

Mutual Exchange Policy

1. Introduction

- 1.1 The purpose of this policy is to promote choice and greater mobility for customers. The policy sets out how mutual exchanges will be managed, including when permission for a mutual exchange will be granted or refused.
- 1.2 This policy applies to all A2Dominion customers who hold a secure, assured, or assured shorthold fixed term tenancy.
- 1.3 We will deal with all requests for a mutual exchange in accordance with legislative requirements, and in accordance with this policy.
- 1.4 This policy supports our obligation and commitment to the new consumer standard for tenancy by allowing customers to easily access the most available matches without payment. We will publicise availability of services, provide support to customers who may not otherwise be able to access them and offer customers information about the implications for tenure, rent and service charges.

2. Implementation

- 2.1 Mutual Exchange is a legal right given to customers who hold a secure tenancy and a contractual right for assured tenancy customers, which allows them to exchange (swap) their homes. Secure tenancy customers have a right under Section 92 Housing Act 1985. Assured tenancy customers do not have a statutory right to exchange but have a contractual right to exchange through the terms of their tenancy agreement. The statutory rights offered to secure tenancy customers are replicated in this policy and will apply to both secure and assured tenancy customers.
- 2.2 Customers with a starter tenancy, a probationary tenancy, an assured shorthold fixed term tenancy of less than 2 years, or an affordable rent starter or probationary tenancy, do NOT have the right to exchange.



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- 2.3 A2Dominion aims to facilitate mutual exchanges and will subscribe to an internet based mutual exchange service, such as HomeSwapper, which is subscription free for customers.
- 2.4 We will provide reasonable advice and support to customers throughout their mutual exchange process. This may include clear and simple information about the mutual exchange process and help to register with an online mutual exchange service if required.
- 2.5 Customers must complete an application form for a mutual exchange.
- 2.6 A2Dominion will not meet any removal related costs incurred by the exchanging parties.

3. Consent and refusal

- 3.1 Customers must get written consent from all landlords involved, before an exchange can take place.
- 3.2 A2Dominion will not unreasonably refuse or delay giving consent to an exchange. We will grant or refuse any applications within 42 days of receiving them if you are a secure tenancy customer. We will aim to process all other applications within 42 days (which we refer to as a '42 day timer').
- 3.3 The 42 day timer for secure tenancy customers starts when they submit their application, and not when both parties taking part in the mutual exchange have submitted their application. But for all others, who are not secure tenancy customers, or for non-affordable fixed term tenancy customers, exchanging with an assured or secure tenancy customer whose tenancy commenced pre 1st April 2012, the 42 day timer starts when both applications are received.
- 3.4 A2Dominion will not reasonably refuse consent on mutual exchanges. However the grounds set out in Schedule 3 of the Housing Act 1985, and Schedule 14 of the Localism Act 2011 allows landlords to refuse consent where:
 - Rent lawfully due has not been paid; or
 - Another obligation of the tenancy agreement has been broken or not performed.
- 3.5 In some cases consent will be conditional on the customer repaying any outstanding rent or remedying any other breach of tenancy condition/s.
- 3.6 A2Dominion will write to customers specifying the grounds and reason for refusing any mutual exchange.
- 3.7 A2Dominion will seek to end the mutual exchange process and/or subsequent tenancy, by court order or with assistance from the Local Authority in terms of a prosecution, under the Social Housing Fraud Act 2013, if an applicant is found to have deliberately falsified their application in order to mutually exchange.

4. Appeals

- 4.1 Only current A2Dominion tenants have a right to appeal against any decision, in relation to their mutual exchange. Appeals must be received within 10 working days of the decision being made.
- 4.2 Appeals will be dealt with, in the first instance, by the Head of Neighbourhoods.
- 4.3 Appeals will be dealt with within 10 working days, in a fair and reasonable manner, and each appeal will be treated on its merits.

5. Assignment vs issuing a new tenancy

- 5.1 Please see [appendix](#) for tables with detail on whether a mutual exchange is possible by tenancy agreement type.

6. Consultation

- 6.1 We consulted internally with our income, lettings and neighbourhoods teams.

7. Equality, Diversity & Inclusion Statement

- 7.1 A2Dominion Group, colleagues, partners, stakeholders and contractors are committed to providing services, which are relevant and appropriate to the needs of people. We will treat others fairly and without discrimination.
- 7.2 We will ensure that all our services relating to this policy are accessible and available for all customers as set out in the requirements of the Equality Act 2010.

8. Data Protection Statement

- 8.1 The protection of personal data is of great importance to A2Dominion Group and more than just a legal obligation.
- 8.2 A2Dominion Group and affiliate organisations are the data controllers registered with the ICO with the following registration numbers:
 - A2Dominion Housing Group Limited: Z4843307
 - A2Dominion Homes Limited: Z9799978
 - A2Dominion South Limited: Z7835340
 - A2Dominion Housing Options Limited: Z5412073
 - A2Dominion Residential Limited: Z3391351
 - A2Dominion Developments Limited: ZA103931
 - Pyramid Plus London LLP: Z3594227
 - Pyramid Plus South LLP: Z3594230

- 8.3 Our data protection policy and procedures are governed by the Data Protection Act 2018. We collect and process personal information in order to provide housing services and meet our contractual and legal obligations. All persons authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.
- 8.4 For information on how we collect, store, process and use customers' personal data, please visit our website on <https://www.a2dominiongroup.co.uk/privacy-and-cookie-policy>.
- 8.5 For employee related privacy statement, please contact our HR team at hrenquiries@a2dominion.co.uk.
- 8.6 You can also contact the Data Protection Officer / Data Compliance team at governance@a2dominion.co.uk

9. Associated documents

- Allocations policy

Appendix: Assignment vs issuing a new tenancy

The tables below detail whether a mutual exchange is possible as per legislation in accordance with the tenancy agreement. It also details the type of tenancy a customer would be exchanging from and into.

Mutual Exchanges Either Not involving Fixed Term Tenancies, or with a Fixed Term Tenancy post 01/04/2012 – no new tenancy to be created.

The customer takes on the other person's tenancy agreement – they “switch” agreements, no new tenancy agreement is created. Each customer takes on all the tenancy rights and responsibilities under the tenancy agreement of the person they are exchanging with. Personal succession rights or Assured preserved Rights are dependent on the tenancy agreement and will need to be checked.

A2D's Outgoing customer has:	Incoming Customer currently has:	Incoming Customer will be granted:
Secure Tenancy	Secure Tenancy	Secure Tenancy
Secure Tenancy	Assured Tenancy	Secure Tenancy
Assured Tenancy	Secure Tenancy	Assured Tenancy
Assured Tenancy	Assured Tenancy	Assured Tenancy
Assured Tenancy with Preserved Right to Buy (ex- Spelthorne BC)	Assured or Secure Tenancy (not currently A2D customers)	Assured Tenancy with no PRTB – the incoming customer takes over the Assured tenancy but without the benefit of the PRTB.
Assured Tenancy	A2D Assured Tenancy with Preserved Right to Buy (ex- Spelthorne BC)	Assured Tenancy with PRTB
Fixed Term AST with at least 2 years remaining	Secure Tenancy with A2D	The incoming customer will get the Fixed Term Tenancy for the remainder of the term (not the full 5/6 years)
Fixed Term AST with at least 2 years remaining	Secure Tenancy, not with A2D	The incoming customer will get the Fixed Term Tenancy for the remainder of the term (not the full 5/6 years)
Fixed term AST with at least 2 years remaining	Assured Tenancy	The incoming customer will get the Fixed Term Tenancy for the remainder of the term (not the full 5/6 years)

A2D's Outgoing customer has:	Incoming Customer currently has:	Incoming Customer will be granted:
Secure Tenancy	Fixed Term AST with at least 2 years remaining with another RP or Flexible Tenancy with a LA	The incoming customer will get the Secure Tenancy
Assured Tenancy	Fixed Term AST with at least 2 years remaining with another RP or Flexible Tenancy with a LA	The incoming customer will get the Assured Tenancy.
Starter of Probationary Tenancy, or Fixed Term AST with less than 2 years remaining	Secure Tenancy	NOT PERMITTED
Starter of Probationary Tenancy, or Fixed Term AST with less than 2 years remaining	Assured Tenancy	NOT PERMITTED
Fixed Term AST with at least 2 years remaining	Fixed Term AST with at least 2 years remaining	Fixed Term AST for the remainder of the term (not the full 5/6 years)

Mutual Exchanges involving Fixed Term Tenancies exchanging with a Secure or Assured Tenancy, which started PRIOR to 01/04/2012 the tenancy should be surrendered, and a New Tenancy Granted.

A2D's Outgoing Customer has:	Incoming Customer currently has:	Incoming Customer will be granted:
Fixed Term AST with at least 2 years remaining	Secure (currently with A2D)	Incoming Customer will be granted a new Secure Tenancy. Outgoing Customer will be granted a new 5 year Fixed Term Tenancy
Fixed Term AST with at least 2 years remaining	Secure (not currently with A2D)	A new Assured Tenancy Agreement
Fixed Term AST with at least 2 years remaining	Assured (either with A2D or another RP)	A new Assured Tenancy Agreement.
Secure or Assured Tenancy	Fixed Term AST with at least 2 years remaining, with another RP or a Flexible Tenancy with a LA	A new Probationary Tenancy followed by a Fixed Term Tenancy.
Secure Tenancy	Starter or Probationary AST or Fixed Term AST of less	NOT PERMITTED

A2D's Outgoing Customer has:	Incoming Customer currently has:	Incoming Customer will be granted:
	than 2 years or less than 2 years remaining, or Intermediate Rent AST or Shared Ownership AST	
Assured Tenancy	Starter or Probationary AST or Fixed Term AST of less than 2 years or less than 2 years remaining, or Intermediate Rent AST or Shared Ownership AST	NOT PERMITTED
Starter or Probationary AST or Fixed Term AST of less than 2 years or less than 2 years remaining, or Intermediate Rent AST or Shared Ownership AST	Secure Tenancy	NOT PERMITTED
Starter or Probationary AST or Fixed Term AST of less than 2 years or less than 2 years remaining, or Intermediate Rent AST or Shared Ownership AST	Assured Tenancy	NOT PERMITTED