

Dolphin Housing Limited

Mutual Exchange Policy

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1. Introduction

This policy sets out how Dolphin Living will promote social mobility for tenants in its social and affordable rented homes using mutual exchange.

Mutual exchange is an effective way for social housing tenants to move home, while remaining a social housing tenant. Mutual exchange allows tenants to swap homes with other Dolphin Living tenants. It also allows Dolphin Living tenants on social and affordable rent tenancies to 'swap' homes with tenants from Registered Social Landlords and Local Authorities anywhere in the UK.

In addition, this policy provides information and guidelines as to when a tenant can legally mutually exchange, and the process Dolphin Living will follow. It also sets out reasons why Dolphin Living may not allow a mutual exchange to proceed.

2. Eligibility

Dolphin Living aims to assist tenants when they wish to move home through the facilitation of mutual exchange. This policy applies to all Dolphin Living Affordable Rent (AR) and Social Rent (SR) tenants.

Dolphin Living will consider requests from its tenants to exchange homes with other tenants who hold an AR or SR tenancy with Dolphin Living or with another Registered Provider of social housing.

Dolphin Living will consider the conduct and suitability of both its own residents and the parties with whom they propose exchanging before giving consent.

The Localism Act 2011 contains a right for assured tenants not on a fixed term, meaning those who hold a "lifetime tenancy" to exchange with fixed-term tenants and be granted an assured (lifetime tenancy). It should be noted that this right is forfeited where the property into which the tenant is moving is an Affordable Rent property and does not apply to tenants whose lifetime tenancy was granted after 1st April 2012.

Probationary or Starter tenants cannot exchange, during the initial probationary period, but can exchange once the probationary period is complete and they successfully move onto an assured or fixed term tenancy.

Intermediate Market Rent Tenants are excluded from this policy as they hold assured short hold tenancies and have neither a statutory right nor a contractual right within their tenancy agreement that permits mutual exchange.

Which Dolphin Living tenants can exchange?

Tenancy Type	Mutual Exchange
Affordable Rent Assured Short hold Tenancy Fixed Term	Yes
Social Rent Assured Short hold Tenancy Fixed Term	Yes
Social Rent Assured Tenancy Lifetime	Yes
Social Rent Probationary/Starter Tenancy	No
Affordable Rent Probationary/Starter Tenancy	No
Intermediate Rent Assured Short hold Tenancy Fixed Term	No

Where a fixed term tenancy is within the final twelve months of the fixed term and/or a notice of intent has been served by Dolphin Living on the tenant advising of our intention not to renew the fixed term, Dolphin Living will be entitled to reject all requests to undertake a mutual exchange.

Dolphin Living will be entitled to reject all requests under this policy, irrespective of the type of tenancy held, where:

- there are arrears of rent
- there is another breach of tenancy
- there are outstanding possession proceedings or a court order against the tenancy
- the property is deemed to be too large or too small for the incoming tenant (the Dolphin Living tenant's exchange partner)
- the home is unsuitable for the incoming tenant because it is adapted for somebody with a disability and the incoming tenant or members of their household do not have a need for the adaptations
- The incoming tenant does not meet Dolphin Living's lettings and allocations criteria including financial affordability criteria

Dolphin Living will not permit parties to exchange where there has been any financial or material inducement by either party, including but not limited to, the repayment of rent arrears.

3. Landlord's responsibilities

Dolphin Living provide access (free for our eligible tenants) to the on-line national Homeswapper service (<http://www.homeswapper.co.uk>). Once registered, our tenants can list their home and look for other homes throughout the UK.

As part of the exchange process, we will ensure that:

- all property safety checks are undertaken as part of the exchange process and make sure an Energy Performance Certification inspection is carried out and that a certificate is issued, where required.
- all rechargeable repairs are made good by the current tenant before any exchange is approved. Where they are not completed, we will ensure the current tenant pays for the repairs that are their responsibility before approval is given.
- the new tenant is aware of any tenant improvements that have been made to the property and for which they will inherit maintenance responsibility should they go through for maintaining them.
- repairs that are the responsibility of Dolphin Living are carried out from the date that the new tenant moves in.
- we will consider requests for minor aids and adaptations required to enable the incoming tenant to live in the property.

- we consider requests for permission to carry out major aids and adaptations and signpost incoming tenants to the local authority disability funding grant team for assistance with the exchange.
- the proposed incoming tenant's occupation of the property is not contrary to our Affordable & Social Rent Tenure and Allocations Policy. For example, we will not approve exchanges that will result in under or over occupation and/or where the new tenant would be unable to afford the rent and service charge.
- mutual exchanges are not conducted fraudulently. If we suspect that there is fraudulent activity or tenants have been 'bribed' to exchange, we will undertake an independent investigation.
- both our tenant and the incoming tenant are aware of any change to their security of tenure or other rights (should this apply) in order that they make an informed decision.

4. Tenant's responsibilities

- Dolphin Living tenants are responsible for finding a mutual exchange partner, completing the application forms with their exchange partner and returning them to their respective landlords.
- Dolphin Living tenants must ensure any breach of their tenancy term is rectified and that any and all rent arrears are cleared before proceeding with a Mutual Exchange.
- Before the exchange is agreed we will inspect our property, confirm the condition and advise both tenants (outgoing and incoming) of their repair responsibilities and liabilities. Dolphin Living tenants must have made arrangements for any tenant responsibility repairs to have been completed prior to receiving permission to exchange. Failure to do so will result in the tenant being recharged for the remedial work.
- The incoming tenant must be a Local Authority (including Arm's Length Management Organisations and new town tenants) or Housing Association tenant, not a private rented sector tenant.
- Any joint tenants must also consent to the exchange by signing all relevant paperwork, including the licence to assign and deeds of assignment.

5. Method of exchange

- Assured "lifetime tenants" exchanging with other assured "lifetime tenants" will exchange by assigning tenancies to one another. A license to assign will be granted by the landlord(s) and a deed of assignment will be completed to affect the exchange.
- Fixed term tenants from outside of Dolphin Living, exchanging with fixed term Dolphin Living tenants will surrender their tenancies and Dolphin Living will issue a new tenancy. Both tenants must have successfully completed any probationary period prior to exchanging. We will grant a new fixed term tenancy with a five year

term. Where Dolphin Living tenants are exchanging with each other, we will issue new fixed term tenancies for the remainder of their original tenancies.

- Where an assured lifetime tenant (who has continuously held their lifetime tenancy since 1st April 2012) wishes to exchange with a fixed term tenant, they will be offered a tenancy with no less security at their new home. The fixed term tenancy in place at the property into which they plan to exchange will be surrendered and a new lifetime tenancy will be issued. The exception to this method is where the property into which the lifetime tenant plans to move is let as an Affordable Rent tenure. In this circumstance the lifetime tenant forfeits their right to retain a lifetime tenancy term and will be granted our 5 year fixed term tenancy.

6. Reasons for refusal

We may refuse to grant permission for an exchange where:

- There is a Possession Order on either home.
- A Notice of Seeking Possession has been served on either tenancy.
- A Notice to vacate the property (s.21 or notice to quit) has been served on either property.
- A tenant or any member of their household has behaved in an anti-social way and/or enforcement action including possession proceedings, injunctions, anti-social behaviour injunctions/orders or a demotion order against them are in place or are being sought.
- The property is more than one bedroom bigger than is needed by the household wishing to move into it (according to the Dolphin Living bedroom standard).
- The property is not big enough for the household wishing to move into it (according to the Dolphin Living bedroom standard).
- The property has special features that make it suitable for occupation by a person with a physical disability who needs it and the household of the tenant(s) wishing to exchange does not need these special features.
- Where the incoming tenant does not meet the eligibility criteria set out within our Affordable & Social Rent Tenure and Allocations Policy.
- Where we consider it reasonable, in the circumstances, to do so.

Where consent to a mutual exchange is refused, we will write to our tenants to explain why and to inform them of their right to appeal the decision (see item 7 below).

In certain circumstances we may use our discretion to allow an exchange of homes to take place where consent would normally be refused.

7. Appeals

An unsuccessful applicant will be able to appeal the decision. The request should be made in writing and submitted within 21 days of the applicant being told that their mutual exchange has been declined.

The applicant should first contact the Lettings Manager to discuss the reasons for our decision. The Lettings Manager will have five working days to respond. If the tenant is still unhappy with the decision, they can appeal in writing to the Customer Services Director of Dolphin Living within 10 working days of the decision. A written response will be given within 10 working days of receipt of the written appeal.

8. Monitoring and evaluation policy

This policy will be monitored by the Senior Resident Liaison & Regulation Manager. It will be reviewed periodically as set out above capturing best practice, customer feedback and legislative changes.