SOUTHSIDE
housing association



Name of Policy	**Mutual Exchange Policy**
Responsible Officer	**Director of Housing and Communities**
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Section	**Housing and Communities Department**

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1. INTRODUCTION

1.1 Southside Housing Association (SHA) is a locally based housing association operating across a number of neighbourhoods and communities throughout the south side of Glasgow.

1.2 Since we were established in 1971, we have built up our current stock of homes through tenement rehabilitation, new build housing programmes and stock transfers. We now have around 2260 units for social rent, and just over 200 for mid-market rental in the areas where we operate. In addition, we provide property factoring services to around 880 privately owned properties.

1.3 Our main geographical areas which we operate in as a landlord are in Pollokshields (including parts of Kingston and Tradeston), Cardonald and Halfway. These areas account for 90% of our housing stock, while we also provide housing in Shawlands, Strathbungo, Ibrox, Kinning Park, Langside and Mount Florida.

1.4 We deliver a comprehensive range of services, all focused on the needs of our customers and communities. These services include tenancy and neighbourhood management; repairs and property management; property development; asset management; housing support services; concierge; environmental works; income advice; and community development and support. We work closely with our subsidiary company, Southside Lettings (Scotland) Ltd, which provides letting services for a significant portfolio of Mid-market rent housing.

1.5 We are governed by our Management Board, which is supported by a number of sub-committees. Our governance arrangements clearly set out the roles and responsibilities of our Board members and our staff.

2. OUR VISION AND VALUES

2.1 Our Vision is **Impacting and improving people's lives in a positive way.**

2.2 Our Values represent the ethics and principles that our people value most and which reflect us as an organisation. At Southside Housing Association (SHA) we want to live our values and incorporate them into everything that we do. Our values are:

Respect We will put people first, prioritise relationships, be kind and helpful and treat others as we would want to be treated.

Integrity We will conduct ourselves with honesty and transparency.

Positive We will focus on positive outcomes and be solution focused.

Responsible We will be dependable, professional, reliable and consistent.

3. POLICY PURPOSE, AIMS AND OBJECTIVES

3.1 Mutual exchange provides an important housing option for tenants who wish to move to a home that better meets their needs or aspirations. We will support mutual exchanges wherever possible and will consider applications fairly, consistently and in accordance with legal requirements.

3.2 A mutual exchange allows for two or more tenants to exchange their homes with each

other as long as SHA, and all other landlords involved, give written consent for this. This policy applies to Scottish Secure Tenants and Short Scottish Secure Tenants, however we may on a case-by-case basis, consider exchanges involving tenants on other types of secure social tenancy in the UK. This policy does not apply to Mid-Market Rent tenancies or other forms of private tenancy.

3.3 The policy objectives are:

- To support tenants to access housing that better meets their needs;
- To ensure consistency when dealing with mutual exchange applications;
- To make best use of our housing stock;
- To ensure properties are suitable for exchanging households;
- To comply with legal and regulatory requirements.

4. LEGAL AND REGULATORY CONTEXT

4.1 Section 33 of the Housing (Scotland) Act 2001 provides that a Scottish Secure Tenant may exchange their home with another Scottish Secure Tenant, whether or not the properties have the same landlord, subject to the prior written consent of all landlords involved. A landlord may refuse consent where it has reasonable grounds for doing so.

4.2 Additionally, we are mindful of our rights and responsibilities contained within other legislation, statutory documents and regulatory documents. This includes: -

- Housing (Scotland) Acts 1987, 2010 and 2014
- Equality Act 2010
- Matrimonial Homes (Family Protection) (Scotland) Act 1981 and Civil Partnership Act 2004
- UK General Data Protection Regulation and Data Protection Act 2018
- SHA's Scottish Secure Tenancy and Short Scottish Secure Tenancy Agreements
- The Scottish Social Housing Charter

5. RESPONSIBILITIES

5.1 Operational responsibility for mutual exchanges is delegated to the Housing Management Team. Housing Officers and Assistant Housing Officers have responsibility for providing advice, assessing applications, arranging inspections and references, communicating decisions and maintaining appropriate records.

5.2 Overall operational control and responsibility for implementation of the policy sits with the Director of Housing and Communities, who will also consider appeals of refused applications.

6. ELIGIBILITY AND APPLICATIONS

6.1 Mutual exchanges may be considered between two or more SHA tenants, or between an SHA tenant and a tenant of another Registered Social Landlord or local authority.

6.2 Scottish Secure Tenants have the right to apply for mutual exchange. Short Scottish Secure Tenants may also apply for consent to exchange, but these will be considered individually, taking account of the terms of the tenancy and the reason for which the short tenancy was granted. SHA may consider applications involving secure tenants of other social landlords elsewhere in the UK on a case-by-case basis.

6.3 All tenants and joint tenants involved in the proposed exchange must provide their written agreement. We will also have regard to the rights of any spouse, civil partner or other person with relevant occupancy rights.

6.4 Applicants must complete the SHA's mutual exchange application form and provide all information reasonably required to assess the request. Where another landlord is involved, we will obtain an appropriate tenancy reference and confirmation of that landlord's consent.

6.5 Applicants must cooperate with reasonable requests for information, access and inspection. We will identify and request any missing information as soon as reasonably practicable after receiving the application. Failure to provide information may affect the decision.

6.6 We will issue a written decision within one month of receiving an application. If we do not issue a written decision within that timescale, consent is taken to have been granted.

7. ASSESSMENT AND DECISION-MAKING

7.1 Each application will be considered on its individual circumstances. The assessment will take account of:

- The eligibility of the applicants and consent of all relevant parties;
- Household composition and the suitability of each property;
- The house size standards in the SHA Allocations policy;
- Any medical or mobility needs;
- The effective use of housing stock, including adapted or specialist housing;
- Tenancy conduct, legal action and information provided by another landlord;
- Rent arrears, rechargeable repairs and other tenancy-related debt;
- Property condition and unauthorised alterations; and
- Any evidence of false information, tenancy fraud, payment or inducement in connection with the mutual exchange.

8. PROPERTY CONDITION AND INSPECTIONS

8.1 We will normally inspect any SHA property included in a proposed mutual exchange. The inspection will consider the general condition of the property; any outstanding or unreported repairs, including those considered rechargeable due to damage or neglect; unauthorised alterations; or any other health and safety concerns. Minor decorative matters will not be reasonable grounds for refusal.

8.2 Where issues are identified, we may defer making the final decision for a short period,

where this remains consistent with the statutory decision period, to allow the applicant to resolve it. Alternatively, we may refuse the application with an invitation to reapply once the issue has been resolved.

8.3 Applicants are responsible for viewing the properties to which they propose to move and for satisfying themselves that the property meets their needs. This includes cleanliness, decoration, improvements, alterations and any repairs that may be the tenant's responsibility. This does not affect SHA's statutory or contractual repairing obligations.

9. GROUNDS FOR REFUSAL

9.1 We will not unreasonably refuse consent for a mutual exchange. Each application will be considered on its individual circumstances, and any decision to refuse will be based on reasonable grounds. Reasonable grounds may include:

- The proposed property is substantially larger than the incoming household reasonably requires, assessed with reference to the household's individual circumstances and the house size standards within our Allocations Policy;
- The proposed property is unsuitable for the needs of the incoming household, or the exchange would result in statutory overcrowding;
- The property was provided by the landlord in connection with the tenant's employment;
- An adapted or specialist property would no longer be occupied by someone who requires its features or adaptations;
- Payment in cash or in kind has been offered, requested or accepted in connection with the exchange;
- Tenancy-related debt, including rent arrears, rechargeable repairs and court expenses, remains outstanding;
- There are serious or ongoing breaches of tenancy conditions including antisocial behaviour, harassment, nuisance or property damage;
- There are serious property condition issues, rechargeable repairs, or unauthorised alterations which remain unresolved;
- A Notice of Proceedings for Recovery of Possession has been served on either tenant under relevant conduct grounds and remains live;
- An order for recovery of possession has been made against the tenant;
- The proposed incoming tenant was previously evicted for antisocial behaviour or received an Antisocial Behaviour Order, and that history remains relevant to the proposed exchange;
- Either party has provided false, misleading or materially incomplete information; or there is evidence of other tenancy fraud;
- Either party has failed to cooperate with reasonable enquiries or inspections.

9.2 The list above is not exhaustive, and each application will be assessed by a member of

the Housing Management Team before granting or refusing consent. Any refusal will be based on reasonable grounds and an assessment of the individual circumstances.

9.3 Where an issue can reasonably be resolved, applicants may be given the opportunity to resolve it before a final decision is made or may be invited to reapply once the issue is resolved.

10. APPROVAL AND COMPLETION

10.1 Applicants will be informed in writing whether consent for the exchange has been granted or refused.

10.2 If the application is refused, SHA will provide the reasons for this decision in writing.

10.3 If, before the exchange is completed, new information comes to light which may materially affect the decision, SHA will review the application and notify the applicants in writing of any further decision. This may include withdrawing consent where it is reasonable to do so.

10.4 Applicants must not move before all landlords have given written consent and the agreed exchange documentation has been completed. Moving without consent does not lawfully complete the mutual exchange. The original tenancies and associated rent and tenancy obligations will normally remain in place, and occupation of the other property will be unauthorised. SHA may require the households to return to their original properties and may take appropriate tenancy enforcement or legal action.

10.5 The exchange will only take effect on the date agreed in writing by all landlords and applicants, after all required documentation has been completed. Applicants remain responsible for their existing tenancy, rent and other obligations until that date.

10.6 Where another landlord is involved, SHA's consent does not allow the exchange to proceed unless the other landlord has also provided written consent.

11. APPEALS AND COMPLAINTS

11.1 An applicant who is dissatisfied with a decision related to their mutual exchange request can submit a written appeal to the Director of Housing and Communities for review. The appeal must be submitted within 28 days of receiving the decision letter.

11.2 The Director of Housing and Communities will review the decision and provide the applicant with a written outcome. This will represent SHA's final decision under the policy.

11.3 A customer who is dissatisfied about service standards, staff conduct, or a failure to follow the policy may progress this through the SHA Complaints Handling Procedure. The complaints process does not provide a further review of the merits of the mutual exchange decision.

12. REVIEW

12.1 This policy will be subject to review every three years; however, we may review it earlier if there are significant legislative changes which have a material impact on the policy or changes to guidance and good practice.



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