

Mutual Exchange Policy

Policy ref:

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1 Purpose and anticipated outcomes

This Policy sets out the LiveWest approach to mutual exchanges. A mutual exchange is a way for social housing residents to find a new home by swapping their home with another social housing resident.

The purpose of the policy is for LiveWest to meet our obligations to customers under the Housing Act 1985, Localism Act 2011, Transfer of Tenancies and Right to Acquire (Exclusion) Regulations 2012 and our tenancy agreements.

This policy supports LiveWest to meet the required outcomes and specific expectations of the Regulator of Social Housing's Tenancy Standard and Code of Practice, and ensure that:

- 1.1 LiveWest will support eligible customers wishing to mutually exchange who might otherwise be unable find and complete an exchange. Support may include:
 - Helping customers to register with an online mutual exchange service,
 - Supplying information about the mutual exchange process,
 - Helping customers find practical or financial support to move.
- 1.2 LiveWest will offer an online mutual exchange service which allows customers to easily access details of available matches without payment of a fee.
- 1.3 LiveWest will publicise the mutual exchange service it offers to customers.
- 1.4 LiveWest will advise customers seeking to mutually exchange about the implications for their tenure, rent and service charges.
- 1.5 Customers understand their responsibilities in respect of mutual exchanges.

- 1.6 This policy will set out who is eligible to exchange their home and the grounds upon which LiveWest may refuse a mutual exchange.
- 1.7 Any refusal to allow a mutual exchange will be dealt with in accordance with the grounds relevant to that circumstance, and the reason for refusal will be provided in writing within 42 days of the written application.
- 1.8 There is a simple and accessible appeals process available to applicants who have been refused a mutual exchange who want to appeal that decision.
- 1.9 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 and definitions

This policy applies to all customers who have a right to exchange their home.

2.1 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.

Eligible customers will have a statutory or a contractual right to exchange, that is set out in their tenancy agreement.

2.2 Housing Act Regime

Some mutual exchanges will operate under the right set out section 92 of Housing Act 1985. This is referred to in this Policy as the 'Housing Act Regime.'

2.3 Localism Act Regime

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.'

2.4 Contractual Regime

The majority of eligible LiveWest customers have a contractual right to exchange as set out in the tenancy agreement. This is referred to in this Policy as the 'Contractual Regime'.

2.5 Assignment

This is the legal transfer of a tenancy to another person who becomes the tenant and acquires the benefits and obligations of the original tenant. This how tenants exchanging under the Housing Act Regime or Contractual Regime will exchange.

2.6 Surrender and Re-Grant

'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. This is how tenants exchanging under the Localism Act Regime will exchange.

3 Policy statement

3.1 Service Standard

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

- Promote our online exchange service to help eligible customers find exchange partners. Eligible customers can also advertise for a mutual exchange via social media groups, a local paper, noticeboard or word of mouth.
- Make it easy to apply for an exchange by providing clear, accessible information and a simple application process.
- Advise customers of any effect on their legal rights as a tenant.
- Advise of any potential change of welfare benefit entitlement.
- Inspect the property and ensure that all outstanding repairs are completed by the responsible party (landlord or tenant, as set out in the tenancy agreement) before consent is given and/or the exchange is completed.
- Keep all parties informed of progress; and
- Give a decision on an exchange within 42 days (six weeks) of a tenant's written application.

3.2 The Right to Exchange

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

3.2.2 The different types of LiveWest tenancies and the right of exchange set out in each 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, although some fixed term assured shorthold tenants with two or more years left of the fixed term may have a 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 (non-assured) tenancies and licences (e.g. hostel tenants and those in temporary accommodation) are not granted any contractual rights to exchange.

3.2.3 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.

3.3 Which mutual exchange regime applies?

3.3.1 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 1st April 2012; and
- Is seeking to exchange with either:
 - (a) a flexible tenant of a local authority; or
 - (b) 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, not the remaining period of the fixed term tenancy.

3.3.2 All other mutual exchanges will operate under a right to exchange as set out in:

- The 1985 Housing Act provisions (the Housing Act regime).
- The tenancy agreement (the contractual regime). In practice this will apply to most exchanges requested by our tenants.

3.3.3 A tenant must not pay or accept any money to enter a mutual exchange, whether by way of assignment or surrender and re-grant.

3.3.4 A summary that covers exchanges between all tenure types can be found in Appendix 4.

3.4 Circumstances for our refusal of a mutual exchange

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

3.4.2 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.

3.4.3 If the exchange is covered by the Housing Act Regime, then we can only refuse the request to exchange on one of the grounds set out in Schedule 3 of the Housing Act 1985. These are set out in Appendix 2.

3.4.4 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.

- 3.4.5 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.
- 3.4.6 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 Allocations Policy or the relevant lettings policy for that particular property.
- 3.4.7 Generally, if one or more of the applicable grounds for refusing the exchange exists, the exchange will be refused.
- 3.4.8 Where the exchange is under the Contractual Regime, conditions may be imposed upon permission to exchange, for example, payment of arrears within 28 days or removing alterations to the property that have been made without consent. Conditions must only relate to payment of outstanding rent, putting right a breach of the tenancy, or keeping an obligation of the tenancy agreement.
- 3.4.9 Note under the Localism Act Regime it is not possible to give consent subject to conditions, for example, payment of rent arrears, so in that scenario consent should be refused.
- 3.4.10 If an exchange is refused, we will write to the tenant informing them of the reasons for refusal, citing the specific ground(s) relied upon within 42 days of receiving the written application.
- 3.4.11 Applicants can appeal against a decision to refuse a mutual exchange, using the LiveWest Appeals procedure. Applicants must submit their request for an appeal in writing within 21 days of the exchange being refused, stating the reasons why they wish to appeal. Colleagues will use the appeals process to review the decision and advise the applicant of the outcome in accordance with the Appeals procedure.

3.5 Appealing a Decision

- 3.5.1 Customers who have their application refused have the right to appeal this decision.
- 3.5.2 The appeal must be made in writing within 21 days of the decision to refuse a mutual exchange, we will advise customers of the deadline for any appeal and how to appeal in their refusal letter.
- 3.5.3 Applications to appeal can be made via the LiveWest website [here](#). We will also accept requests to appeal by email or post.
- 3.5.4 All appeals will be responded to in writing, within 14 days. Where circumstances prevent this (for example we are waiting for further information from a third party) we will let the customer know and advise of a new date.

- 3.5.6 The appeal will be conducted by a Senior Manager who wasn't involved in the original decision to refuse the mutual exchange. Their review will include the customer's submission, the application documentation, the relevant tenancy agreements, any applicable nomination agreement, the facts behind the decision and whether our policies have been followed.
- 3.5.7 Where a customer is disabled, we will consider reasonable adjustment requests for the appeals process.

3.6 Process

This Section applies where a customer has the right to exchange, and permission has been given for the exchange.

3.6.1 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 1st 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 Tenure Policy at that time.

3.6.2 Where the exchange is under the Housing Act or Contractual Regime:

- The exchange will operate by way of assignment.
- We will issue a Licence to Assign in respect of each tenancy (where we are the landlord).
- 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.

3.7 Repairs and maintenance

- 3.7.1 We will ensure that the property complies with health and safety requirements, including gas and electrical certification and ensuring there have been no changes to the property that cause a health and safety risk (for example, removal of a banister), or changes that have been made without landlord consent. These checks are carried out prior to the exchange paperwork being signed to ensure the property meets the relevant health and safety requirements. Where the outgoing tenant has refused entry for the carrying out of gas and electrical certification, or refused access for cyclical maintenance works, they may be in breach of their tenancy and exchange may be refused under the contractual regime and/or localism act regime.

3.7.2 Once the incoming tenant has occupied the property, they are entitled to normal day to day repairs but as part of the exchange process will have expressly accepted any previous tenant alterations which do not form part of LiveWest's repairing obligations (for example a conservatory or power shower which the tenant may remove). LiveWest will only carry out standard repair, maintenance and replacements of non-standard items within the accommodation.

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

3.8 Exchanges without consent

3.8.1 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.
- Having lost their security of tenure because they are no longer occupying their original home as their only or main home.

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

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

3.9 Supporting disabled and other vulnerable tenants.

We will ensure that practical and appropriate support and services will be available for any vulnerable tenant (as defined by our Vulnerability Policy) wishing to move by means of a mutual exchange. These services may include help with identifying a suitable property, arranging the move, or updating welfare benefit claims.

3.10 Data protection, information sharing and confidentiality.

3.10.1 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. In some circumstances, for data protection reasons, we will not be able to give a party any detail as to the reason for our refusal of a mutual exchange where the information relates to the other party.

4 Performance Monitoring

- Mutual Exchange cases will be selected at random by Lettings Team Leaders for quality checks that will ensure consistent compliance with this policy and its associated procedures.
- We will report annually on mutual exchanges completed in the Lettings and Allocations review.
- The end-to-end time for mutual exchanges will be monitored by the Lettings Team Leaders.
- Customer feedback and any complaints about the mutual exchange process will be used to inform future improvements to the mutual exchange process.

5 Legal considerations

- Housing Act 1985
- Localism Act 2011
- Transfer of Tenancies and Right to Acquire (Exclusion) Regulations 2012

6 Linked / associated policies and other references

Below is a list of linked or associated LiveWest policies and procedures and to which our employees, contractors and other individuals are required to comply, as appropriate:

Appendices:

- Appendix 1 – Schedule 14 of the Localism Act 2011
- Appendix 2 – Schedule 3 of the Housing Act 1985
- Appendix 3 – Grounds for Refusing Exchange
- Appendix 4 – Summary of exchange mechanisms and regimes

Policies:

- Equality and Diversity Policy
- Mutual Exchange Procedure
- Lettings & Allocation Policy
- Tenancy Policy
- Vulnerability Policy
- Pet Policy
- Customer Alterations policy
- Data Protection Policy
- Safeguarding Policy

**Grounds for refusing an Exchange under Schedule 14 of the Localism Act 2011
(Localism Act Regime)**

Schedule 14

Grounds on which landlord may refuse to surrender and grant tenancies under section 158

Ground 1

- 1 This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

Ground 2

- 2 This ground is that an obligation under one of the existing tenancies has been broken or not performed.

Ground 3

- 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

- 4 (1) This ground is that either of the following conditions is met.
- (2) The first condition is that—
- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
 - (b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).
- (3) The second condition is that—
- (a) a notice has been served on a relevant tenant under section 83 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 4A

- 4A(1) This ground is that either of the following conditions is met.
- (2) The first condition is that—
- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
 - (b) possession is sought under section 84A of the Housing Act 1985 (absolute ground for possession for anti-social behaviour).
- (3) The second condition is that—
- (a) a notice has been served on a relevant tenant under section 83ZA of that Act (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour), and
 - (b) the notice is still in force.

Ground 5

- 5 (1) This ground is that either of the following conditions is met.
- (2) 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)
- (3) 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

- 5A(1) This ground is that either of the following conditions is met.
- (2) 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).
- (3) 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

- 6 (1) This ground is that either of the following conditions is met.
- (2) 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.
- (3) 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.
- (4) 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 2014, or

- (g) a criminal behaviour order within the meaning given by section 330 of the Sentencing Code.
- 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 in Schedule 2 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

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

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—

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- (b) the family of that tenant or those tenants.

Ground 9

- 9 (1) This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.
- (2) 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
 - (b) is situated in a cemetery.
- (3) 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

- 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

- 11 (1) This ground is that both of the following conditions are met.
- (2) 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.
- (3) 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

- 12 (1) This ground is that both of the following conditions are met.
- (2) 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.
- (3) 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

- 13 (1) This ground is that all of the following conditions are met.
- (2) 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.
- (3) 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.
- (4) 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

- 14 (1) This ground is that all of the following conditions are met.
- (2) 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.
- (3) The second condition is that at least half the tenants of the dwelling-houses are members of the association.
- (4) 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.
- (5) 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.

Grounds for refusing an Exchange under Schedule 3 of the Housing Act 1985 (Housing Act Regime)

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.

Grounds for refusing a Mutual Exchange (Contractual Regime)

- Any of the Reasons in Appendix one or two, or
- There is breach of tenancy that the applicant is unwilling or unable to resolve. This may include historical refusal for cyclical maintenance and replacements which means the property requires significant updating.
- Rent lawfully due from a tenant under one of the existing tenancies has not been paid.
- The incoming tenant(s) is unable to demonstrate they can afford the property, as set out in our Allocations and Lettings Policy.
- The property has been identified for disposal, demolition, remodelling or reclassification after the current tenancy has ended.
- 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 proposed incoming tenant does not fulfil any restriction placed on residency and/or otherwise the mutual exchange will not comply with a planning obligation or covenant such as a s106 Agreement.
- The property is unsuitable for the proposed incoming tenant(s) for example the proposed household numbers and make-up would mean the property was under or over occupied according to our allocations policy or the relevant lettings policy for the property, including local lettings plans. Exceptions may be made where an additional bedroom is required on medical grounds: the resident will be required to provide a report from a medical professional 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.
- The incoming tenant has pets that are not permitted in the LiveWest Pet Policy and is unwilling or unable to rehome them.
- The property has been subject to alterations made by the tenant without landlord consent.
- 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.
- Where the incoming tenant or member of their household presents a safeguarding risk to a person or persons in the local community that they are seeking to move into.
- 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.

Summary of exchange mechanisms and regimes

| First tenancy | Second tenancy | Can they exchange? | Mechanism | Regime |
|--|------------------|--|------------------------|-------------------------------------|
| Secure tenancy | Secure tenancy | Yes, subject to grounds for refusal in 1985 Housing Act | Assignment | s92 Housing Act 1985 |
| Secure tenancy | Assured tenancy | Yes, in accordance with what the tenancy says about right to assign and landlord's consent, and/or subject to grounds for refusal set out in this policy (Appendix 3). | Assignment | Housing Act 1985 and/or Contractual |
| Assured tenancy | Assured tenancy | Yes, in accordance with what the tenancy says about right to assign and landlord's consent, and/or subject to grounds for refusal set out in this policy (Appendix 3). | Assignment | Housing Act 1985 and/or Contractual |
| Secure tenancy which began before 1 April 2012 | Flexible tenancy | Yes, secure tenant retains security of tenure if their tenancy began before 1 April 2012. Subject to grounds for refusal in localism act. | Surrender and re-grant | s159 Localism Act 2011 |

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|---|---------------------------|--|------------------------|------------------------|
| Secure tenancy which began before 1 April 2012 | Assured shorthold tenancy | Yes, secure tenant retains security of tenure if their tenancy began before 1 April 2012. Subject to grounds for refusal in localism Act. | Surrender and re-grant | s159 Localism Act 2011 |
| Assured tenancy which began before 1 April 2012 | Flexible tenancy | Yes, assured tenant retains security of tenure if their tenancy began before 1 April 2012. Subject to grounds for refusal in localism Act. | Surrender and re-grant | s159 Localism Act 2011 |
| Assured tenancy which began before 1 April 2012 | Assured shorthold tenancy | Yes, assured tenant retains security of tenure if their tenancy began before 1 April 2012. Subject to grounds for refusal in localism Act. | Surrender and re-grant | s159 Localism Act 2011 |
| Assured tenancy which began after 1 April 2012 | Assured shorthold tenancy | Yes, in accordance with what the tenancy says about right to assign and landlord's consent, and/or subject to grounds for refusal set out in this policy (Appendix 3). | Assignment | Contractual |