



Mutual Exchange Policy

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MUTUAL EXCHANGES POLICY

1. PURPOSE

- 1.1. This policy and procedure provides information and guidance to KHT staff dealing with mutual exchanges.

2. DEFINITIONS

- 2.1. A “Protected” tenancy is a tenant who transferred in the stock transfer from the Knowsley MBC to KHT.
- 2.2. A ‘mutual exchange’ is a type of assignment. An assignment is where a tenant of one property transfers their rights and obligations under their tenancy to another person, who then becomes the tenant of that property. A mutual exchange is where tenants swap their tenancies legally with one another.
- 2.3. A tenant’s rights in relation to a mutual exchange are set out in detail in their respective tenancy agreement.

3. POLICY OBJECTIVES

- 3.1. KHT is committed to promoting mutual exchanges and will assist applicants in finding a suitable exchange. KHT will take part in national exchange programmes and these will be communicated to customers.
- 3.2. KHT will ensure that information about tenants’ right to exchange is available to all tenants.
- 3.3. KHT staff can search the Housing Management system to seek a suitable match.
- 3.4. KHT will ensure that its housing stock is allocated and managed in a fair and proportionate way having regard to its Tenancy Policy, Allocations Policy and waiting list.
- 3.5. Tenants wishing to exchange will be required to complete the relevant Mutual Exchange Application form at **Appendix 8** or **Appendix 9**.
- 3.6. Where appropriate, KHT will have regard to the needs of those persons who are covered by this Policy who may be vulnerable by reason of a disability as defined by the Equality Act 2010.

4. PROCEDURE

Initial Enquiries

- 4.1. If a tenant requests a mutual exchange, the Admin Assistant should do an initial check to confirm that the tenant is eligible to exchange. Check the following:
 - 4.1.1. What tenancy agreement do they have and does it contain a right to exchange?
 - 4.1.2. If it is clear that the tenancy contains no right to exchange (for example, they are in their starter tenancy period) they should be advised in writing using **template letter 2** of the reason, and deleting the information that is not applicable.
 - 4.1.3. If the tenant has a right to exchange in their tenancy agreement and appears to be likely to be eligible to exchange or the tenant wants to apply anyway, send the application form to each of the exchange parties, asking them to return the application.

Processing the application

- 4.2. When a completed application form is received, enter the request on the Exchange Control sheet recording 42 days from when the form is returned. This is the deadline by which a decision must be made on the mutual exchange application.
 - 4.3. Send an acknowledgement letter to both parties (see **template letter 1**) to confirm the application is being processed.
5. Check which type of exchange process has to be followed. A table setting out the type of process that applies to different combinations of tenants exchanging with each other is at **Appendix 4**.
 6. Refer to paragraphs 6.3 and 6.4 for information about what exchanges fall under the Localism Act.

Process to Follow

7. Following reference to the table at Appendix 4, the processes are set out below:
 - 7.1 **Process 1 - When the applicant is a protected tenant of KHT, and it is not a Localism Act Exchange.**
 - 7.1.1. All KHT's tenants who transferred from the Council have a right to exchange which states at clause 4:-

- 4 *“You have the right to transfer this Agreement to another tenant by way of an exchange with one other tenantas long as....*
- 4.1 *...and*
- 4.2 *...and*
- 4.3 *....and*
- 4.4 *you get the Trust’s written consent before the transfer; and*
- 4.5 *you keep any reasonable conditions the Trust attaches to its consent which relate to the payment of outstanding Rent, putting right any breach of the Agreement or keeping any obligations of the Agreement and the transfer will not result in your Home being overcrowded at law or it being substantially underoccupied.*
- 4.6 *The Trust shall only be entitled to withhold its consent to an exchange on the grounds in Schedule 3 Housing Act 1985.*
- 4.7 *....*
- 4.8 *The Trust may not rely on the grounds in Schedule 3 unless it has, within 42 days of your application for consent, served on you a notice specifying the ground and giving details of it.*
- 4.9 *Apart from conditions about payment of outstanding Rent, putting right a breach of the Agreement or keeping an obligation of the Agreement, the Trust will not attach any conditions to its consent and if it does that condition will be disregarded.”*

KHT will follow the process set out in Section 92 of the Housing Act 1985 and rely on the grounds set out in Schedule 3. The grounds for refusal are set out at **Appendix 1**.

- 6.1.2 Check if one of those grounds for refusal apply. For example, are there any possession orders, pending possession proceedings, injunction orders or other Court Orders against the tenant? Is there an anti-social behaviour injunction in place or pending? If so, refuse the exchange. **Template letter 2** should be sent.
- 6.1.3 If a ground for refusal does **not** apply, but there are arrears or there is a breach of tenancy (eg: repairs are required to the property to make good damage or disrepair) then consent must still be given but subject

to a condition that the arrears must be cleared or the breach of tenancy must be made good. Send **template letter 3** to confirm the decision.

6.1.4 If there is no ground to refuse the exchange and no condition that can be imposed, then follow the steps in sections 7 (investigations) and 8 (documentation to prepare).

6.2 Process 2 – Where the applicant is a Tenant of KHT on an assured periodic tenancy agreement containing a right to exchange (but is not a protected tenant from the stock transfer) and where it is not a Localism Act Exchange.

6.2.1 Check the tenancy terms. Most agreements are likely to state

1.1 *“You have the right to transfer this Agreement to another tenant by way of an exchange with one other tenantas long as:-*

1.1.1 *...; and*

1.1.2 *...; and*

1.1.3 *...; and*

1.1.4 *you get the Trust’s written consent before the transfer; and*

1.1.5 *you keep any reasonable conditions the Trust attaches to its consent and the transfer will not result in your Home being overcrowded at law or it being substantially under occupied.*

1.2 *The Trust shall decide whether to give its consent in accordance with its relevant policy. A copy of the policy can be obtained from the Trust”*

6.2.2 The Schedule 3 Grounds for refusal in the Housing Act 1985 do **not** apply to these tenants. KHT will use the grounds it has chosen to apply which are set out in **Appendix 2**.

6.2.3 If one of the grounds in Appendix 2 applies then send template **letter 2** confirming that the exchange is refused and on what ground.

6.2.4 If no grounds for refusal apply then follow the procedure at sections 7 (investigations) and 8 (documentation to prepare).

6.3 Process 3 – Where one tenant has an assured periodic or secure tenancy which began before 1 April 2012 and they apply for a mutual exchange with a tenant on a fixed term assured shorthold tenancy (or flexible tenancy) for a term of 2 years¹ or more at a social rent.

6.3.1 The Localism Act 2011 procedure applies to this mutual exchange. This statutory process **must** be complied with fully. This process is set out in Sections 158 and 159 of the Localism Act 2011 and Regulations have also been made which confirm which types of tenancy the new process does not apply to.

6.3.2 In summary the Localism Act will apply where

- at least 1 tenant has a secure or assured (non shorthold) tenancy which began before 1 April 2012; and
- at least 1 tenant has a (local authority) flexible tenancy **or** fixed term assured shorthold tenancy which is for 2 years or more and is at a social rent; and
- neither landlord has refused consent.

6.3.3 The Localism Act Mutual Exchange Provisions do **not** apply where one tenant has one of the following assured shorthold tenancies:-

- A Fixed Term Assured Shorthold Tenancy for less than 2 years;
- A Periodic Assured Shorthold Tenancy;

6.3.3.1 An Assured Shorthold Tenancy where the rent payable under the tenancy is:

- An affordable rent;
- An intermediate rent;
- A mortgage rescue rent; or
- A shared ownership rent.

6.3.4 The new process requires surrender of each tenancy and grant of a new tenancy. Deeds of Assignment are **not** used.

¹ The length of the remaining term is irrelevant.

6.3.5 The assured or secure tenant will retain their tenure status at the new home they exchange into as follows:

- An incoming secure local authority tenant must be granted a KHT assured **periodic** tenancy.
- An incoming assured periodic tenant must be granted an assured periodic tenancy. (This is a requirement of para 2.8 of the Tenancy Standard in the HCA Regulatory Framework unless moving into an affordable rent property.)
- If the incoming tenant is moving into a KHT affordable rent tenancy then KHT can grant them whatever type of tenancy is permitted under its tenancy policy.

6.3.6 The grounds for refusal under the Localism Act are set out in Schedule 14 of the Act. These grounds are repeated at **Appendix 3**. The Localism Act does not allow for any **conditions** to be imposed on consent. However rent arrears, damage to property or anti-social behaviour/breach of tenancy are themselves grounds for refusal.

6.3.7 If rent arrears exist, the request for a mutual exchange should be refused on the basis of ground 1 in Schedule 14 of the Localism Act.

6.3.8 If one of the grounds applies, then send the **template letter 2** to confirm why the mutual exchange is refused. If the tenant later clears the arrears, a new application has to be made.

6.3.9 If none of the grounds apply then follow the procedure at sections 7 (investigations) and 9 (documentation to prepare for a Localism Act exchange).

6.4 Process 4 – An exchange between an Affordable rent fixed term tenancy and an assured periodic tenancy.

6.4.1 An affordable rent fixed term tenancy is excluded from the Localism Act provisions. If they have a right to exchange in their tenancy agreements, then those exchanges would still be done by Deeds of Assignment. See **section 8** (documentation to prepare). Also see example 3 in Section 10.

7 REFERENCE AND PROPERTY INSPECTION

References for exchanges involving a non-KHT tenant

- 7.1 Send the Landlord's Reference form at **template document 5** to the landlord of the incoming tenant. Remind them of the 42 day timescale and when that expires. [Complete the "application for mutual exchange record" at template **letter 4** (optional).]
- 7.2 Respond to any request for a reference from the other landlord promptly by completing the form at **template document 5** or the other landlord's own reference form.
- 7.3 If the references received reveal anti-social behaviour or other concerns, then consider again if one of the grounds to refuse the mutual exchange apply.

Property Inspection for all KHT tenants involved in the exchange

- 7.4 Arrange for a property inspection of the property (making sure this is within the 42 day time limit) in order to assess if any repairs need to be carried out or if there has been any damage to the property. Ask the [maintenance team] to prepare a list of any works the tenant is expected to carry out before the exchange is approved. If disrepair is identified, KHT should schedule repair works in the usual way.
- 7.5 Depending on the outcome of the property inspection, consider again whether one of the grounds for refusal applies.
- 7.6 KHT will not meet any costs resulting from the exchange other than repairs resulting from fair wear and tear. Such repairs will be carried out in accordance with priorities set by KHT and once the exchange has taken place. Any fittings installed at the outgoing tenant's expense must be left or the original replaced. The properties involved in the exchange are accepted as seen. A decoration allowance will not be paid under any circumstances relating to a mutual exchange.

8 DOCUMENTATION TO PREPARE – NON LOCALISM ACT EXCHANGES

- 8.1 If the mutual exchange is approved (and is **not** a Localism Act exchange) then prepare the Licence to Assign and the Deed of Assignment at **Appendices 5 and 6**.
- 8.2 The Licence to Assign is KHT's permission to both tenants to assign their tenancy, and is signed by the incoming tenant (the "assignee") and KHT only. The outgoing tenant does not need to sign it.
- 8.3 The Deed of Assignment is not signed by KHT, but is signed by both tenants to the exchange.

- 8.4 Fix a date for the Deed of Assignment to be signed and for the tenants to exchange keys and send a letter at template **letter 6** to confirm this. With that letter send the “completion of assignment/mutual exchange” form (at **template document 7**) which asks both tenants to sign to confirm they understand it is their responsibility to ensure all keys and security fobs are passed to the new tenant and asks the new tenant to confirm they accept the property in its present condition. The letter asks them to return that form in advance of the meeting or at the meeting.
- 8.5 Ask the incoming tenant (send template **letter 8**) to provide identity by bringing either a copy of a passport, a full driving licence, a full birth certificate or any letter from the DWP, Council Tax or Housing Benefit office dated within the past 3 months. This is to prevent identity fraud.
- 8.6 Send template **letter 9** to the other landlord (not relevant if both are KHT tenants).
- 8.7 At the meeting, before the Deed of Assignment is completed, the [Lettings Coordinator] must explain the terms of the tenancy agreement the incoming tenant is taking over and the rent payment arrangements.
- 8.8 If KHT’s tenancy is a joint tenancy then **both** joint tenants must be present and **both** must sign. If the incoming tenant is a joint tenant, then both tenants must be present and must sign.
- 8.9 When the Deed of Assignment is signed, the [Income and Welfare Officer] should meet separately with the new tenant to take any rent in advance payment and/or to provide confirmation of income entitlement to housing benefit and complete relevant housing benefit forms. Place the exchange documents onto the housefile. [scan onto system]

9 DOCUMENTATION TO PREPARE IF THE EXCHANGE IS A LOCALISM ACT EXCHANGE

- 9.1 Deeds of Assignment are not used and each tenant needs to surrender their tenancy to their own landlord. The same date should be agreed between each tenant and landlord for the signing of their documents to surrender their tenancy.
- 9.2 Liaise with the other landlord if the exchange involves a non-KHT tenant to agree the sign up of the other tenant on the same day, if at all possible (unless the exchange is in another area of the Country and is not possible).
- 9.3 If both tenants are KHT tenants then arrange to see them at the same time.
- 9.4 Ask KHT’s tenant to surrender using the Agreement to Surrender Form at **Appendix 7**.

9.5 The new tenancy to be granted to the incoming tenant must be as follows:

9.5.1 If they are a periodic assured or secure tenant already – offer them KHT’s assured periodic tenancy (**not** a starter tenancy and **not** a fixed term assured shorthold tenancy).

9.5.2 If they are a fixed term assured shorthold tenancy, then offer KHT’s starter tenancy.

10 EXAMPLES

1. Example One: Localism Act Exchange

- A lives in property 1 and is an assured periodic tenancy of KHT, which began before 1 April 2012.
- B has a fixed term assured shorthold tenancy for 5 years, **not** on an affordable rent which began after 1 April 2012 in property 2 with another landlord.
- A and B have agreed to exchange with each other and the landlords both consent.

← EXCHANGE →

- KHT completes an Agreement to Surrender with A. KHT faxes/scans the Agreement to Surrender to B’s landlord.
- B’s landlord completes an Agreement/Deed of Surrender with B and faxes/scans it to KHT.
- KHT then needs to see B to sign its starter tenancy. B is not legally entitled to demand any particular type of tenancy or rent level.
- B’s landlord needs to see A to sign a new tenancy. B’s landlord must grant A either an assured (or secure tenancy if a local authority) and not, for example, a starter tenancy. A’s tenure is protected under the Localism Act. The rent level is however entirely a matter for [B/S] landlord.

2. Example Two – KHT Assured Periodic – with – KHT protected tenant

- Tenant C has an assured periodic tenancy with KHT. Tenant D is a protected KHT tenant who transferred to KHT during the stock transfer.
- KHT approves both exchanges.

← EXCHANGE →

- A Deed of Assignment should be completed together with a Licence to Assign for both tenant C and tenant D.
- After the assignment, tenant C will step into the protected tenancy agreement of tenant D. The terms that will apply to C are the protected tenancy terms but they will not have the Preserved Right to Buy.
- Tenant D will step into the tenancy terms held by tenant C and will therefore take over assured periodic tenancy terms.
- Tenant D retains their Preserved Right to Buy however, as this is a statutory right that travels with them within KHT's stock, regardless of the terms and conditions of tenancy. No other protected rights set out in the stock transfer tenancy terms and conditions continue however.

3. **Example Three – KHT Protected Tenant – with – 5 year AST at affordable rent of another landlord**

- Tenant E is an assured protected tenant with KHT. Tenant F has a five year fixed term assured shorthold tenancy at an affordable rent, with another landlord. Both landlords consent.
- The Localism Act does not cover affordable rent tenancies and therefore does not apply to this exchange. Deeds of Assignment should be used. KHT need to complete a licence to assign for tenant E.

← EXCHANGE →

- Both tenants step into each other's shoes and take over each other's tenancy terms. Tenant F will not have the Preserved Right to Buy.
- Tenant E therefore needs to understand that they will be taking over a fixed term assured shorthold tenancy on an affordable rent which is almost certainly likely to have lesser rights and a higher rent. KHT should seek to explain the consequences of the exchange to tenant E and advise them to take legal advice.

11 POST EXCHANGE

- 11.1 All KHT tenants will receive a Post Exchange visit from a Housing Officer within 28 days of moving home.

12 REVIEW

- 12.1 This procedure will be reviewed every 2 years and is the responsibility of the Director of Landlord Services.

13 ASSOCIATED DOCUMENTS

Tenants Handbook

Equality and Diversity policy

Customer Care policy

APPENDIX 1 – Mutual Exchanges policy & procedure

PROCESS FOR PROTECTED TENANT APPLICANT OF KHT – NON LOCALISM ACT EXCHANGE

Grounds for Refusal of Consent to Assignment by way of Mutual Exchange (Schedule 3 Housing Act 1985)²

Ground 1

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant.

Ground 2

Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more of grounds 1 to 6 in Part I of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 [or 83ZA] (notice of proceedings for possession) which specifies one or more of those grounds and 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 order², 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–

- an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour);
- an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);
- an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);

² All references to ‘secure’ tenancy should be read as ‘assured’ tenancy.

an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;
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];
an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;
an order under section 22 of that Act.

An “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.

A “demotion order” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.

A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

Ground 2B

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 3

The accommodation afforded by the dwelling house is substantially more extensive than is reasonably required by the proposed assignee.

Ground 4

The extent of the accommodation afforded by the dwelling house is not reasonably suitable to the needs of the proposed assignee and his family.

Ground 5

The dwelling-house—

(a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

(b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of—

the landlord,

a local authority,

a development corporation,

a housing action trust,

a Mayoral development corporation,

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 2 – KHT Mutual Exchanges Policy & Procedure

PROCESS FOR NON-PROTECTED TENANT APPLICANT OF KHT – NON LOCALISM ACT EXCHANGE

Grounds for Refusal of Mutual Exchange where Schedule 3 Housing Act 1985 and Localism Act DO NOT apply

Ground 1

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

Ground 2

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

Ground 3

This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4 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

(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

- (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 one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)
- (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

- (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

- (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 [or section 27 of the Police and Justice Act 2006]
- (f) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or
- (g) an order under section 22 of that Act;

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

- (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

- (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

- (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

- (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

- (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.

Grounds KHT has added:-

- (1) Where there is a Section 106 Agreement or other planning covenants in relation to the property or the estate on which the property is situated or planning restrictions which prohibit mutual exchange.
- (2) Where the incoming tenant will be under-occupying the property by any number of bedrooms.
- (3) Where the incoming tenant will be overcrowded in the property.
- (4) Where rechargeable repairs are required to the property and KHT's tenant has either not carried out those repairs or has not paid the cost of the repairs carried out by KHT.
- (5) Where it would not be in the interests of KHT to grant consent to the exchange.

APPENDIX 3 – KHT Mutual Exchanges Policy & Procedure

SCHEDULE 14 – LOCALISM ACT – GROUNDS ON WHICH LANDLORD MAY REFUSE TO SURRENDER AND GRANT TENANCIES UNDER SECTION 158

Ground 1

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

Ground 2

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

Ground 3

This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4 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

(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

- (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 one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)
- (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

- (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

- (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 [or section 27 of the Police and Justice Act 2006]
 - (f) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or
 - (g) an order under section 22 of that Act;

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

- (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

- (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

- (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

- (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

- (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 4 - TABLE SHOWING EXAMPLES OF WHAT TYPE OF MUTUAL EXCHANGE PROCESS APPLIES WHEN – FOR KHT

Tenant 1 Current tenure 	Secure (pre 1/4/12)	Secure (post 1/4/12)	KHT protected and/or other assured periodic tenant pre 1/4/12	Secure flexible (Local authority) (post 1/4/12)	Assured periodic (post 1/4/12 tenancies)	Fixed term AST Social Rent 2+ years
Tenant 2 Current tenure 						
Secure (pre 1/4/12 tenancies)			Deed of assignment Swap tenures	Surrender & Regrant 2 retains full tenure 1 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Surrender & Regrant 2 retains full tenure 1 discret ^y tenure ^(a)
Secure (post 1/4/12 tenancies)			Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures
Secure flexible (Local Authority) (post 1/4/12)	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap (same) tenure	Deed of assignment Swap tenures	Deed of assignment Swap tenures
Assured periodic (pre 1/4/12)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Surrender & regrant 2 retains full tenure 1 discret ^y tenure ^(a)	Deed of assignment Swap (same) tenure	Surrender & Regrant 2 retains full tenure 1 discret ^y tenure ^(a)
Assured periodic (post 1/4/12)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap (same) tenure	Deed of assignment Swap tenures
Fixed term AST Social Rent 2+ years	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Surrender & Regrant 1 retains full tenure 2 discret ^y tenure ^(a)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap (same) tenure
Fixed term AST or Affordable Rent	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures

APPENDIX 5 – KHT Mutual Exchanges Policy & Procedure

Licence to Assign Tenancy

This Licence is made the day of 20

BETWEEN

- (A) **Knowsley Housing Trust (“KHT”)** (the “Landlord”) of Lakeview, Kings Business Park, Prescot, Knowsley, Merseyside, L34 1PJ;
- (B) **[insert name of current tenant(s)]** the “Tenant(s)” of [*insert address*]; and
- (C) **[insert name of new tenant(s)]** (“the Assignee”) of [*insert address*].

WHEREAS:-

- I By an [assured/assured shorthold periodic/assured shorthold fixed term] tenancy agreement (the “Tenancy”) dated [*insert date*] and made between the Landlord of the one part and the Tenant(s) of the other part the Landlord granted an [assured/assured shorthold periodic/assured shorthold fixed term] tenancy of [*insert address*] (the “Property”) on the terms and conditions and subject to the payment of rent as set out in the Tenancy.

- II The current weekly rent payable under the Tenancy is £ and the Tenancy is otherwise subject to the terms and conditions contained in the Tenancy.

- III The Tenancy prohibits assignment of the Tenancy without the prior written consent of the Landlord.
- IV The Tenant(s) wishes to assign the Tenancy to the Assignee and the Landlord has agreed to give its consent on the terms set out in this Licence.

NOW IT IS AGREED as follows:-

- 1 In consideration of the covenant by the Assignee given in clause 2 below the Landlord hereby consents to the Tenant(s) assigning the Tenancy to the Assignee.
- 2 The Assignee hereby covenants with the Landlord to pay the rent due at the time and in the manner specified in the Tenancy [and to pay the current rent arrears of £ within 28 days] and to observe all the terms and conditions of the Tenancy.
- 3 In consideration of the covenant on the part of the Assignee given in clause 2 above the Landlord hereby releases the Tenant(s) from all liability in respect of the rent payable under the terms and conditions contained in the Tenancy.
- 4 This Licence shall not extend to any further assignment of the Tenancy and shall not affect or prejudice any of the terms and conditions contained in the Tenancy.
- 5 Where any party comprises more than one person the rights, obligations and liabilities of that person under this Deed shall be joint and several rights, obligations and liabilities of those persons.

IN WITNESS WHEREOF the parties hereto have executed this instrument as a Deed in the presence of the persons mentioned below on the day first before written.

SIGNED FOR AND ON BEHALF)

OF THE LANDLORD AS)

A DEED)

in the presence of:

SIGNED BY THE SAID ASSIGNEE)

AS A DEED)

in the presence of:)

IN WITNESS WHEREOF the Tenant(s) and the Assignee(s) have signed this instrument as their Deed in the presence of the persons mentioned below on the date written.

SIGNED BY THE SAID)
TENANT(S) AS A DEED)
in the presence of:)

SIGNED BY THE SAID)
ASSIGNEE(S) AS A DEED)
in the presence of:)

APPENDIX 7 – KHT Mutual Exchanges Policy & Procedures

Agreement to Surrender

THIS AGREEMENT is made on (date)

BETWEEN

- (1)(name of tenant) of
.....(address) ('the Tenant') and
- (2) **Knowsley Housing Trust ("KHT")** of Lakeview, Kings Business Park,
Prescot, Knowsley, Merseyside, L34 1PJ ('the Landlord')

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this agreement:

- 1.1 'the Completion Date' means(*insert date when a new tenancy agreement with the incoming tenant is going to be signed in the mutual exchange*);
- 1.2 'the Tenancy' means the [Assured periodic/fixed term assured shorthold/other] Tenancy Agreement dated(*insert date*) made between the Tenant and the Landlord;
- 1.3 'the Property' means the [house or flat/other *insert description*] known as(*insert address*) comprised in the Tenancy Agreement;
- 1.4 where the Tenant comprises two or more persons, obligations expressed or implied to be made by or with the Tenant are deemed to be made by or with all persons jointly and severally;
- 1.5 words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa;

- 1.6 the clause, paragraph and schedule headings do not form part of this agreement and shall be ignored in its interpretation.
- 1.7 for the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this agreement, this agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

2 AGREEMENT TO SURRENDER

The Tenant, having had consent from the Landlord to do a mutual exchange pursuant to sections 158 and 159 of the Localism Act 2011, agrees to surrender the Tenancy granted by the Landlord and the Landlord agrees to accept that surrender on the Completion Date.

3 VACANT POSSESSION

The Tenant agrees to give vacant possession of the Property to the Landlord on the Completion Date, handing over to the Landlord/their representative all keys and locks and codes to enable the Landlord to have full access to and within the Property. The Landlord agrees not to regain occupation of the Property until the surrender is completed.

4 REIMBURSEMENT OF PAYMENTS IN CREDIT

The Landlord agrees to reimburse to the Tenant on the Completion Date any amount of advance rent or payment on account of service charge in respect of the Property attributable to a period after the Completion Date.

5 RIGHTS DURING THE TENANCY

The surrender of the Tenancy shall not affect the enforceability of the rights of the Landlord or the Tenant against each other in respect of any liability that has accrued before the Completion Date.

SIGNATURES

1 The Tenant Signature

Name

APPENDIX 8 – KHT Mutual Exchanges Policy & Procedures

INTERNAL MUTUAL EXCHANGE REQUEST FORM (ME1)

The completed form and declaration must be returned to Head Office, Lakeview, Kings Business Park, Prescot, L34 1PJ

Section 1 – Your tenancy details

Full Address of the Property you wish to move from (including postcode)			
Full name of all tenants at this Property			
Date your tenancy commenced with KHT			
Type of tenancy you currently hold (please tick)	Assured (transferred from Council)		
	Assured		
	Starter		
	Fixed Term		
Property Pool Plus Registration Number			
HomeSwapper Registration Number			

Section 2 – Names of all persons residing with you

Full name	Age	Relationship to you	Will they be moving with you?		If no, where will they live
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	

Section 3 – Previous mutual exchange requests

Address	Date of request	Did the exchange proceed?

Section 4 – Reason for exchange and details about your tenancy

Why do you want to exchange from your current property? E.g. To move to a different area for work or family, type of property etc.			
Do you have any rent arrears?	Yes		Balance £ DR
	No		Balance £ CR
Does your property have any adaptations?	Yes		No
If yes, please state the type of adaptation(s)			
Have you been given a Notice Seeking Possession for a breach of tenancy or anti-social behaviour?	Yes		No
If yes, please state when and for what reason.			
Have you or anyone living with you or visiting you been taken to Court by KHT?	Yes		No
If yes, please state when, for what reason and the outcome of the court case.			

Section 5 – Details of the tenant you wish to exchange with

Full Address of the Property (including postcode)				
Full name of all tenants at this Property				
Are they a KHT tenant?	Yes		No	
Type of tenancy they hold (if known) (please tick)	Assured (transferred from Council)			
	Assured			
	Starter			
	Fixed Term			

Please read the information and declaration below:

I/We,, confirm that it is my/our intention to move into on a permanent basis, that no money has or will change hands to facilitate this exchange and that the information I/we have provided is correct. I/We understand that if either party to the exchange provides false information this could be seen as fraudulent and if I/We move into the said property without KHT's prior written consent that this will affect my/our status as an assured tenant and I/We could be made homeless.

In addition, by signing this form, I/we agree that KHT will have the authority to share information about my/our tenancy which is relevant with the tenant(s) with whom I/we wish to exchange.

Signed
 Print name
 Dated

NB. If you have a Joint Tenancy this Form MUST be signed by all of the joint tenants.

NEXT STEPS:
Once we have received your application we will assess whether you are eligible for a Mutual Exchange.

PLEASE RETURN THE COMPLETED FORM TO:
KNOWSLEY HOUSING TRUST, HEAD OFFICE, LAKEVIEW, KINGS BUSINESS PARK,
PRESCOT, L34 1PJ

APPENDIX 9 – KHT Mutual Exchanges Policy & Procedure

EXTERNAL MUTUAL EXCHANGE REQUEST FORM (ME2)

The completed form and declaration must be returned to Knowsley Housing Trust, Head Office, Lakeview, Kings Business Park, Prescot, L34 1PJ.

Section 1 – Your tenancy details

Full Address of the Property you wish to move from (including postcode)			
Full name of all tenants at this Property			
Date your tenancy commenced with KHT			
Type of tenancy you currently hold (please tick)	Assured (transferred from Council)		
	Assured		
	Starter		
	Fixed Term		
Property Pool Plus Registration Number			
HomeSwapper Registration Number			

Section 2 – Names of all persons residing with you

Full name	Age	Relationship to you	Will they be moving with you?		If no, where will they live
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	
			Yes	No	

Section 3 – Previous mutual exchange requests

Address	Date of request	Did the exchange proceed?

Section 4 – Reason for exchange and details about your tenancy

Why do you want to exchange from your current property? E.g. To move to a different area for work or family, type of property etc.			
Do you have any rent arrears?	Yes		Balance £ DR
	No		Balance £ CR
Does your property have any adaptations?	Yes		No
If yes, please state the type of adaptation(s)			
Have you been given a Notice Seeking Possession for a breach of tenancy or anti-social behaviour?	Yes		No
If yes, please state when and for what reason.			
Have you or anyone living with you or visiting you been taken to Court by KHT?	Yes		No
If yes, please state when, for what reason and the outcome of the court case.			

--	--

Section 5 – Details of the non-KHT tenant you wish to exchange with

Full Address of the Property (including postcode)			
Full name of all tenants at this Property			
Are they a KHT tenant?	Yes		No
If No, please insert full name and address of the tenant's Landlord (please note you can only request a mutual exchange with a tenant of another Social Landlord or Local Authority NOT a private tenant.			
Have you contacted their Landlord? If, yes, please give details			
Has the tenant's Landlord given their consent to their tenant exchanging?			
Type of tenancy they hold (if known) (please tick)	Assured (transferred from Council)		
	Assured		
	Secure		
	Starter		
	Introductory		
	Fixed Term		

Please read the information and declaration below:

I/We,, confirm that it is my/our intention to move into on a permanent basis, that no money has or will change hands to facilitate this exchange and that the information I/we have provided is correct. I/We understand that if either party to the exchange provides false information this could be seen as fraudulent and if I/We move into the said property without KHT's prior written consent that this will affect my/our status as an assured tenant and I/We could be made homeless.

In addition, by signing this form, I/we agree that KHT will have the authority to share information about my/our tenancy which is relevant with the tenant(s) with whom I/we wish to exchange.

Signed

Print name

Dated

NB. If you have a Joint Tenancy this Form MUST be signed by all of the joint tenants.

NEXT STEPS:

Once we have received your application we will assess whether you are eligible for a Mutual Exchange.

PLEASE RETURN THE COMPLETED FORM TO:

KNOWSLEY HOUSING TRUST, HEAD OFFICE, LAKEVIEW, KINGS BUSINESS PARK, PRESCOT, L34 1PJ

Appendix 10 - TEMPLATE LETTERS AND DOCUMENTS

CONTENTS

1. Letter to acknowledge mutual exchange application.
2. Letter refusing mutual exchange with reasons.
3. Letter asking tenant to clear arrears/rectify breach of tenancy.
4. Summary of details of parties to mutual exchange.
5. Reference.
6. Letter proposing date for exchange and enclosing form to sign.
7. Completion of assignment/mutual exchange.
8. Letter to incoming tenancy confirming exchange agreed and asking for information.
9. Letter to landlord of incoming tenant – exchange agreed.

Appendix 10 - TEMPLATE LETTER 1

Address line 1

Date:

Address line 2

Our Ref:

Address line 3

Direct Dial:

Address line 4 Postcode

Dear Name

Application for Mutual Exchange between xxxxxxxxxxxxxxxx & xxxxxxxxxxxxxxxx

Thank you for your recent application for a mutual exchange which we received on []. This is now being processed and I will write to you again in due course. We will make a decision within 42 days of the date we received your completed application.

If you have any questions meanwhile, please call me on {PHONE NUMBER}.

Yours sincerely,

Name

[Lettings & Tenancy Liaison Co-ordinator]

Appendix 10 - TEMPLATE LETTER 2

Mr/ Mrs Surname
Address line 1
Address line 2
Address line 3
Address line 4 Postcode

Date: (Today's date)
Our ref:
Direct dial:

Dear Mr/ Mrs Surname

Re: Mutual Exchange Application – Refusal

We have now considered your recent application for a mutual exchange with of . I am sorry to advise that we have to refuse your request. The reason for our decision is:

- [1. Your tenancy agreement does not contain a right to exchange.
2. One of the grounds for refusal set out in our policy applies. The relevant ground is set out below (cut and paste from Appendix of grounds that applies to this exchange – use Appendix 1 if a protected tenancy or tenancy where the MX clause refers to Schedule 3 Housing Act 1985; Appendix 2 if an assured tenancy and Appendix 3 if a Localism Act exchange).
3. The person you are applying to exchange with has [not provided satisfactory references/a tenancy related issue has come to light].]

I appreciate this may be disappointing for you but you can continue to search for a suitable mutual exchange using [Homeswapper (web-site www.homeswapper.co.uk)]

[(If relying on 2 above) – A fresh application can be considered once rent arrears are cleared [or the breach of tenancy is dealt with].

If I can be of any further help to you, please ring me on

Yours sincerely

Your Name
[Senior Lettings Co-ordinator]

Appendix 10 - TEMPLATE LETTER 3

(Consent on conditions)

Date: (Today's date)

Your ref:

Our ref:

Direct dial:

Mr / Mrs Surname
Address line 1
Address line 2
Address line 3
Address line 4 Postcode

Dear Name

Application for Mutual Exchange between xxxxxxxxxxxxxxxx & xxxxxxxxxxxxxxxxxxxx

Thank you for your recent application for a mutual exchange. It has come to my attention that as at today's date [you owe Knowsley Housing Trust £xxx.xx. We will only agree the exchange on condition that you clear the arrears [in full].

You are in breach of tenancy as a result of [damage to your home; refusal of access to inspect/repair; other breach of tenancy.] Please correct this breach of tenancy by [insert action to be taken]. If you do not take any action, the mutual exchange cannot proceed.

If you have any questions meanwhile, please call me on [PHONE NUMBER].

Yours sincerely,

[Officer
Lettings Co-ordinator]

Appendix 10 - TEMPLATE LETTER 4

APPLICATION FOR MUTUAL EXCHANGE

I have received an application for a mutual exchange

- **Within the borough**
- **With another local authority / Housing Association xx**
- **With another KHT tenant**

Details of Case: Households and present accommodation:

**Tenant:
Address:
Property:
Household:**

Wishes to exchange with:

**Tenant:
Address:
Property:
Household:**

Landlord

Tenants wish to exchange for mutual benefit.

.....**Date**.....

Appendix 10 - TEMPLATE LETTER 5 – Landlord’s Reference

Mr / Mrs Surname
Address line 1
Address line 2
Address line 3
Address line 4 Postcode

Date: (Today’s date)
Your ref:
Our ref:
Direct dial:

Assignment by way of Mutual Exchange between:

Landlords Reference

Name:

Address:

Date Tenancy Commenced:

Joint Tenancy:

Family Details	Tenant/Relationship to Tenant	Title	Date of Birth

Type of Property:

Number of Bedrooms:

Any Adaptations:

Pets:

TENANCY MANAGEMENT

Is there a current Notice Seeking Possession in force?

If 'Yes' on what grounds?

Is there a current Possession Order in place?

If 'Yes' on what grounds?

Current Weekly Rent:

Current Balance:

Has the tenancy been managed satisfactorily?

Has there been a NOSP served on grounds for nuisance or anti-social behaviour recently?

Has an injunction for ASB or an ASBO been obtained or is it in the process of being applied for?

Are there any circumstances which would engage any of the Grounds or reasons at Appendix 2 or Appendix 3 of the Mutual Exchanges Policy and Procedure?

If yes please give details:

Signed:

Name:

Job Title:

Date:

Appendix 10 - TEMPLATE LETTER 6

Mr / Mrs Surname
Address line 1
Address line 2
Address line 3
Address line 4 Postcode

Date: (Today's date)
Your ref:
Our ref:
Direct dial:

Dear Name

Application between; Yourself - &

I would like to confirm that we are now able to agree the requested mutual exchange. We have suggested a Tenancy start date of Monday xxxxx 20 . You should hear from xxxxxxx about a time on which to attend their offices to sign your new tenancy documents. An appointment has been booked for xxxxxxxx at xxpm for you to come into our office to sign [the Licence to Assign and Deed of Assignment] [OR if Localism Act exchange – to sign an Agreement to Surrender]. **Please ensure that your rent account is showing a nil balance on the date of transfer, failure to do so could result in the exchange being denied or delayed.**

Please sign and return the enclosed form which confirms the details of the exchange.

Please be advised that no exchange legally takes place until the Legal Documents have been signed. Do NOT move house before this date.

May I also take this opportunity to wish you every happiness in your new home.

Yours sincerely,

**[Officer
Lettings Coordinator]**

Appendix 10 - TEMPLATE LETTER 7

COMPLETION OF ASSIGNMENT/MUTUAL EXCHANGE

Tenant/s (1)	
---------------------	--

Address	

Landlord	
-----------------	--

Exchanging with:

Tenant/s (2)	
---------------------	--

Address	

Landlord	
-----------------	--

Date of Assignment of Tenancy	
--------------------------------------	--

I/we have requested the above Mutual Exchange. The date of the Tenancy Assignment (Mutual Exchange) has been agreed by all parties concerned. I/we understand that arrangement for the exchange of keys is to be made between ourselves.

I/we understand that it is my/our responsibility to ensure all keys and security fobs are passed to the new tenant as KHT will not undertake lock changes or supply missing keys.

I/we confirm that I/we agree to accept the property in its present condition and that KHT will only carry out repairs as stated in the Tenancy Agreement.

Tenant/s signature	
Signed on behalf of KHT	

Appendix 10 - TEMPLATE LETTER 8

Mr / Mrs Surname
Address line 1
Address line 2
Address line 3
Address line 4 Postcode

Date: (Today's date)
Your ref:
Our ref:
Direct dial:

Dear Name

Application for mutual exchange between: &

I am pleased to confirm that your mutual exchange with our tenant has now been agreed.

Please note: Your new tenancy will start on [date].
The weekly charge for the property will be **£XXX**.
You will need to pay two weeks charge in advance.

Please remember that for the exchange to take place:

- all parties must sign their [assignment documents/new tenancy agreements];
- please make sure that your balance is £0.00 on the day of transfer; and
- you accept the property in the condition it is left in. We will not be liable for any redecoration or special improvements.

Signing the new tenancy agreement

We will arrange for you to come in to Scania House and sign the paperwork as soon as possible. You will need to sign [a Licence to Assign and Deed of Assignment/OR (if a Localism Act exchange) a Termination of Tenancy form with your existing landlord for your current address and a Tenancy Agreement with KHT for your new address.]

Please bring **two** forms of identification. One of these must confirm your current address and one must include a photograph. Acceptable ID includes a passport, paper driving licence, birth certificate, a recent bank statement/utility bill or a letter from the DWP, Council tax or Housing benefit offices dated within the last 3 months.

Safety in your home

Please note: We will make an appointment for a gas & electricity safety inspection as soon as possible after the exchange.

Housing benefit

If you think you are entitled to housing benefit you will need to complete a form when you come in to sign your tenancy agreement. We have enclosed a checklist of documents to bring with you when you come in sign your new tenancy agreement.

If you have any questions please call me on {PHONE NUMBER}.

Yours sincerely,

**Officer
Lettings Co-ordinator**

Appendix 10 - TEMPLATE LETTER 9

Mr/ Mrs Surname

Address line 1

Address line 2

Address line 3

Address line 4 Postcode

Date: (Today's date)

Our ref:

Direct dial:

Dear (landlord for incoming tenant if not also KHT)

Application for Mutual Exchange between:

I confirm that the above Mutual Exchange has now been agreed.

The new tenancies will start on Monday xxx, which I hope is acceptable to all parties. I have asked both tenants to come into our offices on xxxx at xxxx to sign the relevant paperwork. (As this is a Localism Act exchange, once our tenant has signed our Agreement to Surrender, they need to sign their new tenancy agreement with you. Your tenant needs to surrender their tenancy with you before signing our new agreement. We suggest if possible you arrange for sign up on the same day).*

I have written to xxx and xxx confirming the Mutual Exchange.

Should you need any further information, please do not hesitate to contact me on

Yours sincerely,

[Lettings Co-ordinator]

(* delete text in () if not a Localism Act exchange.)