

Policy: Mutual Exchange Policy

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Mutual Exchange Policy

Ashford Borough Council

December 2025

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1. Policy Statement

- 1.1 The aim of this Policy is to deliver the Council's Mutual Exchange scheme in line with government legislation and the relevant guidelines, and to apply the conditions for Mutual Exchange fairly and consistently across the board.
- 1.2 The Regulator of Social Housing has a set of regulatory standards known as the Consumer Standards, that contain specific expectations that social landlords must comply with and the outcomes that landlords are expected to achieve. Under the Tenancy Standard, landlords must offer a mutual exchange service, support tenants who wish to mutually exchange and publicise the mutual exchanges services they offer.

2. Scope of the Policy

- 2.1 To inform our staff, residents and partners on how the scheme will operate, the eligibility criteria and grounds for refusal;
- 2.2 To promote Mutual Exchange as an effective housing option for meeting housing needs;
- 2.3 To improve choice for social housing tenants in the borough
- 2.4 To contribute to our Housing Strategy.
- 2.5 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.
- 2.6 This Policy does not cover urgent moves that are due to urgent and major works required to a property that cannot be reasonably carried out with the tenant in occupation, including works required under Awaab's Law, or where the property needs to be demolished, redeveloped or re-designated. This is covered by our

Decant Policy.

3. Relationship with Other Existing Policies

3.1 Management Move Policy and Lettings Scheme

3.2 This policy supports us to achieve the outcomes of the Consumer Standards in relation to mutual exchange

4. Legal Framework

4.1 We will operate our mutual exchange service within the legal framework and in accordance with the following legislative Acts as follows:

- Housing Act 1985
- Localism Act 2011

5. Policy Contents

Right To Exchange

5.1 Ashford Borough Council (ABC) tenants who are on Secure or Fixed Term Flexible Tenancy are eligible for Mutual Exchange.

5.2 External tenants seeking to exchange with ABC tenants must have a lifetime tenancy (secure or assured) or Fixed Term / Flexible Tenancy.

5.3 Applicants can exchange with tenants of any registered provider of social housing anywhere in the country, including:

- Other Local Authorities;
- Arm's Length Management Organisations (ALMO);
- Housing Associations; and
- Housing Trust which is a charity.

5.4 Tenants on Introductory Tenancies will not be considered for Mutual Exchange until they have successfully completed the probation period.

5.5 There is no limit to the number of times a tenant can apply for a mutual exchange.

5.6 Types of Exchange

Tenants can only exchange properties with written consents from their landlords. The exchange can be carried out by transferring tenancies using either of the two methods described below.

5.7 Assignment

Assignment is where tenants effectively step into each other's tenancies. We will use an assignment when exchanging tenants who hold tenancies with similar security of tenure. We will ask both parties to sign a 'Deed of Assignment' which will allow the incoming tenant to take on the rights and responsibilities of the outgoing tenant.

5.8 Surrender and Re-grant

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. We will use this approach where a tenant with a lifetime / secure tenancy that predate 1 April 2012, who has their security of tenure protected by law, seeks to exchange with a tenant on flexible or fixed-term tenancies.

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.

5.9 Flexible Tenancies

We no longer issue Flexible Fixed Term Tenancies for Council housing tenants.

For the purpose of Mutual Exchange, the transfer of tenancies will be carried out as described in **paragraphs 5.7 and 5.8**. However, ABC 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.

6 Information, Advice and Guidance

- 6.1 This policy provides detailed information about our approach to mutual exchange.
- 6.2 Further information about mutual exchange is available on our website [Information on how to find and carry out a mutual exchange](#).

- 6.3 Tenants may also contact their Neighbourhood Housing Officer for more information and guidance. Information about our Neighbourhood Housing Officers can be found on our website [Find out who your Neighbourhood Housing Officer is and how you can contact them.](#)

7 Support for vulnerable tenants

- 7.1 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.
- 7.2 We will provide reasonable support to tenants who do not have access to the internet.
- 7.3 We will also provide additional and reasonable support to tenants who are unable to manage independently to enable them to engage in the mutual exchange process. Support will be based on individual needs 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

8 Financial Assessments

- 8.1 Tenants who are seeking to exchange into properties that will lead to under-occupation (you can only be considered for a property one bedroom above your lead) 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 Housing Payment (DHP). Tenants will also be informed regarding the implications of not keeping a clear rent account.
- 8.2 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.

9 How to find a Mutual Exchange Partner

- 9.1 ABC subscribes to a free nationwide mutual exchange service called HomeSwapper [Home - HomeSwapper for Landlords](#) Tenants will be required to register on the website to advertise their property and to find potential mutual exchange partners
- 9.2 Tenants may also use other avenues to find Mutual Exchange partners, such as advertise in local shops, newspapers and on social media, although all application must be completed through the HomeSwapper website.
- 9.3 It is illegal for any tenant to charge a fee as part of a mutual exchange. Tenants who charge or receive any money to swap their home may be evicted.

10 Before applying

- 10.1 Before applying for a Mutual Exchange, tenants must ensure that they are satisfied with the property they wish to move into. The following must also be considered by the tenant(s).
- Potential changes in tenancy terms;
 - Costs and affordability;
 - Repairs, property condition and the living environment

11. How to Apply

- 11.1 Although Mutual Exchanges usually involve 2-way swaps, ABC will accept applications for multiple swaps involving 3 or more parties.
- 11.2 All mutual exchange partners **must** complete an application on the Homeswapper website [Home - HomeSwapper for Landlords](#) They will be able to follow the progress of their applications and provide additional information required. If a tenant is not registered on Homeswapper but has found an exchange, or cannot access HomeSwapper, they should contact the Housing Service on 01233 330688.
- 11.3 Tenants must provide all the necessary information and documents requested on the form and by us to help assess their application.
- 11.4 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 Neighbourhood Housing Officer (NHO) for advice.

12 Assessment

- 12.1 Applications for Mutual Exchange will not be assessed unless all parties involved have submitted fully completed application forms separately.
- 12.2 The date for receipt of application will be counted from the day the latest fully completed application for Mutual Exchange has been received.
- 12.3 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.

13 Property Inspections

- 13.1 All mutual exchanges will be subject to property inspections by a Neighbourhood Housing Officer (NHO) to ensure that the property is in a good condition for exchange.
- 13.2 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,
 - Note any other breaches of tenancy present at the time of the inspection.

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.

- 13.3 Repairs that are our responsibility must be reported in the usual way. Repairs will be carried out within our standard repair's timescales.

- 13.4 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'.
- 13.5 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 are unsafe and / or the improvements would not have been permitted by ABC.
- 13.6 Subject to the nature of unauthorised improvements and / or any health and safety risks, ABC 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.

14 **References**

- 14.1 Where the exchange is between an ABC tenant and a non-ABC tenant, all landlords involved will provide and request references on outgoing and incoming tenants respectively. In providing the reference, ABC 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;
 - If any succession has already taken place.

15 **Decision**

- 15.1 We are required by law to provide a written decision within 42 days of receiving completed applications for the Mutual Exchange.

15.2 Tenants have the right to enforce a decision by applying for an injunction in the County Court, should ABC 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 legal grounds. However, any failure to meet 42-day requirement must not be treated as consent to exchange.

15.3 We will not unreasonably withhold consent for a Mutual Exchange. An application for Mutual Exchange will either be approved, approved with conditions or refused.

An application will be approved where there are no grounds for refusal and / or there are no conditions to be met.

15.4 An application will be approved 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 example, removal and disposal of rubbish from the garden;
- Making payments for any rechargeable repairs.

15.5 An application will be refused based on the grounds set out in Schedule 3 of Housing Act 1985, Schedule 14 of Localism Act 2011 and Housing Act 2004 (chapter 6, part 1). These include where:

- There is an existing breach of tenancy, including non-payment of rent
- A tenant is subject to court proceedings for non-payment of rent or anti-social behaviour
- The property is substantially larger than the needs of the incoming household
- The property is not reasonably suitable for the incoming household
- The property has disabled adaptations and there is no-one in the incoming household who needs those adaptations

- 15.6 A refusal will not impact a tenant's right to apply for a mutual exchange in the future.

16 Discretions

- 16.1 There may be reasonable grounds for us to refuse a Mutual Exchange application however, we may choose to exercise discretion in exceptional circumstances. These may include:
- 16.2 Where 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 prevent further debt and enable the tenant to begin reducing their rent arrears.
- 16.3 Where the household does not meet the criteria set out in this policy as per section 11.9 but it is considered that the exchange would benefit the health and wellbeing of the tenant or a member of their household
- 16.4 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.

17 Appeal

- 17.1 If a Mutual Exchange application is not approved, the tenant will be advised of the decision and the grounds for refusal in writing.
- 17.2 Tenants can appeal against the decision to refuse a Mutual Exchange. To appeal, they must write to us **within 14 days** of receiving their decision letter. The request will be reviewed by a Senior Housing Manager. Tenants will be advised of the outcome of the review in writing **within 10 working days**.
- 17.3 The outcome of the appeal will be the final decision on the application.
- 17.4 If the tenant feels that we have not correctly applied this policy, they will need to follow our complaints process as set out in the Housing Service Complaints Policy.
- 17.5 Where landlord other than Ashford Borough Council rejects the application for an exchange, it is the responsibility of their tenant to appeal the decision.

18 Gas and Electrical Safety Checks

- 18.1 We will ensure that the Council-owned properties have valid gas safety certificates and for safety purposes will cap and re-instate any gas supply to a property during the exchange.
- 18.2 We will carry out full electrical safety inspection of Council-owned properties.

19 Property Condition and Repairs

- 19.1 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.
- 19.2 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.
- 19.3 If the current tenant has made authorised tenant alterations to the property, these will be gifted to the incoming tenant, meaning that they will have the repair and maintenance responsibility for those alterations going forward.
- 19.4 Where the current secure tenant has made certain alterations, they may be able to claim compensation in line with the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.
- 19.5 It is the responsibility of the outgoing tenant to reinstate property into its former state if they have made unauthorised alterations.
- 19.6 The incoming tenant will be responsible for reporting any outstanding repairs and will be responsible for clearing any rubbish left in the garden.
- 19.7 The incoming tenant will carry out any internal decorating and re-connection of appliances such as but not limited to gas/electric cookers, washing machines and tumble dryer. A gas cooker must be reconnected by a gas safe registered engineer, and an electric cooker must be reconnected by a qualified electrician.

20 Complaints

- 20.1 If a tenant is not satisfied with the service, they have received regarding the way the Housing Service has dealt with their management move request, they can refer to and follow the Housing Service Complaints Policy.
- 20.2 The Housing Ombudsman Service can be contacted if further advice and

support is needed on making a complaint to us. The contact details are as follows:

The Housing Ombudsman Service details are:

- Website at: www.housing-ombudsman.org.uk
- Telephone: 0300 111 3000
- Email: info@housing-ombudsman.org.uk
- Write to them at Housing Ombudsman Service, PO Box 152, Liverpool L33 7WQ

21. Confidentiality and Data Protection

- 21.1 The Data Protection Act 2018 and the UK GDPR regulate the processing of information relating to individuals, which includes the obtaining, holding, using or disclosing of such information.
- 21.2 ABC needs to collect and use certain types of information about its service users to carry out its everyday business and to fulfil its objectives and its statutory functions.
- 21.3 We operate a [Privacy Policy](#) and this explains how we as a data controller collect use and protect your personal data.
- 21.4 We are signed up to the Kent and Medway Information Sharing Agreement and will abide by the conditions set out in this document that applies to all ABC directorates. The agreement ensures that appropriate information is securely exchanged between the agencies when dealing with management transfer cases, and that such information is used appropriately in accordance with the Data Protection Act 2018, UK GDPR, and the Human Rights Act 1998.
- 21.5 ABC will treat all information received with the strictest of confidence wherever possible. Information relating to management transfer cases may however be shared with other agencies for lawful purposes such as the purpose of preventing domestic abuse, anti-social behaviour, crime or if there is a safeguarding concern.

22 Policy Review

- 22.1 This Policy will be reviewed every three years, or sooner, in the event of major legislative or operational changes.

Owner	Housing – Anthony Crossley
Last Review Date	28.11.25