

# Mutual Exchange Policy

This policy sets out Bromford Flagship LiveWest’s approach to mutual exchange, in support of delivering safe, fair and responsive services to our customers. It is underpinned by legal duties, regulatory expectations, and a commitment to fairness, accountability, and transparency.

<b>Department</b>	Customer Experience
<b>Policy owner</b>	Regional Director - Customer
<b>Approved date</b>	December 2025
<b>Date for review</b>	May 2028
<b>Approving body</b>	Customer SLT
<b>Associated legislation/regulation</b>	Housing Act 1985 (Section 92 & Schedule 3) Housing Act 1988 (Section 15) Localism Act 2011 (Section 158 & Schedule 14) Transfer of Tenancies & Right to Acquire (Exclusion) Regulations 2012 Housing Act 1996 (Part II, Sections 144–152) Immigration Act 2014 Equality Act 2010 Social Housing (Regulation) Act 2023 Regulator of Social Housing – Tenancy Standard 2024 Housing Ombudsman Scheme & Complaint Handling Code (2024)
<b>Legal advice from</b>	Internal Legal Team
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This policy applies to customers of:




## Purpose/principles

This policy sets out Bromford Flagship's approach to mutual exchanges. It supports your right to move home by swapping tenancies with another social housing tenant. We are required by law (Housing Act 1985, Housing Act 1988, Localism Act 2011) and by the Regulator of Social Housing's 2024 Tenancy Standard to offer this option. Our aim is to make the process fair, accessible and supportive, while protecting tenancy rights.

## Scope

This policy applies to tenants of Bromford, Newtide Homes, Samphire Homes, Victory Homes and Flagship Homes who hold a secure, assured, or fixed-term tenancy. It does not apply to shared owners, leaseholders, or licensees, because the law only gives the right of mutual exchange to tenants.

## Roles/responsibilities

**Board / Committees** provide oversight and assurance that the policy aligns with strategic priorities, customer outcomes, and regulatory requirements.

**Executive Leadership Team / Directors** are accountable for ensuring the policy is implemented consistently across their areas of responsibility and that compliance is maintained.

**Heads of Service / Service Leads** are responsible for embedding the policy within their service areas, ensuring colleagues are aware of and follow the requirements, and providing assurance on compliance.

**Customer-facing colleagues** are responsible for applying the policy in day-to-day service delivery, supporting customers, and taking action or escalating issues in line with procedures.

**All colleagues** are expected to understand the policy as it relates to their role, complete any required training, and seek support where clarification is needed.

## Policy content

### What is a mutual exchange?

A mutual exchange allows two or more tenants of social housing to swap homes, subject to landlord consent and eligibility.

There are two legal mechanisms:

- **Assignment** – This means you swap homes and take over the other tenant's agreement

- **Surrender and Regrant** – This means your tenancy ends and we give you a new tenancy because the tenancy types are different.

### **Understanding mutual exchange and tenancy types**

A mutual exchange is where one or more social housing tenants legally swap their homes and tenancies with each other. The exchange normally takes effect by assignment, meaning each tenant takes on the tenancy type and rights of the other.

For example, a secure tenant exchanging with an assured tenant becomes an assured tenant.

All landlords involved must give written consent before the exchange takes place. Where there is a joint tenancy, all joint tenants must agree in writing to the exchange.

A mutual exchange is different from a *tenancy transfer* (which is a move arranged by the landlord).

### **Who can exchange**

You can usually take part in a mutual exchange if you are:

- a local authority secure tenant
- a housing association assured tenant
- a local authority flexible tenant (a fixed-term secure tenancy)
- in limited cases, an assured shorthold tenant with a fixed-term tenancy of at least two years and not an affordable or shared ownership product.

There is no limit to the number of tenants who can take part in an exchange; for example, three tenants may agree to swap in a chain if all landlords consent.

### **How the exchange works between different tenancy types**

- **Secure to Secure or Assured tenants:** Exchange normally by assignment under section 92 of the Housing Act 1985.
- **Flexible to Flexible tenants:** Exchange by assignment of the remaining fixed term.
- **Secure or Assured (pre-1 April 2012) to Flexible or Assured Shorthold tenants:** Exchange can take place by surrender and regrant (Localism Act 2011). These tenants usually retain lifetime security of tenure.
- **Secure or Assured (post-1 April 2012) to Flexible or Assured Shorthold tenants:** Exchange may still proceed by assignment, but the secure or assured tenant will lose lifetime security and take on the new tenancy type.

We will always explain these implications in writing before you agree to proceed.

## **Assured tenancies granted after 1 April 2012**

For assured tenancies granted after 1 April 2012, there is no statutory right to mutual exchange under the Housing Act 1985 or the Localism Act 2011.

However, Bromford Flagship may, at its discretion, consider requests to assign or exchange these tenancies where all landlords involved agree.

These exchanges are governed solely by the terms of the tenancy agreement. This means:

- the landlord's consent is required before any assignment or exchange can take place
- there are no statutory grounds for refusal, but we must ensure that consent is not unreasonably withheld
- each request will be assessed on its merits, considering factors such as rent arrears or property suitability
- we will provide a clear written explanation of any decision

Where an assured tenant with a post-2012 tenancy exchanges with another assured or fixed-term tenant, the exchange may still proceed by surrender and regrant if the tenancy products differ. We will always explain any impact on security of tenure or rent type before consent is given.

## **Fixed-term and mixed tenancies**

Where tenants hold different tenancy types (for example, one secure and one fixed-term assured tenancy), the exchange will normally take place by surrender and regrant. This means both tenants end their existing tenancies and are granted new ones. This can affect your tenancy rights, for example, the level of security, rent type, or eligibility for the Right to Buy.

We will always explain any implications in writing before you agree to proceed.

## **Eligibility to apply**

You can apply for a mutual exchange if:

- you hold a secure, assured, or fixed-term tenancy (2+ years)
- your rent account is up to date
- your home is not subject to legal action (e.g., possession proceedings)
- you have not made unauthorised alterations
- you pass affordability and household size and needs checks
- if your home is adapted, your household must need those adaptations

You cannot apply if you are:

- starter / introductory tenants
- shared owners and leaseholders

## Applying for a mutual exchange – step by step

- register online:
  - Bromford customers use **HomeSwapper** ([www.homeswapper.co.uk](http://www.homeswapper.co.uk))
  - Flagship (Newtide, Samphire, Victory or Flagship Homes) customers use **House Exchange** ([www.houseexchange.org](http://www.houseexchange.org))
- find a potential exchange partner
- submit your application
- we will support you if you need help with digital access or accessibility needs
- we will inspect your home and carry out checks
- we will provide a decision within 42 days of receiving all related applications

## Responsibilities and repairs (Who does what?)

You are responsible for...	We are responsible for...
<b>Clearing any rent debt or other arrears or keeping to repayment plans</b>	Giving you a decision within 42 days (legal duty)
<b>Completing any tenant-responsible repairs</b>	Carrying out landlord repairs
<b>Making sure your household details are accurate</b>	Explaining conditions clearly if consent is conditional
<b>Submitting a full and honest application</b>	Providing support and reasonable adjustments if needed

## Our decision

We will provide one of the following outcomes:

- **Consent Granted** – Unconditional approval to proceed
- **Conditional Consent** – Subject to conditions (e.g., clearing arrears, carrying out repairs)
- **Refusal** – Based on clearly stated and lawful reasons (see below)

## Legal grounds for refusal

We want to support mutual exchanges wherever possible. However, the law sets out specific grounds where consent must or may be refused, depending on the type of tenancy held.

### A. Secure Tenancies (Housing Act 1985, Schedule 3)

1. Any rent lawfully due from a tenant under either tenancy has not been paid.

2. A notice seeking possession has been served and is still in force.
3. Proceedings for possession of either dwelling-house have been begun and are pending.
4. One of the tenants has an obligation under their tenancy which has not been performed.
5. The dwelling-house is substantially larger than is reasonably required by the proposed assignee.
6. The dwelling-house is not reasonably suitable to the needs of the proposed assignee and their family.
7. The dwelling-house has been adapted for use by a physically disabled person, and if assigned a person who does not require such adaptations would occupy it.
8. The landlord is a charity and the proposed assignee's occupation would conflict with the objects of the charity.
9. The dwelling-house is part of a group of dwellings which it is the practice of the landlord to let for special needs (e.g. elderly persons) and, if assigned, a person without such needs would occupy it.
10. The dwelling-house is situated in a rural area designated for protection under section 19(3) of the Housing Act 1988 and, if assigned, a person without the required local connection would occupy it.

**B. Assured / Fixed-Term Tenancies (Housing Act 1988, Schedule 2A as inserted by Localism Act 2011)**

For fixed-term or assured tenants, consent may also be refused on any of the following grounds:

1. Possession proceedings are pending or a notice seeking possession is in force.
2. The accommodation is larger than reasonably required by the proposed assignee.
3. The accommodation is not reasonably suitable to the needs of the proposed assignee and their family.
4. The accommodation has been adapted for a person with a disability and would no longer be occupied by someone who needs those adaptations.
5. The property is within a scheme reserved for people with special needs and the incoming tenant does not meet those needs.
6. The landlord is a charity and the assignment would conflict with its objectives.
7. The property is subject to a local lettings policy, Section 106 planning restriction, or is earmarked for redevelopment or disposal at the end of the fixed term.
8. The tenancy product cannot legally be assigned (e.g. certain Affordable Rent fixed-term tenancies requiring surrender and regrant).

### **C. Assured Tenancies Granted After 1 April 2012 – Landlord Discretion**

For assured tenancies granted after 1 April 2012, there is no statutory right to mutual exchange. Consent is entirely at the landlord's discretion and based on the tenancy agreement. Bromford Flagship will not unreasonably withhold consent but is not bound by the statutory grounds above. Each case will be considered on its own merits and a clear written decision provided.

**Note:** The refusal grounds above reflect Schedule 3 of the Housing Act 1985 and Schedule 2A of the Housing Act 1988 (as amended by the Localism Act 2011). Where any difference arises between this policy and the statute, the statutory wording will prevail.

#### **Appeals process**

If your application is refused:

- you can **appeal within 14 days** of the decision
- a senior manager not involved in the original decision will review the case
- we will provide a written outcome **within 14 days** of receiving your appeal

#### **Exchanges without consent**

If you move without our written permission, the exchange is not valid in law. We may take legal action to regain the property.

Always wait for written consent before moving.

#### **Our commitments to you**

We are committed to making the mutual exchange process fair, accessible, and supportive.

We will:

- treat your request fairly and consistently
- provide a clear decision within 42 calendar days (as required by law)
- support you with accessing Homeswapper/House Exchange and understanding the process
- offer reasonable adjustments if you have additional needs
- write to you in plain english and provide information in alternative formats or languages if you need them
- clearly explain your rights and responsibilities
- tell you if an exchange could reduce your tenancy rights (e.g., right to buy) as early as possible
- allow you to appeal any refusal decision

## EIA statement

An Equality Impact Assessment (EIA) has been completed for this policy. The EIA ensures that the policy is fair, inclusive, and does not negatively impact any protected groups under the Equality Act 2010. The outcomes of the assessment will be monitored, and actions taken where needed to promote equity.

We recognise that we may not have identified all adverse impacts on one or more protected characteristics. We welcome any feedback on, or examples of, things that we may have overlooked so that we can continuously improve our policy.

## Training statement

All relevant colleagues will receive training through:

- team briefings
- e-learning modules
- induction for new starters
- refresher sessions as appropriate

## Measuring effectiveness

We will assess the effectiveness of this policy by monitoring:

- refusal and appeal outcomes
- customer feedback
- internal audits on timescales and consistency
- oversight by the board and committees

## Review period

This policy will be formally reviewed every three years. Earlier review may take place if required by changes in legislation, regulation, organisational priorities, or following feedback from colleagues, customers, or stakeholders. Any updates will be approved through the appropriate governance route.

## Approval

This Policy was approved by Customer SLT and is applicable to:

- Bromford Housing Association Ltd (operating as Bromford)
- Bromford Home Ownership Ltd (operating as Bromford)
- Merlin Housing Society Ltd (operating as Bromford)

- Flagship Housing Limited (operating as Flagship) and the following housing divisions: Samphire Homes, Victory Homes, Newtide Homes

Any references to Bromford Flagship LiveWest should be interpreted as equally applicable to all the above.

## For internal use only –

### Supporting documents

- Mutual Exchange Procedure
- Mutual Exchange Service Standard
- ASB Policy
- Complaints Policy
- Equality Impact Assessment (EIA)
- Income Management Policy
- Lettings Policy
- Tenancy Management Policy
- Vulnerability, Inclusive Services & Reasonable Adjustment Policy

### Version control

**Note:** minor updates approved by delegated authority increase version number by 0.1; major updates and formally approved versions increase version number by 1.0.

Version	Detail	Approved by	Date
1.0	First issue	Customer SLT	16 December 2026