



MUTUAL EXCHANGE POLICY

Approved by Director: 1/10/25

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1. INTRODUCTION

- 1.1 The Association's Allocations Policy clearly sets out the principles, objectives and performance standards that we strive to achieve in our assessment of housing applications and allocation of properties. However, the Association recognises this may not always be the most appropriate way of meeting housing need, due to e.g. lack of priority or limited availability of accommodation for particular applicants.
- 1.2 Calway Housing Association's tenants have a right to a mutual exchange (as do all Scottish Secure Tenants), subject to the landlord's consent, which will not be unreasonably refused. Mutual exchanges may occur when two tenants agree and their respective landlords agree to their swapping homes. Landlords must respond to such a request within 28 days of its receipt, otherwise permission will be deemed to have been granted.

2. AIMS AND OBJECTIVES

- 2.1 To clarify the policy regarding mutual exchanges and ensure consistency in dealing with such applications.
- 2.2 To assist our tenants, or tenants of other landlords, to move either within, into or out with the Association's area of management.
- 2.3 To assist other landlords where possible, in their efforts to address housing need.
- 2.4 To comply with legislation and good practice guidance and make best use of the housing stock by promoting tenants' rights such as the right to exchange homes.
- 2.5 Maximise opportunities by offering applicants comprehensive advice and information concerning their housing options.

3. EQUAL OPPORTUNITIES

- 3.1 In dealing with mutual exchanges, the Association is committed to ensuring that no person wishing to move home is treated less favourably than any other person because of their age, disability, gender reassignment, marriage or civil partnership (in employment only), pregnancy and maternity, race, religion or belief, sex, sexual-orientation.

4. CRITERIA

- 4.1 The Association will generally consent to a mutual exchange, so long as the following criteria are applied, unless there are extenuating circumstances that are accepted by the Association.

- 4.2 Application must have been made to the Association and other respective landlord and written approval received from both, before any exchange takes place.
- 4.3 Where the Association tenant is in arrears of rent or other related charges, of an amount that is more than one month's rent and they do not have a repayment arrangement in place to which they have been adhering for at least 3 months, their application for mutual exchange may be suspended for three months. After this period the case will be reviewed again if both parties still wish to proceed with a mutual exchange. If the tenant has been adhering to an acceptable repayment plan for the full 3 months, their application may be accepted and processed. However, they will be required to sign a declaration confirming that they will continue with the arrangement until the balance is cleared.
- 4.4 Each case will of course be considered on its merits and where a suspension is applied, the applicant will be advised in writing of the reasons for the suspension, the period involved and the circumstances under which the suspension may be lifted. Every suspension will be reviewed after the qualifying period. If the problem being monitored has not been addressed by the end of this period, the application may be cancelled or a further suspension applied, and the applicant notified of the decision in writing. Otherwise, the application will be reinstated onto the mutual exchange list.
- 4.5 The tenant should have no outstanding repairs to their property or garden for which they are liable. Following receipt of an application for mutual exchange, Property Services Staff will inspect the property and advise that any outstanding repairs which are the responsibility of the tenant will require to be carried out to the satisfaction of the Association before any consent to exchange is granted. If the tenant has responsibility for a garden, this must also be of an acceptable standard, before any mutual exchange takes place.
- 4.6 Where any fixtures have been added, e.g. satellite dishes in garden areas, these should be removed and the area made good to the satisfaction of the Association, before any mutual exchange takes place, unless the incoming tenant agrees to their being retained and signs a declaration to accept full responsibility for such fixtures.
- 4.7 If the tenant has carried out any alterations to the property that have not been authorised by and are not acceptable to the Association, these must be removed and/or reinstated by the tenant, to meet the required standard. If the tenant is unable to arrange this, the Association may carry out these works on their behalf if the cost of rectification is paid in advance.
- If the property has alterations which the Association accept, and the incoming tenant is accepting these changes then a Confirmation Letter must be signed by both the tenant and the Housing Officer. This letter will state that should any non-standard fittings require to be replaced, then this will be fitted with a standard fitting and not like for like.
- 4.8 Where the tenant has carried out any improvements to the property for which permission has been granted, e.g. new bathroom suite, these should be assessed in terms of cost, length of time in situ, availability of receipts, etc and any eligibility for compensation paid in accordance with the Right to Compensation for Improvements Policy.
- 4.9 There must be no other breaches of tenancy for which a "live" Notice of Proceedings (NOP) has been served, or where a "live" order for recovery of possession of the property has been made.

- 4.10 The Association will not incur any expense in connection with granting a mutual exchange other than normal repairs that fall within its responsibility (ie; Safety checks).
- 4.11 Where an applicant is not a Calvay Housing Association tenant, a satisfactory tenancy report must be obtained from the relevant landlord. A member of the Housing Team may also carry out a home visit to the other applicant, unless they live some distance away, in which case the home visit may be carried out by the other landlord on Calvay's behalf.
- 4.12 The Association must also be satisfied that the mutual-exchange would not result in there being any under-occupation or overcrowding of the property by the incoming tenant. The criteria for determining the size of property that would be acceptable to the Association is as outlined in our Allocations Policy.
- 4.13 Where the property has been designed or adapted for a person with a disability and the other party does not require such adaptations, then this may be grounds for refusal.
- 4.14 Tenant (CHA) has been in their home for at least one year, except where there are exceptional circumstances. This will be at the discretion of the Senior Housing Officer / Operations Manager.

5. ASSESSMENT

- 5.1 If the criteria cannot be fulfilled and the mutual exchange cannot therefore proceed, both parties will be informed of this in writing and of the reasons for refusal within 28 days of receipt of application.
- 5.2 If the mutual exchange is granted, the Housing Officer will inform both parties and arrange an accompanied viewing for the exchanging parties, within one week of the decision being made
- 5.3 It must be made clear to the exchanging parties that the property is accepted as seen and the Association will not be responsible for any decoration, etc.
- 5.4 Once the viewing has been carried out, a date of entry can be mutually arranged between both parties and their respective landlords. within 28 days of the decision being made.

However, should any issues arise from the EICR and Gas Safety Check which is carried out prior to the incoming tenant moving in, then the Date of Entry will be reviewed accordingly.

- 5.5 The other landlord must be kept informed at all stages of this procedure.

6. APPEALS

- 6.1 If the applicant disagrees with the outcome of their application, they should appeal to the Operations Manager/Senior Housing Officer in writing, in the first instance within 28 days of the decision letter.

- 6.2 The Operations Manager / Senior Housing Officer will provide the complainant with a copy of the Association's Complaints Policy and Procedures and execute the appropriate procedure therein.
- 6.3 The applicant should also be advised of their final right of appeal to the Scottish Public Services Ombudsman.

7. EQUAL OPPORTUNITIES

The Association will consider its responsibilities under the Equality Act 2010 and its equality and diversity policy when implementing this policy.

8. GENERAL DATA PROTECTION REGULATION (GDPR)

The Association will comply with the Data Protection Act 2018 and the General Data Protection Regulation in relation to all personal information held.

The GDPR includes the following rights for individuals:

- What personal data we hold about them;
- The purposes of the processing
- The categories of personal data concerned
- The recipients to whom the personal data has/will be disclosed
- How long we intend to store your personal data for
- If we did not collect the data directly from them, information about the source
- The right to have incomplete or inaccurate data about them corrected or completed and the process for requesting this
- The right to request erasure of personal data (where applicable) or to restrict processing in accordance with data protection laws, as well as to object to any direct marketing from us and to be informed about any automated decision-making that we use
- The right to lodge a complaint or seek judicial remedy and who to contact in such instances

If a tenant/former tenant wishes a copy of relevant personal information which the association holds about them, subject access requests can be requesting in writing to the Association and we will respond within one month of this request. Further information regarding how we process your data can be found on our website along with a Subject Access Template.

8. REVIEW OF POLICY

- 8.1 The policy will be reviewed three years from the date of approval, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards.

Cross Reference Policies: -

Allocations Policy

Right to Compensation Policy

Alterations and Improvements Policy

Complaints Policy

Void Management Policy

Equal Opportunities Policy