

MAGNA HOUSING

MUTUAL EXCHANGE POLICY

1. A mutual exchange is a mechanism by which customers can swap homes. We will support customers who wish to undertake a mutual exchange and subscribe to one or more internet-based mutual exchange services that enable them to gain access to opportunities to exchange their home.
2. The following customers have the right to undertake a mutual exchange set out in their tenancy agreements:
 - 2.1 Periodic assured customers.
 - 2.2 Assured shorthold customers with fixed term tenancies for a period of two or more years.
3. Customers can exchange with our other customers who have the right to exchange, or with customers of other registered providers or local authorities who have the right to exchange.
4. Our written consent is required before a mutual exchange can take place, as well as the written consent of any other landlord involved.
5. We will only refuse consent on the grounds set out in our tenancy agreements and/or schedule 3 of the Housing Act 1985 and/or schedule 14 of the Localism Act 2011. A summary of these grounds is attached. If we intend to refuse consent we will make our reasons clear.
6. Consent may be given subject to the customer performing any obligation of their tenancy or remedying any breach of their tenancy. Except in exceptional circumstances (which include where we think an exchange would be in our interests), consent

¹ The Board decided to retain control over all aspects of this policy, save for factual updating

for customers with a debt will be given subject to them clearing their debt in full.

7. Where permission is given, exchanges will be carried out in accordance with our Tenancy Policy:

7.1 Mutual exchanges between two periodic assured customers or a periodic assured customer and a secure customer will be by way of assignment, whereby each customer takes over the tenancy of the customer with whom they exchange.

7.2 Mutual exchanges between a fixed term customer and a periodic assured or secure customer will be by way of surrender and grant of a new tenancy. The assured or secure customer will be granted a new periodic assured tenancy and the fixed term customer will be granted a new fixed term tenancy of no less than two years and no more than five years.

7.3 Mutual exchanges between two fixed term customers will generally be by way of assignment. However, where one customer has less than two years remaining on their fixed term tenancy, the exchange will be by way of surrender and grant of a new fixed term tenancy. Each new tenancy will be of no less than two years and no more than five years.

8. The following customers do not have the right to undertake a mutual exchange:

8.1 Periodic assured shorthold customers.

8.2 Starter customers, within the first 12 months of the tenancy or during any extension period.

8.3 Demoted assured shorthold customers.

8.4 Customers whose home is involved in a planning agreement and there is a covenant restricting who can live in the home which would be breached if the exchange were to take place.

Summary of grounds for refusing consent to a mutual exchange

1. Where a possession order has been made against the customer or the person with whom they intend to exchange.
2. Where court proceedings either for possession, a demotion order, an injunction to restrain anti-social behaviour, or for an anti-social behaviour order, have been commenced against the customer or the person who they intend to exchange, or a notice seeking possession has been served on the customer or the person who they intend to exchange.
3. Where the accommodation in the customer's home is substantially more extensive than is reasonably required by the person who they intend to exchange with.
4. Where the extent of the accommodation afforded by the customer's home is not reasonably suitable to the needs of the person who they intend to exchange with.
5. Where the customer's home:
 - 5.1 Forms part of or is within the grounds of a building which we hold mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation.
 - 5.2 Was let to the customer or their predecessor in title because the customer or their predecessor was employed by us, a local authority, a new town corporation, a housing action trust, an urban development corporation, or the governors of an aided school.
6. Where the person with whom the customer wishes to exchange is not a charitable beneficiary and their occupation of the customer's home would conflict with our charitable objectives.
7. Where the customer's home has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the customer's home, and if the exchange were to take place there would no longer be such a person residing in the home.
8. Where the customer's home is one of a group of homes which we normally let to people with special needs and a social service, or special facility is provided in close proximity to the group of homes to assist people with those special needs and if the exchange were to take place there would no longer be a person

with those special needs residing in the home.