



**Halton**  
Housing

# Policy

<b>Title:</b>	Assignment and Mutual Exchange Policy
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<b>Author(s):</b>	Amanda Hogarty, Head of Neighbourhoods
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<b>Approved by:</b>	Lisa Olsen, Director of Customer Experience
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## 1. Introduction

- 1.1 Halton Housing (HH) aims to provide the highest standards of tenancy management. To achieve this, HH ensures all Customers within its properties are aware of their rights and circumstances of when they will be permitted to 'transfer' their tenancies.
- 1.2 This policy covers the ways in which tenancies can be 'implemented' via Assignment or Mutual Exchange, namely: -
- an assignment to a potential successor
  - an assignment where a Court has made an Adjustment Order in family proceedings.
  - an assignment by way of mutual exchange with another Halton Housing customer or with a customer of another landlord such as a local authority or another Registered Provider (Housing association)

## 2. Policy Statement

- 2.1 Halton Housing will deal with all applications for assignment and mutual exchange sensitively, fairly, promptly, efficiently, and in accordance with relevant legislation.
- 2.2 Each application will be considered on an individual basis to take account of the needs and requirements of the customers and Halton Housing.
- 2.3 Customers' rights concerning assignment and mutual exchange are detailed in the Halton Housing's tenancy agreement and these rights will be explained thoroughly when customers sign up for a tenancy with Halton Housing.

### Assignment

- 2.4 For the purposes of this Policy 'assignment' is the transfer of a tenancy from an existing tenant(s) to a new tenant(s). Under assignment, no new tenancy is created, and the terms and conditions of the tenancy remain the same. Therefore, an assignment is where a potential successor takes over the tenancy of an existing customer, including the tenancy agreement and terms of tenancy.
- 2.5 Written consent to the assignment request will be needed from Halton Housing and the assignment will be carried out by a 'Deed of Assignment' form supplied by Halton Housing.
- 2.6 Halton Housing will consider applications for assignments in the following circumstances: -

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1. An assignment to a potential successor
  2. An assignment where a Court has made a property adjustment order in family proceedings
  3. An assignment by way of mutual exchange with another Halton Housing tenant or with a tenant of another landlord such as a local authority or another housing association.
- 2.7 HH would accept the assignment of a tenancy if it is the result of a court order. This could occur because of a property adjustment order from family proceedings (where a tenancy is granted to one of the partners in a marriage/relationship following a divorce or separation), where a court orders the transfer of a tenancy for the benefit of a child or children, or where a joint tenant has been barred from residing at the property, by way of a Restraining Order or Injunction due to threatening or inappropriate behaviour.
- 2.8 If an assignment is proposed to a potential successor, this would be counted as a succession and no further successions would be allowed on this tenancy (Refer to the succession Policy).
- 2.9 HH reserves the right to refuse a request for assignment if there is a breach of tenancy or if there is good reason to believe the proposed assignee(s) would not be suitable for the property or the tenancy according to its internal policies and allocation criteria.
- 2.10 HH may also make the assignment conditional if there has been a breach of tenancy in any way, this could include remedying the breach, for example clearing any rent arrears owed before the assignment can go ahead.
- 2.11 Each case will be reviewed on its own merits and a decision will be taken by the Neighbourhood Manager to grant or refuse consent for the assignment. In exceptional circumstances the Neighbourhood Manager may waive the above conditions, for example in the case of domestic violence.
- 2.12 Where an assignment is requested, excluding a mutual exchange, on an assured short-hold tenancy, the incoming tenant would take on the tenancy for the remainder of the starter tenancy. As with all tenants on starter tenancies HH would reserve the right to extend the starter period if there are any issues regarding the conduct of the tenancy.
- 2.13 Where an assignment of a tenancy is granted, including for a mutual exchange, HH will request all new tenants to complete a 'deed of assignment'. A copy of the deed of assignment and a copy of the amended tenancy agreement will be supplied to the new tenant(s) within 10 working days of the assignment taking place.

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2.14 If an assignment is found to have taken place without HH consent, this matter will be viewed very seriously and HH will consider seeking legal action which may result in possession of the property for a breach of tenancy.

### Mutual Exchanges

2.15 Halton Housing supports customers to exchange through the promotion of an on-line registration process to a national exchange scheme (HomeSwapper.co.uk) which Halton Housing participates in and covers the cost of the registration for current customers only unless any of the below exemptions apply. Assistance will be provided to those customers who do not have access to a computer/internet.

2.16 Halton Housing require all parties to a proposed mutual exchange to complete an application form. HH will not normally refuse an application for exchange unless: -

- either customer is under Notice of Seeking Possession, or legal proceedings have begun following notice
- either property is specifically designed to help a disabled person or has other bespoke adaptations and aids which the new customer would not require
- either property is significantly too large or too small for either customer or their household. We may also make approval conditional were, for example: either customer is in rent arrears, but no legal action has been taken – in which case the customer will be asked to clear the arrears before the exchange can go ahead
- either customer is required to carry out work, which is their responsibility, where we deem there to be a risk to either party
- any unauthorised alterations have been made to the property
- property condition meets the threshold for a Tenancy Breach

2.17 All decisions made by Halton Housing will be confirmed in writing. A decision will be issued in writing within 42 days and may contain conditions. If the exchange is refused reasons will be provided as well as details of the appeals procedure.

2.18 Upon receipt of a mutual exchange application, a Neighbourhood Officer will visit all HH customers involved in the proposed exchange, to carry out a general inspection of the property. This inspection may identify works to be carried out by the customers or Halton Housing prior to approval of the exchange.

2.19 If all parties are Halton Housing customers, reports will be passed to the Neighbourhood Manager for consideration.

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- 2.20 If one of the parties is the customer of a different landlord, a tenancy reference concerning Halton Housing's customer will be sent to this landlord requesting a similar reference in respect of their customer and their views on the proposed exchange. Consideration for approval in this instance will take place once the respective tenancy references have been exchanged. Consent from both Halton Housing and the other landlord will be required for the exchange to be approved.
- 2.21 Halton Housing will not meet any costs resulting from the exchange other than repairs resulting from fair wear and tear. Such repairs will be carried out in accordance with priorities set by Halton Housing and once the exchange has taken place. Any fittings installed at the outgoing customer's expense and which Halton Housing has accepted responsibility for, must be left or the originals replaced. A charge may be levied against the customer if this is not complied with.
- 2.22 The properties involved in the exchange are accepted by the customer/s in their present condition. Although our Officers undertake a general visual inspection of the property, the responsibility lies with the "incoming" customer to fully inspect the property themselves and be satisfied to accept it in its present condition. Halton Housing will not be liable for any defects, damage or items left by the existing customer.
- 2.23 External customers exchanging into a HH property will be given a copy of our tenancy agreement for reference.
- 2.24 All parties must sign the necessary documentation and move into the properties on the date contained in the approval letter. Halton Housing will arrange for gas and electric checks at each of the properties and assess any related works necessary on or as soon after the date for the move contained in the approval letter.
- 2.25 Any customer transferring from a different landlord will receive a post exchange visit from a Neighbourhood Officer within 28 days of moving into the property. If either of the customers who are requesting an exchange were successors at the properties they are moving from, then they will remain successors at the new property they have exchanged into. Assignment to a Potential Successor Requests will be dealt with under HH Succession Policy.

### 3. Responsibilities

- 3.1 The Head of Neighbourhoods has responsibility to ensure this policy is followed within Halton Housing and managed appropriately.



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- 3.2 The Neighbourhood Managers and Neighbourhood Officers have responsibility for ensuring that Halton Housing are compliant with Legislative / Regulatory requirements and good practice.
- 3.3 Responsibility for the execution of this policy rests with all staff and contractors working on behalf of Halton Housing, whether that work is paid or voluntary.

## 4. Diversity Considerations

- 4.1 All applications will be dealt with in line with Halton Housing's Diversity Policy.

## 5. Regulatory and/or Legal Compliance

- Housing Act 1985, Housing Act 1988, Housing Act 1996
  - Human Rights Act 1998
  - The General Data Protection Regulations 2018
  - Data Protection Act 2018
  - The Equality Act 2010
  - The Localism Act 2011
  - The Housing (Preservation of Right to Buy) Regulations 1993
  - The Housing and Planning Act 2016
  - RSH's Regulatory Standards (Tenancy Standard)
- 5.1 An EIA Stage 1 Screening Form has been completed as part of the review of the initial review of this policy. This has determined that a stage 2 full assessment is not required.

## 6. Links to Strategies, Policies and Associated Documents

- Property Pool Plus Policy
- Lettings Policy
- Succession Policy
- Transfer Policy
- Tenancy Policy
- Charges to Customers Policy
- Home User Guide (HUG)
- Tenancy Agreement



Translations available on request by phoning 0303 333 0101 or  
via email at [info@haltonhousing.org](mailto:info@haltonhousing.org)

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