mouth.
- It is the tenant's responsibility to inspect the property they would like to exchange into.
- Advising the tenant that they must get approval from the Group and any other landlord involved before moving. If any move takes place before approval is given, the tenants will be requested to move back.

## **4. RECEIVING AN APPLICATION**

- 4.1 On receipt of a completed Application to Exchange form the Neighbourhood Advisor should note on the application form the date of receipt and the deadline date for approval (42 days).
- 4.2 The application should be acknowledged using the standard email. (See Appendix 2).

## **5. ASSESSING THE APPLICATION**

- 5.1 On receipt of the form the Neighbourhood Advisor should:
- Check the rent account for any arrears and any other debts such as former tenancy arrears, court costs or rechargeable repairs.
  - Check for current Notice of Intention to Seek Possession or possession orders.
  - Book an appointment in the Neighbourhood Officers diary for a Property Inspection(s) and confirm with the Customer the date/time via email. (See Appendix 2b).
  - Book a minor electric safety check and confirm with the customer via email of the date/time (See Appendix 2b).
- 5.2 The Neighbourhood Officer should:
- Complete the Exchange Checklist (See Appendix 3).
  - Complete Property Inspection and if there are any concerns following their inspection, they will arrange for a Surveyor to complete a more detailed inspection of the property.
  - If the minor electric check fails, repairs should be ordered and aimed to be completed within the 42-day exchange period where possible.
  - Complete the exchange paperwork and the Deed of Assignment(s). Include any signed disclaimers, i.e. for any safe non-standard items (See Appendix 5).
  - Book a major electric check for the incoming tenant.
  - If both (or all, if more than 2) exchange partners are tenants of WCHG then this process will be repeated for all tenants applying to exchange.
  - If all conditions are met the Neighbourhood Officer should approve the exchange and advise the customer via email (See Appendix 8).
  - Once the paperwork has been completed Neighbourhood Officer to pass the exchange paperwork to the Neighbourhood Advisor to update Orchard
  - The Neighbourhood Officer must ensure they complete, Customer Profiling and obtain a photo of the incoming tenant.

## 6. OTHER LANDLORDS

- 6.1 If a tenant of another landlord is involved in the exchange the Neighbourhood Officer will contact the Landlord to confirm the details of our tenant and their family make up. They will also provide the findings of the property inspection and confirm that there are no outstanding breaches of tenancy.
- 6.2 The Neighbourhood Officer to request a reference from the other landlord, as detailed in 6.1. (See Appendix 4).

## 7. GROUNDS FOR REFUSAL

- 7.1 The Group can refuse to allow an exchange if:

**Ground 1:** There is a Possession Order on the property.

**Ground 2:** A Notice of Seeking Possession has been served.

**Ground 2a:** The tenant or any member of his household has behaved in an anti-social way and action including possession proceedings, injunctions, anti-social behaviour orders or a demotion order against them are in place or are being sought.

**Ground 3:** The property is bigger than is needed by the family wishing to move into it.


**Ground 4:** The property is not big enough for the family wishing to move into it.

**Ground 5:** The property is tied accommodation.

**Ground 6:** The landlord is a charity and the proposed new tenants moving into the property would conflict with the objects of the charity.

**Ground 7:** The property has special features that make it suitable for occupation by a physically disabled person who needs it and if the exchange took place there would no longer be such a person living in the property.

**Ground 8:** The landlord is a Housing Association or Housing Trust that lets properties to particularly vulnerable people and if the exchange took place there would no longer be such a person living in the property.



**Ground 9:** The property is supported housing for people with special needs and if the exchange took place there would no longer be such a person living in the property.

**Ground 10:** The property is the subject of a management agreement where the manager is a Housing Association and there are specific arrangements in place that the proposed new tenant is not willing to participate in.



## **Appendix 1- Exchange Application**

To apply for a Mutual Exchange the form can be found by clicking the following link:

[Application For Mutual Exchange Form - WCHG](#)



## **Appendix 2 – Initial Email to Customer**

Dear

Thank you for your request to mutually exchange from your current property (ADDRESS) to (ADDRESS). Please note, it can take up to 42 days for a decision to be made on whether this can be approved.

Please note that your current property details are:

ADDRESS:	
PROPERTY TYPE:	
TENURE TYPE:	
WEEKLY RENT:	
WEEKLY SERVICE CHARGE:	
CAN THIS PROPERTY BE BOUGHT?	

The property you are applying to exchange with is also managed by WCHG and the property details are:


ADDRESS:	
PROPERTY TYPE:	
TENURE TYPE:	
WEEKLY RENT:	
WEEKLY SERVICE CHARGE:	
CAN THIS PROPERTY BE BOUGHT?	

If you are applying to another Landlord that is not WCHG we are not aware of tenancy details of the property you are applying to exchange with. Please contact them direct for this information, you may want to seek independent legal advice regarding the tenure of the property as this could affect any future right to buy or right to acquire requests.

As part of the exchange process a visual property inspection will be completed by your Neighbourhood Officer. Once you have passed the inspection, we will then arrange for a minor electric check to be completed at your property.

We will be in contact with you to arrange these dates.





Please note, if you are looking to exchange out of the Manchester City Council Boundary, please note that you will lose your right to register for rehousing in Manchester in the future, as a two-year continuous residency in the City is required. Full details of this can be found by following the below link. Please refer to pages 35/36 for any exceptions or exemptions to this.


[Our rehousing rules | Manchester City Council](#)

Should you have any queries regarding the above, please do not hesitate to contact me.

Kind Regards,

Neighbourhood Advisor.





**APPENDIX 2a – Chase email for MEX partner**

Dear


With regards to your recent application to mutually exchange, we have not yet received the application from your exchange partner. We are unable to process your request until all parties have submitted their request to exchange.

You may therefore, wish to contact your exchange partner direct to request that they submit their application.

Should we not receive their application by (DATE) the application will be rejected and you will both need to resubmit the exchange request, as this will impact the 42-day timescale.

Kind regards

Neighbourhood Advisor



**Appendix 2b – Mutual Exchange appointments (sent by email)**

Dear

Following your recent application to Mutually Exchange I can advise the following appointments have been made:

PROPERTY INSPECTION DATE/TIME	
MINOR ELECTRICAL TEST DATE/TIME	

If these dates and times are not convenient for you please contact me and I will rearrange to a more convenient date and time.

Please note, that without these appointments we will not be able to process the exchange application.

Kind regards

Neighbourhood Advisor

**Appendix 2c – Mutual Exchange appointments for external customers (sent by email)**

Dear,

Thank you for your recent application to Mutually Exchange with a Wythenshawe Community Housing Group (WCHG) Customer.

Please note, that WCHG and your (LANDLORD) have 42 days to action your request to exchange. Your Landlord will contact you to arrange for any checks that are required as part of this process.

For your information, the tenancy details of the WCHG customer you are exchanging with are:

ADDRESS	
TENURE TYPE	
RENT	
SERVICE CHARGE	

We will also require a reference from your current landlord which will be sent direct to them to complete and return to us.

Kind Regards,

Neighbourhood Advisor

### **Appendix 3 - Exchange Checklist**

Name:

Address:

Property Type:

Telephone No:

Email:

New Address:

Date Received	Date:
Deadline Date	Date:
Arrears, court costs & Rechargeable repairs	Rent - C/C- £0.00 R/R - £0.00 Legal action
ASB	Yes / No
Repair history concerns	Yes/ No
Garden clean & clear (Boundary issues)	Yes / No
Any alterations	Yes/No
Any adaptations	Yes/No
Are there any non-standard electric fittings in the property?  If yes – please state what these are and advise on minor electric check	Yes/No
Surveyor inspections required	Yes/No  If Yes date of inspection:
Recommendations following surveyor's inspection	Details:

External only – Reference received & satisfactory	Yes/No
Money Health Check required Y/N	Date: Payments required on completion:
Mutual Exchange approved or refused (if refused please state why)	Details:
Electric & Gas check booked following the approval	Date:
Deed of assignment completed	Date:  Officer:
Photo, customer profiling complete & ID Provided	Date:  Officer:
Orchard updated and rents team informed:	Date:  Officer:

**Appendix 4 – Tenancy Reference**

<b>NAME(S):</b>	
<b>ADDRESS:</b>	
<b>TENANCY START DATE:</b>	

**FAMILY DETAILS:**

<b>First name</b>	<b>Surname</b>	<b>Sex</b>	<b>D.O.B.</b>	<b>Relationship</b>

**NATIONAL INSURANCE NO:** \_\_\_\_\_

**TYPE OF TENANCY:** \_\_\_\_\_

**PROPERTY TYPE:** \_\_\_\_\_

**RENT HISTORY:** \_\_\_\_\_

Rent charged:
Housing Benefit:
Arrears:
Payment Record:

Has a notice ever been served or court action taken?
Has the tenancy been conducted in a satisfactory manner?

## **ANTI-SOCIAL BEHAVIOUR**

	<b>Yes</b>	<b>No</b>
Have there been any reports of ASB or other breaches of the tenancy conditions by this tenant or other people associated with them?		
If yes please give details and action taken.		
Is the tenant(s) subject to any legal notices (including NOSP, Injunction, ASB Order, NAN, Acceptable Behaviour Contract) as a result?		
If yes, please give details.		
Are you aware of any arrests, criminal proceedings or pending Court hearings?		
Has the applicant or household member ever caused damage to their property?		
If yes, are there any re-chargeable repairs outstanding? Amount £		
<b><u>OTHER INFORMATION:</u></b>		
	<b>Yes</b>	<b>No</b>
Does the tenant(s) have a Social Worker, Probation Officer, CPB or any other professional or voluntary adviser?		
Is the tenant(s) subject of a care plan?		
Are you aware of or has a full risk assessment been submitted by any Agency about this tenant(s)?		
Are you aware of any safety issue?		
Any other relevant information?		
<b>Signed:</b>		
<b>Wythenshawe Community Housing Group</b>		



**Appendix 5 – Exchange disclaimer**

Name	Current Tenant(s) name
New Address	Exchange Address
Previous Address	Current Address
Date of Exchange	Exchange Date

I **Insert Current Tenant(s) Name** understand that I am mutually exchanging properties from **Insert Current Address** to **Insert Exchange Address**.

I am exchanging on **Insert Exchange Date**.

I understand that I must leave my current property clean and clear for the incoming party and will ensure that loft spaces and all out buildings have been fully cleared.

I agree that I have completed a visual inspection of **Insert Exchange Address** and I am happy for the exchange to proceed.

My exchange partner **Insert Exchange Partners Name** of **Insert Exchange Partners Current Address** has also completed a visual inspection of my current address **Insert Current Address**.

I am happy to accept the property with the following non-standard fixtures/fittings

**List all non-standard**

**SIGNED:** .....

**PRINT NAME:** .....

**DATE:** .....

## **Appendix 6 - Grounds to Refuse Consent to Exchange**

- Ground 1:** The tenant or proposed exchange partner has an outstanding possession order that has already come into force.
- Ground 2:** The tenant or proposed exchange partner has outstanding possession proceedings against them or a notice of seeking possession still in force.
- Ground 3:** The proposed exchange partner would substantially under occupy the property.
- Ground 4:** The size of the property is not reasonably suitable for the proposed exchange partner and his/her family.
- Ground 5:** The property is part of or within a building which is used for mainly non-housing purposes or is in a cemetery and was previously tied accommodation while the tenant was employed by the landlord or other specified body.
- Ground 6:** The landlord is a charity and the proposed exchange partners occupation of the property would conflict with the objectives of the charity.
- Ground 7:** The dwelling has substantially different features from ordinary dwellings and is designed for the physically disabled and if the exchange were made, there would not be anyone physically disabled living there.
- Ground 8:** The landlord is a Housing Association or Housing Trust which lets dwelling accommodation to individuals (alone or with others) whose circumstances (other than merely financial) make it especially difficult for them to satisfy their need for housing and if the exchange were made, there would no longer be such an individual living there.
- Ground 9:** The dwelling is one of a group which it is the practice of the landlord to let to those with special needs and a social services or special facility is provided nearby to assist those individuals with special needs, and after exchange there would be no one with special needs living there.
- Ground 10:** The dwelling is subject to a management policy or agreement where the manager is a Housing Association of which at least half the members are tenants of the dwellings and the proposed

exchange partner is not willing to become a member of the Association.

### **Appendix 7 – Deed of assignment**

**THIS AGREEMENT** delivered as a Deed is made on **Insert Exchange Date**

#### **BETWEEN:**

(1) **Departing Tenant(s) Name** (“the Assignor”)  
of **Departing Tenant(s) full address including Post Code**  
and (2) **Incoming Tenants Name** (“the Assignee”)  
of **Incoming Tenants(s) full address including Post Code**

#### **WHEREAS:**

- (1) The dwelling known as **Insert Full Address and Post Code** (“the Property”) is let by Wythenshawe Community Housing Group (**Delete as appropriate Willow Park or Parkway Green**) of 8 Poundswick Lane, Wythenshawe, Manchester, M22 9TA (“the Trust”) to the Assignor and Assignee (collectively known as “the Tenants”) pursuant to a **Insert Tenancy Type** Tenancy which commenced on **Insert Tenancy Start Date** (“the Tenancy Agreement”).
- (2) The current weekly rent for the Property is **Insert Weekly Rent**. The Tenancy Agreement is subject to the Trust’s standard terms and conditions of tenancy.
- (3) The Assignor has agreed to assign their interest in the Tenancy Agreement to the Assignee on the terms and conditions set out in the Tenancy Agreement and the Trust’s standard terms and conditions of tenancy.
- (4) The Trust gives its written consent to this assignment.

**IN PURSUANCE** of this agreement **THIS DEED** witnesses as follows:

1. The Assignor hereby assigns their interest in the Tenancy Agreement to the Assignee.

2. The Tenancy continues at the current rent and subject to the terms and conditions contained in the Tenancy Agreement and the Trust's standard terms and conditions of tenancy.
3. The Assignee hereby agrees with the Assignor and the Trust to pay the weekly rent due and other charges at all times and to form and observe all the terms and conditions of tenancy laid out in the Tenancy Agreement and the Trust's standard terms and conditions of tenancy and to indemnify the Assignor against any actions or claims in respect thereof.
4. The Assignee hereby agrees to assume sole legal liability for arrears of rent accrued by the Tenants prior to the assignment taking place including assuming sole responsibility for compliance with any outstanding court orders and repayment of associated court costs.
5. The Assignee and Trust agrees that the Assignor bears no responsibility for repayment of arrears accrued prior to the assignment taking place or compliance with any outstanding court orders from the date of this Deed and any necessary legal action in respect of these will be taken solely against the Assignee.
6. The Tenants jointly and individually confirm that no money has been paid by one of them to the other in connection with this assignment.

**IN WITNESS** whereof the Tenants have signed this instrument as their Deed in the presence of the persons mentioned below on the day and year first above written.

**SIGNED** as a Deed in the presence of the written named below and delivered by the said



**SIGNED AS A DEED** by the **Departing Tenants Name** (Assignor)

Signature:

In the presence of:

Witness Name:

Signature:

Job title:

Date:

**SIGNED AS A DEED** by the **New Tenant** (Assignee)

Signature:

In the presence of:

Witness Name:

Signature:

Job title:

Date:





**Appendix 8 – Email to Customer to approve Mutual Exchange**

Dear

I am pleased to inform you that your recent request for a mutual exchange from XXXX to XXXX has been approved.

Please advise me of the date you want to move with your exchange partner(s) and I will make the necessary arrangements for the appropriate documentation to be completed.

If you require anything further from me please do not hesitate to contact me.

Kind Regards

Neighbourhood Officer



## Appendix 9 – Email to Customer refusing Mutual Exchange

**Dear:**

I refer to your recent application for a mutual exchange. I am sorry to inform you that WCHG is unable to allow the exchange to proceed at this time.


For an exchange to be refused there are 10 legal grounds for refusal. Your exchange has been refused due to:

Ground....

Reason....

*(officer to delete as appropriate)*

- Ground 1:** The tenant or proposed exchange partner has an outstanding possession order that has already come into force.
- Ground 2:** The tenant or proposed exchange partner has outstanding possession proceedings against them or a notice of seeking possession still in force.
- Ground 3:** The proposed exchange partner would substantially under occupy the property.
- Ground 4:** The size of the property is not reasonably suitable for the proposed exchange partner and his/her family.
- Ground 5:** The property is part of or within a building which is used for mainly non-housing purposes or is in a cemetery and was previously tied accommodation while the tenant was employed by the landlord or other specified body.
- Ground 6:** The landlord is a charity and the proposed exchange partners occupation of the property would conflict with the objectives of the charity.
- Ground 7:** The dwelling has substantially different features from ordinary dwellings and is designed for the physically disabled and if the exchange was made, there would not be anyone physically disabled living there.

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- Ground 8:** The landlord is a Housing Association or Housing Trust which lets dwelling accommodation to individuals (alone or with others) whose circumstances (other than merely financial) make it especially difficult for them to satisfy their need for housing and if the exchange was made, there would no longer be such an individual living there.
- Ground 9:** The dwelling is one of a group which it is the practice of the landlord to let to those with special needs and a social service or special facility is provided nearby to assist those individuals with special needs, and after exchange there would be no one with special needs living there.
- Ground 10:** The dwelling is subject to a management policy or agreement where the manager is a Housing Association of which at least half the members are tenants of the dwellings and the proposed exchange partner is not willing to become a member of the Association.

Again, please accept our apologies for this refusal. If you would like to discuss this with me, please do not hesitate to contact me.

Kind Regards

Neighbourhood Officer

