

**2025**

# **Mutual Exchange Policy**

Housing & Community Safety  
Nuneaton and Bedworth  
Borough Council  
12/22/2025

# Tenancy Assignment Policy Quality Record

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## Author and Version information

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## **1. Introduction**

- 1.1 This Mutual Exchange Policy sets out the framework through which tenants of Nuneaton and Bedworth Borough Council with a Secure or Flexible tenure may apply to exchange their home with another eligible tenant.

This Policy ensures that Mutual Exchanges are carried out fairly, transparently, and in accordance with the relevant legislation and statutory guidance. This Policy will also support the Council's commitment to making best use of its housing stock, promoting tenant mobility and fostering sustainable communities.

## **2. Purpose**

- 2.1 The purpose of this Policy is to:

- To provide clear guidance on tenants' rights and responsibilities concerning a mutual exchange.
- Ensure the assignment of council owned properties complies with legislation, statutory guidance and good practise.
- Treat all tenants for housing fairly, whilst being sensitive to their circumstances.
- To enable tenants to move to more suitable or preferred properties whilst ensuring the Council maintain control and make best use of its housing stock; and
- To promote sustainable, inclusive communities through effective housing management.

## **3. Legal Framework**

- 3.1 This Mutual Exchange Policy is governed by:

- Housing Act 1985
- Landlord & Tenant Act 1985
- Equality Act 2010
- Localism Act 2011
- Anti-Social Behaviour, Crime and Policing Act 2014
- Social Housing Regulation Act 2023
- Consumer Standards Code of Practise 2024

## **4. Responsibility**

- 4.1. The Assistant Director for Social Housing & Community Safety retains overall responsibility for the implementation of this policy.
- 4.2. The operational day to day delivery of the policy is the responsibility of the Landlord Services Manager.

- 4.3. Compliance with this policy from Officers will be randomly monitored through monthly 121's and quality & assurance exercises by the respective Team Leaders.
- 4.4 All staff managing cases are responsible for reading and familiarising themselves with this policy and the associated procedures.

## **5. Eligibility Criteria**

- 5.1. Tenants that hold a Secure and Flexible tenure with the Council are eligible to apply for a mutual exchange, subject to the Council's consent. Tenants are not permitted to exchange without the express consent of their Housing Provider.
- 5.2. Tenants that hold an Assured tenancy with a Housing Association are eligible to apply for a mutual exchange, subject to their landlord's consent. Please refer to the relevant Housing Association/landlord for further guidance.
- 5.3. Tenants that hold an Introductory (including extended introductory/starter tenancy), Demoted, Licences, and Leaseholders are *not* eligible to apply for a mutual exchange.
- 5.4. Where applications are made under a joint tenancy, both tenants must consent to the mutual exchange.
- 5.5. Both, the in-coming and out-going tenants must meet the eligibility criteria.

## **6. Searching for a Mutual Exchange**

- 6.1. The Council subscribes to 'Home Swapper' [www.homeswapper.co.uk](http://www.homeswapper.co.uk). This service allows tenants to access, free of charge, a national register of tenants looking to mutual exchange. From this register tenants will potentially be able to identify matches in their area of choice.
- 6.2. The Council operates a dedicated webpage for mutual exchanges [www.nuneatonandbedworth.gov.uk/mutual-exchanges](http://www.nuneatonandbedworth.gov.uk/mutual-exchanges). This page publishes guidance on eligibility, legal implications, advisory leaflet, an information guide and the procedure for applying and completing a Mutual Exchange. We encourage tenants to review this information before searching and applying for a mutual exchange.
- 6.3. It is the responsibility of tenants to search for and apply for a mutual exchange.

### **Implications for a Mutual Exchange**

- 6.4. The original rights granted in the tenancy agreements can be lost during mutual exchange, for example – there may be different rules regarding

succession rights; rent levels and assignment. All tenants are advised to read their tenancy agreements thoroughly and take their own legal advice from a Solicitor or Specialist before agreeing to an exchange.

The right to succession is personal to the individual tenant and this right transfers with the tenant when they move in a mutual exchange. For example – a tenant who is a successor under the original tenancy remains a successor following the mutual exchange, under their 'new' tenancy.

We will ensure that tenants who decide to make an application for a mutual exchange are aware of any implications to their tenancy, including:

- Any changes to their secure/assured status.
- Any difference in rules regarding succession.
- Any change in rent level between Social Rent and Affordable Rent; and
- Any gain or loss of Right to Buy.

- 6.5. The tenants wishing to complete a mutual exchange must identify another tenant who they wish to exchange with. Both tenants must meet the eligibility criteria and agree to the exchange.

The tenants are responsible for viewing the property they are considering for exchange. This is a crucial step because when tenants exchange, they are agreeing to take the property on its present condition, which may mean taking responsibility for alterations that the out-going tenant has completed.

The tenants are also responsible for confirming the weekly rent charges at the property they wish to exchange with, and confirm the tenure type for the property.

Once an application has been received, the Council will assume that the tenants have completed viewings of each other's property, are satisfied with the condition of the property and wish to proceed.

### **Applying for a Mutual Exchange**

- 6.6. All tenants wishing to complete a Mutual Exchange must complete the Mutual Exchange Application Form and submit it to all Housing Providers (the current provider and prospective new provider). Applications must include:

- Full details of both properties, and tenants.
- Consent from all tenants, including any joint tenants; and
- All supporting documents requested (*ID, medical information, tenancy agreements etc*)

Any failure to disclose all requested information accurately and truthfully will be deemed a fraudulent application. This will result in the exchange being refused, and a report may be made to the Council's Legal team and/or Fraud Officer.

6.7. The Landlord Services Team will review the application within 10-working days of receiving all applications for the proposed exchange. The Landlord Services Team will:

- Review the application to ensure efficient use of the housing stock. Applications will not be accepted where the size of the accommodation exceeds the households needs as per the Allocations Policy.
- Review the tenure status and check for tenancy breaches.
- Complete a property inspection at our tenant's current property, including gas & electrical safety checks. An inspection report, including photos will be sent to the incoming tenant; and
- Ask the incoming tenant to sign an indemnity form confirming their acceptance of the new property and its current condition.

If the tenant is moving to a home owned by another Social Housing landlord, we will provide a full tenancy reference and will request one for the incoming tenant. If providing a reference to other landlords, we will disclose known criminal activity related to the property, any known safeguarding issues, and all reports of anti-social behaviour and other tenancy breached, including rent arrears. The application form will include a consent to disclosure statement to this effect.

If any of the checks undertaken are not satisfactory, the exchange will be refused, or conditional consent may be issued. Reasons for any refusal or conditional consent will be issued to all tenants' party to the exchange.

6.8. A formal decision will be made within 42-calendar days of receiving a complete application. The Council may:

- approve the exchange
- approve the exchange with conditions
- refused based on the statutory grounds

An exchange will only take place once written permission has been given from all landlords. If for any reason, the exchange is not approved, the reason for the refusal will be put in writing to all tenants within the exchange.

The Council can only refuse to agree to an exchange on specified grounds in law that governs mutual exchanges – these are set out in either the Housing Act 1985 or Localism Act 2011.

## **Adapted Properties**

- 6.9. Where appropriate, the Council will have regard to household members that have a disability as defined by the Equality Act 2010. Properties that have been adapted for medical reasons will not be let to households that do not require the adaptations.

Any incoming tenant requiring an adapted property that is not already adapted, will not have the exchange approved on the grounds of property suitability in line with the Allocations Policy.

Within two years post mutual exchange, the Council will not carry out any major adaptations to the property that has been exchanged into, nor will any applications be accepted for adaptations. Major adaptations are explained in the Aids and Adaptations Policy.

If a property that has been exchanged into becomes unsuitable due to existing medical needs that were not declared as part of the application, the matter may be referred to the Council's Legal team and/or Fraud Officer.

If there has been no fraudulent application made, and all medical needs were declared as required, but the medical needs of the tenant changes post mutual exchange, these situations will be reviewed on a case-by-case basis by the Aids and Adaptations Panel.

## **7. Grounds for Refusal and Conditional Consent**

### **7.1. Grounds for Refusal**

The Council may refuse consent or grant conditional consent for a mutual exchange only on lawful grounds, including but are not limited to:

- **Possession Orders or Legal Action:** If either tenant is subject to possession proceedings, or Notices under Schedule 3 of Housing Act 1985.
- **Rent Arrears or Tenancy Breaches:** Where there are rent arrears, or other tenancy breaches may delay or prevent consent unless the arrears are cleared.
- **Property Size:** The in-coming tenants household size must reasonably fit the property (no overcrowding or under-occupation).
- **Aids and Adaptations:** If adaptations or special housing needs are no longer met by the in-coming tenant.

- Unsuitability: Where the property is unsuitable for the in-coming tenants' household due to physical, support or other specific needs.
- False or Misleading Information: Any dishonesty in the application process.
- Failure to meet conditions: If there are any outstanding repairs or required approvals that remain unaddressed.

## 7.2. Conditional Consent

Conditional consent can be given in cases where there are additional breaches of tenancy, including but not limited to:

- Rent arrears
- Poor property condition
- Damages to property
- Anti-social behaviour (ASB)

7.3. The mutual exchange will not proceed until the tenancy breaches have been resolved. Tenants will be given 21 days to remedy any breaches. Any tenants failing to remedy any breaches within this timeframe will result in the mutual exchange being refused.

7.4. The Landlord Services Team will complete a 6-week follow up visit at the new tenant's property, to ensure the exchange was completed satisfactorily and to discuss any concerns with the tenants rent account, tenancy breaches, or support needs.

### **Indemnity**

7.5. The property inspection form will be signed by the Tenancy Management Officer, Inspector and existing tenant(s). A copy will be provided to the existing tenant and proposed incoming tenant.

If there are any non-Council standard elements to the property, the incoming tenant must accept full responsibility for these. An Indemnity Form will be issued to the incoming tenant which they will sign to accept. A copy will also be issued to the outgoing tenant. This Indemnity form absolves the Council for any liability for the items listed within.

The Council will not repair, replace or maintain any non-Council standard items or any defects to Council standard items that have not been caused by normal wear and tear. If we need to repair or replace any items, this is a rechargeable service to the previous tenant, the new tenant or both.

Tenants still have access to the Right to Repair Scheme.

Council Standard items may include (excluding any elements altered by tenants):

- Windows
- Fire doors
- Kitchens
- Bathrooms
- Heating and hot water provisions
- Electrical elements
- Roof
- Water supply
- Council installed adaptations

If any Council standard elements are removed or damaged, we will replace these, but our costs will be recharged to the party who removed/damaged the elements.

Non-Council Standard items include those not covered by the Right to Repair scheme and are:

- Floor coverings and any underlay
- Window coverings
- Decoration
- Outbuildings, e.g. sheds, greenhouses
- All other tenant alterations
- Items left by the outgoing tenant
- Damage caused by moving out/in
- Damage caused at any stage via animals to any element

### **Affordability**

- 7.6. Some tenants aged 18 – 24 years may be impacted by reductions in benefit levels that assist with housing costs. The Council recognise that for Tenancy Agreements where Schedule 3 of the Housing Act 1985 or Schedule 14 of the Localism Act 2011 apply, we are only able to refuse a mutual exchange on specific grounds – affordability if not included in these grounds.
- 7.7. The Tenancy Management Officer will discuss affordability and complete a financial statement with tenants wishing to complete a mutual exchange, to ensure they are able to afford their proposed rent amount. The Tenancy Management Officer will also discuss what happens if the tenant is unable to pay their rent, so the tenant can make an informed decision on whether to proceed with the mutual exchange.

### **Unauthorised Mutual Exchanges**

- 7.8. If tenants have completed a mutual exchange, without the Council's knowledge or consent, the tenants will be treated as unauthorised

occupiers and the tenants will be instructed to return to their own property within 7-days.

- 7.9. If the tenants have not returned to their own property, the Council will serve them with a Notice and commence legal proceedings. If the tenants have returned to their own property, the Council will then consider an application for a Mutual Exchange upon receipt of completed application forms.

### **Nuneaton and Bedworth Borough Council Policy Grounds**

- 7.10. The following grounds for refusal and conditions apply to any mutual exchange, where neither Schedule 3 of the Housing Act 1985 nor Schedule 14 of the Localism Act 2011 are referred to in the Tenancy Agreement:

- All grounds for refusal set out in Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 (this includes any rent lawfully due from a tenant under one of the existing tenancies has not been paid).
- Where the property is too large for the incoming tenant, and will result in under-occupation (in accordance with the Allocations Policy).
- Where the property is too small for the incoming tenant, and will result in overcrowding (in accordance with the Allocations Policy).
- Where the incoming tenant would require adaptations to the property for it to be suitable for their needs, the adaptation and necessary funding needs to be approved in-line with the Council's Aids & Adaptations Policy, and procedure before the mutual exchange can take place.
- The incoming tenant's landlord has not provided a satisfactory tenancy reference.
- Where any conditions of planning agreements, covenants, head leases, Section 106 agreements that relate to the property would prohibit the incoming tenant from moving to the property, for example – where housing is only to be provided for people with a local connection.
- Where the incoming tenant cannot demonstrate that they have sufficient level of income to afford the rent (e.g. as a result of either benefit entitlement, or general lack of income) unless they are an existing NBBC tenant and the rent would be lower than their current rent.

- Where the incoming tenant plans to bring any pets that the Council would not give permission for under the Pet Policy.
- Where money has been exchanged between parties to facilitate the exchange.
- Exceptional circumstances where it would not be reasonable to consent to the mutual exchange, as such where there are significant safeguarding concerns or members of the public are at risk. These decisions must be approved by the Assistant Director of Social Housing & Community Safety.

## **8. Appeals**

- 8.1. Where an application has been refused, the case officer will confirm their decision and outline the reason for their decision in writing with the tenant.
- 8.2. A tenant can appeal the decision for the Mutual Exchange, and they must put their appeal in writing to the Landlord Services Manager within 10-working days from the date the decision was made and provide supporting evidence of their appeal.
- 8.3. The respective Team Leader will review the case in full, including the documents/evidence provided for the application. Their decision will be confirmed with the tenant in writing within 20-working days of receiving the appeal request.
- 8.4. If the tenant is dissatisfied with the decision, they can make a formal complaint, and this will be investigated in-line with the Council's Housing Complaint Handling Policy and Housing Ombudsman's Complaint Handling Code.

## **9. Related Documents**

- 9.1. This policy refers to the following documents:
  - Tenancy Agreement
  - Sign-up check list
  - Mutual Exchange Procedure
  - Mutual Exchange Application Form
  - Property Inspection Form
  - Financial Assessment (income & expenditure form)

## **10. References**

- 10.1. This policy refers to:
  - Housing Act 1985
  - Localism Act 2011

- Equality Act 2010
- Pet Policy
- Allocations Policy
- Aids & Adaptations Policy
- Housing Complaint Handling Policy

## **11. Review Date**

- 11.1. This policy will be reviewed every three years or on the introduction of new legislation; regulation; or good practise.
- 11.2. Delegated authority to change; amend; and update this policy will be given to the Landlord Services Manager or Director for Social Housing & Community Safety in consultation with the Portfolio Holder.

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*This document has been published by Nuneaton and Bedworth Borough Council*

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