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COUNCIL**  
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# Mutual Exchange Policy

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March 2026

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Housing Services

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Stroud District Council  
Ebley Mill  
Stroud  
GL5 4UB

Email: [customer.services@stroud.gov.uk](mailto:customer.services@stroud.gov.uk)  
Website: <https://www.stroud.gov.uk/>  
Telephone: 01453 766321

<b>Document Responsibility</b>		
<b>Name</b>	<b>Document title</b>	<b>Service</b>
Tenant Relationship Manager	Mutual Exchange Policy	Housing Service

<b>Document Version Control</b>			
<b>Date</b>	<b>Version</b>	<b>Issued by</b>	<b>Summary of changes</b>
October 2025	V0.1	Michelle Elliott	First draft
March 2026	V0.2	Michelle Elliott	Final draft following feedback

<b>Policy Review</b>			
<b>Updating frequency</b>	<b>Review date</b>	<b>Person responsible</b>	<b>Service</b>
4 years unless required earlier	March 2030	Tenant Relationship Manager	Housing Service

<b>Document Review and Approvals</b>		
<b>Name</b>	<b>Action</b>	<b>Date</b>
Housing Committee	Adopted	17 March 2026

# 1 INTRODUCTION

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## 1.1 Introduction

- 1.1.1 A social housing mutual exchange is a process where two or more tenants of a social housing landlord, such as council or housing association, agree to swap their homes with each other. Both tenants must have permission from their landlords, and the exchange is subject to checks like tenancy conditions and property suitability.
- 1.1.2 Mutual exchange is a process which enables tenants to move without going through the standard housing allocation process and can ensure households move to properties that better meet their needs, such as moving closer to family, schools or employment, or to downsize or to a property with more suitable features.

## 1.2 Policy Objectives

- 1.2.1 To explain how Stroud District Council's (SDC) Housing Service will deal with mutual exchange requests from tenants.
- 1.2.2 SDC is keen to promote mutual exchange as a way of encouraging and promoting tenant mobility. We will do this by:
- Informing tenants of their right to exchange in the tenancy agreement, and tenant handbook.
  - Provide an opportunity for tenants to move to social housing anywhere in the country without needing to go through the Homeseeker Plus choice based lettings (CBL) system, especially where they do/would not have a high priority for a move;
  - Promote mutual exchanges as a method to enable tenants to choose a home in the area they wish to live in.
  - Provide advice and assistance for those carrying out an exchange.
  - Facilitating access to an online mutual exchange register.

## 1.3 Policy Aims

- 1.3.1 The key aims of this policy are to:
- Provide a framework to ensure that mutual exchanges are carried out efficiently and fairly in full compliance with legislation and the tenancy agreement.
  - Support the Government's nationwide social home swap programme to give tenants a wider choice in where they want to live.
  - Minimise costs to SDC through a comprehensive inspection and approval process prior to and upon exchange taking place.
  - Encourage the use of mutual exchanges so SDC will achieve the best utilisation of stock while minimising the risks of inappropriate moves.

## 1.4 Who the Policy Covers

- 1.4.1 This policy covers SDC social housing tenants, including all those on secure tenancies living in general needs and Independent Living housing stock.
- 1.4.2 The policy does not cover tenants with introductory tenancies, licenses or those in temporary accommodation.

## **2 RELEVANT LEGAL AND REGULATORY INFORMATION**

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- 2.1 Schedule 3 of the Housing Act 1985 and Section 158 of the Localism Act 2011 (the Acts) set out the grounds under which a mutual exchange can be refused. The table at Appendix A shows what grounds apply under both of the Acts.
- 2.2 The Regulator of Social Housing's (RSH) Tenancy Standard requires social housing landlords to support tenants' ability to swap homes (mutual exchange) and provides a framework for how they should do this. In compliance with this framework, SDC:
- will provide details to eligible tenants to enable them to undertake a mutual exchange without payment of a fee
  - will publicise details of its preferred mutual exchange platform (HomeSwapper)
  - will provide support for accessing mutual exchange services to relevant tenants who might otherwise be unable to use them will, through this policy, offer tenants seeking to exchange information about the implications for tenure, rent and service charges.

## **3 TYPES OF EXCHANGE AND TENANCIES**

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3.1 Mutual exchanges are carried out in one of two ways:

- Through assignment
- Through surrender and re-grant of tenancies

3.2 Assignment is the swapping of tenancies at the same time as homes are exchanged. The incoming tenant will take on the rights and responsibilities of the tenant they have swapped with. This is used when those exchanging homes hold tenancies with a similar security of tenure.

3.3 Section 158, Localism Act 2011 provides that surrender and re-grant will take place where:

- at least one of the tenants who wishes to transfer has a secure or assured tenancy which commenced before the 1<sup>st</sup> of April 2012
- at least one of the tenants has a flexible tenancy or fixed term assured shorthold tenancy

3.4 Surrender and re-grant does not apply where a secure or assured tenant exchanges with:

- a tenant with a fixed term tenancy of less than two years
- an affordable rent tenant (the landlord can charge up to 80% of what it would cost if you were renting the property privately)
- an intermediate rent tenant (tenants who pay rent levels below the normal market rent level in that area, although rents are higher than what a tenant would normally expect to pay in social housing)
- a mortgage rescue tenant (typically where a housing association buys their property and rents it back to them as assured shorthold tenants)

3.5 Tenants who hold a lifetime (secure or assured) tenancy that was granted before the 1<sup>st</sup> of April 2012 have their security of tenure protected by law. Tenants who hold a secure or assured tenancy granted before this date therefore cannot swap tenancies (be assigned) with a fixed term or flexible tenant, though there are exceptions.

3.6 This legislative protection will not apply when a lifetime tenant chooses to exchange with a fixed term tenant on an affordable rent.

3.7 Secure or assured tenancies granted after the 1<sup>st</sup> of April 2012 will not retain security of tenure (not protected by s158, Localism Act 2011) if they exchange. A mutual exchange will take place by deed of assignment. If a secure or assured tenant wants to exchange with a fixed term tenant they lose their security of tenure.

3.8 The table below sets out whether an exchange by assignment or by surrender and re-grant will take place:

Tenant 1	Tenant 2	Mutual Exchange Assignment or Surrender and Re-Grant
Secure	Secure	Deed of Assignment
Secure	Assured	Deed of Assignment
Secure pre 2012	Flexible/Fixed Term	Surrender and re-grant – each tenant gets a new tenancy with the same or similar level of security they currently have
Secure pre 2012	Flexible/Fixed Term (affordable rent)	Deed of Assignment

#### **4 LANDLORD'S CONSENT TO EXCHANGE**

4.1 All those involved in the exchange must complete a mutual exchange application form which can be found at: <https://www.homeswapper.co.uk/>. For any tenants that are digitally excluded or need help accessing digital platforms a housing officer will be able to offer assistance.

4.2 Before SDC will proceed with the exchange a payment of £50 towards the electrical check and £50 for the gas check must be paid by the tenant.

4.4 This will be refunded to the SDC tenant if the exchange does not proceed and the cancellation of the exchange is not the fault of the tenants.

4.5 Once payment has been made and all completed forms have been received SDC will acknowledge the exchange and notify all the proposed exchange partners of the decision within 42 days.

4.6 SDC will not withhold consent for a mutual exchange on the grounds of under-occupation unless the incoming tenant will under-occupy the property by more than one bedroom.

4.7 When determining bedroom need SDC will follow Homeseeker Plus policy, which is in line with national guidance in relation to housing benefit applications, by allowing one bedroom for each of the following:

- A single adult
- A married or cohabiting couple
- A person aged 16 years or over
- Two children of the same sex and up to the age of 16 years old
- Two children up to the age of 10 years old regardless of their sex

4.8 An expecting couple or woman who is pregnant will be deemed to have a two bedroom need.

4.9 SDC will request a reference for the assignee from their landlord and consent will not be given until the reference is received.

## **5 SAFETY CHECKS**

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5.1 SDC will carry out a property inspection to ensure that the property is in a good state of repair. These inspections will include the following:

- Inspection by a maintenance team leader who will check the structure, fixtures and fittings in the property. Any changes, damage or fittings that are the tenant's responsibility and not up to SDC standards will have to be rectified before the exchange can proceed. In these instances a second visit would be arranged for the agreed works to be signed off by the maintenance team leader. Any problems found by this inspection that are the responsibility of SDC will be rectified by SDC.
- Electrical inspection
- An inspection will be carried out to determine the cleanliness of the property and garden and discuss items that are being left by the outgoing tenant for the assignee
- A gas check will be carried out on the day of the move with the gas being capped when the outgoing tenant moves out and re-instated and checked when the incoming tenant moves in

5.2 Safety certificates will be provided to new tenants for their own information and a copy held on SDC's asset management system.

5.3 SDC will require tenants to sign to accept liability for any non-standard alterations or installations and any items which tenants have agreed with each other to leave in the property.

5.4 Incoming tenants will be entitled to day-to-day repairs and included in any SDC upgrade programme.

5.5 Assignee tenants moving to both general needs and Independent Living accommodation who had claimed in their application that they had no need for an adapted property, who then apply for adaptations will not be considered for 12 months unless there are exceptional circumstances.

## **6 EXCHANGES WITHOUT CONSENT**

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6.1 If a tenant does not obtain SDC's written consent or the application to exchange was withheld or rejected, the exchange will be unlawful. Both tenants will be in the position of:

- having no legal interest in the tenancy at the property at which they are living;
- will be liable for the rent and other obligations of their original respective tenancies; and having lost their security of tenure because they are no longer occupying their original home as their only or main home.

6.2 In these instances the available options to SDC are to:

- Consider making the exchange legal by completing the new Tenancy Agreements or Deed of Assignment, and Licence to Assign forms retrospectively;
- Demand that both tenants return to their original homes; or terminate the tenancies by serving a Notice To Quit (NTQ) and without prejudice Notice of Seeking Possession (NOSP) on the original homes to seek possession of the properties.

## **7 RENT ARREARS**

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7.1 SDC can withhold consent to a mutual exchange because a tenant has rent arrears (including sundry debts and service charges) as laid out below:

- The tenant or proposed exchange partner has a possession order outstanding against them, whether or not it has already come into force.
- The tenant or proposed exchange partner has outstanding possession proceedings against them or a NOSP is still in force.

7.2 SDC will make it a condition of granting permission that any rent arrears need to be cleared before the exchange can proceed.

## **8 SUCCESSION**

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8.1 The right to succession is personal to the individual tenant and this right transfers with the tenant when they move in a mutual exchange. No new succession rights are created as a result of a mutual exchange and if the incoming tenant has previously succeeded to a tenancy no further successions would be permitted under the tenancy accepted with SDC. See the Tenancy and Estate Management Policy for further information on succession rights.

8.2 Assignment by way of mutual exchange does not count as a statutory succession.

## **9 PERMISSION FOR EXCHANGE**

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9.1 SDC will only give permission for an exchange to take place when the consent of all other landlords involved has been obtained and all the following requirements have been met:

- A satisfactory report has been received from landlords of other tenants involved in the exchange concerning tenancy conduct including rent payments, anti-social behaviour and property condition.
- The report addresses support needs the incoming tenant has.
- Agreement has been reached between landlords that the exchange may go ahead.

9.2 Once the agreement has been reached a letter of confirmation will be sent to all parties involved with the time and date for the completion of paperwork taking place.

9.3 The assignee tenant will receive the following information:

- Tenancy Agreement with confirmation of the tenancy they will be taking on
- Tenant's handbook (where applicable)
- Copy of the report from the Repairs & Maintenance Surveyor
- Copy of the electrical and gas reports
- Disclaimer form for items being left in the property by the outgoing tenant

## **10 DATA PROTECTION CONSIDERATIONS**

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10.1 Housing Services will share relevant information with third parties for the purposes of tackling tenancy fraud. When sharing personal information, we will comply with all aspects of the GDPR and the DPA. Housing Services' Privacy Notice can be found on the Council's website at <https://www.stroud.gov.uk/council-and-democracy/about-the-council/access-to-information/privacy-and-cookie-policy/privacy-notice> and the full legislation General Data Protection Regulation 2016, Data Protection Act 2018.

## **11 EQUALITIES STATEMENT**

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11.1 SDC recognises that it provides housing for communities which include wide social diversity and is committed to providing equal access to services. Discrimination and harassment of any kind is not tolerated.

11.2 If tenants have difficulty reading this information or require further assistance to understand the policy we can reproduce the document in a variety of formats on request.

11.3 This policy aims to treat all tenants fairly, with respect and professionalism. In line with the duty placed on SDC under the Equalities Act 2010, specific consideration of the impact of this policy has been given to people with protected characteristics, including gender, race, age, disability, religion, sexual orientation, and marital status. Consideration has also been given to the needs of expecting parents.

11.4 The protections afforded by the Equality Act 2010 are intended to be available to all, including children and adolescents. Any required additional bedroom need will be awarded on a case-by-case basis in line with housing benefit rules and an assessment of affordability.

11.5 From time-to-time SDC may ask tenants to provide details of their gender, age, religion, disability, ethnicity, and sexual orientation in line with the protected characteristics identified within the Equalities Act 2010, to help SDC to deliver more effective, appropriate, and inclusive policies and practices. All data collected is used only for monitoring purposes and kept securely.

11.6 An equality impact assessment has been undertaken when developing the policy with particular consideration applied to the areas described above. The completed equality impact assessment can be provided upon request.

## **12 RELEVANT POLICIES AND PROCEDURES**

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- Tenancy Strategy
- Homeseecker Plus Policy and Procedure
- Tenancy and Estate Management Policy
- Repairs and Planned Maintenance Policy
- Anti-Social Behaviour Policy
- Housing and Tenancy Fraud Policy

## **13 COMPLAINTS AND APPEALS**

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13.1 If a tenant wishes to appeal a decision made under this policy, they have the right to appeal. Appeals should be made in writing or by email to the Tenant Relationship Manager within 5 working days of receipt of our initial decision. Tenants should supply all additional information in support of their appeal.

13.2 The Tenant Relationship Manager will investigate the reasonableness of the refusal and will advise the tenant, in writing, of their decision. The process will be concluded within 10 working days of receipt of the appeal, unless an alternative timescale is mutually agreed between them and the tenant.

13.3 The appeal process does not interfere with a tenant's right to make a complaint if they are unhappy with the way we have dealt with a request for a mutual exchange. Further information on how to make a complaint can be found at [www.stroud.gov.uk/complaints](http://www.stroud.gov.uk/complaints).

## 14 APPENDIX A – GROUNDS FOR REFUSAL OF A MUTUAL EXCHANGE

Schedule 3 Of the Housing Act 1985	Schedule 14 Of the Localism Act 2011	Grounds for Refusing a Mutual Exchange
	Ground 1	When rent lawfully due from a tenant under one of the existing tenancies has not been paid
	Ground 2	When an obligation under one of the existing tenancies has been broken or not performed
Ground 1	Ground 3	A court order for possession or a suspended possession order has been made for either property
Ground 2	Grounds 4 and 5	The Landlord has served Notice Of Seeking Possession and the notice is still in force or possession proceedings have commenced
Ground 3	Ground 7	The property is substantially larger than in reasonably needed by the proposed assignee
Ground 4	Ground 8	The property is not reasonably suitable to the assignee and their household
Ground 5	Ground 9	The property is part of a building that is held for non-housing purposes or it is situated in a cemetery and was let in connection with employment with the Landlord or Local Authority or a new town corporation, housing action trust, urban development corporation or the governors of a grant aided school
Ground 6	Ground 10	The Local Landlord is a charity and the proposed assignee's occupation of the property would conflict with the object of the charity
Ground 7	Ground 11	The property has been substantially adapted for occupation by a physically disabled person and if the assignment went ahead a physically disabled person wouldn't be living there

Ground 8	Ground 12	The Landlord lets properties to people in difficult circumstances (other than merely financial circumstances) and the proposed assignee would not fulfil this criteria
Ground 9	Ground 13	The property is let to people with special needs and there is a social service or special facility nearby to the properties to assist people with these special needs and if the assignment was to go ahead no person with those special needs would be living there
Ground 10	Ground 14	The dwelling is subject of a management agreement where the management is a Housing Association of which least half the members are tenants subject to the agreement and at least half of the tenants of the dwellings are members of the association and also that the proposed assignee is not such a member and is not willing to become one
Additional Ground (Housing Act 2004)	Ground 6	An injunction order under section 153 of Housing Act 1996 or an Anti-Social Behaviour Order or a Demotion Order or a possession order under ground 2 for Secure Tenancies or ground 14 for Assured Tenancies is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with either of them.