



Mutual Exchange Policy

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BROADACRES HOUSING ASSOCIATION

Mutual Exchange Policy

1.0 Introduction

- 1.1 Broadacres wishes to support customers by maximising their choice and opportunities to move into accommodation that meets their needs and aspirations.
- 1.2 We support mobility by giving some of our customers the opportunity to exchange their home with another Broadacres tenant or with a tenant of another social landlord.
- 1.3 The law on mutual exchange is complex and a tenant's right to exchange varies depending on the type of tenancy agreement they hold.
- 1.4 The following tenants can exchange homes in the UK, subject to meeting all relevant and applicable eligibility criteria:
 - Assured (lifetime).
 - Fixed term Assured Shorthold of 2 years or more.
 - Flexible.
 - Secure.
- 1.5 The following tenants do not have a right to exchange their homes:
 - Starter tenants until their tenancy converts into an assured tenancy.
 - Periodic assured shorthold tenants.
 - Shared ownership tenants.
- 1.6 The exchange is what is known as a “mutual exchange”, which is where two or more parties ‘swap’ homes. When a mutual exchange takes place, tenants take responsibility for the property they move into. Exchanges of more than two households are also permitted, so long as the landlord of each tenant gives written consent.
- 1.7 Many of our tenants have a right in accordance with their tenancy agreement to exchange their home with other tenants of Broadacres or with a tenant of another social landlord.
- 1.8 Our tenants have different mutual exchange rights depending on the type of tenancy agreement they hold.

2.0 Policy Purpose

2.1 The purpose of this policy is to set out our approach to dealing with a request for a mutual exchange.

3.0 Policy Scope

3.1 This policy covers how we will deal with requests for a mutual exchange.

3.2 The purpose of this policy is to ensure that when we are considering a request for a mutual exchange that we:

- provide clear guidance to our colleagues to enable them to effectively carry out their tenancy management roles;
- meet all applicable legal and regulatory requirements;
- comply with the terms of tenants' tenancy agreements; and
- make the best and most efficient use of our homes.

3.3 This policy applies to Broadacres customers with periodic assured tenancies only. Customers with periodic assured shorthold tenancies, starter tenancies and those on a licence do not have a right to a mutual exchange.

3.4 In addition, where there is a joint tenancy both tenants must agree to the exchange. If this is not possible, for example if the relationship has broken down, then an assignment of the tenancy could be explored. See Assignment Policy for further details.

4.0 Mutual Exchange the Detail

4.1 A mutual exchange is where two or more social housing tenants swap homes by exchanging tenancies with each other. Mutual exchanges can take place between tenants of the same or different landlords but can only be carried out where all landlords give written consent to the exchange. Tenants take on the full rights and obligations of their 'new' tenancy, including the rent. Not all tenants are eligible for a mutual exchange and there are certain circumstances in which a landlord may refuse an exchange.

4.2 A mutual exchange may be either an assignment of the tenancy or a surrender of the tenancy and granting a new tenancy agreement. This is dependent on the type of tenancy agreement the tenant holds and when the tenancy started. For clarity see Appendix 1.

4.3 **Assignment** is the transfer of a tenancy from one person to another. When a tenancy is assigned, the rights and responsibilities of the tenancy are transferred from the original tenant to the new tenant. If a tenancy is assigned during a mutual exchange, the tenants take on each other's tenancies.

4.4 **Surrender and re-grant** is where both tenants surrender their current tenancies and are awarded new tenancies, not necessarily on the same conditions. A new tenancy agreement is signed. This is used to comply with Section 158 of the Localism Act 2011 which provides protection for 'lifetime' tenants, i.e. Assured (housing association) tenants and Secure (council) tenants, that held their tenancy before 1 April 2012, who want to exchange with tenants with a flexible tenancy (a local authority tenancy type) or a fixed-term tenancy with a housing association which was not less than 2 years. This does not apply if the new tenancy is an affordable rent, intermediate rent or mortgage rescue tenancy.

4.5 If a tenant has a secure or assured tenancy which began on or after 1 April 2012 and wants to exchange with a tenant of a flexible tenancy (a local authority tenancy type) or a fixed-term tenancy with a housing association they could lose their lifetime tenancy. In these circumstances they are most likely to complete an assignment.

4.6 In most other circumstances and depending on the types of tenancies the exchanging tenants hold an assignment of the tenancies is likely, unless we are the landlord of both exchanging tenants and we choose, at our discretion, to affect the mutual exchange by way of the surrender of the existing tenancies and granting of new tenancies. In this case the tenancy type offered will be in accordance with our Tenancy Policy in force at the time the application to exchange is made.

5.0 Our Responsibilities

5.1 We will subscribe to an internet based mutual exchange service which allows tenants to register their interest in a mutual exchange and find suitable exchange properties. We will publicise the availability of this service on our website and through publications.

5.2 We will give notice of our decision to approve or decline an application to exchange within 42 calendar days of receiving a completed application. Our decision will be given in writing and will state the reasons for withholding consent where an application is declined.

- 5.3 We will not unreasonably refuse a request for a customer to complete a mutual exchange. Our decision will be based on whether a right to exchange exists in the particular tenancy agreement and also by referring to current governing legislation.
- 5.4 Valid gas and electric certificates will be in place for all our homes prior to approving the exchange and we will arrange for the necessary checks to obtain them. We will not allow the mutual exchange to proceed until any required works have been completed and the valid gas and electrical certificates are obtained.
- 5.5 We will carry out a landlord's gas safety inspection and electrical periodic inspection at the point of exchange.
- 5.6 We will conduct an inspection to assess the condition of the property, to identify any repairs that may be required and any damage or alterations that have been made. We will notify both the outgoing and incoming tenant of any repairs that they will be responsible for or to be carried out after the move takes place.
- 5.7 We will maintain responsibility for any landlord repair obligations and will complete any repairs that are our responsibility which have been reported to us, before the exchange takes place in line with our Responsive Repairs Policy and Procedure.
- 5.8 We may carry out repairs that are not our responsibility in exceptional circumstances, for example where there is a health and safety risk and will recharge the outgoing tenant for all costs of the work carried out.
- 5.9 All incoming tenants will be provided with the following certificates:
 - Gas Safety
 - Electrical Safety
 - Asbestos Report (if applicable)
 - Energy Performance Certificate (EPC)

6.0 Tenants' Responsibilities

- 6.1 Tenants are responsible for finding an exchange partner, and for making an application to us when they have found someone they want to exchange with.
- 6.2 Outgoing tenants will be required to repair any damage, neglect or alterations that they, their household or their visitors have made to the property and to complete any repairs that we consider to be their responsibility. These should be completed prior to the exchange.

- 6.3 Incoming tenants agree to accept the condition of the property they are exchanging to. They are responsible for carrying out their own inspection of the property prior to the exchange and for making any agreements or arrangements regarding the condition of the property with the outgoing tenant.
- 6.4 Following the exchange, incoming tenants will assume responsibility for any damage or alterations made to the property by the outgoing tenant and for all repairs that we consider to be tenant repair obligations that were not completed by the outgoing tenant.
- 6.5 Tenants must not move until they have received written confirmation from each landlord and signed the necessary paperwork to complete the exchange. If tenants move without our consent and without signing the required legal documents, we will treat the occupants as unauthorised occupiers and we may seek possession of our property.
- 6.6 Once an exchange has been approved, both tenants must give us 7 calendar days notice of the preferred exchange date to allow time to prepare the necessary documents.
- 6.7 The incoming customer will take on the responsibilities of the person that was exchanged with. This includes changes, improvements or alterations they made to the home.

7.0 Grounds for Withholding Consent to Exchange

- 7.1 Written consent must be provided by all landlords for an exchange to be completed.
- 7.2 Broadacres will not unreasonably withhold permission to exchange.
- 7.3 There are 4 different sets of grounds for refusing a mutual exchange application. Which set applies depends on the type of tenancy the applicant holds and whether the potential exchange is a Localism Act 2011 exchange, but will be one of the following:
 - Schedule 3 of the 1985 Housing Act (“Schedule 3”).
 - Schedule 3 and any additional criteria set out in the particular tenancy agreement.
 - Schedule 14 of the Localism Act 2011 (“Schedule 14”).
 - One the grounds set out in section 7.7 of this policy.

7.4 Schedule 3 of the 1985 Housing Act

- 7.4.1 A full list of the grounds for refusing under Schedule 3 can be found at

Appendix 2.

7.4.2 These apply to:

- Secure tenants.
- Assured tenants where their tenancy agreement states we can only refuse permission on the grounds set out in Schedule 3.

7.4.3 In these circumstances, no other grounds for refusing the application can be used including any restrictions under any planning agreements or local connection agreements.

7.5 Schedule 3 of the 1985 Act (Appendix 2) and any additional criteria set out in the tenancy agreement

7.5.1 This applies to assured tenants where the tenancy agreement states that we can only refuse permission on the grounds set out in Schedule 3, in addition to any additional criteria set out in the tenancy agreement, which may include:

- That the incoming tenant does not meet our allocations criteria at the time of the application.
- If either tenant does not meet any conditions relating to living at the property (such as the property would be overcrowded or under occupied by more than one bedroom).

7.5.2 We will always check our customer's tenancy agreement to check whether there are any provisions concerning the circumstances when we will accept or refuse permission for a mutual exchange.

7.5.3 In these circumstances no other grounds for refusing the application can be used.

7.5.4 In either case where Schedule 3 applies, we are able to give conditional approval to the mutual exchange where rent lawfully due has not been paid or another obligation of the tenancy agreement has been broken or not performed. For example, approval may be given subject to the tenant paying outstanding rent, clearing an untidy garden or completing a repair that is the tenants' responsibility.

7.6 Schedule 14 of the Localism Act 2011

7.6.1 A full list of the grounds for refusing under Schedule 14 can be found at Appendix 3.

7.6.2 These grounds only apply where the Localism Act 2011 applies to an

exchange i.e. a 'lifetime' tenancy that started before 1 April 2012 exchanging with a fixed-term social rent tenant. Only the grounds in Schedule 14 can be used as a reason to refuse. Unlike Schedule 3 grounds, a mutual exchange application can be refused because of a breach of tenancy conditions, and it does not require Broadacres to have served a Notice of Seeking Possession or started legal proceedings because of the breach. But no other conditions can be applied to our approval, including any restrictions under planning agreements or local connection agreements. The grounds in Schedule 14 are the only reasons we can refuse these types of application (see Appendix 3).

7.7 Refusing a mutual exchange under this policy

7.7.1 Where neither Schedule 3, nor Schedule 3 and the tenancy agreement, nor Schedule 14 applies, and in the absence of any specific clause in a customer's tenancy agreement we can refuse consent to a mutual exchange on the grounds set out below:

- Any of the grounds within Schedule 14 of the Localism Act 2011 apply.
- The incoming tenant does not meet our allocations criteria at the time of the application.
- The exchange would place us in breach of any relevant planning agreements or local connection restrictions.
- If it means that a perpetrator of domestic abuse or threatening or criminal behaviour is requesting a move into our area near their victim, the time elapsed since the offence will be considered. The decision will be based on the likelihood of further harm, whether mental or physical to the victim. In these circumstances, our decision may override that of the victim even if the victim does not object to the exchange. This is to protect against potential undue influence from the perpetrator.
- We believe that money has been passed between the parties to enable the exchange.
- We believe there has been coercive or undue pressure on one of the parties to enable the exchange to go ahead.
- The property would be overcrowded or under occupied by more than one bedroom.
- The property is let as accommodation for persons satisfying specific age criteria and if the exchange took place no such person would be living at the property.
- We have not received a satisfactory reference or property condition report from the other landlord within the timescales required.
- We have safeguarding concerns.

8.0 Unauthorised Mutual Exchange

- 8.1 If a mutual exchange takes place without our knowledge or consent, we will treat the occupants as unauthorised occupants of the property. The tenants will be given an opportunity to move back to their old properties but if they fail to do so, legal action may be taken against them as unauthorised occupants.
- 8.2 If a mutual exchange completes, but the tenants do not move as agreed, the tenants will be given an opportunity to move to their new properties but if they fail to do so, legal action may be taken against them as unauthorised occupants.
- 8.3 In both circumstances above, we would work with the other landlords involved and strongly suggest that they take the same approach.

9.0 Tenancy Fraud

- 9.1 We will reduce the risk of tenancy fraud by:
 - Requesting photographic identification from tenants before agreeing to the exchange.
 - Asking for any photographs of the tenant held by any other landlord.
 - Taking up references from other landlords.

10.0 Appeals Against the Decision

- 10.1 If an applicant wishes to appeal a decision on a mutual exchange, they can do so in writing by email or letter. Any appeal must be made within 14 calendar days of the applicant being notified of our decision. They may seek independent advice or help; Citizen Advice may be able to offer help.
- 10.2 The appeal must set out why they feel the decision is not right. A manager not involved in the original decision will review the decision and will only uphold the appeal if they find that legal requirements or Broadacres policy criteria are not met. We will aim to respond to appeals within 21 calendar days.

11.0 Vulnerable Customers Statement

- 11.1 We are committed to developing an equal and diverse culture where people are valued from all sections of society. We therefore oppose any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our

policies, procedures and services to meet the needs of all our customers.

11.2 Where we identify a customer who is vulnerable by reason of age, disability or illness, we will look to make reasonable adjustments to our services accordingly to meet the needs of those individuals. This may include altering the way we communicate with a customer or adjusting the service we offer to that person. Each case will be judged on its individual merits to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all our customers' needs and make any adjustments required to improve and enhance the service we deliver.

12.0 Confidentiality and Data Protection

12.1 We will follow all relevant data protection legislation particularly in relation to requests for information from third parties.

12.2 We are committed to protecting and respecting our customers' privacy. Our privacy policy will inform customers as to how we look after personal data, tell customers about their privacy rights and how the law protects customers. For a full copy of our privacy statement, please visit our website www.broadacres.org.uk

13.0 Complaints and Reviews

13.1 We will accept complaints by phone, letter, email, in person, via our website and social media.

13.2 Our complaints system provides customers with a fair, consistent, impartial and confidential process through which customers can express dissatisfaction about an element of our service and give us the opportunity to put right what has gone wrong.

13.3 We regard complaints as an opportunity to:

- see things from the customers viewpoint;
- identify weaknesses and put them right;
- identify service improvements; and
- improve customer satisfaction.

14.0 Consultation and Review

14.1 We will consult our customers on this policy. We will undertake a review of this policy whenever there are any relevant changes to legislation or regulatory requirements that would impact on this policy.

15.0 Responsibility

15.1 Overall responsibility for this policy sits with Broadacres Board of Management and our Senior Leadership Team. The Head of Customer Experience Housing and Support is responsible for the implementation, delivery and review of this policy.

16.0 Publicity

16.1 We will publicise this policy in a number of ways including on our website. We will make this policy available in different formats to suit the needs of our customers.

17.0 Legal and Regulatory Framework

17.1 We will ensure that this policy complies with all relevant legislation and takes account of best practice.

17.2 The relevant legislation is primarily:

- Housing Act 1985
- Housing Act 1988
- Localism Act 2011
- Equality Act 2010
- Human Rights Act 1998

17.3 The relevant regulatory position is found in the Tenancy Standard of the Regulator's Regulatory Framework.

18.0 Equality and Diversity

18.1 In order to comply with the Equality Act 2010, an Equality Impact Assessment (EIA) was completed as part of the policy review. Upon completing the EIA, it was found that the implementation of this policy would support and encourage the aims of the public sector duty.

19.0 Related Documents

19.1 The relevant documents are primarily:

- Tenancy Policy
- Allocations Policy
- Assignment Policy
- Responsive Repairs Policy and Procedure
- Mutual Exchange Procedure

Appendix 1 - TABLE SHOWING EXAMPLES OF WHAT TYPE OF MUTUAL EXCHANGE PROCESS APPLIES WHEN

Tenant 1 Current tenure	Secure (pre 1/4/2012)	Secure (post 1/4/2012)	Protected(b) and/or other assured periodic tenant pre 1/4/2012	Secure flexible (Local authority) (post 1/4/2012)	Protected(b) and/or Assured periodic (post 1/4/2012 tenancies)	Fixed term AST Social Rent 2+ years
Tenant 2 Current tenure						
Secure (pre 1/4/12 tenancies)	Deed of assignment Swap (same) tenure	Deed of assignment Swap (same) tenure	Deed of assignment Swap tenures	Surrender and Regrant 1. Discretionary tenure (a) 2. Retains full tenure	Deed of assignment Swap tenures	Surrender & Regrant (c) 2 retains full tenure 1 discretionary tenure (a)
Secure (post 1/4/12 tenancies)	Deed of assignment Swap (same) tenure	Deed of assignment Swap (same) tenure	Deed of assignment Swap tenures	Deed of assignment Swap tenure	Deed of assignment Swap tenures	Deed of assignment Swap tenures
Secure flexible (Local Authority) (post 1/4/12)	Surrender and Regrant 1. Retains full tenure 2. discretionary tenure (a)	Deed of assignment Swap tenure	Surrender & Regrant 1 retains full tenure 2 discretionary tenure (a)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures
Protected(b) and/or other assured periodic (pre 1/4/12)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures or discretionary surrender and regrant (d)	Surrender & regrant 2 retains full tenure 1 discretionary tenure (a)	Deed of assignment Swap tenures or discretionary surrender and regrant (d)	Surrender & Regrant 2 retains full tenure 1 discretionary tenure (a)
Protected(b) and/or Assured periodic (post 1/4/12)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures or discretionary surrender and regrant (d)	Deed of assignment Swap tenures	Deed of assignment Swap tenures or discretionary surrender and regrant (d)	Deed of assignment Swap tenures
Fixed term AST Social Rent 2+ years	Surrender & Regrant (c) 1 retains full tenure 2 discretionary tenure (a)	Deed of assignment Swap tenures	Surrender & Regrant 1 retains full tenure 2 discretionary tenure (a)	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap (same) tenure
Fixed term AST on Affordable Rent	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures	Deed of assignment Swap tenures

- (a) Discretionary tenure means whatever tenure the new landlord of tenant says will offer under its Tenure Policy.
- (b) “Protected” means a tenant who transferred to the landlord in the stock transfer, having previously held a secure tenancy with the local authority.
- (c) If the exchange is entirely within the same landlord, the “old style” tenant after the exchange will remain secure. If the exchange is between a fixed term tenant and a pre-1/4/2012 secure tenant of another landlord (i.e. the tenure guarantee tenant is incoming) then the tenancy offered must be full assured.
- (d) Note that if exchanging tenants are both Broadacres assured tenants then Broadacres may choose to affect the exchange by way of surrender and regrant.

Appendix 2

HOUSING ACT 1985 - SCHEDULE 3

GROUNDS FOR WITHHOLDING CONSENT TO ASSIGNMENT BY WAY OF MUTUAL EXCHANGE UNDER SECTION 92

Ground 1

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant.

Ground 2

Proceedings have begun for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more of grounds 1 to 6 in Part 1 of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 [or 83ZA] (notice of proceedings for possession) which specifies one or more of these grounds and is still in force.

Ground 2ZA

Proceedings have been begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under section 84A (absolute ground for possession for anti-social behaviour) or there has been served on the tenant or the proposed assignee a notice under section 83ZA (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force.

Ground 2A

Either-

- (a) a “relevant order”, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force, or
- (b) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made,

in respect of the tenant or the proposed assignee or a person who is residing with either of them.

A “relevant order” means–

an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour);

an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);

an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);
an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;

an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 [or section 27 of the Police and Justice Act 2006];

an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;

a criminal behaviour order within the meaning given by section 330 of the Sentencing Code

An “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.

A “demotion order” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.

A “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

Ground 2B

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 3

The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.

Ground 4

The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.

Ground 5

The dwelling house

- (a) forms part of or is within the curtilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and
- (b) was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being the employment of the landlord, a local authority, a [development] corporation, [a housing action trust,] [a Mayoral development corporation,] an urban development corporation, or the governors of an aided school.

Ground 6

The landlord is a charity and the proposed assignee's occupation of the dwelling house would conflict with the objects of the charity.

Ground 7

The dwelling house has features which are substantially different from those of ordinary dwelling houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling house and if the assignment were made there would no longer be such a person residing in the dwelling house.

Ground 8

The landlord is a housing association or housing trust which lets dwelling houses only for occupation (alone or with others) by persons whose

circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling house.

Ground 9

The dwelling house is one of a group of dwelling houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling house.

Ground 10

The dwelling-house is the subject of a management agreement under which the manager is a housing association of which at least half the members are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

Reference to a management agreement includes a section 247 or 249 arrangement, as defined by section 250A(6) of the Housing and Regeneration Act 2008.

Conditional consent may only be given where:

- rent lawfully due from the tenant has not been paid; or
- an obligation of the tenancy has been broken or not performed.

The consent required may be given subject to a condition requiring the tenant to pay the outstanding rent, remedy the breach or perform the obligation.

Appendix 3

LOCALISM ACT 2011 SCHEDULE 14

GROUND ON WHICH LANDLORD MAY REFUSE TO SURRENDER AND GRANT TENANCIES UNDER SECTION 158

Ground 1

This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

Ground 2

This ground is that an obligation under one of the existing tenancies has been broken or not performed.

Ground 3

This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4

This ground is that either of the following conditions is met.

The first condition is that:

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).

The second condition is that: -

- (a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and
- (b) the notice specifies one or more of those grounds and is still in force.

Ground 4A

The Ground is that either of the following conditions is met.

The first condition is that:

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
- (b) possession is sought under section 84A of the Housing Act 1985 (absolute ground for possession for anti-social behaviour).

The second condition is that:

- (a) a notice has been served on a relevant tenant under section 83ZA of that Act (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour), and
- (b) the notice is still in force.

Ground 5

This ground is that either of the following conditions is met.

The first condition is that:

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
- (b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession).

The second condition is that:

- (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
- (b) the notice specifies one or more of those grounds and is still in force.

Ground 5A

This ground is that either of the following conditions is met.

The first condition is that:

- (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
- (b) possession is sought on ground 7A in Part 1 of Schedule 2 to the Housing Act 1988 (absolute ground for possession for anti-social behaviour).

The second condition is that:

- (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and

- (b) the notice specifies ground 7A and is still in force.

Ground 6

This ground is that either of the following conditions is met.

The first condition is that:

- (a) a relevant order, a suspended anti-social behaviour possession order or a suspended riot-related possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.

The second condition is that:

- (a) an application is pending before any court for a relevant order, a demotion order, an anti-social behaviour possession order or a riot-related possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.

In this paragraph:

- a “relevant order” means -
 - (i) an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),
 - (ii) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),
 - (iii) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),
 - (iv) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998,
 - (v) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 [or section 27 of the Police and Justice Act 2006],
 - (vi) an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, or
 - (vii) a criminal behaviour order within the meaning given by section 330 of the Sentencing Code.

- an “anti-social behaviour possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.
- a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988.
- a “riot-related possession order” means an order for possession under Ground 2ZA in Schedule 2 to the Housing Act 1985 or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Ground 6A

This ground is that a dwelling-house let on an existing tenancy is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

Ground 7

This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

Ground 8

This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of:

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- (b) the family of that tenant or those tenants.

Ground 9

This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

The first condition is that the dwelling-house:

- (a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord:
 - (i) is held mainly for purposes other than housing purposes, and
 - (ii) consists mainly of accommodation other than housing accommodation, or
- (b) is situated in a cemetery.

The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of:

- (a) the landlord under the tenancy,
- (b) a local authority,
- (c) a development corporation,
- (d) a housing action trust,
- (e) an urban development corporation, or
- (f) the governors of an aided school.

Ground 10

This ground is that the landlord is a charity and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

Ground 11

This ground is that both of the following conditions are met.

The first condition is that the dwelling-house proposed to be let on the new tenancy has features that: -

- (a) are substantially different from those of ordinary dwelling-houses, and
- (b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house.

The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.

Ground 12

This ground is that both of the following conditions are met.

The first condition is that the landlord is a housing association or housing trust which lets dwelling houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.

The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

Ground 13

This ground is that all of the following conditions are met.

The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.

The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.

The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house.

Ground 14

This ground is that all of the following conditions are met.

The first condition is that:

- (a) the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and
- (b) at least half the members of the association are tenants of dwelling-houses subject to the agreement.

The second condition is that at least half the tenants of the dwelling-houses are members of the association.

The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.

References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A(6) of the Housing and Regeneration Act 2008.

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