

1. Background and Objectives

- 1.1. A mutual exchange is a way for social housing residents to find a new home by swapping their home with another social housing resident. We aim to promote the opportunities provided by mutual exchanges for customers seeking to move home, whether to take up employment, be closer to family and friends, downsize, upsize or move to a different type of property.
- 1.2. This policy sets out Alliance Homes' approach to mutual exchanges and how we:
 - determine who is eligible for an exchange
 - assist and support customers in their search for suitable exchange partners
 - provide information to help customers understand our procedures
 - facilitate a speedy and smooth exchange process where the exchange is agreed
 - demonstrate the grounds we use for refusing an exchange
- 1.3. Throughout the process of mutual exchange Alliance Homes will meet obligations to customers under the Housing Act 1985, Localism Act 2011, Transfer of Tenancies and Right to Acquire (Exclusion) Regulations 2012 our tenancy agreements and the expectations of the Regulator of Social Housing's Tenancy Standard and Code of Practice.

2. Policy Detail

Scope and definitions

The 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, notably Secure Tenancies) will operate under the statutory right defined in section 92 of the 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 in 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

All eligible Alliance Homes customers have a contractual right to exchange as explicitly stated in the tenancy agreement. This is referred to in this policy as the 'Contractual Regime'.

2.5. Preserved Right to Buy (PRTB)

The Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1989 and 1993 provided a framework that established the rights of former secure council tenants to retain the right to buy their property if their landlord disposed of the property to another private landlord such as a housing association. All tenants who transferred with Alliance Homes from North Somerset Council in 2006 retain a PRTB, which is indicated in their protected assured tenancy agreement. The table in Appendix E explains how this right is applied in various mutual exchange scenarios.

2.6. 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. Tenants exchanging under the Housing Act Regime or Contractual Regime will exchange in this way.

2.7. 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.

Service Standard

We aim to provide excellent customer services regarding mutual exchanges and acknowledge that moving home can be a stressful time. To achieve this and guide customers through the process, we will:

- 2.8. Promote the use of a national platform which Alliance Homes subscribes to, where for no charge eligible customers can advertise their current home and search for other homes available to swap. Customers can also advertise for a mutual exchange via social media groups, local paper, noticeboard or word of mouth. This must not be in breach of any tenancy conditions.
- 2.9. Make it easy to apply for an exchange by providing clear, accessible information and a simple application process. We will confirm that each party to the exchange needs to make an application to their landlord for the application process to begin and that the respective landlords must give written consent before any exchange can take place.
- 2.10. Advise customers of any effect on their legal rights as a tenant, such as Preserved Right to Buy (PRTB) and any potential change of welfare benefit entitlement.
- 2.11. 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.
- 2.12. Keep all parties informed of progress.

2.13. Give a decision on an exchange within 42 days (six weeks) of receipt of all required application forms.

Tenants' Right to Exchange

2.14. 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.

2.15. The different types of Alliance Homes 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.

2.16. Where there is the 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; and
- Written consent is given

Which mutual exchange regime applies?

2.17. 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) tenant of another 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).

2.18. All the 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 all exchanges requested by tenants of Alliance Homes.

Circumstances for our refusal of a mutual exchange

- 2.19. 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.
- 2.20. 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 B.
- 2.21. 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 C.
- 2.22. 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 D.
- 2.23. 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.
- 2.24. Generally, if one or more of the applicable grounds for refusing the exchange exists, the exchange will be refused.
- 2.25. 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.
- 2.26. 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.
- 2.27. 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 all pertinent written applications.

2.28. A tenant who has paid or accepted any money to enter a mutual exchange, whether by way of assignment or surrender and re-grant. This will be deemed tenancy fraud, and a breach of tenancy resulting in legal action against the tenancy

Exchanges without consent

2.29. If a tenant does not obtain our written consent (either at all or because consent was refused) 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.

2.30. In these circumstances, the available options to us are to:

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

Supporting disabled and other vulnerable tenants

2.31. We will ensure that practical and appropriate support and services will be available for any vulnerable tenant wishing to move by means of a mutual exchange in accordance with our Reasonable Adjustments Policy. These services may include help with identifying a suitable property, assistance with arranging the move, affordability assessments or updating welfare benefit claims.

Repairs and maintenance

During the mutual exchange process, we will carry out a property inspection to ensure the property complies with health and safety requirements, including gas and electrical certification and that there have been no changes that cause a health and safety risk (for example, removal of a banister). The inspection will identify any required or outstanding repairs. Where repairs are identified as a customer's responsibility these repairs will need to be completed by the customer before a date can be agreed for the exchange to proceed.

- 2.32. Where repairs or outstanding works are identified which are Alliance Homes' responsibility, we will try to complete them before the exchange. However, if this is not achievable, we will let the incoming customer know when these works will be completed and confirm the repairs are Alliance Homes' responsibility.
- 2.33. The outgoing and incoming customer may agree to gift items to each other during the exchange such as sheds or light fittings. Providing Alliance Homes is satisfied there are no health and safety concerns, an agreement will be made to allow for the incoming customer to sign a disclaimer to accept responsibility for non-standard gifted items.
- 2.34. Once the incoming tenant has occupied the property, they are entitled to normal day to day repairs. However, as per the signed disclaimer they will have expressly accepted repair responsibilities for any previous tenant alterations or fittings. Alliance Homes will only carry out standard repair and maintenance and required replacements of non-standard items will be in accordance with our specifications. Major improvements or replacements will only be carried out in the property in accordance with our planned timetable for programmes of work.

Process

Where a customer has the right to exchange, and permission has been given for the exchange, we will follow our processes as detailed.

- 2.35. 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.
- 2.36. 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 but we will provide the incoming tenant with a copy of the tenancy conditions.

Appealing a decision

- 2.37. A customer has the right to appeal a decision in relation to a mutual exchange application if they are dissatisfied with any ruling. They will be directed to our Customer Complaints Policy and procedure.

3. Complaints

- 2.1. If you would like to raise a complaint in relation to this policy, you can do this by calling us on 03000 120 120 or emailing us at act@alliancehomes.org.uk.
- 2.2. All complaints will be handled in line with the latest Alliance Homes Complaint Handling Policy.

4. Monitoring, consultation, and review

We monitor our performance in delivering the objectives of this policy by reporting to our leadership team in the quarterly performance report.

Customers, colleagues, and service users may be involved in giving feedback on this policy, leading to amendments where appropriate.

The Service Delivery Manager - Neighbourhoods is responsible for the implementation of this policy.

This policy will be reviewed within two years of its approval by the Service Delivery Manager – Neighbourhoods and will be approved by our Executive Team.

5. Equality and Diversity

This policy is subject to a periodic Equality Impact Assessment (EIA).

The purpose of such an assessment is to consider the effect of the policy regarding the recognised protected characteristics of equality and ensure that it does not unfairly impact any individual or group. The protected characteristics are age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity or other grounds set out in our Equality and Diversity Strategy and Single Equality Scheme. Remedial action will be undertaken if a detrimental effect is identified.

The EIA also requires the policy author to consider whether the policy is likely to negatively impact on a person's Human Rights.

This policy and any other related Alliance Homes publications can be provided in other formats for those with visual, literacy or language difficulties.

6. Associated law, policies and documents

- Housing Act 1985
- Localism Act 2011

- Transfer of tenancies and Right to Acquire (Exclusion) Regulations 2012
- Tenancy Management Policy
- Mutual Exchange Procedure
- Reasonable Adjustments Policy

7. Version control and approval dates

Approval stage	Date completed
Equality Impact Assessment completed	04/02/2026
EIA reviewed by HR specialist	09/02/2026
SLT review / approval	13/03/2026
Next review date	March 2028

8. Appendices

Appendix A

Equality Impact Assessment

An Equalities Impact Assessment must be conducted alongside the review of an existing policy or the creation of a new one.

1. Name the Strategy, Policy, Procedure or Function (SPPF) being assessed and name of author.

Mutual Exchange Policy

2. Aims of the SPPF being assessed.

- Whose need is it designed to meet?
- Are there any measurable elements such as time limits or age limits?

- To inform Alliance Homes employees, customers, potential customers and partners how the mutual exchange scheme operates, the eligibility criteria and grounds for refusal.
- To set out how Alliance Homes will meet its legislative, regulatory and tenancy responsibilities when managing the process of mutual exchange for our customers.
- To clearly explain the obligations and responsibilities of both Alliance Homes as a landlord and our customers as tenants.
- To contribute to improved mobility for social housing tenants locally, regionally and nationally.
- To promote Mutual Exchange as an effective use of Alliance Homes’ housing stock by enabling customers to move to accommodation suitable to their needs and relieve pressure on local authority housing registers.

3. Who has been consulted in developing the SPPF?

- *Make reference or links to consultation/evidence documents*

Tenancy Services employees and Neighbourhood Managers responsible for the implementation of the policy, Customer Income and Repairs Teams.

4. Does the SPPF promote equality of opportunity?

Yes, the policy enables our customers to manage their own home swaps through a consistent, fair and transparent process, providing greater housing mobility, choice and housing stability without having to rely solely on rigid local authority allocation systems.

5. Identify potential impact on each of the diversity “groups” by considering the following questions (the list is not exhaustive, but an indication of the sort of questions assessors should think about):

- *Might some groups find it harder to access the service?*
- *Do some groups have particular needs that are not well met by the current SPPF?*
- *What evidence do you have for your judgement (e.g. monitoring data, information from consultation/research/feedback)?*
- *Have employees/residents raised concerns/complaints?*
- *Is there local or national research to suggest there could be a problem?*

Protected Characteristic	No impact	Negative impact	Positive impact	Information source/s **	Comments/evidence
Race			X		Mutual exchange processes are complex. For customers where English is not their first language, we will engage with translation services if required to

					better communicate the responsibilities and obligations of all parties.
Disability			X		<p>The policy ensures that accessible housing, especially properties adapted for disabled people, are only considered as suitable exchange properties if incoming tenants and their households require those adaptations.</p> <p>Information and documentation is available in different formats, e.g. large print and braille, translation services. Guidance and other information is available in other formats rather than solely on digital platforms.</p>
Gender	X				There is no evidence that the policy will have an impact on any specific gender.
Transgender	X				There is no evidence that the policy will have an impact on any specific transgender group.
Sexual orientation	X				There is no evidence that the policy will have an impact on any specific sexual orientation.
Religion or belief	X				There is no evidence that the policy will have an impact on any specific religion or belief.
Age			X		<p>The policy provides mobility opportunity for older people, who may wish to downsize from a larger property, to find a suitable home whilst freeing up larger much needed housing for younger people with families and reducing waiting times.</p> <p>Information and documentation is also available in different formats, e.g. large print and braille, translation services. Guidance and other information is available in other formats rather than solely on digital platforms.</p>
Marriage & Civil Partnership	X				There is no evidence that the policy will have an impact on any specific this group.
Pregnancy and Maternity			X		Pregnant tenants or new mothers are enabled to secure better living conditions and moves to more suitable homes with room for families to grow and to find homes closer to family support.

Rural issue			X		The policy provides a realistic and faster way for rural residents to move compared to waiting on a local authority register. Opportunities offered to move for employment and support rural business communities, move closer to support networks and family, or find more suitable accommodation. Ultimately improves wellbeing, allows elderly to downsize and find accessible accommodation within the local community, freeing up housing for families in areas where housing stock is scarcer.
Social mobility			X		Mutual exchanges enable moves nearer to support networks, family, jobs or homes which offer a better fit for the tenant and their household and improve life chances and wellbeing.

Was there a negative impact identified in question 5? If yes go to question 6. if not go to question 7.

6. If “negative impact” identified in table (4) above is it?

Legal -

What is the level of impact? -

YES	NO
HIGH	LOW

If it is not legal and/or high impact – (i.e.: if you have highlighted **NO** to legal and **HIGH** to impact, then the document should be referred to Head of HR)

7. If positive impact has been identified in table 4 above, how can it be improved upon or maximised, either in this SPPF or others?

Ensure that Mutual Exchange guidance and information is available on our website and in our customer welcome pack, so all tenants are aware of this option. Guidance is available in a variety of formats.

8. Full EIA (or if you decide full EIA is not necessary but some changes should be considered)

- Are there changes you could introduce which would make this SPPF work better for this group of people?
- Is further research or consultation required?

9. Does this proposal have any potential Human Rights implications?

If yes, please describe (if necessary, please refer to the Alliance Homes Group Human Rights Policy)

The policy supports Alliance Homes' approach as outlined in our Human Rights Policy.

Appendix B

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
 - (b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 (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

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 -

- (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

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.

Appendix C

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.

Appendix D

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. key workers, 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 accordance with our Animals and Pets 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.

Appendix E

How the Preserved Right to Buy (PRTB) applies when exchanging with tenants depending on the differing tenancies they hold

When this type of Alliance Homes tenant:	Exchanges with this type of tenant:	The result of the exchange is:
Transferred tenant who held a tenancy with Alliance Homes before Feb 2006	Transferred Alliance Homes tenant	Both keep their PRTB
Transferred tenant who held a tenancy with Alliance Homes before Feb 2006	New Alliance Homes tenant since Feb 2006	The transferred tenant will retain their PRTB (even though they are taking over a tenancy that did not benefit from such a right) The new tenant will not have the PRTB (even though they are taking over a protected assured tenancy)
		Our (Alliance Homes) tenant will have the right to buy with their new

MUTUAL EXCHANGE POLICY



Transferred tenant who held a tenancy with Alliance homes before Feb 2006	Tenant of another landlord	landlord if they are exchanging with a secure tenant. The tenant of another landlord moving in will not have the PRTB (even though they are taking over a protected assured tenancy)
New Alliance Homes tenant where the tenancy started after Feb 2006	New Alliance Homes tenant	Neither has the PRTB
New Alliance Homes tenant where the tenancy started after Feb 2006	Tenant of another landlord	Neither has the PRTB