

T3 Residential Limited

Transfer and Mutual Exchange Policy

1 Introduction

- 1.1 T3 Residential Limited (“**T3 Residential**”) recognises the importance of the mutual exchange process as a means for social housing tenants to have a degree of choice over where they live, as well as providing a platform for tenants to be able to find a home better suited to their needs.
- 1.2 T3 Residential wishes to support its residents through the mutual exchange process, facilitating the swift and smooth exchange of properties, where authorised in accordance with Schedule 3 of the Housing Act 1985.

2 Legal and Regulatory Responsibilities (not exhaustive)

- 2.1 This policy is aligned with the following legislative and regulatory requirements:
- Schedule 3 of the Housing Act 1985;
 - The Housing Act 2004;
 - Schedule 14 of the Localism Act 2011; and
 - Regulator of Social Housing’s Tenancy Standard

3 Scope and Objectives

- 3.1 This policy sets out T3 Residential’s approach to mutual exchanges for all T3 Residential customers with rented properties.
- 3.2 This policy applies to customers who hold a current assured tenancy. Currently, this is only our social rent tenants. All other tenure types do not have the right of exchange and therefore cannot exchange between tenure types.
- 3.3 The aim of this policy is to:
- Provide both tenants and staff alike with clear guidance on the eligibility, requirements and responsibilities associated with the mutual exchange of properties; and
 - Set out the grounds for the refusal of a mutual exchange.

4 Definitions

- 4.1 **Mutual Exchange** - 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. Customers take on the full rights and obligations of their ‘new’ tenancy, including the rent.
- 4.2 **Fixed-term tenancy** - A fixed-term tenancy is granted for a specific period - usually two to five years - after which the landlord reviews the tenant’s circumstances to decide whether to renew or end the tenancy.
- 4.3 **Assured Tenancy** - An assured tenancy is mainly used by housing associations or other registered providers of social housing like T3 Residential and allows tenants to stay in their home indefinitely unless the landlord can prove legal grounds for eviction. In the main, our social rent tenure accommodation is let through assured tenancies.

- 4.4 **Home Swapper** - An internet based mutual exchange service which allows tenants to register their interest in a mutual exchange and find suitable exchange properties/ partners.

5 **Suitable Mutual Exchange Partners**

- 5.1 Assured (non-shorthold) tenants have a contractual right to mutual exchange with T3 Residential's consent.
- 5.2 Mutual exchanges between two or more parties can be UK wide. Tenants who are eligible to exchange can do so with another eligible T3 Residential tenant, a tenant of another registered provider of social housing, or a local authority tenant.
- 5.3 The following customers do not have the right to mutual exchange:
- Customers with a starter tenancy;
 - Customers in a probationary period including any extension period;
 - Assured Shorthold Tenancies (periodic);
 - Customers with a periodic AST as a result of a break notice being served on a fixed term tenancy, or where they have failed to sign a new tenancy agreement at the end of the fixed term; and
 - Decant tenancies.

6 **Our Responsibilities**

- 6.1 We will subscribe to an internet based mutual exchange service, such as Home Swapper or House Exchange, which allows tenants to register their interest in a mutual exchange and find suitable exchange properties. We will publicise the availability of this service on our website.
- 6.2 We will give notice of our decision to approve or decline an application to exchange within 42 calendar days of receiving a completed application.
- 6.3 Our decision to approve or decline an application will be given in writing. If the decision made is to decline, we will clearly state the reasons/ grounds for withholding consent.
- 6.4 We will ensure that valid gas (if applicable) and electrical certificates for our property are obtained prior to approving the exchange, and we will arrange the necessary checks to obtain them.
- 6.5 We will conduct a visual inspection to assess the condition of the property, to identify any repairs that may be required, and any alterations or damage that may have been made to the property.
- 6.6 We will notify both the outgoing and incoming tenants of any repairs that they will be responsible for or to be carried out after the exchange takes place. There will be conditional consent to the completion of the exchange requiring all tenant responsibility repairs to be completed prior to the exchange taking place.
- 6.7 We will maintain responsibility for any landlord repair obligations and will complete any repairs that are our responsibility when they are reported to us, before the exchange takes place.

7 **Tenant's Responsibilities**

- 7.1 Tenants are responsible for finding their mutual exchange partner, and for making an application to us when they have found someone they want to exchange with.
- 7.2 Outgoing tenants are required to repair any neglect, alterations, or damage that they, their household or their visitors have made to the property and to complete any repairs that we

consider to be their responsibility prior to the completion of the mutual exchange.

- 7.3 Incoming tenants are responsible for carrying out an inspection of the property they intend to exchange to prior to the completion of the exchange, and for making any agreements or arrangements with the outgoing tenant regarding the condition of the property, including any fixtures and fittings that are to remain or be removed.
- 7.4 In cases whereby the original exchange application is placed on hold, or is cancelled and reapplied for at a later date, it is the incoming tenant's responsibility to reinspect the property they intend to exchange to, in order to ascertain that they are still accepting of the 'as is' condition of the property prior to the completion of the exchange.
- 7.5 Incoming tenants agree to accept the 'as is' condition of the property they are exchanging to.
- 7.6 Following the exchange, incoming tenants will assume responsibility for any 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.
- 7.7 If the outgoing tenant deliberately damages the property or removes fixtures and fittings from the address (i.e. internal doors) we may seek to recharge the outgoing tenant to cover the cost of the damage.
- 7.8 If the incoming tenant finds that items or rubbish have been left on premises by the outgoing tenant upon exchange, T3 Residential will not be held liable to clear the items or to cover the cost of clearance.
- 7.9 Once an exchange has been approved, both tenants must give their landlord at least 7 days' notice of their selected exchange date, to allow us time to prepare the necessary documentation to legally complete the exchange.
- 7.10 Tenants must not move until they have received written confirmation from each landlord and signed the necessary paperwork 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 and may seek possession of our property.

8 Grounds for Refusal

- 8.1 We may use our discretion to rely on the statutory grounds for refusal that apply to secure council tenants when considering requests from our assured tenants. These grounds being set out in Schedule 3 of the Housing Act 1985, as amended by the Localism Act 2011 (Schedule 14), As well as these grounds for refusal we may also refuse on the grounds of rents arrears, right to rent and affordability.
- 8.2 We will make it a condition of granting permission for the exchange that any arrears are paid in full prior to the exchange taking place.
- 8.3 We will refuse any exchange that would result in our property becoming under-occupied by more than one bedroom.
- 8.4 We will not allow for any overcrowding to occur in our properties through the completion of a mutual exchange.
- 8.5 We will refuse an exchange where we have reason to believe that any tenant has offered or sought a financial incentive as a condition of the exchange.

8.6 We may refuse an exchange where there are significant safeguarding concerns or members of the public are put at risk.

8.7 We may rely on any other reasonable grounds to withhold our consent if so required.

9 **Policy Review**

9.1 The board is responsible for ensuring this policy is kept up to date, implemented within the organisation and monitored and evaluated.

9.2 The policy will be reviewed every two years or more frequently as a result of an incident occurring, feedback obtained, internal/external audits and change in legislation or regulation. This process ensures the policy's continuing suitability, adequacy and effectiveness.

10 **Background Documents**

10.1 This policy should be read in accordance with the following policy documents:

- Allocations and Lettings Policy;
- Tenancy and Tenure Policy; and
- Tenancy Verification Policy.

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Current version	Data approved	Date for Review	Document Owner	Date change log updated
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