



Mutual Exchange Policy

1.0 Introduction

- 1.1 This Policy sets out our position for our residents who would like to mutually exchange (MEX) their home with another social housing resident.
- 1.2 If there is any variance between this Policy and individual tenancy agreements, we'll follow the tenancy agreement.
- 1.3 In this Policy, the terms 'you' and 'your' mean our residents. The terms 'we', 'our', and 'us' mean Southern Housing.
- 1.4 In this Policy, we use the term 'residents' to refer to named tenants. This doesn't include household members.
- 1.5 If you don't have the right to a mutual exchange (see eligibility criteria in [section 3](#)) but still require a move, you can contact us and your local authority for alternative options.

2.0 What is a mutual exchange?

- 2.1 Mutual exchange is when residents in social housing obtain written consent from their landlord to swap homes with other social housing residents.
- 2.2 Mutual exchanges can take place between two or more properties and can be between the same or different landlords.
- 2.3 You'll take on the responsibilities and any issues from the resident you're exchanging with.

3.0 Who has the right to a mutual exchange?

- 3.1 If you have a secure tenancy, you have a statutory right to a mutual exchange.
- 3.2 If you have one of the following agreements, you have a contractual right to a mutual exchange if it's written into the terms of your tenancy agreement:
 - Assured tenancy
 - Fixed term assured shorthold tenancy with an initial fixed term of more than two years.

3.3 If you occupy on any of the following forms of agreement, you **do not** have the right to exchange:

- Starter tenancy, including extension periods
- Fixed term assured shorthold tenancy where the initial fixed term was less than two years
- Periodic assured shorthold tenancy
- Demoted tenancy
- Intermediate market rent or market rent tenancy
- Temporary (decant) tenancy (although tenants may have the right to exchange at their permanent address)
- Licence agreement
- Shared ownership, leasehold or freehold agreement.

3.4 If you're employed by or closely connected to Southern Housing, you'll need consent in line with our [Probity Policy](#).

4.0 Additional criteria

4.1 To exchange your home, you must:

- Be keeping to your tenancy conditions
- Not have rent arrears equivalent to more than one month's rent, unless there are exceptional circumstances.

We may make it a condition of our approval you clear any arrears by a specific date before the exchange takes place.

- Meet any criteria for the type of home you're exchanging into (e.g. age-restricted homes, affordable rent homes)
- Move to a home that's a suitable size¹ for your family. If you're downsizing, you may under-occupy by one bedroom in your new home.
- Rectify any resident responsibility repairs or alterations.

4.2 Sometimes, we may not be able to agree an exchange because of restrictions such as:

- Covenants
- Planning obligations
- Section 106² agreements
- Other legal grounds for refusal.

We'll let you know where these apply.

¹ As defined in Appendix A of our [Housing Options and Lettings Policy](#)

² An agreement containing planning obligations or restrictions under [section 106 of the Town and Country Planning Act 1990](#)

- 4.3 We won't agree to exchanges where there would be a breach of the law. An example is if we allowed you to exchange into a home too small for your family.
- 4.4 You must not offer a financial incentive or use coercive behaviour to exchange with another person. We won't allow exchanges where this has occurred.

5.0 How to do a mutual exchange

- 5.1 You are responsible for finding someone to exchange with. Both exchange partners must obtain our consent to the exchange.

If a mutual exchange takes place without our written consent, the exchange will be unlawful. You must return to your respective properties immediately or we'll treat occupants as unauthorised and take legal action to repossess the property/ies.

- 5.2 If you're moving into one of our properties, you must provide supporting documentation to prove your identity and so we can carry out Right to Rent checks³.
- 5.3 Mutual exchanges involving a joint tenancy require signed consent from all joint tenants.
- 5.4 We'll notify all parties applying for an exchange of our decision within 42 days from when we receive their full application, including the correct supporting documentation.

6.0 Inspection and repairs

- 6.1 We'll schedule an inspection of your home to assess the condition and identify any repairs needed. We'll rectify any major repairs or safety issues for which we're responsible and aware of prior to the exchange taking place.

You must let us know about any safety or repair issues you're aware of.

- 6.2 If you've made alterations without our consent, we may ask you to reinstate the property to its original state.
- 6.3 You must leave the property in good order, clean and clear of any belongings when you move.
- 6.4 You accept the condition of the property you're moving into on completion of the exchange. We're not responsible for any:
- 'Making good'⁴
 - Decorations
 - Fittings that have been left in the property
 - Removal of items left in the property.

³ Where legally required. Incoming residents with a local authority, secure, or assured tenancy are usually exempt.

⁴ Repairing or restoring to a 'finished' standard

- 6.5 In exceptional circumstances, we may agree to carry out urgent repairs outside of our obligations due to any potential health and safety risk. On these occasions, we may charge costs to outgoing residents.

7.0 Gas and electrical safety certificates

- 7.1 We'll arrange for a new 'satisfactory' Electrical Installation Condition Report (EICR) to be produced the week before the outgoing resident moves out and the incoming resident moves in.
- 7.2 Before an exchange can take place, and before the outgoing resident has vacated, our heating contractor must have capped the gas supply of the property.
- 7.3 Incoming residents must contact our heating contractor when they've moved in. The heating contractor must return to the property to carry out a 'turn on and test' and produce a new Landlord Gas Safety Record (LGSR).
- 7.4 Incoming and outgoing residents are responsible for taking meter readings and notifying energy suppliers of the change of resident.
- 7.5 You are responsible for providing instructions to the incoming resident for any appliances or services in the property.

8.0 Completing the mutual exchange

- 8.1 On completion of the mutual exchange, depending on the tenancy types, you'll either:
- Sign a Licence to Assign, taking over the outgoing resident's tenancy agreement
 - Surrender your existing tenancy and sign a new tenancy agreement.
- 8.2 We grant incoming residents who were social housing tenants on or before 1 April 2012, and have remained social housing tenants since that date, a tenancy with no less security when they choose to move to a Southern Housing social rented home. This won't apply where the property is let on Affordable Rent terms.
- 8.3 If you're moving to another social housing provider where your exchange partner has a fixed term tenancy, we'll check and inform you of the:
- Tenancy type they'll offer you
 - Term of the tenancy
 - Rent they'll charge.

You should seek independent legal advice on what this means.

9.0 Appeals against the decision

- 9.1 You can appeal the decision on a mutual exchange request in writing within 14 days of our decision. The appeal must set out why they feel the decision is not justified.

- 9.2 A manager not involved in the original decision will review the mutual exchange request. They will only uphold the appeal if they find the original decision did not meet legal requirements or follow this Policy. They'll respond with their decision within 14 working days.
- 9.3 If you believe we have not followed this Policy or met our legal obligations, you can use our complaints process (see [Complaints Policy](#)).

10.0 How we'll keep your information safe

- 10.1 We guarantee we'll store residents' information securely in line with our [Data Protection Policy](#).
- 10.2 We may share personal information with other organisations; we may give or receive information. We'll make sure information is kept safe and confidential. We'll only share information where we have sharing protocols in place and/or confidentiality agreements signed. We'll also give information to other organisations where we have to by law.

11.0 What we've done to ensure this Policy is fair

- 11.1 We've undertaken an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the [Equality Act 2010](#).

We've taken action to reduce the risk of this Policy discriminating against these groups. This Policy should have direct and positive equality and diversity impacts.

- 11.2 We recognise some residents, prospective residents, and those wishing to access our services may need adjustments due to a language barrier, disability, cultural need, or vulnerability. In these circumstances, in line with our [Reasonable Adjustments & Vulnerable Needs Policy](#), we'll work with residents to ensure we consider their specific needs, on a case-by-case basis, provided it doesn't compromise health and safety to individuals or homes. This includes working in partnership with other agencies to ensure we manage and mitigate any known risks of safety and wellbeing.
- 11.3 We aspire to embed diversity and inclusion within the culture of our business activities.

12.0 Review

- 12.1 We will review this Policy to address legislative, regulatory, best practice, or operational issues.

Policy controls

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