



## **Crawley Borough Council**

### **Mutual Exchange Policy**

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## 1. Introduction

- 1.1. Crawley Borough Council acknowledges that it has limited housing stock and, as such, cannot always meet the changing housing needs of existing tenants. Mutual exchange is a moving solution for social housing residents. It enables social housing residents to swap homes with one another, making it easier to find the right space and location.
- 1.2. Tenants wishing to find out about or access mutual exchange services can find out more on the Crawley Borough Council website and/or contact their housing officer directly:  
[www.crawley.gov.uk/housing/finding-home/transfers-and-mutual-exchanges](http://www.crawley.gov.uk/housing/finding-home/transfers-and-mutual-exchanges)  
[www.crawley.gov.uk/housing/council-tenants/your-tenancy/housing-officers](http://www.crawley.gov.uk/housing/council-tenants/your-tenancy/housing-officers)
- 1.3. The Council recognises that the option to exchange tenancies can be of a benefit in providing mobility to tenants. Mutual exchanges can take be arranged both locally and nationally between two or more Crawley Borough Council tenants or between any other secure/fixed term or assured tenant provided written permission is obtained from all landlords.
- 1.4. The Council is committed to delivering an effective and efficient mutual exchange service that reflects best practice, complies with all relevant legislation, and safeguards the rights of tenants. To support tenants seeking a mutual exchange, the Council subscribes to the HomeSwapper website, enabling tenants to search for suitable exchange partners across the UK without payment of a fee.
- 1.5. The aim of this policy is to set out our approach to ensuring that mutual exchanges are administered correctly.  
The key objectives are:
  - To ensure that tenants are aware of the framework that outlines the requirements and qualifications for a successful exchange to take place.
  - To ensure that tenants meet their obligations to seek the Council's permission before proceeding with an exchange.
  - To clarify the responsibilities of all the parties involved in a mutual exchange.
  - To consider applications for mutual exchange in a fair, consistent and equitable manner.
  - To protect Council tenants from being coerced or pressurised into exchanging their home.
  - To protect the Council's housing stock as well as its legal position.
  - To prevent social housing fraud.
- 1.6. Appendix A - Frequently Asked Questions (FAQs) provides further guidance and support for tenants considering a mutual exchange.

## 2. Legal Context

- 2.1. Under Section 92 of the Housing Act (1985, as amended) secure tenants have the **right to exchange** their tenancy with another secure tenant or an assured tenant of a housing association. This exchange requires the express written consent from the landlords of all parties. This exchange takes the form of an assignment of the existing tenancies to the new occupants (assignment).
- 2.2. The landlord has the right to refuse consent to a mutual exchange only on the specific statutory grounds set out in Schedule 3 of the Housing Act 1985 (as

amended). These grounds define the circumstances under which consent to an assignment by way of exchange may be lawfully withheld.

Full details of these grounds are included in Appendix B – Schedule 3: Grounds for Withholding Consent to Assignment by Way of Exchange.

- 2.3. Section 158 of the Localism Act 2011 provides secure tenants with the right to exchange their tenancy with tenants holding either a flexible secure tenancy or an assured shorthold tenancy granted by a social housing provider. Under this provision, mutual exchanges proceed through a surrender and re-grant process, whereby each tenant surrenders their existing tenancy, and the participating landlords issue new tenancies in its place.

Landlords may only refuse consent to such exchanges on the specific statutory grounds set out in Schedule 14 of the Localism Act 2011.

Full details of these grounds are included in Appendix C – Schedule 14: Grounds on which a landlord may refuse to surrender and grant tenancies under Section 158.

### 3. Definitions

‘Adaptations’	Modifications made to a home to improve accessibility, safety, and independence for people with disabilities or mobility issues. These can include ramps, stairlifts, widened doorways, accessible bathrooms, and other adjustments to meet the occupant’s specific needs.
‘Applicant’	The named person applying on behalf of each household
‘Mutual Exchange’	An arrangement where two or more tenants in the social housing sector agree to swap their homes, subject to approval from their respective landlords.
‘Registered Provider’	An organisation such as a housing association, local authority, or non-profit body, registered with the Regulator of Social Housing to offer affordable housing
‘Tenancy’	The legal right to occupy a property under a contractual agreement with a landlord, which sets out the terms and conditions of occupation. A tenancy may be granted for a fixed term or a periodic (ongoing) basis, depending on the tenancy type.
‘Tenancy Agreement’	The legal contract between a landlord and a tenant outlining the terms and conditions of renting a property.
‘Tenant’	The named person who rents and occupies a property under a tenancy agreement.
‘Unauthorised alterations’	Significant modifications made to a home by the tenant, outside of those allowed for in the tenancy agreement, that have not received prior authorisation of the Council

#### **4. Scope**

- 4.1. This policy applies to the management, by Crawley Homes, of all residential tenancies of Crawley Borough Council-owned social housing and covers all applications for mutual exchange therein. This policy also applies to the applications for mutual exchanges which involve tenants of other councils or Registered Providers, where one or more of the properties involved is owned by Crawley Borough Council.

#### **5. Regulatory requirements**

- 5.1. Registered providers must support relevant tenants living in eligible housing to mutually exchange their homes.
- 5.2. Registered providers must offer a mutual exchange service which allows relevant tenants potentially eligible for mutual exchange, whether pursuant to a statutory right or a policy of the registered provider, to easily access details of all (or the greatest practicable number of) available matches without payment of a fee.
- 5.3. Registered providers must publicise the availability of any mutual exchange service(s) it offers to its relevant tenants.
- 5.4. Registered providers must provide support for accessing mutual exchange services to relevant tenants who might otherwise be unable to use them.
- 5.5. Registered providers must offer tenants seeking to mutually exchange information about the implications for tenure, rent and service charges.

#### **6. Qualification for Mutual Exchange**

- 6.1. Crawley Borough Council grants tenancies in line with its Tenancy Policy.
- 6.2. Tenants who hold a secure tenancy or a secure fixed term tenancy have a statutory right to mutually exchange their home with another tenant of a local authority or Registered Provider, subject to the applicable legal requirements.
- 6.3. The Council is required to consider all mutual exchange applications submitted by secure tenants.
- 6.4. Introductory and non-secure tenants do not have the right to exchange. The Council will not consider any application which involves an Introductory or non-Secure tenant.

#### **7. Accepting an application for a Mutual Exchange**

- 7.1. Only the named tenant or joint tenant can make an application for permission for a mutual exchange. Applications will not be accepted from household members or third parties.
- 7.2. Where an application for a mutual exchange is submitted involving a joint tenancy, both tenants must request and consent to the exchange. Where one joint tenant has left the household, for example through relationship breakdown, the Council will only accept the application once an assignment of tenancy has taken place between the tenants.
- 7.3. All parties involved in the mutual exchange will be required to complete and submit a Permission for Mutual Exchange application form, as well as complete the

requirements of any other landlord involved. This may involve completing more than one application form.

- 7.4. Where a mutual exchange involves a tenant from another social landlord, a reference from the current landlord including details of household composition and all aspects of tenancy conduct will be requested.

## **8. Considering an application for Mutual Exchange**

### **8.1. Timescales**

- The Council must provide written confirmation of consent, conditional consent, or refusal within 42 days of receiving a fully completed mutual exchange application from all parties.
- The 42 day period begins once all completed application forms and supporting information have been submitted by all involved parties, received and accepted by the Council, subject to Section 6 above.
- For exchanges proceeding by assignment, failure to respond within 42 days results in deemed consent under Section 92 Housing Act 1985.
- For exchanges that proceed by surrender and re-grant under Section 158 of the Localism Act 2011, written consent must be explicitly provided by both landlords, and deemed consent does not apply.
- If the application is incomplete, the 42 day period does not begin until all required information has been received

### **8.2. Factors for consideration**

- When considering an application for mutual exchange, the Council must consider all valid applications from secure tenants and flexible secure tenants (subject to Section 6). In determining whether consent should be granted, the Council must be satisfied that:
    - No party is being coerced or pressurised into entering the exchange, whether by another party, a family member, or a third party.
    - No party is participating in the exchange for financial or material gain.
    - The mutual exchange process is not being used to circumvent or undermine the Council's allocations or transfer scheme.
- For example, where:
- (a) a tenant attempts to overcrowd themselves intentionally to secure priority,
  - (b) a tenant attempts to move into a property they would not normally qualify for (e.g., larger family homes or adapted properties)
- All parties fully understand the implications of the exchange, including:
    - (a) that they take the property as seen including the garden, and responsibility for the maintenance of this and any trees within the property boundary.
    - (b) any reduction in tenancy rights (e.g., loss of Right to Buy/Right to Acquire), future rent levels, service charges, and tenancy conditions,
    - (c) responsibility for any unauthorised alterations or tenant caused damage.
  - Applications involving sheltered housing, supported housing, or age designated properties (including bungalows where age criteria apply) must comply with the eligibility criteria for that property type.

(a) Household Size

The law permits the Council to refuse a mutual exchange where the accommodation is substantially larger than is reasonably required or is not reasonably suitable in size. When determining the appropriate number of bedrooms for a household, the Council will apply the Allocation Criteria as set out in the Council's Housing Allocations Scheme.

In addition, for the purposes of mutual exchange, the Council will normally approve an exchange where the proposed household would under-occupy the property by no more than one bedroom. However, if the exchange would result in the property being overcrowded or under-occupied by more than one bedroom, the Council will not normally grant consent. In these cases, the application will be refused using the relevant statutory ground.

<b>Household Size</b>	<b>Eligible property size under allocations scheme</b>	<b>Maximum allowed for mutual exchange</b>
Single/ Couple without children	1 bedroom (or studio)	Up to 2 bedrooms
Couple or single parent with 1 dependant child	2 bedrooms	Up to 3 bedrooms
Couple or single parent with 2 dependant children of the same sex and both under 16 years old with less than 6 years age gap	2 bedrooms	Up to 3 bedrooms
Couple or single parent with 2 dependant children of same sex and both under 16 years old with more than 6 years age gap	3 bedrooms	Up to 4 bedrooms
Couple or single parent with 2 dependant children of same sex and both over 16 years old	3 bedrooms	Up to 4 bedrooms
Couple or single parent with 2 dependant children of same sex where one is under 16 and one is over 16	3 bedrooms	Up to 4 bedrooms
Couple or single parent with 2 dependant children of the opposite sex and one child is over 10 years old	3 bedrooms	Up to 4 bedrooms
Couple or single person with 3 dependant children	3 bedrooms	Up to 4 bedrooms
Couple or single person with 4 or more dependant children	A property which has a minimum of 3 bedrooms and 1 reception room	Up to 4 bedrooms
Single or Couple over 60 years old	In addition to the above, these applicants are also eligible for one or 2 bedroom sheltered or retirement flats and bungalows	

- If an applicant claims to have a bedroom need which is greater than their entitlement, their circumstances will be assessed including any medical evidence. If a party to the exchange is pregnant and there is likely to be an imminent change to the bedroom need for the household, this can be considered as part of the application process.
- The Council will carry out any necessary checks to verify the residence of all household members which will include proof of residence documents. It is the responsibility of the applicant to provide any evidence as reasonably requested by the Council, for household members to be verified. The Council will refer applications to the Fraud Team as appropriate.
- The Council operates a 'downsize payment' scheme where an exchange involves our tenant moving to a smaller property, exchanging with a household who are over occupied, and a "perfect fit" is achieved. A payment of up to £500 is made available to our tenant moving to a smaller property to assist with moving and decorating costs.
- The Council may exercise discretion in relation to household need where exceptional circumstances are supported by appropriate evidence provided by the applicant.

(b) Pets

Permission to keep pets is not automatically transferable, as part of an exchange, except for assistance dogs. Permission for pets will be considered on a case-by-case basis, with consideration for the suitability of the property, in line with the Council's policy on keeping pets as set out in the Crawley Borough Council tenant's handbook [Tenants' handbook.pdf](#). Applicants should provide details of all pets (including breed of dog) involved in the transfer as part of their application and should contact their Housing Officer if they have any questions regarding likelihood of acceptability.

(c) Adapted Properties

When an application for a mutual exchange involves a property where the Council has carried out adaptations for people with specific needs, an exchange will normally only be approved if the proposed incoming household to the adapted property has a household member with a need that requires the specific adaptations. Exceptions may be considered when:

- such adaptations can be considered suitable for a general-needs household; and/or
- there is no cost to the council for removing or remediating the adaptations

The Council will require evidence sufficient to show any need (and/or lack thereof), which will be the responsibility of the applicant to provide. Supporting evidence will need to come from health professionals with any costs being met by the applicant. The Council reserves the right to refuse an application, using the specified ground, pending any new assessment of need, to meet the statutory deadlines noted in section 8.1 above.

### 8.3 Property Inspections

- The Council will arrange for a surveyor to carry out a general inspection of the property. This inspection will assess the overall condition of the home and will include photographic documentation and any other records required.

In addition, the Council will arrange to carry out the necessary gas and electrical safety checks, where applicable, to ensure the property meets required safety standards. Where a gas check is required, this will take place in the week after the new tenant has moved in.

In some cases, a valid EPC (Energy Performance Certificate) is also required and an appointment may need to be made to have this carried out. An EPC is valid for 10 years.

The outgoing or incoming tenant is required to provide reasonable access for both the surveyor inspection and the contractor safety checks. A mutual exchange cannot proceed until all inspections have been completed to a satisfactory standard and any issues identified have been resolved.
- Where a tenant has carried out unauthorised alterations that, following the Council's inspection, are assessed as unsafe or are of a type that the Council would not have granted permission for, the tenant will be required to put the works right and restore the property to a satisfactory standard. The mutual exchange cannot proceed until the unauthorised alterations have been fully remedied and the Council is satisfied that the property meets all required safety and condition standards.

Where possible, the Council will arrange for all required landlord repairs to be completed before the mutual exchange takes place. Minor repairs that do not affect health and safety may instead be carried out after the new tenant has moved in. Any repairs that are the responsibility of the outgoing tenant must be completed before the exchange can proceed. In these situations, the Council may issue conditional consent, meaning the exchange cannot go ahead until the required works have been completed to the Council's satisfaction.
- Once all pre-exchange repair issues have been identified and any required works have been completed, the property is considered 'taken as seen'. The incoming tenant becomes responsible for all fixtures; fittings and any non-essential issues present at the point of exchange.

The Council will not undertake remedial repairs or replacements for pre-existing issues noted before the exchange, except where works are required to address urgent or essential health and safety risks affecting the incoming tenant or a member of their household.
- It is the responsibility of the incoming tenant to ensure that the property is left in an acceptable condition by the outgoing tenant. This includes the removal of all personal belongings and rubbish, as well as the clearance of loft spaces. The Council is not responsible for clearing items left behind by the outgoing tenant. Incoming tenants are strongly advised to re-inspect the property immediately before signing the mutual exchange documentation to confirm that the condition, fixtures and fittings remain as previously viewed. The Council will not replace missing fixtures or fittings unless required to make the property safe, and where this occurs, the Council may recharge the outgoing tenant for the cost of any remedial works.
- Once all property inspections have been completed, they will be 'valid' for up to three months from the date that they were carried out. Should the exchange not complete within three months, for health and safety reasons the checks will need to

be carried out again. The Council reserves the right to recharge the outgoing tenant, as necessary, to recover their costs for the new checks. The Council will not seek to recharge where the Council considers that the delay is out of the control of the outgoing tenant.

#### **8.4 Succession**

- Succession rights stay with the person rather than the tenancy. This means that where a tenant has already succeeded to a secure tenancy, they carry that status with them when completing a mutual exchange. A mutual exchange does not create any new succession rights, nor does it reset previous successions.
- When an exchange involves another landlord, the Council will inform the partner landlord whether a statutory succession has already taken place. This enables the other landlord to apply their own legal and policy requirements when processing the exchange.
- Under Crawley Borough Council's policy, only one statutory succession is permitted for any Council tenancy. Therefore:
  - If the incoming tenant has already succeeded to their tenancy, no further succession will be permitted after the exchange.
  - If the incoming tenant has not succeeded before, they retain their statutory right to one succession, even if they have come from a different landlord.
- The Localism Act 2011 introduced significant changes to succession rights for secure tenancies granted on or after 1 April 2012. Under the amended legislation:
  - Only a spouse or civil partner has a statutory right to succeed to a secure tenancy first granted on or after 1 April 2012.
  - Other family members (e.g., children, parents, siblings) no longer have a statutory right of succession unless the tenancy agreement specifically grants them a contractual right.
  - Secure tenancies granted before 1 April 2012 continue to follow the pre 2012 rules, which allow one statutory succession to a spouse, partner, or qualifying family member.

#### **9. Granting or Refusing Consent for Mutual Exchange**

- 9.1. Once the Council has accepted an application for a mutual exchange, subject to the conditions of sections 6 to 8 above, the Council will consider the application for a mutual exchange.
- 9.2. Applications for a mutual exchange for secure tenants may only be reasonably refused on specified grounds contained within Schedule 3 of the Housing Act 1985. Applications for a mutual exchange where one party has a fixed term flexible tenancy of two years or more may only be reasonably refused on the specified grounds contained in Schedule 14 of the Localism Act 2011. Details of these are provided in Appendix A below.
- 9.3. Where the mutual exchange only involves secure tenants the Council may grant consent for a mutual exchange with conditions. Such conditions may only include clearing any rent arrears or remedying any unauthorised home improvements.
- 9.4. If one party has a fixed term flexible tenancy of two years or more then the Localism Act 2011 does not allow for conditional consent. In this circumstance a simple refusal will be issued by the Council.

- 9.5. If the Council refuses an application, then it will notify all parties to the mutual exchange of this, but only the applicant that has caused the refusal will be given the reasons behind the refusal.
- 9.6. The Council, where possible, will advise applicants if there is anything that they can do to remedy the situation before they submit another application at a future date. This could include paying off any arrears, reinstating the property back to a reasonable standard, or ensuring that any home improvements made by the tenant(s) are in good repair. The Council may also ask the tenant to remove any home improvements that are beyond repair.
- 9.7. If an applicant is unhappy with the Council's decision to refuse a mutual exchange, they may raise a complaint through the Council's formal complaints procedure in the first instance. If, after completing the complaints process, the applicant remains dissatisfied, they can refer the matter to the Housing Ombudsman.

## **10. Mutual Exchange Process**

- 10.1. The legal process for undertaking the mutual exchange will be dependant on the type of tenancy each party to the exchange currently holds. The housing officer assessing the application will provide guidance to applicants as to the likely exchange mechanism. This mechanism may be through an assignment, in which tenants exchange the existing tenancies and no new tenancies are granted. In some cases, it will be necessary to undertake a surrender and re-grant, by which each tenant surrenders their existing tenancy under the guaranteed granting of a new tenancy by the landlord.
  - 10.2. In most cases between existing Crawley Borough Council tenants mutual exchange will take the form of an assignment however when a surrender and re-grant is required, consideration will be given to succession rights as outlined in paragraph 8.4 above.
  - 10.3. Any tenant taking on a flexible tenancy should be aware that depending on the method used to complete the mutual exchange, they may either take on the remaining balance of the fixed term tenancy at the property to which they are moving to or be granted a new tenancy. Tenants are encouraged to seek advice from their Housing Officer, or to obtain independent legal advice, so they can make an informed decision before agreeing to proceed with the exchange.
  - 10.4. The Council expects that all exchanges will complete, either by assignment or surrender and re-grant, on a date mutually convenient for all parties, as soon as possible following consent by all landlords being granted. Any Crawley Borough Council property inspections must be up to date on the date of completion.
- (a) Housing Officer responsibilities
- A member of staff will provide assistance to any tenant who requires help registering on, or navigating, the HomeSwapper website.
  - Housing Officers or another member of staff will offer support to eligible Council tenants wishing to pursue a mutual exchange. This includes assistance with completing application forms, providing guidance, and supporting the tenant throughout the exchange process.
  - Information about mutual exchange services is available on the Crawley Borough Council website. These services are also periodically promoted in written tenant communications (such as the Council's magazine), communicated verbally by

- Housing Officers, and highlighted during discussions relating to tenants' rights and responsibilities under the tenancy agreement.
- Housing Officers will provide clear information on the tenant's current tenure and any implications arising from a mutual exchange. This includes advising tenants about potential changes to rent and service charges and undertaking affordability checks where required.

## **11. Unauthorised mutual exchanges and illegal payments**

- 11.1. Where the Council is made aware of a mutual exchange that has taken place without consent, the Council will in the first instance request that the two parties return to their homes. Should all parties fail to do so, then the Council will seek to terminate the tenancies by serving a Notice to Quit on the original homes and seeking repossession.
- 11.2. Where the Council is made aware of a mutual exchange where a secure tenant received a payment or other premium as an inducement to assign their tenancy then this is a ground for possession. The Council will serve the relevant Notice and seek possession of the property. Where the Council believes an offence has been committed, it may also seek a prosecution where appropriate.

## **12. Equalities Implications**

- 12.1. An equalities impact assessment has been carried out.

## **13. Environmental Implications**

- 13.1. Whilst the environmental implications of this policy are minimal, mutual exchange offers the opportunity for households find a property that better suits their needs. This may enable some households to downsize where appropriate reducing their environmental impact.

## **14. Consultation**

- 14.1. Consultation is an essential part of developing and implementing any policy. All policies must be consulted on with tenants and residents, and depending on the nature, complexity, or potential impact of the policy, this may involve consultation with the Tenant and Leaseholders Action Panel (TLAP), wider residents, and staff. For this policy, public consultation took place between 30 January 2026 and 13 February 2026.

## **15. Staff Training, Monitoring and Review**

- 15.1. This policy does not impact the current process for considering and completing applications for mutual exchange. However, periodically, some training will be required for those officers involved in the mutual exchange process including new staff.
- 15.2. This policy will be initially reviewed for efficacy, 12-months from adoption. A full review will be required at 5 years or before if legislation requires.

## Appendix A – **Schedule 3 Grounds for Withholding Consent to Assignment by Way of Exchange**

A local authority may refuse consent for a mutual exchange between secure tenants only on the statutory grounds set out in Schedule 3 of the Housing Act 1985 (as amended). These grounds ensure that exchanges proceed safely, lawfully, and appropriately for both the incoming and outgoing households.

The statutory grounds are as follows:

### Ground 1

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant

### Ground 2

Proceedings have been begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more of grounds 1 to 6 in Part I of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 (notice of proceedings for possession) which specifies one or more of those grounds and is still in force.

### Ground 2ZA

Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under section 84A (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under section 83ZA (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force.

### Ground 2A

Either—

(a) a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force, or

(b) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made,

in respect of the tenant or the proposed assignee or a person who is residing with either of them.

A “relevant order” means—

- an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour);
- an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);
- an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);
- an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;

- an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 or section 27 of the Police and Justice Act 2006.
- an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;
- a criminal behaviour order within the meaning given by section 330 of the Sentencing Code.
- An “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.
- A “demotion order” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.
- A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

#### Ground 2B

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

#### Ground 3

The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.

#### Ground 4

The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.

#### Ground 5

The dwelling-house—

(a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

(b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of—

- the landlord,
- a local authority,
- a development corporation,
- a housing action trust
- a Mayoral development corporation,
- an urban development corporation, or
- the governors of an aided school.

#### Ground 6

The landlord is a charity and the proposed assignee's occupation of the dwelling-house would conflict with the objects of the charity.

#### Ground 7

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house and if the assignment were made there would no longer be such a person residing in the dwelling-house.

#### Ground 8

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 satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling-house.

#### Ground 9

The dwelling-house 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 and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.

#### Ground 10

The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

## Appendix B – **Schedule 14 Grounds on which landlord may refuse to surrender and grant tenancies under section 158**

Under Section 158 of the Localism Act 2011, where a mutual exchange involves a secure tenant and a tenant holding either a flexible secure tenancy or an assured shorthold tenancy, the exchange takes place through surrender and re-grant.

A landlord may only refuse consent on the statutory grounds set out in Schedule 14.

The Schedule 14 grounds are as follows:

### 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

This ground is that either of the following conditions is met.

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).

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 4A

This ground is that either of the following conditions is met.

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 under section 84A of the Housing Act 1985 (absolute ground for possession for anti-social behaviour).

The second condition is that—

(a) a notice has been served on a relevant tenant under section 83ZA of that Act (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour), and

(b) the notice is still in force.

#### Ground 5

This ground is that either of the following conditions is met.

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)

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 5A

This ground is that either of the following conditions is met.

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 ground 7A in Part 1 of Schedule 2 to the Housing Act 1988 (absolute ground for possession for anti-social behaviour).

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 ground 7A and is still in force.

#### Ground 6

This ground is that either of the following conditions is met.

The first condition is that a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.

The second condition is that an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.

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,

(e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 or section 27 of the Police and Justice Act 2006;

(f) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or

(g) a criminal behaviour order within the meaning given by section 330 of the Sentencing Code;

- An “anti-social behaviour 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.
- a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;
- A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to the Housing Act 1985 or Ground 14ZA in Schedule 2 to the Housing Act 1988.

#### Ground 6A

This ground is that a dwelling-house let on an existing tenancy is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

#### 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

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

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.

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

This ground is that both of the following conditions are met.

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.

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

This ground is that both of the following conditions are met.

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.

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

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

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.

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.

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

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

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.

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

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.

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.