



## **MUTUAL EXCHANGE POLICY**

### **Sub-Policy of the Common Allocations Policy**

**Date of Meeting: Dec 2021**

**Review Date: Dec 2024**

## **CONTENTS**

## **PAGE NO**

1.	Introduction	3
2	Aims and Objectives	3
3.	Equal Opportunities	3
4.	Criteria	3
5.	Assessment	5
6.	Appeals	5
7.	Review of Policy	5

## **1. INTRODUCTION**

- 1.1 The Association participates in a Common Housing Register and a Common Allocations Policy, with 3 other local landlords, namely Easthall Park Housing Co-operative, Gardeen Housing Association and Lochfield Park Housing Association. The Common 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 Calvay 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.
- 1.3 All applications and noted in the Mutual Exchange book which is available to view.

## **2. AIMS AND OBJECTIVES**

- 2.1 To clarify the policy and procedures 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, following which a further review will be carried out. Where an acceptable agreement has been adhered to, the tenant would be required to sign a declaration confirming their agreement to continue to adhere to this arrangement following re-housing.
- 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 and recharge the tenant accordingly.
- 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 Notice of Proceedings (NOP) has been served, or where an 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.

- 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 Property Services 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 the Main Common Allocations Policy.
- 4.13 Where the property has been designed or adapted for a person with special needs and the mutual exchange would result in there no longer being a person with such special needs occupying the house, this may be grounds for refusal.

## **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.
- 5.2 If the mutual exchange is granted, the Property Services Officer will inform both parties and arrange an accompanied viewing for the exchanging parties.
- 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.
- 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 Property Services Manager/Senior Property Services Officer in writing, in the first instance within 28 days of the decision letter.
- 6.2 The Property Services Manager / Senior Property Services 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. REVIEW OF POLICY**

- 7.1 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.

