Application for Mutual Exchange Of Tenancy
Guidance Notes to Tenants
Regarding Mutual Exchanges

1. What is a Mutual Exchange?

A Mutual Exchange occurs where two tenants decide they want to 'swap' their homes. Each tenant legally 'assigns' their existing tenancy to the other.

2. What happens after I complete this form?

Once we have received applications from both you and your proposed exchange partner, we will write to you to confirm they have arrived.

Your application will then be passed to the Neighbourhood Services Officer for the area, who will check your tenancy file to ensure that:

- There is no possession order against your tenancy.
- You do not hold a Starter or Demoted tenancy.
- The family size is not large or too small for the intended property.
- There are no arrears or other outstanding debts on your account.
  – subject to permission by Head of Neighbourhood Services.
- Properties are not subject to a Section 106.

In cases where the proposed incoming tenant holds a tenancy with another landlord, we will contact them to obtain a reference, giving details about their rent account, anti-social behaviour and the general conduct of their tenancy.

If there are no issues, we will arrange for a property inspection to be carried out on property to ensure that there are no problems, such as poor condition, unreported repairs or unauthorised alterations. In such cases, Ocean can suspend the exchange application until any remedial works have been carried out.

If everything goes to plan, you will be contacted asking both you and your exchange partner to attend a meeting to sign the relevant paperwork. We will keep you updated throughout the process via telephone/letter.
3. Can Ocean Housing refuse an exchange?

Ocean Housing can refuse a Mutual Exchange on the following grounds. This list is not exhaustive.

- If we have started eviction proceedings or have obtained an eviction order against your tenancy.
- If one or both properties is a service tenancy, i.e. provided as part of a persons employment.
- If either property is too small or too large to accommodate the size of families involved.
- If a property has been adapted to accommodate a disabled person or is sheltered accommodation.
- If the property is subject to a Section 106 & the proposed incoming tenant does not meet the criteria.
- If the Ocean Housing tenant holds a Starter or Demoted tenancy.

If your application to exchange is refused for any of the above reasons, you do have the right to appeal in writing to the Head of Neighbourhood Services. In your letter, you should outline the reasons why you feel the decision to refuse your exchange should be reviewed.

4. Are there any other reasons for refusing consent?

No, but Ocean Housing can delay the exchange if either party is in breach of their tenancy agreement. For example, if there are rent arrears or the tenant has not properly maintained the property. In these cases, the exchange could only proceed if the arrears were cleared and/or if the property was brought up to an acceptable standard.

5. What are the formalities of an exchange?

Each party signs a Deed of Assignment at Ocean Housing’s offices, which sets the date for the exchange to take place.

6. What are the exchange partners responsible for?

An exchange is an agreement between the two exchange partners. Although Ocean Housing inspects the properties to assess standards prior to exchange, it is the exchange partners' sole responsibility to ensure that the other partner leaves their home in an acceptable condition. Ocean Housing will not be responsible for any repairs which are the responsibility of the tenant under the tenancy agreement.

7. What if I exchange without Ocean Housing's consent?

The exchange will be unlawful and may lead to eviction proceedings being taken against you.
8. Where should I send my completed form?

Please return the completed document to your Neighbourhood Services Officer at:

Ocean Housing
Stennack House
Stennack Road
Holmbush
St Austell
Cornwall
PL25 3SW
Application for a Mutual Exchange of Tenancy

Section A Your accommodation and household details:

1. Address:

   Postcode:

   Telephone:               Mobile:               Email:

2. Household – Please list everyone who are/will be living with you

<table>
<thead>
<tr>
<th>Full Name</th>
<th>D.O.B</th>
<th>Relationship</th>
<th>N.I. Number</th>
<th>Ethnicity</th>
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</thead>
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<td>Tenant</td>
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</table>

3. Current Accommodation Type:  ☐ House  ☐ Flat  ☐ Bungalow  ☐ Maisonette

4. Current Number of Bedrooms:  ☐ 1  ☐ 2  ☐ 3  ☐ 4  ☐ 5  ☐ Bedsit

5. Do you hold a Tenancy of a garage?  ☐ Yes  ☐ No

   Address of garage:

   Postcode:

6. Pets (Please Specify):
7.
Support Received?:

8.
Your reasons for wishing to exchange:
Section B  Your exchange partner’s accommodation and household details:

1
Address:                                                                                     Postcode:
Telephone:                                                                                   Mobile:                      Email:

2. Household

<table>
<thead>
<tr>
<th>Full Name</th>
<th>D.O.B</th>
<th>Relationship</th>
<th>N.I. Number</th>
<th>Ethnicity</th>
</tr>
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<tbody>
<tr>
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3. Current Accommodation Type:  □ House    □ Flat       □ Bungalow    □ Maisonne
4. Current Number of Bedrooms:  □ 1       □ 2         □ 3          □ 4         □ 5         □ Bedsit

5. Pets (Please Specify):

6. Do you or any members of your family moving with you have a criminal record or is registered on the sex offenders register?
   □ Yes       □ No        If yes, please give details
7. **Name & Address of exchange Partners Landlord**

<table>
<thead>
<tr>
<th>Housing Officer:</th>
<th>Telephone:</th>
<th>Email:</th>
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</thead>
</table>

8. **Support Received?**

9. Have you suffered from Domestic Violence and need a home safety visit?

   - Yes
   - No

   If yes, please give details

10. Do you currently have any arrears on your property or been served a legal notice from your landlord in the last 12 months?

    - Yes
    - No

    If yes, please give details
**Section C** Please indicate any items that you will be leaving behind in each room.

<table>
<thead>
<tr>
<th>Room</th>
<th>Carpet</th>
<th>Curtains</th>
<th>Curtain Rail</th>
<th>Lampshade(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lounge</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>Bathroom / toilet</td>
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<td>Hallway</td>
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<td>Bedroom 1</td>
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<td>Bedroom 5</td>
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<td>Kitchen</td>
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**Any Other Items**

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All the fixtures and fitting in your property belong to Ocean Housing Ltd and MUST NOT be removed from the property when you leave. This includes items such as electric switches / sockets / gas fires / storage heaters / fitted wardrobes / kitchen units / showers and shelving. Outgoing tenants may be eligible to claim compensation for some items they have added themselves or for improvements made to the property. Contact your Housing Officer for further details.

**Tenants Declaration**

1. The information I/we have provided is correct and complete.
2. I/we have inspected the property applied for.
3. I/we agree that I/we will be assigning my/our current tenancy in exchange for another and therefore, will have no further interest in the current tenancy.
4. I/we confirm that I/we have read and understood the guidance notes on page 2 of this document.
5. I/we intend to occupy the property applied for and will continue to do so for the foreseeable future.

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Joint Tenant</th>
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<tbody>
<tr>
<td>Signed</td>
<td>Signed</td>
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<td>Print</td>
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<td>DATE</td>
<td>DATE</td>
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</table>
Advice for tenants considering a Mutual Exchange

Dear Tenant,

You have expressed a wish to enter into a mutual exchange of properties with another tenant. This letter is intended to offer some precautionary advice as to the responsibilities that such a move places on you as an exchange partner.

Where a tenant undertakes a mutual exchange, they are assigning their existing tenancy to their exchange partner. By entering into a mutual exchange you are effectively agreeing to take on the tenancy terms and conditions of your exchange partner. Any existing tenancy breaches that your exchange partner may have incurred during the course of their tenancy would become your responsibility.

E.g. If your exchange partner had outstanding rent arrears on their tenancy then these would become your responsibility – you would be expected to clear them or be liable to possible re-possession action.
If they had carried out some unauthorised improvements or caused damage to the property, that required the landlord to carry out repairs, then you would be liable to any possible re-charges for the cost of the work.
If, when your exchange partner moved out of their property, they removed fixtures or fittings that the landlord needed to replace, then you would be liable for the replacement costs.

It is therefore important that, before you actually exchange properties, you ensure that your exchange partner has no outstanding rent arrears or that they have not damaged or irresponsibly altered their property in any way.

Where the exchange involves an Ocean tenant, Ocean will carry out a rent check on their tenant to ensure that they have no arrears. While having arrears does not allow the landlord to refuse an exchange, the landlord can delay the exchange until the arrears are cleared.

Where any unauthorised alterations or damage has been caused to a property by the outgoing tenant, this will mainly be your responsibility to check up on. Although Ocean will visit the property to speak to your exchange partner prior to the move, they will not be responsible for carrying out a detailed inspection of the property. Similarly, they will not be present at the property when the exchange takes place and so cannot safeguard the condition of the property when your exchange partner moves out.

The vast majority of mutual exchanges progress satisfactorily with little or no problems for all concerned. It is important, however, that both exchange partners are aware of their obligations and possible liabilities that carrying out a mutual exchange can bring. If you have any concerns regarding your potential exchange partner, please contact Ocean as soon as possible.
**Tenant Declaration (to be completed by incoming tenant only)**

I/We clearly understand the information above and understand that once the exchange is completed, I/we will take on all aspects of the previous tenancy including repairs and rent arrears.

<table>
<thead>
<tr>
<th>Name/s:</th>
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<tr>
<td>Current Address:</td>
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<td>Postcode:</td>
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<td>Address you are exchanging with:</td>
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<td>Signed</td>
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**PLEASE SIGN BOTH COPIES, RETURN ONE OF THEM TO OCEAN ALONG WITH THE PAPERWORK AND KEEP THE OTHER COPY FOR YOUR RECORDS**
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Name/s:

Current Address:

Postcode:

Address you are exchanging with:

Postcode:

Signed

Please sign both copies, return one of them to Ocean along with the paperwork and keep the other copy for your records.