

SP54 Mutual Exchange Policy



Scope of Policy

This policy sets out Soha's approach to tenants who wish to mutual exchange (swap) their homes. There is a regulatory requirement under the Tenancy Standard to support tenants living in eligible housing to mutually exchange their homes.

The Mutual Exchange Policy is required to ensure that applications processed by Soha are done so correctly and in accordance with legislation. The policy seeks to ensure that staff, tenants and applicants understand their rights and responsibilities, and the implications associated with a mutual exchange and the circumstances in which a mutual exchange may be refused.

Policy Principles

Soha Housing is keen to promote mutual exchange as a way of assisting tenants to exercise their choice in accessing housing that meets their needs and aspirations.

We seek to do this by promoting 'Homeswapper' as an online mutual exchange service that assists tenants to find mutual exchange partners and by encouraging mutual exchange in addition to Right-sizing (finding a home that meets current need).

The aims of this policy are to ensure that:

- Soha provides clear, consistent and accurate information on tenant's rights and any reason for refusal of an application
- Soha tenants are aware of any implications associated with exchanging their tenancy
- Soha tenants are aware of their responsibilities in relation to mutual exchange
- mutual exchanges are only carried out with the written consent of both/all landlords and in accordance with relevant legislation and policies and procedures
- Soha provides excellent customer service in respect of mutual exchanges.

Policy Statement

This policy applies to all tenants who have a secure, assured or fixed term tenancy and who wish to exchange with another Soha tenant, or with a tenant of another housing or local authority.

When a mutual exchange takes place between tenants, they are essentially swapping homes and taking on each other's tenancies, the process is typically:

- Each tenant takes over the tenancy agreement of the other person's property.
- That includes the same terms and conditions, such as rent amount (which may differ from their original one), type of tenancy (like secure, assured, or introductory), and responsibilities.

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The exception to this is under a surrender and regrant which applies when tenants have different types of tenancies or varying levels of security.

Definitions:

Mutual exchange – the term is used to describe the ability of two or more tenants in the social housing sector to legally exchange their property and tenancy with another social housing tenant. Exchanges can only take place between social housing tenants.

Assignment – The legal transfer of a tenancy to another person who takes over the tenancy with all the associated rights and obligations of the original tenant's tenancy. A new tenancy is not created.

Surrender and Re-grant – this is where a tenant voluntarily surrenders their current tenancy and re-signs a tenancy with a similar security of tenure for their new property. This is used when the parties exchanging hold tenancies with different security and one of the parties has their security protected by law. Soha will re-grant tenancies in accordance with our Tenancy Policy.

The Right to exchange

The right to exchange varies according to the type of tenancy the tenant holds. For all requests to exchange we will check the particular tenancy agreement for that tenant.

The different types of tenancy we offer and the right to exchange set out in each tenancy is set out below:

- Secure tenants have a **statutory** right to exchange their tenancy.
- Assured (non-shorthold) tenants have a **contractual** right of exchange, subject to conditions
- Assured Shorthold tenants generally **do not** have the right to exchange
- Starter tenancies are not granted any contractual rights to exchange until they have successfully completed their starter tenancy period.
- Contractual tenancies (e.g. those in temporary accommodation) **are not** granted any contractual rights to exchange.

Where there is a right to exchange, this is subject to conditions set out in the tenancy agreement.

All parties in an exchange should be made aware of any changes in rent, rights, and responsibilities.

Table 1: Right to exchange summary

Status before exchange		Status after exchange			
Household 1	Household 2	Household 1	Household 2	Method of exchange	Refusal grounds

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Secure/Assured Tenancy	Secure/Assured Tenancy	Secure/Assured Tenancy	Secure/Assured Tenancy	Assignment	S3 Housing Act 1985
Secure/Assured Tenancy (which began pre- 1 April 2012)	Fixed term social rent tenancy (more than 2 years)	Secure/Assured Tenancy	Fixed term social rent tenancy	Surrender and Re-grant	S.14 Localism Act 2011
Secure/Assured Tenancy	Fixed Term affordable rent tenancy	Fixed term affordable rent	Secure/assured tenancy	Assignment	Tenancy agreement/Soha policy grounds

Application Process

We will process all mutual exchanges providing a decision in writing within 42 days of receiving all party's application forms.

Soha must receive fully completed application forms and all of the information requested, including access to the property for inspection, to enable us to process the application.

A mutual exchange shall take place either by assignment of the tenancies or by a surrender and re-grant of each tenancy in accordance with the relevant legal and regulatory provision:

Decisions for a mutual exchange may be:-

Consent – Soha will provide a decision in writing to its tenant(s) that the exchange has been approved.

Conditional consent - A mutual exchange can be considered for a conditional exchange for the following grounds:

- there are minor works which the tenant can rectify quickly.
- there are minor rent arrears where the tenant can bring the rent account up to date quickly.
- if a tenant is in a tenancy probationary period.
- where there is a notice of seeking possession in place and there are less than six weeks before it is due to expire.

Refusal – If Soha intends to refuse the exchange we must provide a written response to our tenant(s) within 42 days of receiving a full application with supporting documents from our tenant(s). The response must state the reasons why the exchange has been refused. Due to GDPR we are not able to disclose the refusal reasons with the other parties where these are personal to the tenant.

Repairs and Property Condition

Soha will not allow the incoming tenant to take responsibility for a property that does not meet our Mutual Exchange Property Standard. Therefore, a property inspection must be

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carried out by an appointed person before a mutual exchange takes place to check the property and record the current condition.

Both tenants involved in the exchange will be invited to the initial inspection to view the property.

The inspection seeks to identify:

- Fixtures, Fittings and alterations which are Soha's responsibility to maintain
- Non-standard alterations, fixtures or fittings which are/will be the tenant's responsibility
- Outstanding repairs or maintenance issues which are Soha's responsibility
- Outstanding repairs or maintenance issues which are the tenant's responsibility
- Anything which poses a health and safety concern following alterations made by the tenant

All findings from the inspection will be recorded on a **Property Inspection Form** which must be signed by the outgoing tenant, agreeing actions to be taken prior to the exchange and within an agreed timeframe.

Soha **will not** maintain any non-standard alterations, fixtures or fittings made by the existing tenant (or those which have been passed on to them through a previous exchange, assignment or succession), or provide any internal decoration, external improvements, cleaning or ground works to the property, nor will we be liable for the treatment of any pests not covered in our Pest Policy, therefore it is essential that the incoming tenants inspect the property thoroughly and agree any improvements with their exchange partner prior to the exchange taking place.

Non-standard fixtures and fittings which are the tenant's responsibility to maintain can remain in situ provided that the incoming tenant is prepared to take the property with them remaining in place and is prepared to accept responsibility for them going forward.

We may choose to grant conditional consent to the mutual exchange subject to the issues identified being addressed. If there are items that need rectifying, we will specify a timeframe for doing so and a reinspection will be conducted.

If present at the inspection we will request the incoming tenant signs the Property Inspection Form to say they have understood everything raised at the inspection. If they are not present they will be sent a copy of the form and will be asked to sign a disclaimer.

Repairs and maintenance after exchange

After the mutual exchange has been completed, Soha will maintain the property in accordance with our Repairs and Maintenance Policy with the exclusion of any non-standard items detailed in the disclaimer, and our Pests Policy.

Soha is not liable for the removal of any items left in the property by the outgoing tenant including any loft spaces, gardens, outbuildings, sheds, conservatories or garages. The

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incoming tenant(s) will be responsible for agreeing the removal with the outgoing tenant directly or arrange for the removal themselves at their own cost.

Major Planned works

If there are major works planned for the property, these works will remain on the original planned timetable and will not be brought forward because of the exchange.

Gas & Electrical Safety Checks

Gas and Electrical safety checks will be carried out prior to the exchange. If the tenant does not allow access for the Gas safety check, the gas supply will be disconnected until such time that the check has been completed. Gas safety checks will then take place annually.

Succession

Assignment by a mutual exchange does not count as a statutory succession.

The right to succession is personal to the individual tenant(s) and this transfers with them if they move by mutual exchange. If the incoming tenant has previously succeeded to a tenancy, no further successions would be permitted even though it is a different property. The exception to this is if a new tenancy has been created by surrender and re-grant as this creates new succession rights.

Refusal of an exchange

Soha will not unreasonably withhold consent for a mutual exchange and refusal decisions will be made in accordance with any legal and regulatory provisions, the terms of the tenancy agreement and Soha Policy. In each case the tenancy agreement will need to be checked.

Soha can refuse an exchange of the following basis:

If the exchange is covered by the Localism Act regime (assured/secure tenancies granted pre 1 April 2012), we can only refuse the request on one of the grounds set out in Schedule 14 of the Localism Act 2011. (Please refer to **Appendix 1**)

If the 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 can be used (please refer to **Appendix 2**).

If an exchange is under the contractual regime and the tenancy agreement is silent on the specific grounds for refusal then the grounds set out in **Appendix 3** shall be considered.

Offer of Payment or incentives

It is illegal to offer or accept money for a mutual exchange, including the payment of rent arrears, removal costs, goods or other incentives. We consider this an illegal activity and if we become aware that there has been a financial incentive or money has changed hands

in any way the mutual exchange application will be rejected and we may consider legal action.

Under-occupation

We do not allow incoming tenants to under-occupy the property when moving via mutual exchange. Under-occupation is when the property is substantially bigger than the household requires. The term 'substantially' is not defined legally, however Soha considers this to mean there would be more than one spare bedroom for the household.

There may be exceptional circumstances where under-occupation is allowed at our discretion, for example, where evidence is provided of a medical need. These applications will be assessed on a case by case basis and we reserve the right to request additional evidence to inform our decision.

Over-occupation

We may refuse an exchange if it would result in statutory overcrowding or significantly worsen an overcrowding situation.

Adapted Properties

The adaptation or general unsuitability of one of the properties can be a ground for refusal of a mutual exchange. If a property has been adapted for a person with particular needs which the incoming tenant does not have, or the incoming tenant has existing needs which are met at their current property but cannot be met should they move home, consideration will be made on a case by case basis in these circumstances.

Affordability

Lack of affordability **cannot** be a ground for refusal of a mutual exchange where the tenancy agreement cites grounds from the Housing Act 1985 or Localism Act 2011.

In all cases we will take steps to assess the tenants ability to pay rent on the new property with a view to them sustaining the tenancy and where necessary, we will carry out affordability checks. Where it is identified that a person may have difficulty managing their finances, Soha will share this information with the applicants and explain the implications and risk of losing their tenancy by exchanging into an unaffordable property. We may also refer them to other agencies for advice and support.

Right Sizing

When considering an application, we will take into account the size of the property and the number of prospective tenants. Our approach to acceptable household sizing is accordance with and Grounds 3 & 4 of the 1985 Housing Act and detailed in **Table 2** below.

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Please note that these are guidelines and any variation is at our discretion and with approval from the Head of Housing, Head of Communities or Director of Housing & Communities.

Further context to Rightsizing can be found in Soha's Management Transfer Procedure.

If the tenant is in receipt of housing benefit we will make the tenant aware of the impact on their benefit entitlement if they were to have a spare bedroom and confirm the requirement for the tenant to pay the remainder of the rent.

Table 2: Acceptable Household Size (Source: SODC & VOWH Allocations policy)

Property Type	Household Size
Bedsit/studio	Single person (including pregnant mothers)
One bedroom	Single person/couple (with no children)
Two Bedroom	Households with one child Households with two children of the same sex or Two children of opposite sex where both children are under 10
Three Bedroom	Households with three children Households with 4 children all of the same sex, or where different sexes, all of the children are under 10
Four Bedroom	Households with four children who are opposite sex and one or more of the children are over 10 Households with 5 or more children

Rent Arrears

Rent arrears which are subject to court action **can** be a ground for refusal of a mutual exchange application and we can outright reject the application in these circumstances.

Tenants must have a clear rent account before an exchange is approved and an exchange will not be allowed to proceed unless the rent account is clear.

Rent arrears which are **not** subject to court action can be grounds to refuse a mutual exchange, however we cannot outright reject the application. We can withhold consent but impose conditions on the tenant to make good the arrears before the exchange can proceed. If the arrears are still outstanding after the agreed period, we can refuse the

exchange.

Right to Appeal

Tenants and applicants may appeal Soha's decision to refuse a mutual exchange. This must be in writing (email or letter) within 10 working days of the decision being communicated.

Rent in advance

Incoming tenants will be required to pay their rent to Soha in advance and this is payable before the legal documents are signed. We will request either one month or four weeks rent to be paid (depending on tenancy type). This applies to all applicants even if the incoming tenant is in receipt of Housing Benefit or Universal Credit. The exchange will not proceed without this payment being made.

Any variation to this rule will be at our discretion and must be approved by the Head of Housing, Head of Communities or a Director.

Assisting tenants who have support needs

We will provide additional general support to tenants who may be at a disadvantage in accessing or understanding the process for an exchange. In these circumstances we may assist with completing documentation or signpost to external agencies for additional support.

Mutual exchanges without consent

Tenants **must not** move without Soha's written consent (and any other landlord involved in the exchange) and all legal paperwork has been completed.

If tenants move prior to this then the exchange will be unlawful and will result in a breach of tenancy as they will have no legal interest in the property they are occupying and have lost security of tenure of their original home.

In these circumstances Soha may:

- Require that both tenants return to their original homes: or
- Terminate the tenancies by serving notice to quit (NTQ) and without prejudice Notice of Seeking Possession (NOSP) on the original home and seek possession on the basis of abandonment.
- Consider making the exchange legal

Complaints

Soha operates a complaints procedure where customers can access to complain about any aspect of the service (please refer to SP07 Complaints Policy)

Resident Involvement

This policy has been reviewed by sounding board and a mutual exchange policy workshop as well as with relevant Soha employees.

Responsibility

The Head of Communities is responsible for the effective implementation of this policy.

Monitoring and review

All mutual exchange applications will receive a decision within the statutory 42 Days (6 weeks).

In order to ensure that the policy is effective, the following Key Performance Indicator (KPI) is in place to monitor performance of this policy:

- Mutual exchanges processed within 42 days statutory target = 100%

Soha will review this policy every 3 years, subject to any legislation or sector developments requiring earlier review, to ensure that it continues to meet its objectives and reflects good practice.

Context

Housing Acts: 1985, 1988, 1996, 2004

Equality Act 2010

Localism Act 2011

Immigration Act 2014

SP51 Pest Policy

SP32 Tenancy Policy

SP03 Lettings Policy

SP05 Repairs and Maintenance Policy

Regulator of social housing (RSH) Consumer standards:

Tenancy standard (April 2024) requires that *“Registered providers must support relevant tenants living in eligible housing to mutually exchange their homes.”*

Members' Forum Approved	15 May 2025	SLT Approved (via e-decision))	15 May 2025
EIA Completed	7 May 2025	Review Due Date	By May 2028
DPIA Checklist Completed	N/A		

Appendix 1 – Schedule 14 of the Localism Act 2011

Ground 1

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

Ground 2

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

Ground 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

Not relevant to our tenants

Ground 4A

Not relevant to our tenants

Ground 5

This ground is that either of the following conditions is met.

- 1) 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).
- 2) 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 is still in force

Ground 5A

This ground is that either of the following conditions is met.

- 3) 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 of the Housing Act 1988 (absolute ground for possession for anti-social behaviour).
- 4) 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 is still in force.

Ground 6

- 1) This ground 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, or
- 2) The second condition is that an application is pending before any court for a relevant order, a demotion order, or 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.

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 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, or
- g) an order under section 22 of that Act.

An “anti-social behaviour possession order” means an order for possession under Ground 2 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 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

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

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:

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

Ground 9

This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

- 1) 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 the purposes other than housing purposes, and
 - ii) Consists mainly of accommodation other than housing accommodation, or
 - iii) Is situated in a cemetery
- 2) 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 association trust,
 - e) An urban development corporation, or
 - f) The governors of an aided school.

Ground 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

This ground is that both of the following conditions are met.

- 1) 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.
- 2) 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

This ground is that both of the following conditions are met.

- 1) 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.
- 2) 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

This ground is that all the following conditions are met.

- 1) The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwellings-houses which it is the practice of the landlord to let for occupation by persons with special needs.
- 2) 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.
- 3) 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

This ground is that all of the following conditions are met.

- 1) 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

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- b) At least half the members of the association are tenants of dwelling-houses subject to an agreement.
- 2) The second condition is that at least half the tenants of the dwelling-houses are members of the association.
- 3) The third condition is that no relevant tenant to whom the tenancy is proposed to be granted is, or is willing to become, a member of the association.

References in this paragraph to a management agreement include section 247 or 249 arrangement as defined by 250A(6) of the Housing and Regeneration Act 2008.

Appendix 2 – Schedule of the Housing Act 1985

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 order.

Ground 2

Proceedings have 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 begun for possession of the dwelling-house, of which the tenant or the proposed assignment 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;

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- 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 in 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 required 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 a 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 person 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 hose 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.

References in this paragraph to a management agreement include section 247 or 249 arrangement as defined by 250A(6) of the Housing and Regeneration Act 2008.

Appendix 3 – Grounds for Refusing Exchange

- Any of the grounds listed in Appendix 1 or 2;
- The incoming tenant(s) being unable to demonstrate they can afford the property (e.g. due to mandatory deductions from Housing benefit or universal credit for spare rooms);
- The property has been identified for disposal after the current tenancy has ended (e.g. if the tenancy was acquired under a scheme such as a mortgage rescue or downward staircasing);
- 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 property is unsuitable for the proposed incoming tenant(s) for reasons other than those already covered by grounds in Appendix 1 or 2, for example the proposed household numbers and make up would mean the property was under or over occupied according to our Allocations policy or relevant lettings policy. Exceptions may be made here where;
 - a) an additional bedroom is required for medical grounds; the resident will be required to provide a report from an Occupational Therapist to confirm this; or
 - b) where the ages of the children in the household would result in the need for an additional bedroom within 12 months;
- 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;
- 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.

