

Housing Operations Policies & Procedures



Mutual Exchange Policy & Procedure

1.	Policy Objectives
<p>1.1</p> <p>1.2</p> <p>1.2.1</p>	<p>This Policy sets out our approach to tenants wishing to carry out a mutual exchange of their property. Watford Community Housing (WCH) is keen to promote mutual exchange as a way of meeting tenants' housing needs and aspirations. We will do this by:</p> <ul style="list-style-type: none"> • Promoting 'Homeswapper' as an online mutual exchange service to assist WCH tenants in finding suitable exchange partners; and • Encouraging mutual exchange in addition to Right-Sizing and Internal Transfer. • Using Swaptracker as primary means of processing mutual exchanges <p>The aims of the Policy are to ensure that :</p> <ul style="list-style-type: none"> • WCH tenants are aware of their responsibilities in relation to mutual exchange; • We provide clear information to our tenants from the outset under a simple application process; • We advise our tenants of any effect on their legal rights and benefit entitlements; and • We support our tenants and provide them with a clear and consistent service with regards to their mutual exchange • We aim for a good tenant journey throughout our exchange process • We aim to create and maximise opportunities for qualifying tenants to exercise their choice in accessing housing that meets their needs and aspirations. • We provide WCH tenants with clear information on any reasons for refusal of a mutual exchange application.
2.	Legislative & Regulatory Requirements
<p>2.1</p> <p>2.2</p>	<p><u>Legislative</u></p> <ul style="list-style-type: none"> • Housing Acts_1985, 1988, 1996, 2004; • Equality Act 2010 • Localism Act 2011 • Immigration Act 2014 <p><u>Regulator of Social Housing (RSH) Consumer Standards:</u></p> <p>Tenancy Standard (April 2024) requires that registered providers:-</p> <p>Required Outcomes: 1.4 Mutual Exchange 1.4.1 Registered providers must support relevant tenants living in eligible housing to mutually exchange their homes.</p> <p>Specific Expectations –</p>

	<p>2.4 Mutual Exchange</p> <p>2.4.1 Registered providers must offer a mutual exchange service which allows relevant tenants potentially eligible for mutual exchange, whether pursuant to a statutory right or a policy of the registered provider, to easily access details of all (or the greatest practicable number of) available matches without payment of a fee</p> <p>2.4.2 Registered providers must publicise the availability of any mutual exchange service(s) it offers to its relevant tenants.</p> <p>2.4.3 Registered providers must provide support for accessing mutual exchange services to relevant tenant who might otherwise be unable to use them.</p> <p>2.4.4 Registered providers must offer tenants seeking to mutually exchange with information about the implications for tenure, rent and service charges.</p>
3. Scope, Definitions & Responsibilities	
3.1	<p><u>Scope</u></p>
3.1.1	<p>This Policy applies to all tenants (other than tenants still within a starter/probationary period) who have a WCH secure assured/fixed term tenancy wishing to carry out a mutual exchange with another WCH tenant or with another social housing (i.e. social or affordable) tenant. This Policy does <u>not</u> apply to tenants in WCH temporary accommodation, market rent or in joint venture properties.</p>
3.1.2	<p>This Policy should be followed by all teams within the Tenant Services and Property & Partnership directorates; their specific roles and responsibilities are set out below: -</p>
3.2	<p><u>Definitions</u></p>
3.2.1	<p>Mutual exchange: The ability of a UK social housing tenant to legally exchange their property with that of another social housing tenant, (ie another not-for-profit housing association or local authority tenant) also known as "home swap". "Mutual exchange" does not cover Internal Transfers.</p>
3.2.2	<p>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 tenancy is not created.</p>
3.2.3	<p>Surrender and Re-grant: where a tenant voluntarily hands a tenancy back to the landlord as a result of which the tenancy ends and a new tenancy is granted. Surrender and re-grant is another method of exchanging tenancies, where both tenants surrender their current tenancies and are awarded new tenancies, not necessarily on the same conditions.</p>
3.2.4	<p>Internal Transfer: a process by which existing WCH tenants bid for an alternative property through a Choice Based Lettings scheme which then allocates a property according to housing need.</p>
3.3	<p><u>Roles and Responsibilities</u></p>
3.3.1	<p>Housing Operations Team (relevant Housing Officer for the patch*) will:</p> <ul style="list-style-type: none"> - Ensure that mutual exchange applications are processed in accordance with this Policy and Procedure and its stipulated timescales using Swap Tracker as the primary system to complete the exchange process where possible;

3.3.2	<ul style="list-style-type: none"> - Ensure that all documentation in the process is scanned onto Housing Management System; and - Liaise with other landlords involved as required. - Provide regular updates to the tenant. - will advise and invite the incoming tenant to attend the property inspection. - We will give notice of our decision to approve or decline an application to exchange within 42 calendar days of receiving a completed application. <p>The Area Housing Manager is responsible for overseeing all Mutual Exchange applications and giving an overall decision on the application. In their absence, the Housing Operations Manager should take on this role.</p>
3.3.3	<p>*Where one WCH tenant is mutually exchanging with another WCH tenant, the Housing Officer responsible for the first application received shall deal with the full process for both tenants.</p> <p>The Surveyor will ensure that:</p> <ul style="list-style-type: none"> - All WCH properties are inspected prior to the tenant's departure; and - All health and safety compliance work (eg gas / electrical safety and the reinstatement of non-standard fixtures & fittings posing health & safety risks) are carried out at WCH's cost before the exchange. Their removal would be recharged to the tenant under the Tenant Recharge Policy and Procedure. - a and thorough and robust visual inspection with the outgoing and incoming tenant is undertaken, highlighting any repairs which will be the incoming tenants responsibility and raising and logging any required repair work to be completed by WCH. - any repairs WCH are responsible for are raised and booked in before the exchange takes place.
3.3.3.1	<p>The Asset and Compliance Team will ensure that:</p> <ul style="list-style-type: none"> - our property has valid gas and electrical certificates prior to approving the exchange and will arrange for the necessary checks to obtain them.
3.3.3.2	<p>WCH Tenants: (in facilitating the mutual exchange process) is responsible for:</p> <ul style="list-style-type: none"> - Finding a suitable mutual exchange partner - Providing all necessary documentation to WCH; - Arranging for the incoming tenant to view the property pre-exchange; - Being responsive and available to WCH contact and inspections; - Maintaining appropriate communication with the incoming tenant eg in relation to any property matters required to be addressed by the outgoing tenant prior to the exchange; - Carrying out any agreed repairs identified at the property inspection and - Ensuring their current property is at a reasonable standard, acceptable to the incoming tenant – - Incoming tenants agree to accept the condition of the property they are exchanging to. They are responsible for carrying out their own inspection of the property prior to the exchange, and for making any agreements or arrangements regarding the condition of the property with the outgoing tenant. - Following the exchange, incoming tenants will assume responsibility for any aesthetic damage or alterations made to the property by the outgoing tenant and for all repairs that we consider to be tenant repair obligations that were not completed by the outgoing tenant.

- Tenants must not move until they have received written confirmation from each landlord and signed the necessary documents to complete the exchange. If tenants move without our consent and without signing the required legal documents, we will treat the occupants as unauthorised occupiers in line with our Unauthorised Occupants policy and may seek possession of our property.

This includes but is not limited to ensuring that:

- Any loft/garden/storage areas/outside space are clear of personal belongings
- Kitchen and bathroom doors are in place and meet relevant safety standards
- All other internal doors, cupboards and fitments are in place as at the time of original letting; and
- Other matters identified during the property inspection are attended to.

4 The Right to Exchange

- 4.1 The right of mutual exchange varies according to the type of tenancy the tenant holds and its start date. The grounds for refusing a mutual exchange also vary according to the type of tenancy held by the incoming and outgoing tenants and their start dates. The relevant circumstances are set out at Table 1 below.
- 4.2 **Secure tenants** have a statutory right to exchange their tenancy with another social housing tenant under s92 Housing Act 1985 (as amended). This means that the Tenancy Agreement cannot limit this right and refusal to a mutual exchange has to be on specified grounds. See column F of Table 1.
- 4.3 **Assured/Fixed-Term** tenants are granted a contractual right to exchange their property under their WCH Tenancy Agreement. This is not a statutory right and means that the landlord can set its own refusal grounds.
- 4.4 **Secure tenants** exchanging with an **assured tenant** are advised to seek independent legal advice about the effect upon their statutory rights as a result of the exchange.
- 4.5 Both sets of tenants must have the clear written consent of their respective landlords.
- 4.6 **Starter Tenancies**
Tenants in the starter tenancy period are unable to apply for a mutual exchange until they have successfully completed the starter tenancy period.
- 4.7 **Joint Ventures**
Tenants in our joint venture properties do not have the right to Mutual Exchange

Table 1 : Right to Exchange Summary

Category	Status Before Exchange		Status After Exchange		Method of exchange (E)	Refusal grounds (F)
	Household 1 (A)	Household 2 (B)	Household 1 (C)	Household 2 (D)		
1. See section 4.6	Secure/assured tenancy	Secure/assured tenancy	Secure/assured tenancy	Secure/assured tenancy	Assignment	Schedule 3 Housing Act 1985 – see Appendix 2
2.	Secure/assured tenancy beginning 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	Schedule 14 Localism Act 2011 –

						see Appendix 3
3.	Secure/assured tenancy	Fixed term affordable rent tenancy	Fixed term affordable rent	Secure/assured tenancy	Assignment	Tenancy Agreement or WCH Policy Grounds
5. WCH Policy Grounds for Refusal						
5.1	<p>For those categories of mutual exchange at Table 1 which provide that an application may be refused for reasons set out in the Tenancy Agreement or on WCH Policy Grounds, the WCH Policy Grounds are as follows:-</p> <ol style="list-style-type: none"> 1. Any ground set out at Appendices 2 or 3, these being the statutory refusal grounds; 2. The applicant does not meet our allocations eligibility criteria at the time of the application – see the Access to Housing Policy & Procedure and Independent Living & Flexicare Allocations Policy & Procedure for guidance; 3. The exchange would place us in breach of any planning agreements or local connection restrictions; 4. The exchange would result in a perpetrator of domestic abuse breaching an existing court order e.g. a restraining order, non-molestation order or injunction being unacceptably close to the victim – relevant factors would include the time elapsed since the incident(s) and the likelihood of recurrence; 5. We reasonably believe the incoming tenant/a member of their household to have been involved in anti-social behaviour, unlawful activity or other significant breach of tenancy conditions but where no Court order or NOSP has been issued on the person(s) concerned; 6. We have previously had to evict or take legal action against the incoming tenant or a member of their household. 7. We believe that a financial incentive is involved in the exchange; 8. The property would be over or under-occupied by more than one bedroom – see section 8 below; 9. The outgoing and/or incoming tenant is in rent arrears or unable to afford the property rent – see sections 6 and 7 below; 10. We have not received a satisfactory reference from the incoming tenant's landlord within the timescales required; 11. The property has been adapted for a person with particular needs which the incoming tenant(s) does not have; or 12. The property has been altered without WCH consent. 					
5.2	If the exchange is refused, we will write to the tenant informing them of the reasons for refusal, in accordance with section 13 of the Procedure.					
6. Rent Arrears						
6.1	Rent arrears which are not subject to court action can be a ground for refusal of a mutual exchange application in category 1 of Table 1. However, where we are relying on this ground, WCH cannot outright reject the application; we can withhold consent but impose conditions on the tenant to make good the arrears (see section 6.3). If and when they do so, WCH would need to grant consent to the mutual exchange. This decision must be taken by the Area Housing Manager, or in their absence the Housing Operations Manager. .					
6.2	Rent arrears which are subject to court action, can be a ground for refusal of a mutual exchange application in category 1 of Table 1 and we can outright reject the application on this basis.					

6.3	In categories 2 to 6 of Table 1, rent arrears can also be a ground for refusal of a mutual exchange application and WCH can withhold consent unconditionally. We may however choose to impose the same/similar conditions as at section 6.1 if the tenant is moving to another WCH property and take the same approach to managing the rent arrears before and after the mutual exchange.
6.4	Where there are rent arrears in existence the Housing Officer should agree with the Area Housing Manager any conditions to be met by the tenant before the exchange can take place. Where there are conditions, conditional consent will be granted and withdrawn if the conditions are not met.
7.	Affordability
7.1	Lack of affordability cannot be a ground for refusal of a mutual exchange application in all categories of Table 1. However, we will take steps to assess the tenant's ability to pay rent on the new property.
7.2	The Housing Officer will carry out basic checks and where concerns over affordability will share this information with the tenant . We will emphasise to the tenant the risk they face of losing their tenancy by exchanging into an unaffordable property in these circumstances
8.	Rightsizing
8.1	Under-occupation can be a ground for refusal of a mutual exchange application all categories of Table 1 above. This will apply where the new property is substantially bigger than the household requires. The term 'substantially' is not defined legally and will need to be assessed on a case-by-case basis.
8.2	Mutual exchange tenants may qualify for financial incentives under the Right Sizing Policy.
8.3	Mutual Exchange may be rejected if the dwelling would be too large for the prospective tenant or otherwise not reasonably suitable for their needs. The table in section 6.4 of the appended Procedure explains WCH's approach to what is deemed appropriately sized housing.
9.	Adapted Properties
9.1	The adaptation or general unsuitability of one of the properties can be a ground for refusal of a mutual exchange application in categories 1 and 2 above.
9.2	In categories 1 to 3 of Table 1 the adaptation of the property will be considered on a case-by-case basis if the property has been adapted for a person with particular needs which the incoming tenant(s) does not have. This will need to be assessed on a case by case basis.
10.	Repairs
10.1	Initial Inspection
10.1.1	A property inspection must be carried out before a mutual exchange takes place to record the current state of the dwelling being considered for mutual exchange. All non-standard alterations and fittings to the property must be recorded on a Property Inspection Record. The inspection will identify the following: <ul style="list-style-type: none"> (i) standard Fixtures and Fittings which are WCH's responsibility; (ii) non-Standard Fixtures and Fittings which are/will be the tenant's responsibility; (iii) outstanding repairs which are WCH's responsibility; (iv) outstanding repairs which are the tenant's responsibility; and (v) anything which poses a health and safety concern following alterations by the tenant.

10.1.2	Both tenants within the mutual exchange should be invited to the initial inspection to view the WCH property. The outgoing tenant must sign the Property Inspection Record noting actions to be taken prior to the exchange within an agreed timescale. The incoming tenant should also sign to say they have understood everything raised at the inspection. A copy is sent to the incoming tenant for information. This includes anything which may be obscured from view at the time of the inspection. Responsibility for any repairs that were the responsibility of the outgoing/former tenant will pass to the new/ incoming tenant , as they agree to accept the property 'as seen' (Appendix 1.8 Repairs Disclaimer)
10.1.3	WCH will not maintain any non-standard any alterations and fittings made by the existing tenant.
10.2	Other Non-Standard Fixtures and Fittings
10.2.1	<p>These are to be managed according to whether the fixture(s) or fitting(s) relates to: -</p> <ul style="list-style-type: none"> • an item which is the responsibility of WCH to maintain going forward – see section 10.3 below; or • an item which is the responsibility of the tenant to maintain going forward – see section 10.4 below.
10.3	<i>WCH Responsibilities</i>
10.3.1	Non-standard fixtures and fittings which are WCH's responsibility to maintain under the Responsive Repairs Policy must be reinstated to their original (standard) state by the outgoing tenant before the mutual exchange can take place.
10.4	<i>Tenant Responsibilities</i>
10.4.1	Non-standard fixtures and fittings which are the tenant's responsibility to maintain under the Responsive Repairs Policy can remain in situ, provided that the incoming tenant is prepared to take the property subject to them AND is prepared to accept responsibility for maintaining them going forward.
10.4.2	In either case we may choose to grant conditional consent to the mutual exchange subject to the non-standard fixture(s) or fitting(s) being addressed as required.
10.5	Planned Works
10.5.1	Major planned works will not be bought forward in relation to a mutual exchange application; this works will continue as planned. For further information see the Planned Works in Transfers and Mutual Exchanges Policy for further guidance.
10.6	Repairs and Maintenance after Exchange
10.6.1	After the mutual exchange has been completed, WCH will maintain the property in compliance with our standard Responsive Repairs Policy. Unless the incoming tenant has agreed to maintain any non-standard alterations and fittings within the disclaimer referred too at section 10.4.1 above.
10.7	Gas and Electric Checks
10.7.1	Gas and electric checks will be carried out by the GRT post-exchange, in line with our Electrical Safety Policy and Gas Safety Policy. Gas checks will continue on an annual basis after this date.

11.	Mutual Exchanges Without Consent
11.1	<p>If tenant(s) exchange properties without obtaining our written consent or the application to exchange was withheld or rejected by either landlord, the exchange will be unlawful. WCH would take legal advice if this situation arose. Both affected tenants will be in the position of:</p> <ul style="list-style-type: none"> • Being in breach of their original tenancy agreement; and • Being liable for the rent and other obligations of their original tenancies.
12.	Affordable Rent Reviews
12.1	Where a mutual exchange takes place by way of surrender and re-grant in an affordable rent tenancy, we should review the incoming tenant's current rent with a view to increasing it in line with the current WCH Rent Setting Policy.
13.	Succession
13.1	Assignment by way of mutual exchange does not count as a statutory succession.
13.2	No new succession rights are created as a result of a mutual exchange by assignment and if the incoming tenant has previously succeeded to a tenancy no further successions would later be permitted. The exception to this is when the new tenancy is being created by surrender and re-grant. The Succession Policy contains further guidance on this.
14.	Preserved Right to Buy (PRtB)
14.1	Original stock transfer tenants have the PRtB. When they exchange, whether by assignment or by surrender and re-grant, to another WCH property, they retain their PRtB status in that property also.
15.	Supporting Vulnerable Tenants
15.1	We will provide additional general support to Vulnerable Tenants who may be at a disadvantage in understanding or following the process eg assistance with completing documentation and/or signposting to external support agencies for further support. Please see also the Vulnerable Tenants Policy & Procedure.
16.	Data Protection, Information Sharing & Confidentiality
16.1	We will not disclose any information about, or which is provided by, a tenant without their clear consent or where we have clear legal grounds. In the case of mutual exchanges, the applicable legal grounds would be the need to comply with either a legal or contractual obligation. However, in all cases we should ensure that we do not share personal information with another party such as the other landlord which is not relevant to the mutual exchange.

16.2	Further advice should be sought where necessary from a WCH Data Champion or the Group's Data Protection Officer
17.	Appeals & Complaints
17.1	In the event of a WCH tenant expressing dissatisfaction about any aspect of our mutual exchange service or process which cannot be informally resolved, the Tenant Feedback Policy and Procedure will be applied and followed.
18.	Monitoring & reporting
18.1	The Housing Operations Manager reviews the progress and completion of all mutual exchange applications within the 42 day overall timescale.
19.	Related documents
	<p>Access to Housing Policy and Procedure</p> <p>Independent Living & Flexicare Allocations Policy & Procedure</p> <p>Succession Policy</p> <p>Vulnerable Tenants Policy</p> <p>Tenant Feedback Policy and Procedure</p> <p>Tenant Recharge Policy and Procedure</p> <p>Planned Works in Transfers and Mutual Exchange Policy and Procedure</p> <p>Right Sizing Policy</p> <p>Tenant Alterations Policy and Procedure</p> <p>Electrical Safety Policy</p> <p>Gas Safety Policy</p>
20.	Appendices
	<p>Appendix 1 - Mutual Exchange Procedure</p> <p>Appendix 2 - Grounds for Refusal Schedule 3 Housing Act 1985</p> <p>Appendix 3 - Grounds for Refusal Schedule 14 Localism Act 2011</p>
21.	Approval
	<p>Approved by : EMT 27 February 2024</p> <p style="padding-left: 150px;">CEC 7 March 2024</p>
	Date of approval : 7 March 2024
	Review date : March 2029
	Policy 'owner' : Housing Operations Manager

Mutual Exchange Procedure

1.	Purpose of Procedure
1.1	To supplement the Mutual Exchange Policy in providing guidance on : - <ul style="list-style-type: none"> (i) how to process tenants’ mutual exchange applications; (ii) ensuring that mutual exchanges do not take place without the written consent of both/all landlords involved; (iii) ensuring that tenants bear relevant costs that may be incurred in the process specifically where can evidence significant alterations and fall into C1 H&S category ; and
1.2	An overview of this Procedure and its various steps is provided in the Mutual Exchange Flowchart at Appendix 1.1 .
1.3	All requests for a mutual exchange are to be assessed in accordance with the Mutual Exchange Policy of which this Procedure forms part, using the Mutual Exchange Assessment and Approval Checklist at Appendix 1.2 .
2.	Document Storage
2.1	All documentation for the exchange should primarily be completed via Swaptracker and any documents saved to Housing Management System. Where the tenant does not have Swaptracker the documentation should be saved to the Housing Management System and the Housing Officer should complete the Mutual Exchange tracker in the L drive so we can monitor its progress..
3.	Application
3.1	A tenant wishing to apply for a Mutual Exchange will complete their application on the Swaptracker website. Where the tenant cannot do this digitally they will use the application form at Appendix 1.3 . The application will be received via post ,email (housing@wcht.org.uk) or via docusign Housing Officer for that area the same day. During the process, the Housing Officer will keep in regular contact with the applicant via telephone to update them at each stage of the process, these conversations are then always recorded on the Housing Management System.
3.2	Acknowledgement of Application
3.2.1	The Housing Officer will use an Assessment and Approval Checklist (Appendix 1.2) to review the application which is on swaptracker. They will then send acknowledgement) via Swaptracker application within 3 working days of receiving the application . Where the tenant cannot use Swaptracker this can be completed by post or email.
4.	Rent Checks
4.1	The Housing Officer will check the tenant’s Housing Management System accounts for any rent arrears or outstanding recharges within the first 3 working days of the application being received. The Housing Officer will also check for:- <ul style="list-style-type: none"> - Court Orders - Payment plans - Housing Benefit arrears - Self arrears

4.2	As mentioned in section 6 of the Policy, rent arrears subject to a court order can be a ground for refusal in all cases. If the Housing Officer finds this when checking the applicants rent account, they will refuse the mutual exchange on the appropriate grounds.
4.3	Arrears – Conditional Consent
4.3.1	In some cases of rent arrears with no court orders, there may be an approval of the tenant’s application subject to a condition, as mentioned in section 6 of the Policy. Depending on the category of exchange, (as given in Table 1 in the Policy) WCH may impose conditions on the tenant to make good the arrears within a certain timeframe; the Housing Officer will pass this to the Area Housing Manager to agree conditions To inform the tenant of conditional consent, the standard letter at Appendix 1.5 is sent. There may also be conditional consent granted for works to be done by the tenant in the property before the exchange can take place, this is described in more detail at section 12.2. Any condition decided will be recorded on the Housing Management System,
4.3.2	Where the conditions are not met, consent will be withdrawn.
5.	Affordability
5.1	The Housing Officer should complete basic affordability checks and to share any concerns with the tenant and emphasise the risks of exchanging into an unaffordable property.
6.	Right Sizing
6.1	When considering an application, the Housing Officer must take into account the size of the property and the number of perspective tenants. Our approach to acceptable household sizing is detailed in the Table at 6.4 below. It should be noted that these are general guidelines; a variation could be considered by the Housing Officer with the approval of the Area Housing Manager or Housing Operations Manager .
6.2	If a tenant is in receipt of Housing Benefit, the Housing Office must make the applicant aware of the impact a mutual exchange may have on their Housing/Universal Credit Benefit entitlement if they were to have a spare bedroom, and therefore the likely contribution the tenant will need to make in rent. Generally, the consequence of an exchange could result in other implications for the tenant in terms of welfare benefits regardless of whether they have a spare bedroom or not dependant on the age and sex of any children. The Housing Officer will telephone the tenant to have this conversation.
6.3	If a tenant is deemed to be under occupying (more than one bedroom is unoccupied), as explained in section 5 of the Policy the application will be refused. Furthermore, if a tenant is deemed to be overcrowding the dwelling, should the exchange go ahead, the application will also be refused.

6.4	Property Type	Acceptable Household Size
	Bedsit/ Studio	Single person
	1 Bedroom	Single person/ couple
	2 Bedroom	Families with one child Families with 2 children of the same sex aged under 16 or 1 or more is over 16 but the age gap is less than 7 years Families with 2 children of opposite sex under 10
	3 Bedrooms	Families with 2 children of opposite sex over 10 years Families with 2 children, same sex where there is an age gap of 7 years or more and one child is over 16. Families with 3 children
	4 Bedrooms	Families with 4 children or more
7.	Communication with External Landlords	
7.1	<u>Reference regarding Incoming Tenant</u>	
7.1.1	<p>If an external Landlord is involved, the Housing Officer must make a request via swaptracker for a Landlord Reference regarding the incoming tenant within 7 working days of the application. Where the tenant or landlord is not on Swaptracker this should be completed via email. The incoming tenant must not fall into WCH or statutory grounds of refusal stated at section 5 of the Policy. On receipt of the incoming tenants' reference, it must be checked for rent arrears in accordance with section 6. The reference should also provide information on:</p> <ul style="list-style-type: none"> - Tenancy type (see section 8 of the Procedure for further information) - Any previous Anti-Social Behaviour issues. The Housing Officer will discuss these issues further with the external Landlord and a decision will be made on a case by case basis. - Any previous successions of the tenancy - Rent history - Joint or sole tenancy - Legal proceedings - Agreement to exchange 	
7.1.2	This information will then be recorded swaptracker.	
7.2	<u>Reference regarding Outgoing Tenant</u>	
7.2.1	If another Landlord requests a reference for our outgoing tenant, the Housing Officer must upload completed reference to Swaptracker or complete and send the standard reference letter/form at Appendix 1.6 .	
8.	Determining the Method of Exchange	
8.1	The Housing Officer will establish the type of tenancy the applying WCH tenant has, by checking on the Housing Management System for their Tenancy Agreement. This will then be compared to the other incoming household, based upon the external Landlord's reference. If this is also a WCH tenant, then the Housing Officer would also be able to check this on our Housing Management System.	

8.2	Once the types of tenancies are established, the Housing Officer must refer to the Table 1 of the Policy to find the method of exchange. As mentioned, there are two methods of exchange; 'assignment' and 'surrender and re-grant'.
8.3	Once the method of exchange is established, the Housing Officer will explain, over the phone, the terms and conditions of the tenancy that the incoming tenant will take. They will also advise tenants to seek legal advice about any loss or gain of tenancy rights. This conversation will be recorded on the Housing Management System.
9.	Outstanding Repairs and Safety Check
9.1	<u>Initial Inspection</u>
9.1.1	The initial inspection will be requested within the first seven working days as soon as the Mutual exchange is deemed eligible (i.e checked against grounds for refusal) with the surveyor. Both tenants applying for mutual exchange are invited to the initial inspection to view the WCH property. The incoming tenant will be encouraged to attend this inspection and sign the property inspection form. The inspection should be within 7 – 14 working days of the application. The property inspection must be recorded and saved to the Housing Management System.
9.1.2	The property will be inspected by a surveyor in the Assets and Compliance Team using the Property Inspection Record at Appendix 1.7 to identify: <ul style="list-style-type: none"> (i) Standard Fixtures and Fittings which are WCH's responsibility; (ii) Non-Standard Fixtures and Fittings which are/will be the tenant's responsibility; (iii) outstanding repairs which are WCH's responsibility; (iv) outstanding repairs which are the tenant's responsibility; and (v) anything which poses a health and safety concern following alterations by the tenant.
9.1.3	All repairs issues are to be on the Property Inspection Report (Appendix 1.7) and uploaded onto the Housing Management System.
9.1.4	The outgoing and incoming tenant must sign the Property Inspection Report and a copy of this should be sent to the incoming tenant by the Housing Officer as part of the Mutual Exchange Property Disclaimer (Appendix 1.8) detailed below at 9.2.
9.2	<u>Disclaimer</u> The incoming tenant(s) will be asked to sign the disclaimer (Appendix 1.8) to agree to the condition of the property in which they find it, which may also include works to be done by the existing tenant or WCH before the exchange takes place. The disclaimer will also include a copy of the property inspection report and any agreement to maintain any non-standard alterations and fittings which will not be reinstated. The outgoing tenant will also sign the disclaimer to agree to these said works.
9.3	<u>Evidential Photographs</u> During the inspection, where there are health and safety concerns or major alterations, the property inspector(s) must take evidential photos to store on the Housing Management System to later be reviewed prior to repair works.
9.4	<u>Findings</u>
9.4.1	Findings from the initial inspection recorded on the Property Inspection Record (Appendix 1.8) must be referred to either the Gateway Repairs Team (GRT) or Asset & Compliance to action. The findings correspond with the inspection records at 9.1.2.

	<ul style="list-style-type: none"> (i) Refer to GRT for repair or replacement of Standard Fixtures/Fittings. (ii) Tenant must reinstate to original and standard state. (iii) Refer to GRT for the appropriate repair request. (iv) Tenant to make repair themselves or appoint someone to make repair. (v) Refer to GRT to make safe. May recharge tenant, in line with the Tenant Recharge Policy.
9.5	<u>Gas and Electric Checks</u>
9.5.1	The Housing Officer will request with the Voids Co-ordinator for a Gas and Electric check to be carried out once the exchange has taken place. The Voids Co-ordinator will make contact with the new tenant to arrange the Gas and Electric Checks at a suitable time. The date of the booking must be recorded on Swaptracker.
9.5.2	The Housing Officer should mention to the tenant that the electrical test may take a whole day to complete and no young children should be present during the visit, as the main electricity unit will be open and the electrician may not have it in their vision at all times.
10.	Mutual Exchanges Without Consent
10.1	As mentioned in section 11 of the Policy, if tenant(s) exchange properties without our consent, the Housing Officer and the Area Housing Manager would take legal advice.
11.	Affordable Rent Reviews
11.1	As in section 12 of the Policy, any surrender and re-grant given to a tenant on affordable rent will be subject to a rent review. The Housing Officer should inform the Finance Team of the change in tenancy. The Finance Team will then carry out a rent review in relation to the property at the time of re-grant.
12.	Follow Up
12.1	Once the inspection, gas and electric checks have been completed in accordance with section 9 and where these indicate that any follow-up matters need to be attended to, the surveyor must complete a follow-up visit to the WCH property before the Mutual Exchange. This is to confirm works to be done by the tenant have been completed within the timeframe which is decided on a case by case basis, however, must be within 35 working days at the latest..
12.2	If the matters have not been attended to within the timeline set within the Property Inspection Record (Appendix 1.7) the application may be refused. In some cases, it may be accepted with conditional consent, however this will be decided on a case by case basis with consent of the Area Housing Manager , or in their absence the Housing Operations Manager . In this case the conditional consent letter will be sent detailing the conditions (Appendix 1.5). Where it is determined that minor alterations have been completed that are not deemed as C1 (urgent H&S) and needs immediate replacement we may allow the mutual exchange to go ahead. In these cases, we would require the incoming tenant to complete Appendix 1.8 the repairs disclaimer taking responsibility for any alterations.
12.3	If the works have been completed, and there are no other outstanding steps, the Mutual Exchange may go ahead as planned.
13.	Refusal of a Mutual Exchange
13.1	As mentioned in the Policy at section 5, there are circumstances WCH may refuse an application for Mutual Exchange. If an exchange is refused for tenancies within columns 1 of Table 1 in the Policy, the Housing Officer will send the letter at Appendix 1.9 to the tenant, informing them of the reasons for refusal. Tenants under columns 1

	to 3 of Table 1 in the policy will be sent the letter at Appendix 1.10 to inform the tenant.
14.	Approval of a Mutual Exchange
14.1	The Housing Officer should complete the Mutual exchange in Swaptracker for the Area Housing Manager to review within 42 working days. The Area Housing Manager will review the entire application in detail and all of the checks carried out before making a final decision on the application within at least 42 working days of the application. If the application for Mutual Exchange is approved, the Housing Officer uploads the confirmation letter to Swaptracker to the tenant (Appendix 1.11). If the tenant does not have swaptacker this can be sent via post or email.
14.2	If the application for Mutual Exchange is approved, the Housing Officer will update the status on Swaptracker and telephone both tenants to inform them of the approval informally. The deed of assignment can be completed by all parties via secure sign apart from where tenant does not have access in which case the Housing Officer will arrange an appointment time to sign the appropriate documents.
14.3	The decision is then recorded on Swaptracker with the reasons for the decision.
14.4	<u>ID Checks</u> Once the application has been approved by the Area Housing Manager the Housing Officer will request the incoming tenant to provide appropriate identification of all prospective tenants and household members on the day of sign-up and save these to the Housing Management system.
15.	Sign-Up
15.1	<u>Sign-Up</u> The Housing Officer will assist both tenants in signing the appropriate documentation. If the exchange is occurring via assignment, the tenants will be required to sign a Mutual Exchange Deed of Assignment (Appendix 1.12) and a Mutual Exchange License to Assign (Appendix 1.13). Should the exchange be occurring via surrender and re-grant, a Surrender Form (Appendix 1.14) and a new Tenancy Agreement provided for the new tenant to sign. The Housing Officer should also ensure the incoming tenant has provided sufficient ID as stated at section 14.4. See the New Tenant Sign-Up Procedure for further information.
16.	Appendices
	Appendix 1.1 - Mutual Exchange Flowchart
	Appendix 1.2 - Assessment & Approval Checklist
	Appendix 1.3 - Mutual Exchange Application Form
	Appendix 1.4 - Mutual Exchange Application Acknowledgment Letter
	Appendix 1.5 - Mutual Exchange Conditional Offer Letter
	Appendix 1.6 - Mutual Exchange Landlords Reference -
	Appendix 1.7 - Property Inspection Record
	Appendix 1.8 - Mutual Exchange Property Disclaimer
	Appendix 1.9 - Mutual Exchange Refusal Letter Housing Act 1985
	Appendix 1.10 - Mutual Exchange Refusal Letter Localism Act 2011
	Appendix 1.11 - Mutual Exchange Approval Letter
	Appendix 1.12 - Mutual Exchange Deed of Assignment
	Appendix 1.13 - Mutual Exchange License to Assign
	Appendix 1.14 - Mutual Exchange Deed of Surrender

Approval	
Approved By:	EMT 27 February 2024 CEC 7 March 2024
Approval date:	7 March 2024
Review Date:	March 2029
Procedure 'owner'	Housing Operations Manager