

CRM Case Ref: .....

## Application for Assignment to Tenancy by Mutual Exchange

(A separate form is needed for each Hounslow Council/Hounslow Homes property involved)

### 1. Your Details

Full Name (Tenant 1) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Full Name (Tenant 2) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Times to **avoid** for inspection / visits: \_\_\_\_\_

### 2. Details of everyone who will move into the new property with you

Surname	First Names	Relationship to tenant	Date of Birth

3. Do you have any pets? Yes  No  If Yes, please give details: \_\_\_\_\_

NB: some tenancies forbid pets, e.g. dogs in tower blocks or properties without private gardens.

### 4. Who will move into your property?

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name &amp; No.: \_\_\_\_\_

5. Are you moving into their property (2 way swap)? Yes  No

**6. If 'No' to Q.5, who lives at the property that you are moving to?**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Landlord's Address: \_\_\_\_\_

Contact Name &amp; No.: \_\_\_\_\_

**7. If a 4th party is involved, please give their details below:**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Landlord's Address: \_\_\_\_\_

Contact Name &amp; No.: \_\_\_\_\_

**Now please read the following and then sign at Page 4****What happens next? Important information and conditions to Mutual Exchange**

(Please also see the attached Mutual Exchange Information Sheet)

1. When we receive your application we will check to make sure that there are no reasons why the exchange should not take place.
  - We will check our systems to ensure that your tenancy is in order
  - We will arrange for your Estate Manager and a Technical Officer to visit your property to check it's size, type and condition. We like the incoming tenant to attend the technical inspection and we may ask you to organise that.

- We will also get in touch with any other landlords involved in the exchange to make sure that they agree, that their tenant is eligible to exchange and that all parties are moving to suitable properties.

You will not usually be able to exchange if you have a Notice of Seeking Possession or a Court Order in place, if there are adaptations to either property that are not needed by the incoming tenant, or if the property is unsuitable due to its size or type. A full list of reasons for refusal is given on the attached Information Sheet.

2. Once we have completed our investigations we will give you our decision as quickly as possible.
3. If the exchange is agreed, we may attach conditions to our consent:
  - any damage, unsatisfactory alterations, or missing fixtures and fittings (e.g. removed doors, banisters or balustrades) that are identified during the Technical Inspection must be repaired, removed, and/or reinstated by you. Where fire doors are missing they must be replaced by doors of equal quality and fire resistance.
  - any outstanding rent arrears must be paid
  - any other breach of tenancy condition, or failure to perform an obligation under the tenancy must be remedied
4. If you have been asked to do any work as a condition to the exchange, the exchange will not be allowed to complete without a satisfactory re-inspection by our Technical Officer.
5. All conditions attached to our consent must be met before you can sign the deeds or move.
6. If you have made any changes to the property, e.g. fitted a new kitchen or bathroom, with or without our permission, then these must remain in the property when you leave, or be replaced.

7. Your property must be left in a reasonable decorative condition, we will not decorate it for your exchange partner or decorate any London Borough of Hounslow or Hounslow Homes property that you are moving to.
8. We do not accept responsibility for the maintenance of outgoing tenants' improvements, fixtures, or fittings. Your exchange partner will be responsible for anything you have changed in your property for the duration of their tenancy.
9. If you are moving to another London Borough of Hounslow or Hounslow Homes property, you must accept it in the condition that you find it when you exchange and be responsible for maintaining or replacing any non-standard items for as long as you remain in the property.

**NB: Signing this form does not guarantee that the exchange will be approved.**

I/We accept the above conditions and understand that Hounslow Homes will need to share information about my household and my tenancy with any other landlord(s) involved.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**If you have a joint tenancy, both tenants must sign.**

**NB: All parties must complete an application form with their own landlord**

## Mutual Exchange Information Sheet

**Please read this leaflet carefully so you are aware of how a mutual exchange may affect your rights. If you are in any doubt you should seek independent legal advice.**

**You may wish to detach this section before submitting your application.**

### **Will this be a new tenancy for me?**

Section 92 of The Housing Act 1985 says that a tenancy can be passed on (assigned) to another person in certain circumstances. One way is by mutual exchange. You will give (assign) your tenancy to the other person and they will give (assign) theirs to you. You will not get a new Tenancy Agreement, but you will sign a Deed of Assignment in which you agree to swap tenancies and abide by the tenancy conditions for your new property.

### **What about the condition of the other property?**

You will be taking over someone else's tenancy, and therefore must accept that property, including any garden and/or outbuilding, as you find it. The Council will not decorate it for you, or change or repair any alterations made by the other person, these will become your responsibility. You are also advised to consider the availability of local facilities and the local area as a place to live before committing to the exchange.

### **What about improvements I have made to my home?**

You may have installed heating or other improvements. You should either leave them in good working order or else fully reinstate your home to its original condition. Whatever you decide to do you must tell the person with whom you are exchanging.

### **How much rent will I pay?**

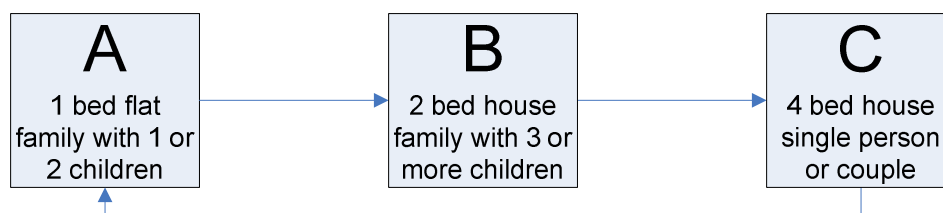
This depends on where you are moving to – the rent may be higher or lower than you pay at present. Ask to see the rent card of the property you are considering, and find out when the rents go up if it is not a Council property.

### **Will my relatives have the right to succeed my tenancy after I exchange?**

Some members of a tenant's family may have the right to succeed to the tenancy if the tenant has not already succeeded. Mutual exchange does not affect this position, and if the right to succeed exists it can be taken to your new home. Further details are available from your local housing office.

### **Is there a limit to the number of tenants who can be involved?**

Although exchanges are normally between two tenants multiple exchanges have been successful, but can be more difficult to complete with so many people involved. Multiple exchanges can help if a tenant in a very large home wants to move to a much smaller one.



### **What sort of tenancy will I have if I move to a Housing Association property?**

Housing associations do not usually have the same tenancy agreements as Councils, and their tenants may not have secure tenancies. The table below shows the differences between the rights of secure and assured tenants, but it is a good idea to ask to see a copy of the tenancy agreement before making a decision on whether to go ahead with the exchange, and to seek independent legal advice, eg: from the Citizens Advice Bureau or local Law Centre.

## Quick Comparison

Rights	Secure Tenants	Assured Tenants
Right to succession	Yes	Yes
Right to Buy	Yes	No – but some tenants can buy their properties with a discount.
Right to carry out improvements	Yes	Yes
Right to compensation for (certain) improvements	Yes	Yes
Right to transfer and exchange	Yes	Yes
Right to Manage	Yes	No
Right to Repair	Yes	Yes
Right to take in lodgers/sub-let	Yes	Yes
Right to consultation on any Tenancy Agreement change (except rent and service charges)	Yes	No
Right to information	Yes	Yes

### How many times can I exchange homes?

There is no limit, so long as you apply properly to your landlord each time.

### Do I need permission to do an exchange?

You must get the written consent of your landlord before you can lawfully assign your tenancy. Your exchange partner must also get written permission from their landlord. You must not move until you have all signed the Deeds of Assignment.

### What happens if I change my mind?

You can change your mind right up to the time you sign the Deeds of Assignment, but once they are signed there is a formal contract in place. You would then need to seek independent legal advice, as your exchange partner might take you to court for breach of contract if you don't go ahead.

## **Can the Council or another Landlord stop me exchanging?**

The law says your exchange can be refused if:

1. There is a current Court Order for Possession of one of the properties.
2. There is a current Notice of Seeking Possession on one of the properties.
3. The exchange would result in a property being substantially under-occupied.
4. The extent or size of one of the properties is not suitable for the incoming family (i.e. the exchange would result in it being overcrowded).
5. One party does not have a normal tenancy, e.g. a service tenancy.
6. A landlord is a charity and the exchange would conflict with the charity's aims.
7. A property has been specially adapted for a disabled person and the incoming tenant does not need the adaptation.
8. A landlord lets homes to people with particular needs and the new household does not have those needs.
9. One property is for special use, e.g. Sheltered Housing and the new tenant does not have a need for that service.
10. One of the properties belongs to a Housing Association/Co-operative and the tenant moving into it refuses to become a member of that Association.

All the landlords will consider these points, some of which may only apply to one property, but the decision will affect the whole exchange.

An exchange may be agreed subject to a condition that the tenant pays any outstanding rent, remedies any breach of tenancy and/or performs their obligations under the tenancy. If conditions are attached then the exchange will not complete until those conditions are met.