Mutual Exchange Policy

Policy Owner	Executive Director Customers and Communities
Approval Level	Customer Experience Committee
Resident Input	Service Improvement Groups / Resident Scrutiny Group / Joint Resident Group
Policy Review Due	November 2029
EIA Date	August 2026
Linked strategies/policies	Tenancy Policy, Allocations Scheme, Tenancy Fraud Policies, Complaints Policy, Domestic Abuse Policy, Safeguarding Policy, Tenancy Changes Policy
Version	1
Date of Approval	November 2026

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1. What this policy is for

1.1 This policy explains Southway Wythenshawe Homes's approach to mutual exchange applications. A mutual exchange is where two or more households agree to swap homes with landlord approval and in accordance with any applicable legal requirements. This is also known as a "home swap". The policy sets out the principles Southway Wythenshawe Homes will apply when considering requests and supports the effective use of housing stock.

1.2 Through this policy we will:

- Support customer choice and mobility.
- Make best use of available housing.
- Promote mutual exchange as a housing option.
- Ensure exchanges are managed fairly, consistently and lawfully.
- Consider affordability, property suitability and customer needs.
- Provide clear information about rights and responsibilities before an exchange takes place.

2. Who this policy applies to

Customers	**Description**
Southway Wythenshawe Homes Existing tenants	Customers seeking to exchange their home
Tenants of other social housing providers	Customers applying to exchange with a Southway Wythenshawe Homes tenant
Joint tenants	Tenants making a mutual exchange application
Household members	People who may be affected by the exchange
Employees	Staff responsible for assessing and approving applications

3. Regulation and Legal Requirements

3.1 This policy supports compliance with the following regulations and legal requirements

- Housing Act 1985
- Housing Act 1988
- Localism Act 2011
- Equality Act 2010
- Human Rights Act 1998
- Regulator of Social Housing Consumer Standards (Tenancy Standard)

3.2 We will ensure mutual exchange decisions are lawful, proportionate and evidence based. We will comply with the rights of tenants to exchange their homes where those rights exist within legislation or tenancy agreements.

4. What we will do

Mutual Exchange Principles

4.1 We support and promote mutual exchange because it increases customer choice, helps households move to homes that better meet their needs and contributes to the effective use of housing stock.

4.2 We will provide information and guidance to customers considering a mutual exchange and will promote available exchange schemes and services.

4.3 Customers are responsible for satisfying themselves that the home they intend to move to is suitable for their needs before agreeing an exchange. Mutual exchanges are normally accepted on an "as seen" basis.

4.4 Southway Wythenshawe Homes will process mutual exchange applications within statutory timescales and keep customers informed of progress throughout the application process.

Eligibility and Tenancy Rights

4.5 The right to exchange will depend upon the type of tenancy held and the legal rights attached to that tenancy.

4.6 A tenant's legal right to exchange depends on their tenancy type:

- Secure tenants have a legal right to exchange under Section 92 of the Housing Act 1985.
- Assured tenants have a right to exchange as set out in their tenancy agreement.
- Assured Shorthold Tenants, including those on a Starter Tenancy, do not have the right to exchange during the initial 12 months (or any extended period).

4.7 When an exchange happens, each tenant takes on the tenancy terms of the home they move into. This can mean a change to tenancy type and may affect rights such as the Preserved Right to Buy.

4.8 Under the Localism Act 2011, secure or assured tenants who have been in their property since before the Act may ask us to grant them a new assured or secure tenancy when exchanging with someone on a flexible or fixed-term tenancy.

4.9 A mutual exchange does not give a tenant a tenancy right simply because the person they exchange with had that right. In particular, a tenant who does not already have the Preserved Right to Buy will not acquire it merely by exchanging with a tenant who does. Whether the Preserved Right to Buy continues after an exchange depends on the tenant's own legal entitlement and the statutory rules, including the identity of the landlord. Customers will be advised of any effect on their individual tenancy rights before the exchange is completed.

4.10 Southway Wythenshawe Homes will ensure customers understand any changes to tenancy rights, tenancy status, rent and service charge levels or contractual terms that may result from an exchange.

Assessing Applications

4.11 When considering an application, Southway Wythenshawe Homes will assess:

- Household need.
- Property suitability.
- Affordability.
- Health, disability and adaptation requirements.
- Safeguarding considerations.
- Compliance with tenancy conditions.
- Local lettings policies, eligibility and restrictions.
- Relevant legal requirements.

4.12 We may refuse an exchange where a statutory ground for refusal applies or where there are other lawful and reasonable grounds to do so.

4.13 Examples of circumstances where consent may be withheld include:

- The property is unsuitable for the incoming household.
- The property would be significantly under-occupied or overcrowded.
- Adaptations would no longer be required.
- The accommodation is subject to age or eligibility restrictions.
- A possession order, legal action or other statutory ground applies.
- The exchange would create an unacceptable housing management, safeguarding or tenancy risk.

Conditional and Final Consent

4.14 If we refuse an application, we will always explain the reasons in writing.

4.15 Southway Wythenshawe Homes may provide conditional consent where specific actions must be completed before an exchange can proceed, for example:

- Repairs are needed that are the outgoing tenant's responsibility.
- Rent arrears need to be cleared.

4.16 Final consent will only be granted when all required checks have been completed and any conditions have been satisfied.

4.17 We may refuse if any of the grounds in Schedule 3 of the Housing Act 1985 apply. These are included as an appendix to this policy, along with our definitions for Grounds 3, 4 and 7.

4.18 We may refuse an exchange where the tenancy is not affordable or is unlikely to be sustainable.

Rent Arrears and Property Condition

4.19 Southway Wythenshawe Homes will consider tenancy debts, property condition and health and safety issues when assessing applications.

4.20 Where appropriate, customers may be required to address tenancy-related issues before consent is granted.

4.21 Before consent is finalised, Southway Wythenshawe Homes will identify any property-condition issues found during its checks and explain which matters must be dealt with by the landlord and which are the outgoing tenant's responsibility. The incoming tenant will not be required to remedy a pre-existing issue that is the landlord's responsibility. Tenant responsibilities, such as clearing belongings or rubbish and remedying tenant-caused damage where required, may need to be completed before the exchange proceeds.

4.22 Mutual exchanges are normally approved on an "as seen" basis, meaning that customers accept the property in its current condition. We will not normally undertake replacements, decorations or improvements requested by an incoming customer that were present at the time of the exchange.

4.23 We may refuse or postpone a mutual exchange where significant repairs, health and safety concerns, or tenancy breaches are identified. Approval may be delayed until any required works or remedial actions, whether the responsibility of the landlord or the outgoing tenant, have been satisfactorily completed.

Tenancy Fraud

4.24 Southway Wythenshawe Homes is committed to preventing tenancy fraud and ensuring mutual exchange decisions are based on accurate information. We will verify information supplied by applicants and refuse applications where false or misleading information is identified.

Domestic Abuse, Safeguarding and Community Safety

4.25 Southway Wythenshawe Homes will consider safeguarding, domestic abuse and community safety risks when making decisions and may refuse an exchange where approval would place individuals at risk.

Appeals and Complaints

4.26 Where an application is refused, Southway Wythenshawe Homes will explain the reasons for the decision.

4.27 Customers may appeal a decision, which Southway Wythenshawe Homes will review. Complaints about how this policy has been applied will be handled under the Complaints Policy.

5. Equality, Diversity and Inclusion

5.1 An Equality Impact Assessment (EIA) was completed 13th August 2026. The actions from this are:

Action	Policy Change
Improve accessibility	Commitment to provide information and support in accessible formats and make reasonable adjustments.
Promote affordability and tenancy sustainment	Affordability included as part of exchange decision making.
Monitor equality outcomes	Equality impacts, refusals, complaints and appeals included in performance monitoring.

5.2 Southway Wythenshawe Homes will consider individual circumstances and make reasonable adjustments where required.

5.3 We recognise that mutual exchange decisions may have a disproportionate impact on customers because of age, disability, health conditions, digital exclusion, caring responsibilities or other protected characteristics. These factors will be considered as part of the decision-making process.

6. Who is responsible

6.1 The people responsible for overseeing this policy are listed below

Officer	Responsibility
Executive Director Customers and Communities	Policy owner
Assistant Director	Strategic oversight
Heads of Service	Operational implementation and discretionary decisions
Housing Managers	Day-to-day application of the policy

7. Monitoring and Reporting

7.1 The Mutual Exchange Policy will be reviewed by our Customer Experience Committee every three years. The Parent Board will receive an annual update on how the policy is being delivered.

7.2 We will monitor:

- Number of completed exchanges.
- Refusal decisions.
- Discretionary refusals.
- Complaints and appeals.
- Equality impacts.
- Customer feedback.

7.3 The next review date for this policy is shown on the cover sheet.

8. Glossary

Word	Definition
Assured Tenancy	A tenancy that includes the right to exchange as set out in the agreement
Assured Shorthold Tenancy (AST)	A tenancy type, including Starter Tenancies, where tenants cannot exchange in the first 12 months (or any extended period).
Affordability Assessment	An assessment of whether a household can reasonably meet the cost of occupying a property.
Conditional Consent	Approval subject to specified actions being completed before the exchange proceeds.
Deed of Assignment	A legal document used when tenancy rights transfer as part of an exchange.
Final Consent	Approval confirming that an exchange can proceed.
Local Lettings Policy	A policy that restricts certain homes to applicants meeting specific criteria.
Mutual Exchange	A home swap between two or more households, subject to landlord approval.
Preserved Right to Buy	A legal right that allows certain eligible tenants to retain the Right to Buy after their home has transferred from a local authority to another landlord. The right belongs to the eligible tenant and is not gained simply by exchanging with someone who has it.
Property Adaptations	Adaptations installed to meet disability or health-related needs.
Rent Arrears	Unpaid rent owed by a tenant.
Statutory Grounds for Refusal	Legal grounds allowing a landlord to refuse a mutual exchange application.
Tenancy Fraud	Obtaining or attempting to obtain housing through deception, false information or withholding relevant information.

Property Adaptations	Permanent changes made to a property to meet disability or health-related needs.

Appendix 1 - Grounds for withholding consent - Schedule 3 Housing Act 1985.

Southway Wythenshawe Homes may refuse permission to an exchange based on any of the grounds listed in Schedule 3 of the Housing Act 1985 as summarised below.

Grounds for Withholding Consent: Secure and Assured Tenancies	**Detail**	**Southway Wythenshawe Homes Definition**
Ground 1	You or the person you want to swap with have been served with a possession order or a suspended possession order.	
Ground 2	A notice seeking possession (NSP) has been served on you or the person you want to swap with, or possession proceedings have begun.	
Ground 2a	A landlord can withhold consent to a Mutual Exchange if you are subject to a specified type of injunction, a demotion order, anti-social behaviour order or a possession order granted on the grounds of nuisance is in force, or if court action to obtain such an order is pending.	
Ground 3	The property of the person you wish to swap with is substantially larger than you need, or your property is substantially larger than the incoming tenant needs.	Southway Wythenshawe Homes considers 'substantially' to mean 2 or more bedrooms than your household need or where the Spare Room Subsidy would be applied. This will be based on the Local Authority bedroom calculator.
Ground 4	The property you want to move to is not reasonably suitable for your needs, or your property is not reasonably suitable for the	Southway Wythenshawe Homes considers 'needs' to mean number of bedrooms or where there is medical or health conditions to consider

	needs of the person of the incoming tenant.	i.e. the incoming tenant required adaptions which were not present in the property
Ground 5	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 to you or your predecessor in connection with your employment with the landlord.	
Ground 6	The landlord is a charity and if the exchange went ahead the occupation would conflict with the objects of the charity.	
Ground 7	The property is designed for a physically disabled person and if the exchange went ahead a disabled person would not be living there.	Southway Wythenshawe Homes considers this to be any property where there have been major adaptations to assist a person with disabilities.
Ground 8	The landlord is a housing association or housing trust that lets its property to people who experience difficulty in meeting their own housing need, and if the exchange went ahead the criteria would not be met.	
Ground 9	The property is one of a group let to people with special needs with a social service or special needs facility close by to help the tenants and if the exchange went ahead there would be no one who required this specialist support living there.	Southway Wythenshawe Homes considers this to be any service where additional care or support is offered i.e. extra care housing or homeless support properties