



# South Cambridgeshire District Council

## Mutual Exchange Policy

Version	2.0
Ownership	Geoff Clark, Service Manager - Housing Neighbourhood
Approved by	xx
Policy Contact	Julie Fletcher – Service Manager – Housing Strategy
Approval date	[insert date/month] 2023
Publication date	[insert date/month] 2023
Date of next review	[insert month] 2025



## Version Control

Date	Version	Details of Review
January 2020	1.0	New Policy
Sept 2023	2.0	<p>Full policy review and update to reflect government consultation on revised directions to the Social Housing Regulator on Mutual Exchange.</p> <p>Update in line with the Council's decision to end use of Fixed-Term Tenancies.</p> <p>New provisions due to policy review including:</p> <ul style="list-style-type: none"><li>- Definition of grounds of refusals 3 &amp; 7 and 7 &amp; 11 under Housing Act 1985 Schedule 3 and Localism Act 2011 Schedule 14 respectively.</li><li>- Incentives for downsizing</li><li>- Requirement to give 7 working day notice for sign-up.</li></ul> <p>Details and clarifications on roles and responsibilities and other aspects of Mutual Exchange.</p>



## Contents

Section 1. Introduction .....	4
Section 2. Policy Aim and Objectives .....	5
Section 3. Legal Framework .....	6
Section 4. Right to Exchange .....	8
Section 5. Types of Exchange .....	9
Section 6. Information, Guidance and Support .....	10
Section 7. How to find a mutual exchange partner .....	13
Section 8. Before applying .....	13
Section 9. How to Apply .....	14
Section 10. Assessment .....	14
Section 11. Decision .....	18
Section 12. Right to review .....	21
Section 13. Gas and Electrical Safety Checks .....	22
Section 14: Responsibilities of SCDC .....	24
Section 15: Responsibilities of Mutual Exchange Applicants .....	25
Section 16. After the move .....	28
Section 17. Recharge .....	29
Section 18. Succession .....	29
Section 19. Pets .....	29
Section 20. Safeguarding .....	30
Section 21. Unauthorised Mutual Exchange and Payments .....	30
Section 22. Monitoring and Review .....	30
Section 23. Complaints .....	31
Section 24. Data Protection .....	31
Section 25. Links to other policies and strategies.....	
<b>Appendix 01: Methods of exchange .....</b>	<b>32</b>
<b>Appendix 02: List of items tenants should consider before deciding to move..</b>	<b>33</b>
<b>Appendix 03: Mutual Exchange Process and Timeframe .....</b>	<b>36</b>
<b>Appendix 04: Grounds for Refusal .....</b>	<b>39</b>
<b>Appendix 05: Gas Safety Check Process .....</b>	<b>41</b>



## 1. Introduction

- 1.1 The process by which social housing tenants can swap their homes is called Mutual Exchange. More than two households can be involved in a chain of swaps. The exchange can only take place with the written permission from their respective landlords.
- 1.2 Exchange partners transfer tenancies and move into each other's properties 'as seen' and take on all the rights and responsibilities set out in the tenancy agreement for the property they move into.
- 1.3 South Cambridgeshire District Council (SCDC) recognises that Mutual Exchange provides a host of benefits for tenants and the Council alike. The process helps tenants to meet their housing needs, move closer to work, family members and/or specific services. For many tenants, Mutual Exchange provides the only realistic opportunity for them to move from their current home. It also provides a quicker way of finding alternative accommodation especially for housing applicants who are on low priority or in need of accommodation for which there is high demand.
- 1.4 This policy outlines SCDC's approach to Mutual Exchange and applies to:
  - SCDC tenants applying for Mutual Exchange;
  - External social housing tenants seeking to exchange with SCDC tenants;
  - Transfer Applicants on the SCDC Housing Register;
  - Members of SCDC staff; and
  - Internal and external partners such as Housing Associations, Tenancy Support services, Health and Community Care services.



## 2. Policy Aim and Objectives

- 2.1 The aim of this Policy is to deliver the Council's Mutual Exchange scheme in line with government legislations and the relevant guidelines, and to apply the conditions for Mutual Exchange fairly and consistently across the board.

The SCDC Mutual Exchange Policy has the following objectives:

- 2.2 To inform SCDC staff, residents and partners on how the scheme will operate, the eligibility criteria and grounds for refusal;
- 2.3 To promote Mutual Exchange as an effective housing option for meeting housing needs;
- 2.4 To improve mobility for social housing tenants in the district;
- 2.5 To contribute to the Greater Cambridge Housing Strategy priority for *Promoting Health and Wellbeing through housing*; and
- 2.6 To ensure effective use of the Council's housing stock by enabling tenants to move to accommodation suitable for their needs. This will help:
- ▶ Address over-crowding and under-occupation in the Council's existing stock;
  - ▶ Address needs for adaptations and help release adapted homes;
  - ▶ Relieve pressure on the Council's Housing Register; and
  - ▶ Relieve pressure on health and care services.



### 3. Legal Framework

3.1 The Housing Act 1985 and Localism Act 2011 outline the framework within which Mutual Exchange schemes must operate.

#### 3.2 Section 92 of the Housing Act 1985:

- I. Grants tenants with lifetime (secure and assured) tenancies the right to exchange their social homes with other tenants. In order to carry out an exchange, tenants must transfer their tenancies by Assignment.
- II. Requires Landlords to provide a written decision within 42-days of receiving completed applications from all exchange partners;
- III. Sets out the grounds (Schedule 3 of the Act) based on which, landlords can refuse applications for Mutual Exchange; and
- IV. Allows landlords to give consent to a Mutual Exchange to go ahead subject to certain conditions being met such as, payment of rent arrears.

#### 3.3 Sections 158 of the Localism Act 2011 sets out additional provisions including:

- I. Protection of security of tenure for lifetime tenancies that predate 1 April 2012. This allows tenants to keep similar security of tenure when exchanging with tenants who are on flexible or fixed term tenancies. Tenancies can be transferred by way of Surrender and Re-grant;
- II. Grounds on which landlords may refuse an application for Mutual Exchange where Section 158 applies;
- III. Tenants' right to enforce decisions via County Court injunction if landlords fail to provide written decisions within 42-days of receiving applications for Mutual Exchange (S.159); and



- IV. Landlords may not use the grounds for refusal of a Mutual Exchange application if they fail to provide a written decision within 42-days of receiving such an application. (S.159)

3.4 SCDC will also rely on the following legislations for definitions and interpretations of terms set out in the Housing Acts mentioned above:

- ▶ Housing and Planning Act 1986
- ▶ Housing Act 1988
- ▶ Housing Act 1996
- ▶ Crime and Disorder Act 1998
- ▶ Anti-Social Behaviour Act 2003
- ▶ Housing and Regeneration Act 2008

### **Tenancy Standard, Regulator of Social Housing**

3.5 SCDC will endeavour to meet the standards set out in the Tenancy Standard by -

- I. Offering a Mutual Exchange service which allows tenants to easily access details of all (or the greatest practicable number of) available matches without payment of a fee,
- II. Taking steps to publicise the availability of the Mutual Exchange service(s) the Council offers to tenants, and
- III. Providing support for accessing Mutual Exchange service(s) to tenants who may otherwise be unable to use them.



#### **4. Right to Exchange**

- 4.1 SCDC tenants who are on Secure or Fixed Term Flexible Tenancy are eligible for Mutual Exchange.
- 4.2 External tenants seeking to exchange with SCDC tenants must be on lifetime tenancy (secure or assured) or Fixed Term/Flexible Tenancy.
- 4.3 Applicants can exchange with tenants of any private registered providers of social housing anywhere in the country, including:
- ▶ Other Local Authorities;
  - ▶ Arms Length Management Organisations (ALMO);
  - ▶ Housing Associations; and
  - ▶ Housing Trust which is a charity.
- 4.4 Tenants on Introductory Tenancies will not be considered for Mutual Exchange until such time that they have successfully completed the probation period.

#### **Planning Agreements**

- 4.5 Social housing properties which are subject to S106 planning agreements have restrictions on how they are let based on factors such as local connection. However, SCDC will not withhold consent for mutual exchange if an incoming tenant lacks a local connection. This is because the Housing Act 1985 does not specify this as a reason to refuse an exchange. The Housing Act is a primary legislation and therefore overrides restrictions set out in a planning agreement.





## 5. Types of Exchange

- 5.1 Tenants can only exchange properties with written consents from their landlords. The exchange can be carried out by transferring tenancies using either of the 2 methods described below. Please refer to [Appendix 01: Methods of Exchange](#) for the type of tenancy applicants can expect to receive due to Mutual Exchange.

### Assignment

- 5.2 This applies when exchange partners hold tenancies with similar security of tenure. They will be asked to sign a 'Deed of Assignment' which will allow the incoming tenant to take on the rights and responsibilities of the outgoing tenant, with whom they have exchanged their property. In effect, exchange partners step into each other's tenancies.

### Surrender & Re-grant

- 5.3 Surrender and re-grant is where tenants surrender their current tenancy and are issued a new tenancy with similar level of security of tenure as their current tenancy. This is applicable when tenants on lifetime/secure tenancies that predate 1 April 2012, who have their security of tenure protected by law, seek to exchange with tenants on flexible or fixed-term tenancies.
- 5.4 For the protection to apply, the following criteria must be met:
- I. One must be a lifetime/secure tenancy that predates 1 April 2012 and the other must be a flexible or assured shorthold tenancy with a fixed term of at least two years;
  - II. Rent payable under the fixed term tenancy must be at social rent; and



- III. The exchange does not fall within the list of grounds in Schedule 14 of the Localism Act 2011 based on which, a landlord may refuse an application for Mutual Exchange.

### **Flexible Tenancies**

- 5.5 SCDC no longer issues Flexible Fixed Term Tenancies for Council housing tenants.
- 5.6 For the purpose of Mutual Exchange, the transfer of tenancies will be carried out as described in **paragraphs 5.2 and 5.3**. However, SCDC tenants who are currently on a flexible fixed term tenancy will be offered a secure tenancy prior to exchange being completed provided that, there are no tenancy breaches by the tenant. The incoming tenant will then be assigned to the secure tenancy.

Please refer to [Appendix 01: Methods of Exchange](#) for guidance.

## **6. Information, Guidance and Support**

### **Information, Advice and Guidance**

- 6.1 This policy provides detailed information about the procedures and processes for assessing applications for Mutual Exchange.
- 6.2 Information about the scheme will also be made available via appropriate SCDC communication channels including SCDC website [here](#).
- 6.3 Tenants may also contact their Housing Service Officers for more information and guidance.



### **Support for most vulnerable tenants**

- 6.4 Mutual Exchange schemes are tenant-led. Those seeking to exchange are responsible for finding their potential exchange partners, carry out checks to the property they would like to move to and make the arrangements for the actual move.
- 6.5 SCDC will provide reasonable support to tenants who do not have access to the internet.
- 6.6 SCDC will also provide additional and reasonable support to tenants who are unable to manage independently with using any Mutual Exchange service the Council provides. Support will be based on individual need and on a case-by-case basis. This may include:
- ▶ Access to a computer
  - ▶ Explaining how the mutual exchange service works
  - ▶ Assistance to navigate the online mutual exchange service
  - ▶ Registering and searching for matches on behalf of a tenant

### **Support with downsizing**

- 6.7 To incentivise tenants to downsize through Mutual Exchange, SCDC will provide financial incentives based on the number of bedrooms released. For every bedroom released, £1,000 will be payable upon successful exchange. Where those in receipt of the financial incentive to downsize, then go on to move again within a year, the financial incentive will be repayable.



- 6.8 The incentive is aimed to help with any removal costs and any associated costs for moving.

### **Financial Assessments**

- 6.9 Tenants who are seeking to exchange into properties that will lead to under-occupation will be offered a financial assessment. This is to help them establish if the potential move is affordable and if there are any financial implications such as reductions in their housing benefit entitlement or the housing element of their Universal Credit and/or access to Discretionary Hardship Payment (DHP). Tenants will also be informed regarding the implications of not keeping a clear rent account.
- 6.10 Mutual Exchange Applicants will also be required to sign a disclaimer stating that they fully understand any financial implications of exchanging into a property that will result in under-occupation.

## **7. How to find a Mutual Exchange Partner**

- 7.1 SCDC subscribes to a nationwide mutual exchange service which Council tenants may use free of charge. Tenants will be required to register on the website to advertise their property and to find potential mutual exchange partners, both locally and nationally.
- 7.2 Tenants may also use other avenues to find Mutual Exchange partners, such as advertise in local shops, newspapers and on social media. They may also use other Mutual Exchange websites which may require a fee.



## 8. Before applying

8.1 Before applying for a Mutual Exchange, tenants must ensure that they are satisfied with the property they wish to move into. Applicants are encouraged to read - [Appendix 02: List of items tenants should consider before deciding to move](#), including:

- ▶ Potential changes in tenancy terms;
- ▶ Costs and affordability; and
- ▶ Repairs, property condition and the living environment

8.2 Please refer to [Appendix 03: Mutual Exchange Process and Timeframe](#) which briefly outlines the process for Mutual Exchange.

## 9. How to Apply

9.1 Although Mutual Exchanges usually involve 2-way swaps, SCDC will accept applications for multiple swaps involving 3 or more parties.

9.2 All mutual exchange partners **must** complete and submit SCDC Mutual Exchange Application forms separately. To apply online, applicants must register with the SCDC website. They will be able to follow the progress of their applications and provide additional information required.

9.3 Tenants who are unable to access application forms online can request one from the Housing Service or download the form from the SCDC website.

9.4 Tenants must provide all the necessary information and documents requested on the form and by the Housing Services Officer to help assess their application.



- 9.5 All named tenants on a joint tenancy must sign the Mutual Exchange application form. If for any reason, this is not possible, tenants must contact their Housing Services Officer for advice.

## **10. Assessment**

- 10.1 Applications for Mutual Exchange will not be assessed unless all parties involved have submitted fully completed application forms separately.
- 10.2 The date for receipt of application will be counted from the day the latest fully completed application for Mutual Exchange has been received.
- 10.3 The assessment process will be based on the following:
- ▶ Property inspections;
  - ▶ Breaches of tenancy, if any;
  - ▶ Landlord references if an external tenant is involved; and
  - ▶ Rent arrears; if any.

### **Property Inspections**

- 10.4 All mutual exchanges will be subject to property inspections by a Housing Services Officer (HSO) and Property Surveyor to ensure that the property is in a good condition for exchange.
- 10.5 During the visit officers will:
- ▶ notify the tenant of any items including repairs that need to be addressed before the exchange can take place,
  - ▶ make a note of the decorative state of the property,



- ▶ make a list of items being gifted by the outgoing tenant to the incoming tenant,
  - ▶ take photographs of any (outstanding) repairs, damage and unauthorised improvements, and
  - ▶ Note any other breaches of tenancy present at the time of the inspection.
- 10.6 Both exchange partners will be provided with copies of the property inspection report including any lists of gifted items and works (including photos) that are of the tenants' responsibility.
- 10.7 Repairs that are the responsibility of SCDC must be reported in the usual way. Repairs will be carried out within the SCDC contractor standard timescales.
- 10.8 Repairs that are the responsibility of the tenant, will need to be carried out prior to the date of exchange, or the incoming tenant will need to agree to take the property 'as seen'.
- 10.9 Depending on the circumstances the HSO may invite the incoming tenant to attend a property inspection at the new property with them. However, the date for inspections will be agreed between the HSO and the outgoing tenants as the Council has a statutory duty to provide a written decision within 42-days of receiving applications for mutual exchange.
- 10.10 In the following circumstances applications will not be considered and tenants may re-apply once essential and/or remedial work have been completed:
- i. Items have been identified and deemed as 'major repairs' and/or as health and safety hazards caused by tenant's misuse or neglect,
  - ii. Unauthorised improvements made to the property by the tenant which is unsafe and/or the improvements would not have been permitted by SCDC.



Subject to the nature of unauthorised improvements and/or any health and safety risks, SCDC may:

- ▶ require tenant(s) to make safe and/or reinstate the property to its original form; and/or
- ▶ undertake the work and recharge the tenant; and/or
- ▶ consider serving a Notice of Seeking Possession (NoSP) for a breach of tenancy for unauthorised alterations.

10.11 If a tenant has carried out improvements with permission from SCDC, they may qualify for compensation. For further details, please see *Compensation for improvements* [here](#).

### **Tenancy breaches**

10.12 As part of the assessment process, the HSO will also check to see if there have been any other breaches of tenancy conditions including any notices that have been served on the tenant or any court order pending.

### **References**

10.13 Where the exchange is between an SCDC tenant and a non-SCDC tenant, all landlords involved will provide and request references on outgoing and incoming tenants respectively. In providing the reference, SCDC will share any breaches in tenancy by the outgoing tenant including:

- ▶ any tenancy management issues;
- ▶ all complaints of ASB and tenancy breaches;
- ▶ all known criminal activity related to the property or neighbourhood;
- ▶ any known child protection issues; and





- ▶ If any succession has already taken place.

## 11. Decision

- 11.1 SCDC is required by law to provide a written decision within 42-days of receiving completed applications for Mutual Exchange.
- 11.2 Tenants have the right to enforce a decision by applying for an injunction in the County Court, should SCDC fail to provide a decision within the statutory 42-days. In this situation, the Council will no longer be able to refuse an application based on the grounds for refusals set out in law. However, any failure to meet the statutory target by SCDC must not be treated as consent to exchange.
- 11.3 SCDC will not unreasonably withhold consent for a Mutual Exchange and will rely on grounds for refusals set out in **Schedule 3 of the Housing Act 1985**.
- 11.4 Where Section 158 applies (please see paragraphs 3.3, 5.3 and 5.4), SCDC will rely on grounds set out in **Schedule 14 of Localism Act 2011**, which is closely based on those set out in the Housing Act 1985, in addition to the following:
- ▶ the tenant is in rent arrears, and
  - ▶ the tenant is otherwise in breach of a term of the tenancy agreement.
- 11.5 SCDC will also refuse applications if any grounds in the **Housing Act 2004 (chapter 6, part 1)** apply. List of grounds for refusal can be found in [Appendix 04: Grounds for refusal](#).
- 11.6 Written decisions from SCDC will state any of the following outcomes based on the HSO's assessment:



- ▶ Approval;
- ▶ Approval with condition(s); or
- ▶ Refusal.

## **Approval**

11.7 An application for Mutual Exchange will be approved where, the applicants are compliant of all grounds for refusal and/or there are no conditions to be met.

## **Approval with conditions**

11.8 Approval is subject to condition(s) that tenants must meet prior to the exchange taking place. This is applied when the tenant is in rent arrears and/or in breach of tenancy. Examples of conditions include -

- ▶ Clearing any rent arrears;
- ▶ Completing repairs that are tenants' responsibility;
- ▶ Remedying any unauthorised home improvements;
- ▶ Reinstating the property back to a reasonable standard;
- ▶ Performing an obligation of the tenancy agreement e.g. removal and disposal of rubbish from the garden; and
- ▶ Making payments for any rechargeable repairs.

## **Refusal**

11.9 SCDC may refuse applications for Mutual Exchange on grounds set out in Schedule 3 of Housing Act 1985, Schedule 14 of Localism Act 2011 and Housing Act 2004 (chapter 6, part 1). Please refer to [Appendix 04: Grounds for refusal](#) for a list of grounds based on which applications for mutual exchange may be refused. The grounds focus on court proceedings, the accommodation, landlord, rent arrears and breach of tenancy agreement.



## Grounds for Refusals – Considerations

11.10 SCDC will establish bedroom entitlement in accordance with its Lettings Policy.

A property will be considered to be *substantially more extensive than is reasonably required* if under-occupation occurs in an SCDC property by more than 1-bedroom.

11.11 Where under-occupation is likely to occur, applicants will be offered financial assessment to help make an informed decision. Applicants will be required to sign declaration(s) that they fully understand any financial implications of under-occupying the new home.

11.12 Overcrowding will only be permitted in very specific cases linked to the lack of larger accommodation. This is where a tenant has been assessed as having a 4 bedroom requirement and wishes to swap to a 3 bedroom property where that property has an additional room that can be used as a bedroom.

11.13 SCDC will consider *the property has been substantially adapted* as major adaptations, in line with its Aids and Adaptations Policy.

## Discretions

11.14 There may be reasonable grounds for SCDC to refuse a Mutual Exchange application however, the Council may choose to exercise discretion in certain circumstances. SCDC cannot legally refuse a Mutual Exchange for rent arrears unless Schedule 14 grounds apply. Rent arrears will usually be made a condition for approval.



- 11.15 This may apply, if a tenant is in rent arrears and/or are affected by changes to housing benefit/universal credit and the Mutual Exchange may help the tenant to reduce rental outgoings (e.g. if they are downsizing). This will help prevent further debt and enable the tenant to begin reducing their rent arrears. HSOs should always discuss with their line manager for advice and approval to grant discretion (where applicable).
- 11.16 The Services Manager – Tenancy & Estates may approve a Mutual Exchange where the household does not meet the criteria set out in the mutual exchange policy. This will only be considered where there are extenuating circumstances and it is considered that the exchange would benefit the health and wellbeing of the tenant or a member of their household. To consider such requests, the HSO must provide a written report covering the reasons for referral to the Service Manager. Any request must include supporting evidence: this evidence can be provided by the applicant, by the HSO or sourced from a third party. A record will be kept on the number of referrals and decisions taken for audit purposes. There is no further right to appeal. However, if the applicant remain unsatisfied with the decision, they will need to follow the Council's complaints process. Please refer to [Section 23](#).

## 12. Right to review and the appeals procedures

- 12.1 If a Mutual Exchange application is not approved, the tenant(s) will be advised of the decision and the grounds for refusal in writing.
- 12.2 Tenants can request a review of a decision if they find the reasons for refusal unsatisfactory. To request a review, they must write to the Service Manager - Tenancy and Estates **at [duty.housing@scambs.gov.uk](mailto:duty.housing@scambs.gov.uk) within 14 days** of receiving their decision letter. Tenants will be advised of the outcome of the review in writing **within 28 days**.



- 12.3 If the refusal is upheld following the review and the tenant remains dissatisfied with the decision and its reasoning, they can write to the Head of Housing Services for an appeal **within 14 days** of receiving their decision letter. Tenants will be advised of the outcome of the appeal in writing **within 28 days**. The outcome of the appeal will be the final decision on the application. If the tenant still feels that their application has not followed due process, they will need to follow the Council's complaints process. Please refer to [Section 23](#).
- 12.4 Where an external landlord is involved and rejects the application for an exchange, it is the responsibility of their tenant to appeal the decision.

### 13. Gas and Electrical Safety Checks

#### Gas Safety

- 13.1 Under the Gas Safety (Installation and Use) Regulations 1998 (GSR), SCDC has a statutory duty to ensure that any SCDC owned gas appliances are safe to use before the incoming tenant moves in and that, the removal of any tenant owned appliances do not create unsafe conditions. SCDC will therefore undertake the following actions which primarily deals with the visual aspects of gas safety to minimise and manage potential risks:
- 13.2 SCDC will ensure that all Council properties involved in an exchange have valid gas certificates, known as Landlord Gas Safety Record (LGSR).
- 13.3 On the day of the exchange the contractor will visit the relevant properties twice to **Cap & Reinstall** any gas supply. Any tenant's own gas fire or cooking appliance present at the time of contractor cap off visit, will be disconnected from the supply bayonet removed and capped for safety. **Exceptions will be made if both exchanging tenants have gas cookers compliant with current standards and have mutually agreed to leave these in the properties.**



- 13.4 During the first visit in the morning the contractor will:
- ▶ Disc off the meter inlet,
  - ▶ Disconnect any gas appliances that do not belong to SCDC,
  - ▶ Seal any disconnection points with an appropriate fitting,
  - ▶ Remove bayonet and cap off if there is a gas cooker
  - ▶ Cut back pipework to prevent fire being connected if tenant has own gas fire
- 13.5 The contractor will agree a time slot with both tenants for a second visit later on the same day to commission the gas installations at their new property. Upon the re-visit later in the day the contractor will:
- ▶ Remove the disc from meter inlet; and
  - ▶ Carry out a tightness test of the installation.
- 13.6 Where tenants agree to exchange over a weekend in winter months, gas will be capped on a Friday and reinstated on a Monday as usual. Temporary electric heater(s) will be provided at the time of the cap off and will be collected upon reinstate of gas supply.
- 13.7 It is the responsibility of the incoming tenant to instruct and pay for a Gas Safe Registered engineer to connect, test and certify any gas for both new or used cooker installation (including any necessary pipework alterations). Or make arrangements to have a qualified electrician to connect an electric cooking appliance.
- 13.8 If there is no live gas cooker point or connection present, it is the responsibility of the incoming tenant to appoint a Gas Safe Registered engineer to supply and fit any necessary pipework and appropriate fittings to facilitate the safe



cooker installation and provide certificate upon completion. The tenant will be responsible for paying the costs.

13.9 Where tenant has a gas appliance connected they must provide the Council with a copy of an Installation certificate generated by a Gas Safe Registered engineer.

13.10 Please refer to [Appendix 05: Gas Safety Check Process](#) which briefly outlines the process for gas safety.

### **Electrical Testing**

13.11 The property must have a full electrical safety inspection carried out by SCDC's repairs contractor before the exchange takes place. Any Category 1 or Category 2 defects found during the inspection must also be corrected prior to the exchange.

13.12 Any items that are the responsibility of the council and require attention must be attended to by the repairs contractor prior to the exchange taking place and should be completed as soon as practically possible.



## 14. Responsibilities of SCDC

- 14.1 SCDC will subscribe to an internet based Mutual Exchange service to help tenants find suitable properties for exchange.
- 14.2 SCDC will provide written decisions within 42-days of receiving completed applications from all exchange partners.
- 14.3 SCDC will ensure that the Council properties have valid gas safety certificates and for safety purposes will cap and re-instate any gas supply to a property during the exchange.
- 14.4 SCDC will carry out full electrical safety inspection of Council properties.
- 14.5 SCDC will carry out inspections of Council properties and list any repairs, damage and/or alterations that are the responsibility of the tenant to make good.
- 14.6 SCDC will carry out repairs that are of the Council's responsibility within the standard repair timescales, when reported by tenants.
- 14.7 SCDC may recharge the outgoing tenant for undertaking works that are of the tenant's responsibility. This may include works due to damage, neglect, unauthorised alterations and health and safety hazards.





## 15. Responsibilities of Mutual Exchange Applicants

### Application process

- 15.1 Applicants should read the Mutual Exchange Policies and processes published by all landlords involved.
- 15.2 Ensure all exchange partners have submitted completed application forms and have signed relevant declarations.
- 15.3 Provide any additional information and clarifications requested by HSOs.
- 15.4 Allow access to SCDC officers and contractors to undertake necessary property inspections and safety checks.
- 15.5 Undertake financial assessment to ensure the exchange is financially sustainable and consider any potential implications of exchange in terms of changes in tenancy, cost and living conditions. Please refer to [Appendix 02: List of items tenants should consider before deciding to move.](#)

### Property Condition and Repairs

- 15.6 Tenants will be agreeing to move into properties 'as seen'. It is important that all exchange partners do the necessary inspections and checks. It is recommended that exchange partners visit each other's' properties at least twice.
- 15.7 It is up to the incoming tenant to respond to any invitation from the HSO to attend property inspection(s) at the new property with them. The date for inspection(s) will be agreed between the HSO and the outgoing tenant.



- 15.8 Agree with their exchange partner regarding the condition they will be leaving the property in and who will be responsible for any outstanding repairs or rubbish removal.
- 15.9 Any repairs identified as the Council's responsibility should be reported in the usual way before the move. The contractor will carry out the repairs in line with standard timescales for completing repairs.
- 15.10 If the current tenant has installed their own bathroom, kitchen, conservatory or other fixture or fitting, this must be discussed with the incoming tenant to ensure they are happy to take over responsibility for the maintenance of the item(s). If any guarantees exist for new installations, these will need to be assigned to the incoming tenant.
- 15.11 It is the responsibility of the outgoing tenant to ensure that the property has basic electrical fittings as was provided when the property was let to them, should they wish to remove any electrical items installed by them such as decorative light fittings, Chrome or otherwise switches and sockets and outside lights. Replacement of any electrical fittings must meet SCDC approved specifications for electrical work. Tenants should contact their HSOs for information.
- 15.12 It is the responsibility of the outgoing tenant to reinstate property into its former state if the tenant has made unauthorised alterations. **Please see paragraph 10.10 for more details.**

### **Gas and Electrical Safety**

- 15.13 Tenants must privately commission a Gas Safe engineer (can be found [here](#)) and/or a qualified electrician registered under the [Competent Person Scheme](#)



for (dis)connections and reconnections of gas and electrical appliances, and provide HSOs with copies of certificates upon completion.

## **Moving Home**

- 15.14 Agree and inform the HSO of the dates for Sign-up and move-in giving them at least 7 working day notice to make necessary arrangements for Sign-up.
- 15.15 Agree a list of items that will be gifted and/or removed from the property.
- 15.16 Tenants must leave their property in good condition. All rubbish and belongings from the property, garden and outbuildings must be removed prior to the exchange.
- 15.17 Tenants to handover the keys to incoming tenants. SCDC will not provide any spare keys for the property.
- 15.18 Tenants to take pictures of meter readings on leaving and arriving at exchanged properties and contact the utility suppliers with current meter readings as soon as possible after moving.
- 15.19 Incoming tenants needing adaptations, must not set a date for exchange until the required assessment, approval and funding has been obtained first.

## **16. After the move**

- 16.1 HSO will visit tenants at their new SCDC properties 6-weeks after the move:
- ▶ to find out how tenants are settling into their new property;
  - ▶ to discuss and answer any questions re their tenancy;



- ▶ to discuss any problems experienced by tenants such as debt, anti-social behaviour or other housing management issues;
- ▶ to check if the property is being kept in good condition; and
- ▶ to check if they have set up accounts with gas and electricity supplier.

- 16.2 SCDC will not adjudicate on any dispute between exchange partners. The Council will expect tenants to resolve any disputes amongst themselves.
- 16.3 The incoming tenant will maintain any improvements/alterations made by the outgoing tenant.
- 16.4 The incoming tenant will be responsible for any outstanding repairs including clearing the garden and any rubbish removal.
- 16.5 The incoming tenant will carry out any internal decorating and re-connection of appliances at their own expense.
- 16.6 Request for any fixtures or fittings that are the responsibility of the Council, will be replaced with standard items SCDC uses for its housing stock.
- 16.7 There are no restrictions on the number of times tenants can apply for Mutual Exchange. New tenants can also apply to be on the SCDC Housing Register and their application will be assessed in accordance with the Council's Lettings Policy. The Council's website contains information on various housing options available to residents.

## **17. Recharge**

- 17.1 SCDC may recharge outgoing tenant(s), if the Council inevitably undertakes any outstanding repairs, rectifies damages and removes rubbish that would have been the responsibility of the outgoing tenant.



## 18. Succession

- 18.1 SCDC tenancies granted after 1st April 2012 will only grant succession rights to spouses or civil partners therefore allowing only one succession. Succession rights stay with the person and not with the tenancy. Therefore, a Mutual Exchange applicant who is currently a successor, will remain a successor in their new property. No new succession rights are created through mutual exchange.
- 18.2 If an external tenant has not succeeded to their tenancy, they will retain their succession rights when they move into an SCDC property through mutual exchange. Where an external landlord is involved, SCDC will request and share information on whether successions have taken place.

## 19. Pets

- 19.1 SCDC allows one domestic pet in Council properties and requires tenants to seek permission if they wish to have additional pets. Permission to keep pets may be restricted to property type. Details on conditions for keeping pets can be found [here](#).

## 20. Safeguarding

- 20.1 SCDC is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults. Child protection involves taking steps to safeguard children and young people at risk or suffering from physical, emotional or sexual abuse. Safeguarding adults involve, as explained by the Care Act 2014 as "protecting an adult's right to live in safety, free from abuse and neglect."



- 20.2 Where applicable, SCDC will use relevant grounds to refuse applications for Mutual Exchange if there are any safeguarding concerns including any risks to residents in the area and SCDC staff.

## **21. Unauthorised Mutual Exchanges and Unlawful Inducements**

- 21.1 Both, mutual exchanges without written permission from landlords and receiving or offering any payment or other premium as an inducement to carry out an exchange are against the law. In such circumstances SCDC will take necessary actions such as requiring tenants to return to their properties and serve notice to seek possession.

## **22. Monitoring and Review**

- 22.1 Regular monitoring of the Mutual Exchange scheme will be undertaken to ensure the policy and its processes are effectively delivering the policy aim and objectives.
- 22.2 This policy and its procedures will be reviewed 2 years after the effective date, and thereafter once every five years. However, any changes in operations, legislation, regulations and guidelines may require reviews ahead of schedule.

## **23. Complaints**

- 23.1 SCDC Complaints Policy can be found [here](#). Any complaints can be reported via My South Cambs [online](#), or by using any of the following methods:

- ▶ Email at [feedback@scambs.gov.uk](mailto:feedback@scambs.gov.uk);



- ▶ Letter to South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA; and
- ▶ Over the telephone - Contact Centre on 01954 713 000

## 24. Data Protection

- 24.1 Personal information collected as part of Mutual Exchange application will be used and stored in line with SCDC Customer Privacy Notice, which can be found [here](#).



## Appendix 01: Methods of Exchange

Scenario	Tenancy before Mutual Exchange		Mutual Exchange by	Tenancy after Mutual Exchange	
	Tenant 1 (outgoing tenant)	Tenant 2 (incoming tenant)		Tenant 1 (outgoing tenant)	Tenant 2 (incoming tenant)
1	Secure	Secure	Assignment	Secure	Secure
2	Secure	Assured	Assignment	Assured	Secure
3	Secure Tenancy <b>predates</b> 1 April 2012  <b>S.158 applies</b>	Flexible/Fixed on <b>Social Rent</b>	Surrender & Re-grant  <b>By Assignment, if Tenant 2 is an SCDC tenant and changes to Secure Tenancy prior exchange</b>	Secure/Assured  Loses s158 protection if seeks mutual exchange in the future with tenants on flexible tenancies.	Flexible/Fixed as per Localism Act 2011  <b>However, the Tenant will be granted Secure Tenancy as soon as practicable. This is subject to no breaches of tenancy.</b>
4	Secure Tenancy <b>predates</b> 1 April 2012  <b>S.158 does not apply</b>	Flexible/Fixed on <b>Affordable Rent</b>	Assignment	Flexible/Fixed as per Localism Act 2011	
5	Secure Tenancy <b>started after</b> 1 April 2012  <b>S.158 does not apply</b>	Flexible/Fixed	Assignment	<b>However, the Tenant will be offered Secure Tenancy as soon as practicable if seeking an exchange with an SCDC tenant. This is subject to no breaches of tenancy.</b>	
6	Flexible <b>Will be offered Secure tenancy prior exchange</b>	Flexible/Fixed	Assignment		





## Appendix 02: List of items tenants should consider before deciding to move

**The list below is not exhaustive. It should be used as a guide by tenants wishing to exchange their homes to ensure that they have considered and are satisfied with various aspects associated with the move.**

### 1. Changes in Tenancy Agreement

Tenants should check if the exchange will lead to any changes in terms and conditions of their existing tenancy agreement. Such as –

- ▶ Tenants with secure tenancy that started on or after 1 April 2012 who want to exchange with a tenant with flexible tenancy could lose their lifetime tenancy.
- ▶ Tenants who had their security of tenure protected by S158 Localism Act will be issued with a new tenancy and date after 1 April 2012. If they wish to exchange again in the future, they could lose their secure tenancy.
- ▶ If secure tenant, check whether will be able to retain the right to buy or gain right to acquire if moving to a Housing Association property.
- ▶ No of years left on tenancy agreement, if transferring to flexible or fixed term tenancy.
- ▶ If on flexible tenancy and under-occupying new home, may be required to downsize by landlord during tenancy review.
- ▶ Succession rights for family members except spouse or partner.
- ▶ Tenancies in new developments may not allow applications for residents parking permits.
- ▶ Terms regarding keeping pets may vary.



## 2. Potential financial implications associated with the move

### *One-off costs*

- ▶ Certificates to prove any gas and electric appliances have been dis/connected by Registered Gas Safe Engineer (can be found [here](#)) and/or an electrician registered under the [Competent Person Scheme](#).
- ▶ Removal
- ▶ Mail redirection
- ▶ New school uniform, if have children
- ▶ Outstanding repairs that are of tenants' responsibility
- ▶ Decorations
- ▶ Replacement of fittings and fixtures installed by outgoing tenant should they wish to remove them
- ▶ Copy of / replacement keys
- ▶ Garden clearance
- ▶ Recharge by SCDC for undertaking any works that are the responsibility of outgoing tenants
- ▶ Cost to outgoing tenant to bring any unauthorised alterations to lettable standard

### *On-going Costs*

#### Potential increase in:

- ▶ Rent and/or service charge including any financial implication of the spare room subsidy. Tenants under-occupying new property will not be eligible for SCDC Housing Discretionary Payments
- ▶ Utilities and Council Tax
- ▶ Travel



### 3. Property Condition, maintenance, and local services

- ▶ Condition of fittings and fixtures
- ▶ Decorative state of the property
- ▶ Any outstanding repairs or damage that will become responsibility of the incoming tenant
- ▶ Responsibility for the maintenance of any improvements/alterations made by outgoing tenant
- ▶ Immediate environment, neighbourhood, schools and services in the area



### APPENDIX 03 – Mutual Exchange Process and Timeframe

Application Assessment Decision Appeal Move

	Applicants / SCDC / Contractor	Activity	Timeframe
1	All Mutual Exchange Partners (applicants)	Submit completed application forms separately	Not applicable
2	Housing Services Officer (HSO)	<ul style="list-style-type: none"><li>▶ Contact applicants and explain Mutual Exchange Process. Request/provide additional information</li><li>▶ Advise applicants of the implications and requirements if seeking to under-occupy new property. Send self-financial assessment form and declaration for applicant to complete, sign and return.</li></ul>	<b>42 Days</b>  Within 42 days of receiving completed applications from all parties involved.  42-days will start from the day the latest application received from exchange partners involved in a swap
3	Applicants	Provide any additional information requested by HSO	
4	HSO	Arrange appointments for Property Inspections and Electrical Safety Checks.  May invite incoming tenant to property inspections however, the dates will be agreed between HSO and outgoing tenant to ensure statutory target is met.	



Steps	Tenants/SCDC/Contractor	Activity	Timeframe
5	HSO and Property Surveyor	<p>Property Inspection</p> <p><b>Note:</b> Application for mutual exchange may be cancelled if major repairs and/or health and safety hazards identified in the property of outgoing tenant which, need to be completed prior to any exchange taking place.</p> <p>In such circumstances, tenants will be advised to re-apply once conditions are satisfactory</p>	<p><b>42 Days</b></p> <p>Within 42 days of receiving completed applications from all parties involved.</p> <p>42-days will start from the day the latest application received from exchange partners involved in a swap</p>
6	SCDC Contractor	Electrical Safety Check	
7	HSO	Request/provide landlord reference if applicable	
8	HSO	Written decision to all parties involved	
9	SCDC Applicant	If find HSO's decision unsatisfactory, request Neighbourhood Services Manager for a review of the decision.	Within 14 days of written decision received
10	Neighbourhood Services Manager	Review decision and conclusion	Within 28 days of receiving a request for review
11	SCDC Applicant	Appeal to Head of Housing if decision remains unsatisfactory	Within 14 days of receiving a request for an Appeal
12	Head of Housing Services	Review and make a final decision on the application.	Within 28 days of receiving a request for an Appeal



Steps	Tenants/SCDC/Contractor	Activity	Timeframe
13	SCDC Applicants	<ul style="list-style-type: none"><li>▶ Agree dates for move in and sign-up and inform HSO</li><li>▶ Give HSO minimum 7 working day notice for Sign-up</li></ul>	
15	HSO	Prepare legal documents for Sign-up	
16		Arrange Gas Safety Check appointment. Give at least 5-day notice to Gas Safety Check team	Minimum 5-days' notice
	Applicants/HSO	Attend Sign-up meeting to legally transfer tenancies	
17	Gas Engineer	Cap and reinstate gas supply	On the day of the move. If exchange takes place during the weekend, cap gas supply on Friday & re-instate on Monday.
18	Applicants move into SCDC property	<ul style="list-style-type: none"><li>▶ Privately commission Gas Safe Registered Engineer to gas dis/(re)connect any personally owned gas fire or cooking appliances and provide HSO with a copy of certificate.</li><li>▶ Privately commission registered electricians to dis/(re)connect electrical appliances and provide HSO with a copy of certificate.</li><li>▶ Links to help find traders:<ul style="list-style-type: none"><li>- <a href="#">Gas Safe Registered Engineers</a></li><li>- <a href="#">Registered Electricians</a></li></ul></li></ul>	
19	HSO	6-week visit	6-week after move-in date



## APPENDIX 04: Grounds for Refusals

Schedule 3 of the Housing Act 1985	Schedule 14 of the Localism Act 2011	Grounds for refusing consent to the exchange
-	Ground 1	When any rent lawfully due from a tenant under one of the existing tenancies has not been paid
-	Ground 2	When an obligation under one of the existing tenancies has been broken or not performed.
Ground 1	Ground 3	A court order for possession or a suspended possession order has been made for either property.
Ground 2	Grounds 4 & 5	The landlord has served a notice of seeking possession and the notice is still in force, or possession proceedings have commenced.
Ground 3	Ground 7	The property is substantially more extensive than is reasonably required by the proposed assignee.
Ground 4	Ground 8	The property is not reasonably suitable to the needs of the proposed assignee and their household.
Ground 5	Ground 9	The property is part of or close to a building that is held for non-housing purposes, or it is situated in a cemetery and was let in connection with employment with the landlord or with a local authority, a new town corporation, housing action trust, an urban development corporation, or the governors of a grant-aided school.
Ground 6	Ground 10	The landlord is a charity and the proposed assignee's occupation of the property would conflict with the objects of the charity.
Ground 7	Ground 11	The property has been substantially adapted for occupation by a physically disabled person, and if the assignment went ahead a physically disabled person would not be living there.



Schedule 3 of the Housing Act 1985	Schedule 14 of the Localism Act 2011	Grounds for refusing consent to the exchange
Ground 8	Ground 12	The landlord lets properties to people in difficult circumstances (other than merely financial circumstances) and the proposed assignee would not fulfil these criteria.
Ground 9	Ground 13	The property is let to people with special needs and there is a social service or special facility nearby to the properties to assist people with those special needs, and if the assignment was to go ahead no person with those special needs would be living there.
Ground 10	Ground 14	The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement and at least half of the tenants of the dwellings are members of the association, and also that the proposed assignee is not such a member nor is willing to become one
Additional Ground (Housing Act 2004)	Ground 6	<p>Any of the following are in force, or an application is pending either against the tenant, the proposed assignee or a person who resides with either of them:</p> <ul style="list-style-type: none"><li>▶ an injunction order under section 153 of the Housing Act 1996</li><li>▶ an anti-social behaviour order</li><li>▶ a Demotion Order or</li><li>▶ a possession order under Ground 2 for secure tenancies or Ground 14 for assured tenancies</li></ul>





## APPENDIX 05: Gas Safety Check Process

Ref	Item	Responsibility of	Action Detail
1	LGSR	HSO	Request contractor for certificates to include in tenant sign-up packs
2		Contractor Admin	Check to ascertain if properties have a valid LGSR and e-mail current copy to the HSO  If no current landlord gas safety record form is available, generate a manual LGSR to leave with the tenant at recommission. Send an electronic version to SCDC Contracts Administrator once safety check is completed.
3	a. Gas Safety Check Appointment	HSO	Request the contractor to undertake a mutual exchange cap off and reinstate visit by giving <b>5 days-notice</b> .  Request to be made via email at: <a href="mailto:HeatingServices.Contract@mearsgroup.co.uk">HeatingServices.Contract@mearsgroup.co.uk</a> with copy to <a href="mailto:Asset&amp;Compliance@scams.gov.uk">Asset&amp;Compliance@scams.gov.uk</a>  The email must state the date of the exchange and the properties involved.
	b. Request Electric Heater		If an exchange taking place over a weekend during winter months, advise contractor to provide tenants with electric heaters during the 1st call on the day of move.



Ref	Item	Responsibility of	Action Detail
4	Cap & Reinstate Visit	Contractor	<ul style="list-style-type: none"><li>▶ If a request has been made to raise a manual LGSR, a full service and safety check of SCDC appliances must be undertaken, including a visual check of any tenant owned appliances, and a hard copy landlord gas safety record form must be completed and left with the tenant</li><li>▶ If there is no request to raise a manual LGSR, a safety check of SCDC appliances must be undertaken, including a visual check of tenant owned appliances.</li><li>▶ Instruct the tenant on the correct use of the appliances and give advice on efficient energy use in the property.</li><li>▶ Post electronic copy of the landlord gas safety record form to the tenant within 10 working days of completing Gas Safety checks</li></ul>
5	Record Keeping	Contractor Admin	Scan hard copies of manually raised LGSR's and send to SCDC Contracts Administrator within 5 working days of completed Gas Safety Check.
6		SCDC Contracts Administrator	Electronically file up to date/new LGSR against the property on Orchard Asset data base.