

Mutual Exchange Policy

Code: AMH 26.0

Version: 2.0

Created: November 2023

Review: November 2026

Author(s): Lettings and Homeownership Director and Head of Resident Services

1. Our policy statement

- 1.1. Sage Homes is committed to providing quality homes, delivering services to support our customers and help to create vibrant, sustainable communities. We will promote our mutual exchange scheme via [Homeswapper](#) to our customers as a way of providing appropriate and choice-based housing options.
- 1.2. A mutual exchange is where two or more social housing customers swap homes by exchanging tenancies with each other. Mutual exchanges can take place between customers of the same or different landlords but can only be carried out where both landlords give written consent to the exchange.
- 1.3. The mutual exchange is completed by an assignment or surrender and re-grant depending on the tenancy type when the tenancy started, where each exchanging customer takes over the Tenancy Agreement and liabilities of the tenancy of the other party. Customers must apply using the appropriate mutual exchange form and must be registered for a move via [Homeswapper](#).
- 1.4. Upon receiving a request for a mutual exchange, we will advise the proposed incoming customer of the implications when taking over a different tenancy agreement. This advice will include details about different types of tenancy agreements (Assured, Protected, Fixed Term and Secure Agreements), any rights the tenant may lose or gain and any differences in rents. The incoming customer will be made aware that they will take on the full rights, obligations, and rental charges of the tenancy they exchange with.
- 1.5. We will notify the parties applying for an exchange of our decision within 42 days. If we do not respond within 42 days, we cannot rely on the statutory grounds for refusal, where an applicant has a statutory right to exchange. However, the failure by Sage to respond within 42 days is not to be treated as the giving of consent and the exchange cannot just go ahead. The customer should make a complaint about the failure to make a decision within the required time.
- 1.6. Exchanges involving a joint tenancy cannot be approved unless both customers have given consent by signing the mutual exchange application form.
- 1.7. Not all customers are eligible for mutual exchange and there are certain circumstances in which we may refuse an exchange. As outlined in [Schedule 3 of the Housing Act 1985](#) and [Schedule 14 of the Localism Act 2011](#) we may refuse an exchange for a variety of reasons including:
 - The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling house of which they are the tenant
 - If either person applying to exchange has an outstanding possession proceeding, or there is a valid Notice of Seeking Possession in place.
 - If anyone exchanging has in force, or has an application for, any legal action associated with antisocial behaviour.
 - If the home is too big for the incoming tenant. We will not allow homes to be under-occupied by more than one bedroom as a result of the mutual exchange.
 - If the home is too small for the incoming tenant, we will not allow the home to

become overcrowded.

- The home and tenancy is designated for a specific customer group (e.g. keyworkers, vulnerable adults etc.) If the home is unsuitable for the person you want to exchange with because it is adapted for someone with support needs.
- Where any conditions of a head lease, covenant, planning agreement or Section 106 Agreement relating to a property would prohibit an incoming tenant from moving to the property.

1.8. We also reserve the right to refuse an exchange where one or any of the exchanging households presents any of the following:

- Antisocial behaviour within the last two years
- Where we have previously evicted or obtained an anti-social behaviour injunction against the proposed incoming tenant or a member of their household
- Criminal convictions within last two years
- Previous offender who is prohibited from living within specific area
- Current rent arrears
- Poor condition of the home
- Major home improvements have taken place without Sage's permission.

1.9. We will inspect all properties involved in the mutual exchange prior to approval being given.

1.10. We will conduct gas & electrical safety checks upon execution of the exchange or immediately thereafter.

1.11. We will retain the right to make sure any arrears are paid or resolve any breaches of tenancy obligations before allowing an exchange to take place.

1.12. This policy has been developed in line with current legislation:

- | | |
|--|---------------------------------------|
| • Regulator of Social Housing Tenancy Standard | • Localism Act 2011 |
| • Housing and Planning Act 1986 | • Housing Acts 1985, 1988, 2004, 2008 |

The scope of this policy

1.13. This policy sets out Sage's approach to mutual exchanges for all our customers in social or affordable rented homes.

1.14. This policy applies to customers who hold a current assured, secured or fixed term tenancy. All other tenure types do not have the right of exchange.

1.15. If there is any variance between this policy and individual tenancy agreements or terms and conditions, the tenancy agreement or terms and conditions will take precedence.

2. Equality and diversity

- 2.1. Sage is committed to making sure all services are accessible to all our customers. Our staff will be trained to make sure they are communicating appropriately with our customers, and they have the relevant information.
- 2.2. This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other protected characteristic defined within the [Equality Act 2010](#).
- 2.3. On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

3. Delivery of this policy

- 3.1. This policy should be read alongside:
 - Starter Tenancy Review Policy
 - Antisocial Behaviour Policy
 - Tenancy Policy
 - Accessible Homes Policy.
- 3.2. The effective delivery of and compliance of this policy including training, guidance and support required by staff for implementation of this policy will be provided by the Lettings Team and the Homes and Communities Team.

4. Policy review

- 4.1. We will review this policy at least once every three years to make sure it remains relevant and accurate unless:
 - Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice
 - We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints, or findings from any independent organisations.

Version	Checked by	Amendments	Approved at/by	Date of Approval	Published by	Date of Review
2.0	Head of Lettings and Head of Resident Services	Strategic review and update to corporate template	Leadership Team	Nov 23	Office Management	Nov 26