

Mutual Exchange Policy

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Author: Head of Neighbourhoods

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Document Owner:	Assistant Director of Neighbourhoods		
Reviewed by:	Sally Howell		
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TWO RIVERS HOUSING

Mutual Exchange Policy

1. Statement of Intent

- 1.1. The purpose of this policy is to clarify how tenants can move via the Mutual Exchange route.
- 1.2. This policy does not cover when a tenant chooses to move through transfer, choice-based lettings, or if moving by way of a Management Move. This policy does not apply to Leaseholders or Shared Owners.
- 1.3. We know that there are many reasons for wanting or needing to move homes and these cannot always be met by the Local Authorities choice-based lettings scheme. Legislation allows social housing tenants to swap homes with each other. Care should be taken when moving this way as the other tenant's agreement may be different, and the conditions of the tenancies may vary.
- 1.4. We aim to maintain a positive relationship with our tenants. To help achieve this we will ensure accurate information, good communication and dedicated support is provided in order to make the move process go as smoothly as possible.
- 1.5. Two Rivers Housing (TRH) intend to continue to be a member of Homeswapper which allows our tenants to advertise their home and search for a more suitable property. We do not charge tenants for this service.
- 1.6. This policy should be applied in conjunction with all TRH policies in existence at the time of using it. Most specifically:
 - Tenancy policy
 - Tenancy Management policy
 - Safeguarding policy
 - Equality, Diversity and Inclusion policy

- Reasonable Adjustments policy.

1.7. This policy is legally compliant at the time of writing and will be reviewed on any change in law or best practice.

2. Definitions

2.1 A **mutual exchange** is where two or more eligible social housing tenants swap homes by exchanging tenancies with each other.

Tenants take on the full rights and obligations of their 'new' tenancy, including the rent. Mutual exchanges can take place between tenants of the same or different landlords but can only be carried out where both landlords give written consent to the exchange.

2.2 **Multi way exchanges** are exchanges that involve more than two parties and/or more than two landlords.

2.3 **Assignment** is the legal document that transfers a tenancy from one person to another. When a tenancy is assigned, the rights and responsibilities of the tenancy are transferred from the original tenant to the new tenant.

2.4 **Surrender and re-grant** is another method of exchanging tenancies, where both tenants surrender their current tenancies and are awarded new ones, they do not necessarily have the same conditions.

This is used in circumstances where a mutual exchange application involves one social housing tenant with a tenancy that was granted before 1st April 2012 and one whose tenancy was granted on or after 1st April 2012 and the security of tenure is different.

The tenancies are surrendered and re-granted to offer a similar security of tenure at the new home. For example, the incoming tenant has a secure tenancy which started before 1st April 2012 and the outgoing has a fixed term tenancy. The outgoing tenant would surrender their tenancy on leaving and the incoming would be issued a standard assured tenancy.

This keeps the same level of tenure for both parties and doesn't incentivise exchange as a way of achieving improved security of tenure or additional rights.

- 2.5 **Right to Buy (RTB)** is a government scheme in England that allows eligible council and housing association tenants to purchase their homes at a discounted price.
- 2.6 **Right to Acquire (RTA)** is a government scheme in England that allows eligible housing association tenants to buy their homes at a discounted price. It is similar to the Right to Buy (RTB) scheme but is specifically for tenants of housing associations rather than council tenants.
- 2.7 **Antisocial Behaviour (ASB)** - conduct that has caused, or is likely to cause harassment, alarm or distress to any person; or conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; or conduct capable of causing housing-related nuisance or annoyance to any person.

3.0 Eligibility – the right to exchange

- 3.1 A tenant's right to exchange varies depending on the type of tenancy agreement they have:
- **Secure tenancies:** the right to assign the tenancy by way of exchange under Section 92 of the Housing Act 1985.
 - **Assured (non-shorthold) tenancies:** There is no statutory right to exchange, however 2RH tenancy agreements have the right to assign by way of exchange as a contractual right set out in the tenancy agreement.
 - **Protected Assured tenancies** - the right to assign their tenancy by way of exchange as outlined in the tenancy agreement and the transfer agreement. These are for those who were tenants before the Council transferred ownership to us.
 - **Fixed term tenancies** - the right to exchange as long as any starter period has been successfully completed and there are 2 or more years remaining. This may be by assignment or by surrender and regrant depending on the type of tenancy. In some cases, we may renew a tenancy before its anniversary to allow this.
- 3.2 The following tenants do not have any right to exchange:
- Starter Tenants, including any extension period - an exchange can be applied for once this is complete.
 - Assured Shorthold Tenancies (periodic)
 - Non assured/contractual tenancies

- Temporary (decant) tenancies and anyone in temporary accommodation provided under the homelessness legislation

- Licensees

- Leaseholders

- Shared owners

3.3 In circumstances where a tenant has inherited their tenancy by succession or it has been legally transferred to them by way of assignment from a family member, the succession rights remain with the tenancy i.e. the new tenant will be classed as a successor in their 'new' tenancy following mutual exchange, whichever method of exchange is used.

3.4 Existing tenants who became tenants before 1/4/2012 will only be able to retain their current level of tenancy security once (not necessarily for subsequent exchanges) as any further tenancy would have commenced after 1/4/2012 and would not be bound by the same requirements under the Localism Act 2011.

4.0 The Exchange

4.1 TRH will accept and encourage applications for mutual exchange from tenants where their tenancy allows it. If tenants move without obtaining consent, we will take legal action to regain possession of home.

4.2 TRH will:

- Acknowledge the application within 5 working days of receiving all application forms.
- Advise the tenants of a date when they will receive a decision.
- Agree or refuse the exchange within 42 days of receiving all parties applications.
- Carry out a property inspection before agreeing to the exchange.
- Provide a tenancy reference to the other landlord and obtain references for the incoming tenant.

- Explain the risks of any exchange to incoming and existing tenants. Including changes in tenure, or rent type e.g. social to affordable and potential impact on benefit entitlement.
- Provide a copy of the existing tenant's tenancy agreement, or its conditions to the incoming tenant.
- Arrange gas, electricity and any other relevant safety inspections and provide certificates at time that the paperwork is signed, or within 10 working days afterwards.
- Provide each party to the assignment with a copy of the document.
- Provide details of why an exchange is refused.

4.3 TRH may:

- Request the incoming tenant to complete an affordability assessment.
- Request proof of eligibility, such as child benefit or information to show a requirement for a certain type of property, such as a level access bathroom.
- Attach conditions to agreeing the exchange, for example you may have to clear any debt owed to TRH, carry out repair works that are considered to be tenants responsibility, or clean and clear any rubbish from the property before a moving date can be arranged.
- Request that the incoming tenant sign an acceptable behaviour agreement if the landlord reference indicates that it may be required.
- Delay the actual moving date until all works are completed.
- Require parties to sign documents on a certain day, to ensure that we can meet our compliance requirements.
- Arrange for the locks to be changed, however this will be a re-chargeable service.

4.4 TRH will not:

- Allow you to exchange if the tenancy does not allow it, for example, you have a starter tenancy
- Allow you to exchange for any of the reasons set down in legislation, examples are:
 - The tenant or assignee are currently subject to a Possession Order for any tenancy breach
 - A Notice Seeking Possession has been served on the tenant/assignee or court proceedings are ongoing for possession.
 - An injunction or Criminal Behaviour Order has been made against the tenant/assignee
 - Either property is subject to a closure order (anti-social behaviour)
 - The property is bigger than the proposed tenant requires
 - The property is not big enough for the proposed tenant and their family
 - The property has features that is substantially different from those of ordinary dwelling houses, and which are designed to be occupied by a physically disabled person who requires such accommodation, and by completing the exchange, there would no longer be such a person in the household.
 - The property is let to a specific person or category of persons, and the proposed tenant would not fit that category/criteria.
 - Unreasonably withhold permission to exchange
 - Replace fixtures or fittings as a result of the exchange. The ingoing tenant will accept the property as seen; however, this does not affect their statutory rights or those given in the tenancy agreement.
 - Cover the removal or moving cost
 - Guarantee the cleanliness of the property, including infestations of pests such as fleas unless these were clearly identifiable at the time of

inspection, or were highlighted to the Neighbourhood Manager prior to moving.

4.5 Tenants must:

- Find their own exchange partner, we will provide guidance on how to do this if required.
- Understand that they are responsible for any alterations carried out by the existing tenant. They are responsible for making good any damage, cleaning or decorating required.
- Visit and inspect the new Property themselves or have a trusted person do it for them, taking care to note any existing tenant damage, including but not limited to backs of doors, door and window handles.
- Take care to inspect the garden and surrounding area to ensure that they are happy with its condition.
- Highlight any areas of concern to the Neighbourhood Manager before signing the assignment paperwork.
- Ensure that all keys, including those for windows and sheds, are given up and received from the other party.
- Seek independent legal advice before agreeing to the exchange if they are intending to buy a property at some point in the future. If a tenant with Preserved Right to Buy moves to a property without this right, they will lose it. Similarly, a tenant moving into a more secure tenancy may gain the Right to Buy, depending on their eligibility and if they already held that right.
- Tenants must **not** move before the assignment document is completed, and before the date agreed.
- Tenants must **not** exchange money or other incentive and must intend to live in the property they are exchanging to as their only and principal home.

5.0 References and information sharing

- 5.1 Where the exchange is with a tenant from another landlord, we will only give approval subject to a suitable reference being received from the other landlord.
- 5.2 In providing a reference to other landlords we have a duty to disclose information that we could reasonably and legally be expected to share, unless in doing so we

compromise the safety of a tenant or any injunction in place that supersedes us doing so.

We will disclose:

- All known criminal activity related to the home.
- Any known child protection issues or safeguarding concerns.
- If the existing tenant is listed as visit in pairs, and for what reason.
- All complaints of ASB and tenancy breaches that have occurred in the period that the other landlord requires, for tenants, household members and visitors.
- Any rent arrears or any other debts.

Consent to share the information is included within our application form.

6.0 Once approved

- 6.1 Tenants will be expected to pay rent in advance as directed by our Income collection team, this may vary between two weeks and one month depending on rent history or payment dates.
- 6.2 Tenants will need to arrange their own removals, disconnections and reconnections of appliances.
- 6.3 Tenants must allow access to TRH or our contractors to carry out safety checks and gas uncapping within 5 working days.

7.0 Right of appeal

- 7.1 When writing with a decision to refuse the application for a mutual exchange we will advise of the reason for our decision and of the right to appeal.
- 7.2 A tenant or applicant can appeal our decision for the following reasons:
- The tenant believes we have made a mistake when deciding they are ineligible or non-qualifying.
 - There is information that the applicant thinks we have not taken into account, either about their status as a non-qualifying person or in relation to any disability, medical condition or vulnerability.

- 7.3 We may not accept an appeal for any other reason – we know tenants and applicants may not be happy with a decision but unless the appeal is for one of the reasons here, we will be unable to consider it.
- 7.4 To appeal our decision, you should contact us and tell us which reason you are using to appeal and provide us with any supporting information. There is a deadline for this - you will need to contact us within 10 working days of our decision.
- 7.5 We accept an appeal in all of the following ways:
- Emailing customerservices@2rh.org.uk with the title – Request to Appeal Mutual Exchange Decision; or
 - Telephoning us on 0800 316 0897 advising us you are appealing a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.
 - In person – you can advise any member of staff that you wish to appeal a decision. We will ask for you to provide the information above and may need you to send further information in by email or post.
 - By post to Two Rivers Housing, Riversmeet, Cleeve Mill Lane, Newent, GL18 1DS
- 7.6 The appeal will be heard by a manager or above, who was not involved in the original decision and our response to your appeal will be sent within 15 working days.
- 7.7 In exceptional cases it may take us a little longer to consider the appeal. If this is the case, we will let you know and agree a date when you will have a decision.
- 7.8 As part of dealing with the appeal, we may contact you to ask questions to ensure we have all of the right information.
- 7.9 Once the appeal decision has been made there will be no further appeal.
- 7.10 If you are unhappy with how we have managed your case, you can make a complaint by contacting us in any of the ways listed above. Any complaint received will not form an appeal of the decision made.

8.0 Responsibilities

- 8.1 The Neighbourhood Managers are responsible for managing the application in its entirety including the communication with tenants, other landlords and teams within

Two Rivers Housing (TRH), preparing all associated paperwork and ensuring that inspections and safety checks are completed.

- 8.2 TRH surveyors will be responsible for inspecting the homes to ensure that they are at a lettable standard and highlighting any issue to the Neighbourhood Manager and / or to the Tenant.
- 8.3 The Lettings team are responsible for setting up the new tenancies on the management system.
- 8.4 The Housing Managers are responsible for ensuring that this policy is followed, that timelines are adhered to and legal documents are properly completed.

9.0 Monitoring and review

- 9.1 The Head of Neighbourhoods is responsible for monitoring this policy to ensure that it is correctly applied.
- 9.2 The Head of Neighbourhoods is responsible for ensuring that reviews of this policy are carried out.
- 9.3 TRH will undertake regular reviews of this policy; the procedures related to it and staff training needs to ensure that it continues to operate in line with best practice and that service improvements are made and implemented.
- 9.4 In the absence of any trigger for review, the policy will be reviewed at 3-year intervals or such other periods as the Board of TRH may from time to time determine.
- 9.5 On review, if possible, this policy will be reviewed with our Tenant Voice or a panel of tenant representatives.

Version	Date	Author	Change description	Approved by	Date approved
1.0	December 2025	Sally Howell	Creation of standalone policy.	Customer, Culture, Colleague Committee	17 th June 2026