



## **Policy**

## **Mutual Exchange**

## **Landlord Services April 2025**

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## **1. Purpose**

This policy explains the following;

- The rights of residents who have a secure tenancy with the Royal Borough Kingston upon Thames (RBK) to swap their home with another RBK secure tenant, another Council or Housing Association.
- Provide residents with the eligibility criteria before a mutual exchange can be agreed.
- How the Council will support residents throughout the process.
- Set out and explain the grounds for refusing a mutual exchange.
- How the Council will actively promote mutual exchange so residents can move to a home which best meets their needs and household size.
- Mutual exchange is of benefit to residents as it is not based on priority level on the Housing Register.

### **1.1 Scope**

This policy applies to all Kingston Council's tenants who have a secure tenancy and anyone applying to become a RBK tenant via way of mutual exchange. This includes:

- A tenant of Royal Borough Kingston upon Thames or another local authority or ALMO acting on the local authority's behalf;
- A tenant of a registered social housing provider (housing association)
- A tenant of a charitable housing trust

### **1.2 In implementing this policy RBK will:**

Comply with relevant legislation, and meet its responsibilities and duties as a landlord by complying with the Regulator for Social Housing's Regulatory Framework for Social Housing in England;

## **2. Legal Framework**

This policy is underpinned by:

- Housing Act - 1985
- Localism Act 2011
- The Landlord and Tenant Act 1985
- Equalities Act 2010
- The Social Housing (Regulation) Act 2023
- Consumer Standards Code of Practice April 2024 issued by the Regulator of Social Housing under section 195(1) of the Housing and Regeneration Act 2008 (as amended)

### **2.1 Policies which should be read in conjunction with this policy**

- RBK Tenancy Management Policy 2025
- Aids and Adaptations Policy 2025
- Housing Allocations Policy 2024
- Anti-Social Behaviour Policy

- Rent Collection Policy
- Repairs Policy

**2.2** The law relating to mutual exchanges is contained within the Housing Act 1985. The Housing Act 1985 outlines that every secure tenancy allows the tenant, with the consent of the landlord, to assign the tenancy to another secure or assured tenant who has the written consent of their landlord.

**2.3** If a person receives a tenancy by succession, whether that be by the death of a tenant or assignment, and later moves under mutual exchange, their status as a successor still stands. Therefore, the tenancy cannot be passed on to another successor as the law allows only one succession.

### **3. Definitions**

**3.1** A mutual exchange is when two or more social housing tenants swap homes with the permission of their respective landlords ( i.e. Local Authority, ALMO or Housing Association)

**3.2** Mutual exchanges offer residents the opportunity to choose a new home in their desired location in the United Kingdom that best meets their needs.

**3.3** Mutual exchanges is a viable option for residents who are no longer eligible to join the Housing Register for a transfer through the Allocations Policy.

**3.4** Mutual exchange provides residents with the option to choose where they want to live.

### **4. Policy Statement**

**4.1** This policy will ensure that all mutual exchange enquiries and applications are dealt with fairly and consistently.

**4.2** All employees of the Royal Borough Kingston upon Thames (RBK) and residents are clear on the legal framework and process that the Council must follow when considering a mutual exchange application.

**4.2** The policy sets out the reasons why an application may be refused, and how this decision can be challenged.

**4.3** The policy sets out the support which residents can expect throughout the process.

### **5. Right to Exchange**

**5.1** The right to exchange is dependent on the type of tenancy agreement that is held by the residents wishing to go through the process.

**5.2** Any RBK tenant with a secure tenancy (excluding those with introductory tenancies) has the right to apply for a mutual exchange with another local authority or registered social landlord tenant

**5.3** Any RBK resident who resides within our Housing for Older People Schemes (formally known as sheltered housing accommodation) can only apply for a mutual exchange with another local authority or registered social landlord tenant who also resides in a Housing for Older People Scheme / sheltered accommodation.

**5.5** RBK tenants who are currently in the introductory period of their secure tenancies cannot apply for a mutual exchange

**5.6** RBK tenants who are temporarily decanted to a temporary address cannot apply for a mutual exchange at that address but may have the right to apply for a mutual exchange at their permanent address

**5.7** Leaseholders and Shared Owners cannot apply for a mutual exchange

**5.8** Use in Occupation tenants cannot apply for a mutual exchange

**5.9** Tenants of other social housing providers are not able to apply for a mutual exchange if they hold the following tenancies:

- Starter or Probation Tenancy
- Assured Shorthold Tenancy (AST)
- Licence
- A periodic AST as a result of a break notice being issued on a fixed term tenancy or where a new tenancy has not been signed at the end of a fixed term

## **6. Types of Mutual Exchanges**

**6.1** Mutual exchanges can be carried out in one of 2 ways:

- **Through Assignment** - This is where tenancies are swapped at the same time homes are exchanged. The incoming tenant takes on the rights and responsibilities of the outgoing tenant and both will have tenancies with a similar security of tenure. No new tenancy is created. Each tenant will sign a 'Deed of Assignment'.
- **Through surrender and re-grant** - This is used in circumstances where a mutual exchange application involves one social housing tenant with a tenancy that was granted before 1st April 2012 and one whose tenancy was granted on or after 1st April 2012 and the security of tenure is different. The tenancies are surrendered and re-granted to offer a similar security of tenure at the new property.

The Table below indicates when a Mutual Exchange by Assignment or by Surrender and re-grant takes place:

Tenant 1 (Tenure Type)	Tenant 2 (Tenure Type)	Type of Mutual Exchange	Exceptions
Secured/Assured	Secured/Assured	Via Assignment	
Secured/ Assured (pre 2012)	Secured/Assured(post 2012)	Via Surrender and Re-grant	

**6.2** In circumstances where a tenant has inherited their tenancy by succession or it has been legally transferred to them by way of assignment from a family member, the succession rights follow the tenant and do not remain with the tenancy i.e. a tenant who is a successor under the original tenancy will remain a successor in their 'new' tenancy following mutual exchange, whichever method of exchange is used.

**6.3** A Mutual Exchange also counts as an assignment .

**6.4** Assignment via a mutual exchange will not increase your succession rights.

**6.5** Existing tenants will only be able to retain their current level of security once (not necessarily for subsequent exchanges) as any further tenancy would have commenced after 1 April 2012 and would not be bound by the same requirements under the Localism Act 2011.

**6.6** An RBK tenant with a secure tenancy which began before 1 April 2012 who exchanges with a fixed term council or housing association tenant from another council or housing association, should get another lifetime tenancy.

**6.7** An RBK tenant with a secure tenancy which began on or after 1 April 2012 who exchanges with a fixed term council or housing association tenant from another council or housing association, could lose their lifetime tenancy.

## **7. Conditions for Mutual Exchanges to take place**

**7.1** Consent must be obtained from Kingston Council (RBK) and all other landlords before a mutual exchange can take place.

**7.1.1** In the event that a mutual exchange occurs without our knowledge or consent, the occupants will be treated as unauthorised and legal action to repossess the property may be taken.

**7.2** Where the exchange is with a tenant from another landlord, RBK will only approve a mutual exchange on receipt of confirmation in writing from the other landlord that they have

consented to the exchange and where a tenant has completed a RBK reference and there are no obvious grounds to refuse an exchange.

**7.3** Where a tenancy is in joint names, a mutual exchange will not be approved unless both tenants have completed and signed the mutual exchange application form.

**7.4** The applicants of a mutual exchange must be applying under their own free will, having found a suitable property match. They must not have been coerced or forced into making such an application and neither should any money or other form of recompense be offered or take place.

**7.5** The Council may agree not to impose conditions in circumstances where a tenant is moving to smaller accommodation, is fleeing domestic abuse, or has been the victim of serious antisocial behaviour or harassment.

**7.5** RBK will ensure that the Household information on the application form matches household data on Councils systems. If not, RBK will update its records accordingly to assist with a smooth transition.

**7.6** The Council will refuse an exchange where statutory overcrowding would occur. Overcrowding occurs where the number of persons exceeds the standards set out in the Housing Act 1985. The overcrowding standard in the Act is generous because it assumes living rooms and dining rooms can be used as bedrooms and the Council will need to carefully consider such applications. If the exchange will result in the permitted number of persons allowed being exceeded, but the property is not overcrowded according to the standard laid down in the Housing Act 1985, the property will not be legally overcrowded. If the Mutual Exchange Officer has concerns as to whether the property will in practice be large enough for the tenant, these will be discussed with the Lead Officer, Tenancy management.

**7.7** Residents with disabilities whose property has been adapted may wish to exchange to a property without adaptations. Provided that the Council is satisfied that the adapted property will be occupied by a person in need of such accommodation and Occupational Therapy confirms the outgoing tenant will not face any significant implications from the move, then the exchange may be approved subject to all other matters being satisfactory. This request will require the consent of the Aids and Adaptations Surveyor.

**7.8** Tenants with disabilities whose property has been adapted may not be granted permission to exchange to a non-adapted one if they require the Council to carry out major adaptations.

**7.9** Tenants must not move home without the written permission of all landlords involved or before the Deed of Assignment has been signed. Failure to comply may result in parties losing their homes, and the Council will have no duty to re-house tenants.

**7.10** Applications for mutual exchange will not be considered from residents with a non - secure tenancy.

**7.11** You can only move into a property with one more bedroom than you require.

## **8. The Mutual Exchange**

**8.1** Mutual exchange application form is downloadable from the Councils website. If the tenancy is a joint tenancy, both parties need to sign the application form.

**8.1.1** The Council will be implementing Swaptracker in the coming months, which is an online platform for residents to make online applications and track their mutual exchange application and progress. As the Council remains committed to the Equalities Act 2010, the Council will retain the use of paper applications for residents who are unable to access Swaptracker online.

**8.2** Residents are encouraged to sign up for tenancy exchange websites. RBK has subscriptions with;

- Homeswapper
- House Exchange

Please note, there may be registration fees.

**8.3** Both parties must complete the application form which should be sent in together. If you are a Housing Association resident, you should speak with your housing provider on how to apply and obtain consent.

**8.4** A letter acknowledging receipt of your application to exchange will be sent within 5 working days.

**8.4.1** Your Housing officer will complete a property inspection of your home within 5 days of Business Support requesting a property inspection. The inspection will consist of;

- Checking the condition of your home.
- Note any repairs or outstanding remedial works required prior to the exchange being agreed.
- Tenant Improvements will be noted.
- Checking all fire doors are in situ
- Unauthorised alterations will be noted i.e. partition walls to create an extra bedroom

**8.4.2** Your housing officer may request an additional home inspection from a Surveyor if unauthorised alterations have been identified.

**8.4.3** RBK residents will be required to remove unauthorised alterations prior to consent being provided. Your housing officer will reinspect the property and confirm this has been rectified.



**8.4.4** The incoming tenant must sign a disclaimer for any nonstandard fixtures and fittings and items which will remain in the property. A list should be provided to the Housing Officer prior to the assignment taking place.

**8.5** Any damage caused by the outgoing tenant will become the responsibility of the incoming tenant and will need to be repaired at their own expense. This includes the clearance of rubbish from the property, garden, store shed or garage if applicable. This will be advised at the assignment appointment by the housing officer.

**8.6** The Council will only carry out normal repairs for which it is responsible. These repairs are specified in the Council's Housing Repairs Policy.

**8.5** RBK must grant or refuse the exchange within 42 days of receiving the applications from all parties to the Mutual Exchange; failure to do so will result in the exchange being agreed.

**8.6** The Council will store applications which are approved and refused.

**8.7** As part of the exchange process the Council will complete EICR Electrical Inspection Condition Report (EICR), Landlord Gas Safety Record (LGSR) in your home.

**8.8** All exchange partners are advised to visit the home they are intending to move to, to ensure they are aware what fixtures and fittings will remain and those that will be taken.

**8.9** Provided there are no grounds for refusal, consent shall be notified to all parties. Should grounds for refusal apply or conditional consent be given, this decision will also be notified in writing to both parties and any other landlords within 42 days.

**8.10** Both parties should be available for the assignment or surrender and re-grant of tenancy to take place and as far as reasonably possible, the surrender of tenancies should occur on the same day.

**8.11** The Housing Officer will provide information on Housing Floating Support, Financial Inclusion Team, Department for Work and Pensions (Claimants of Universal Credit), Housing Benefit and advocacy services at the assignment. If referrals are required your housing officer will complete this. Advocacy services are supplied in appendix 3.

**8.11.1** Where a resident is moving into a property with one more bedroom than needed, they may be subject to Bedroom Tax. The Housing Officer will explain the impact of this and make a referral to the Welfare Reform Team if appropriate.

**8.12** Incoming residents with pets, will be provided a copy of [Pet Policy RBK Housing](#) and asked to make an application to keep their pet.

**8.13** Where there are changes to your tenancy type or rental liability, you will be notified in writing when approval is given.

**8.14** Your Housing Officer will visit the incoming tenant 6 weeks after they move into their new home to check if everything is satisfactory.

## **9. Grounds for Refusals**

**9.1** Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 sets out the only grounds on which RBK may withhold its consent to an exchange. Reasons for refusal are set out below:

- The tenancy is subject to a court order.
- The tenancy is subject to a current notice of seeking possession.
- Legal action has been taken against the tenant because of anti-social behaviour or the matter is waiting to be heard before the Courts.
- The property the tenant wishes to move to is too large for their needs. The suitable size for a tenant's need is outlined in the [Royal Borough of Kingston upon Thames Housing Allocations Scheme 2024](#)
- The property the tenant wishes to move to is too small for their needs.
- The property was let because of employment and forms part of, or is in the grounds of a non-housing building.
- The property is adapted for a person with disabilities and the exchange would mean that a person with disabilities would no longer live in the home. As outlined in the RBK Aids & Adaptations Policy.
- The property is Housing for Older People accommodation, and the exchange would result in no one with the relevant needs being in occupation.

**9.2** The Council has a maximum of 42 days from receipt of the mutual exchange application to provide the resident with a decision confirming their application has either been accepted or refused.

**9.3** The Council must set out the reasons for the refusal within the letter with the appropriate grounds listed above, if the grounds have not been advised within 42 Days the exchange can proceed.

**9.4** The Council has the right to attach reasonable conditions, which would need to be met before the exchange could proceed. Such as;

- Repaying outstanding rent
- Store sheds/ garden sheds are cleared before the incoming resident moves in.
- Repairs agreed to be carried out before the exchange are completed prior to the exchange date.
- Missing doors & Fire doors are reinstated if they have been removed.
- Other debts such as former tenant arrears, court costs or rechargeable repairs to be repaid.
- Unauthorised alterations to be remedied.
- Damage to your home or poor conditions within your home to be remedied.

**9.5** Appendix 1 & 2 outline the grounds for refusal in Schedule 14 Localism Act 2011 (for tenancies created after 1 April 2012) and Schedule 3 Housing Act 1985 (for tenancies created before 1 April 2012)

## **9.6 How to Challenge a refusal decision**

**9.6.1** Residents can make a complaint to the Lead Officer, Tenancy Management via email or in writing.

**9.6.2** If a resident remains unhappy, they will be directed to make a complaint via the Council's website:

<https://www.kingston.gov.uk/council-democracy/feedback-complaints-compliments>

**9.6.3** Once the complaints process has been exhausted, the resident will be directed to the Housing Ombudsman.

## **10. Timescales**

**10.1** 42 Days Statutory Response Time following an Application.

**10.2** 15 Working Days for the tenant to respond to a refusal with a request to appeal

## **11. Mutual Exchange with arrears**

**11.1** Residents with arrears will be referred to the Financial Inclusion Team to assist with Welfare Benefit Advice/ debt management to ensure that income is maximised.

**11.2** Residents are encouraged to discuss their wish to exchange their home with their housing officer as soon as possible. If there are arrears this can be addressed as soon as possible to avoid delays.

**11.3** Whilst rent arrears do not prevent a tenant's registration for an exchange, landlord approval to undertake the exchange is required. Normally landlords refuse permission where the resident wishing to exchange is 8 weeks in arrears or a Notice of Seeking Possession has been served.

**11.4** Discretion will be applied for applicants with less than 8 weeks rent arrears who are:

- Seeking an exchange to a smaller property where the exchange will remove the underoccupation charge.
- Survivors of domestic abuse or other forms of anti-social behaviour where the Antisocial Behaviour Specialist and/or agencies such as Achieving for Children, Police or other healthcare providers support the application.

**11.5** Agreement to exchange with arrears will be refused where;

- A Possession Order exists
- There are other tenancy breaches, not just rent arrears.
- The Arrears are more than 8 weeks and previous repayment plans have been breached.

- The resident who is under occupying and the exchange is to a similar size property and therefore does not remove the impact of Bedroom Tax.

## **12. Equality and Diversity**

12.1 The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.

12.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.

12.3 The legal framework for the Council's approach is provided by the Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminate discrimination, harassment, victimisation and to advance equality of opportunity and foster good relations between people with differing characteristics.

## **13. Monitoring and Reviewing**

**This policy will be reviewed in conjunction with the procedure every three years, or when legislative or regulatory changes take place that could affect it. The next review will take place by: April 2028**

## **Appendix 1**

### **Schedule 3 of the Housing Act 1985 (Grounds on which an Exchange can be refused)**

**Ground 1:** The tenant or proposed exchange partner has a possession order outstanding against them, whether or not it has already come into force.

**Ground 2:** The tenant or proposed exchange partner has outstanding possession proceedings against them, or a notice of seeking possession is still in force. This only applies if one or more of possession grounds 1 - 6 apply:

- breach of tenancy conditions or rent arrears,
- nuisance or annoyance to neighbours or immoral/illegal use of the property,
- damage to property
- false application
- sale of previous exchange tenancy (or bribe)

**Ground 3:** The incoming tenant would substantially under occupy the property.

**Ground 4:** The extent of the accommodation is not reasonably suitable to the needs of the incoming tenant (this could be wider than statutory overcrowding and could include such things as layout, room size or level).

**Ground 5:** The property is mainly non-housing, used for non-housing purposes, or is in a cemetery, and was previously tied accommodation while the tenant was employed by the landlord or another specified body.

**Ground 6:** The landlord is a charity and the incoming tenant's occupation of the property would conflict with the objects of the charity (note that it is the objects of the charity, not its allocations policy, which is material).

**Ground 7:** The dwelling has substantially different features from ordinary dwellings, and is designed for the physically disabled, and if the exchange occurred, there would not be anyone disabled living there.

**Ground 8:** If an association or housing trust lets its houses only to those whose circumstances (other than financial) make it difficult for them to find accommodation, and if the exchange occurred, there would no longer be such a qualifying person living there.

**Ground 9:** The house is one of a group, which it is the practice of the landlord to let to those with special needs, and a social service or special facility is provided for them (e.g. sheltered housing) and, after the exchange there would not be such a person living there.

## **Appendix 2**

### **Schedule 14 of the Localism Act 2011 (Grounds on which a Mutual Exchange can be refused i.e. under Section 158.**

**Ground 1:** This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

**Ground 2:** This ground is that an obligation under one of the existing tenancies has been broken or not performed.

**Ground 3:** This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

#### **Ground 4:**

(1) This ground is that either of the following conditions is met.

(2) The first condition is that—

(a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and

(b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).

(3) The second condition is that—

(a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and

(b) the notice specifies one or more of those grounds and is still in force.

#### **Ground 5:**

(1) This ground is that either of the following conditions is met.

(2) The first condition is that—

(a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and

(b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)

(3) The second condition is that—

(a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and

(b) the notice specifies one or more of those grounds and is still in force.

#### **Ground 6:**

(1) This ground is that either of the following conditions is met.

(2) The first condition is that a relevant order or suspended Ground 2 or 14 possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.

(3) The second condition is that an application is pending before any court for a relevant order, a demotion order or a Ground 2 or 14 possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.

(4) In this paragraph—

- a "relevant order" means—

- (a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),

- (b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),

- (c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),

- (d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998, or

- (e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003;

- a "demotion order" means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;

- a "Ground 2 or 14 possession order" means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.

#### **Ground 7:**

This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

#### **Ground 8:**

This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of;

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and

- (b) the family of that tenant or those tenants.

#### **Ground 7:**

This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

#### **Ground 8:**

This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of;

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and

- (b) the family of that tenant or those tenants.

#### **Ground 9:**

(1) This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

- (2) The first condition is that the dwelling-house
- (a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord
  - (i) is held mainly for purposes other than housing purposes, and
  - (ii) consists mainly of accommodation other than housing accommodation,
- or
- (b) is situated in a cemetery.
- (3) The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of;
- (a) the landlord under the tenancy,
  - (b) a local authority,
  - (c) a development corporation,
  - (d) a housing action trust,
  - (e) an urban development corporation, or
  - (f) the governors of an aided school.

**Ground 10:**

This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

**Ground 11:**

- (1) This ground is that both of the following conditions are met.
- (2) The first condition is that the dwelling-house proposed to be let on the new tenancy has features that;
- (a) are substantially different from those of ordinary dwelling-houses, and
  - (b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling house.
- (3) The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.

**Ground 12:**

- (1) This ground is that both of the following conditions are met.
- (2) The first condition is that the landlord is a housing association or housing trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.
- (3) The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

**Ground 13:**

- (1) This ground is that all of the following conditions are met.



(2) The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.

(3) The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.#

(4) The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house.

**Ground 14:**

(1) This ground is that all of the following conditions are met.

(2) The first condition is that—

(a) the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and

(b) at least half the members of the association are tenants of dwelling houses subject to the agreement.

(3) The second condition is that at least half the tenants of the dwelling houses are members of the association.

(4) The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.

(5) References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A (6) of the Housing and Regeneration Act 2008.

### **Appendix 3**

Throughout the mutual exchange process you can appoint a family member or a friend to advocate on your behalf. This request will be made in writing, If this is not possible, your Housing Officer can refer you to an external advocacy services such as:

- Kingston Housing Floating Support
- Citizens Advice Bureau (CAB)
- Kingston Advocacy Service
- Migrant Advocacy Service (MAG)
- Refugee Action Kingston (KAG)
- Kingston Carers Network (voice for young carers)
- Grace Advocacy Service

This list is not exhaustive and other agencies and organisations who can support are listed under the connected Kingston website [www.connectedkingston.uk](http://www.connectedkingston.uk)

