

## **EXCHANGING TENANCIES**

**This information sheet tells you how we will process your application to exchange tenancies and explains the "Right to Exchange"**

### **What happens next?**

We need a completed application form for each of the people involved in the exchange. If you are exchanging homes with the tenant of another landlord you may have to complete a form for the other landlord as well. We will keep you informed of each stage your application reaches but if you have any questions you are always welcome to contact the regional office dealing with your exchange - see the end of this sheet for details.

### **The Right to Exchange**

Your tenancy agreement with Russet Homes gives all Assured Tenants the Right to Exchange, subject to our prior written consent. This may also apply if you are a local authority tenant or the tenant of another housing association. Check with your present landlord for details.

When you send your form back to us we will send you a letter acknowledging the date that we received it. We then have 42 days to decide whether or not we can agree to your exchange.

If we refuse permission, you will receive a notice telling you why. If you do not receive a notice within 42 days of your original application telling you that you cannot move, we will be unable to refuse consent to your exchange.

We can only refuse consent to your exchange on one or more of the following grounds:

#### **Ground 1**

Either the incoming or outgoing tenant is or will be obliged by a Court Order to leave the property.

#### **Ground 2**

Either the incoming or outgoing tenant is subject to a current Notice of Possession Proceedings or possession proceedings have started. However, this only applies where possession is being sought on one or more of the following grounds:

- a) non-payment of rent or non-compliance with a tenancy condition;
- b) nuisance or annoyance to neighbours, or using the dwelling for immoral or illegal purposes;
- c) neglect or waste of the dwelling or common parts;
- d) ill-treatment of landlord's furniture;
- e) obtaining the tenancy by a false statement;
- f) participating in an exchange which has involved the payment of a premium.

#### **Ground 3**

The dwelling of the outgoing tenant is 'substantially more extensive than is reasonably required' by the incoming tenant.

**Ground 4**

The 'extent' of the outgoing tenant's dwelling is not 'reasonably suitable to the needs' of the incoming tenant.

**Ground 5**

The dwelling is in a cemetery, or within the curtilage of a building which is mainly of non-housing accommodation, and was let to the tenant or his or her predecessor through his or her employment by the landlord or other similar body.

**Ground 6**

The landlord is a charity and assignment to the incoming tenant would conflict with the objects of the charity.

**Ground 7**

The outgoing tenant's dwelling has substantially different features which are designed to make it suitable for occupation by a physically disabled person, and the result of the exchange would be that there would be no person living there who required these features.

**Ground 8**

The landlord is a housing association or housing trust which lets its dwellings to persons who face special difficulties (not merely financial) in meeting their own housing needs, and as a result of the exchange there would be no person living there who came within this category.

**Ground 9**

The outgoing tenant's dwelling is one of a group provided for people with special needs, with a social service or special needs facility provided in close proximity to help meet those needs, and as a result of the exchange there would be no person living there who had those needs.

In addition to these grounds for withholding consent to an exchange, we have powers to impose conditions. Where a tenant owes rent or is in breach of a tenancy condition we will only agree to the exchange on the condition that their account is cleared or the tenancy condition complied with.

**Where to go for advice**

If you are unsure about the procedure or want any advice please feel free to contact the regional housing office below - the telephone number is 01732 780999.

Exchanging tenancies may have implications for any guarantee you currently enjoy as part of your tenancy agreement and it is best to get our advice before proceeding too far with the exchange in case we are unable to match your expectations.

Our regional offices are:	<i>Russet Homes Ltd Regional Office (Tonbridge) Enterprise House 2 Avebury Avenue Tonbridge Kent TN9 1TL</i>	<i>Russet Homes Ltd Regional Office (Larkfield) 1-3 Martin Square Larkfield Aylesford Kent ME20 6QL</i>
---------------------------	--	---

The telephone number for both offices is 01732 780999