



INNISFREE HOUSING ASSOCIATION

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Mutual Exchange Policy

MUTUAL EXCHANGE POLICY

CONTENT

1. Introduction	Page 2
2. Our approach	Page 2
3. Policy aims	Page 3
4. What is a mutual exchange?	Page 3
5. Right to exchange	Page 4
6. Who can exchange?	Page 4
7. How to look for an exchange partner	Page 5
8. What to do when you have found an exchange partner	Page 6
9. Refusing an exchange	Page 7
10. Rent arrears	Page 8
11. Affordability	Page 8
12. Adapted properties	Page 8
13. Appropriately sized homes	Page 9
14. Inspecting the property	Page 9
15. Preserved Right to Buy	Page 10
16. Succession	Page 10
17. Approving an application	Page 11
18. Repairs and maintenance works after the exchange	Page 11
19. Mutual exchanges without consent	Page 12
20. Complaints and comments	Page 12
21. Data sharing	Page 13
22. Equality, diversity, and inclusion	Page 13
23. Consultation and reviewing this policy	Page 14

MUTUAL EXCHANGE POLICY

1. INTRODUCTION

- 1.1. Innisfree Housing Association (Innisfree) was established in May 1985 to provide housing for homeless and inadequately housed Irish people in London.
- 1.2. The Association has 606 homes and operates predominantly in North and North West London, with the majority of stock in the boroughs of Brent, Camden, Hammersmith and Fulham and Haringey. The other boroughs where Innisfree has homes are; Barnet, Lewisham, Lambeth, Hertsmere, Islington, Harrow, Enfield, Ealing, and Hillingdon.
- 1.3. Our ability to let homes is limited by the number of empty properties we have, and the size, type, and locations of these properties. Many people are in need of appropriately sized homes, more people than there are properties available, therefore there is a need to support our tenants to access homes in a wider network.

2. OUR APPROACH

- 2.1 This policy applies to Secure and Assured tenants in general need and sheltered properties, who wish to carry out a mutual exchange with another Innisfree tenant or with another social housing tenant.
- 2.2 This policy does not apply to Innisfree tenants still within a starter/introductory period, or those living in shared houses, supported accommodation, or rent-to-buy property.

3. POLICY AIMS

- 3.1 This policy clarifies which tenancies have the right to conduct a mutual exchange, how exchanges are considered, and the method by which the tenancies will be exchanged.
- 3.2 This policy outlines the responsibilities of both Innisfree and the tenant, and the standards and obligations with which they are expected to comply with during the mutual exchange process.
- 3.3 Innisfree aim to create and maximise opportunities for our qualifying tenants to exercise their choice in accessing housing that meets their needs and aspirations.
- 3.4 This policy also provides options for Innisfree tenants to move homes in addition to, or as an alternative to, our internal transfers. For further information please see the Transfer Policy.

4. WHAT IS A MUTUAL EXCHANGE?

- 4.1 A mutual exchange is a way for social housing tenants to swap homes with another social housing tenant. People swap homes for many reasons; usually because their home is too big or too small, or they would like to move to a different area.
- 4.2 Tenants can exchange to any part of the United Kingdom, or they can stay near to their current homes.
- 4.3 You are not restricted to moving to another Innisfree property; you can swap with social housing tenants as all social housing landlords are required to allow mutual exchanges.
- 4.4 Exchanges do not have to be limited to two households – you may find yourself part of a multi-way swap between 3 households or more. There is no limit to how many people you can have in your home swap chain however be aware that it may get more complicated as the chain gets bigger due to the number of people involved.
- 4.5 A mutual exchange means that you are swapping homes and tenancies. Therefore, you will inherit the tenancy terms and conditions, and the home of the person that you are swapping with.

5. THE RIGHT TO EXCHANGE

- 5.1 The right to request a mutual exchange depends on the type of tenancy the tenant holds and its start date. The grounds for refusing a mutual exchange also depends on the type of tenancy held by the incoming and outgoing tenants, and their start dates.
- 5.2 Secure tenants have a statutory right to exchange their tenancy with another social housing tenant under section 92 of the Housing Act 1985 (as amended). Any refusals must be specified on specific grounds identified under the Localism Act 2011.
- 5.3 Assured tenants have a contractual right to exchange their home under their tenancy agreement. Tenants are advised to read their tenancy terms and conditions to confirm.
- 5.4 Assured Shorthold Tenants do not have a right to exchange their home.
- 5.5 Exchanging tenants are advised to seek independent legal advice if they wish to exchange with a tenant with a different tenancy type. Innisfree may permit such exchanges where both landlords agree, and the legal implications are clearly understood by all parties. Each case will be assessed individually, and written consent must be obtained from all landlords involved.

6. WHO CAN EXCHANGE?

- 6.1 Tenants will not qualify for a mutual exchange if they do not have a statutory or contractual right to exchange. The tenants that cannot exchange are those with a:
- Starter or Introductory tenancy
 - Intermediate Market Rent tenancy
 - Periodic Assured Shorthold tenancy
 - Tenancy within a demoted tenancy period
 - Licence Agreement
- 6.2 Tenants that may exchange will be on a Secure tenancy or an Assured tenancy in our general needs or sheltered properties.

7. HOW TO LOOK FOR AN EXCHANGE PARTNER

- 7.1 Innisfree offer free membership for all Secure or Assured Innisfree tenants to join HomeSwapper.co.uk. HomeSwapper is a national service that helps social housing tenants to advertise their current home and find someone to swap with. The tenant will need to understand and agree to HomeSwapper's terms of service, including their privacy statement outlining what personal data will be visible to other applicants.
- 7.2 Once you register online for the free service your application will be passed to your Housing Officer for approval. If you have a clear rent account, no recent history of antisocial behaviour, and are not under any enforcement action, it is likely that your application will be approved so you can start looking for an exchange.
- 7.3 If we are unable to approve your HomeSwapper application, we will contact you to explain why and help you to resolve the issue where possible.
- 7.4 If a tenant is having difficulty managing their account with HomeSwapper, their Housing Officer will provide reasonable support. However, as HomeSwapper is a third-party organisation, Innisfree are limited in the technical support we can provide.

8. WHAT TO DO WHEN YOU HAVE FOUND AN EXCHANGE PARTNER

- 8.1 Once you have found a partner(s) to exchange with, you should take time to view the property you are hoping to move to. You should ask questions about their home, their landlord, their neighbours and make sure you are comfortable moving there.
- 8.2 When you are ready all exchange partners in the chain must contact their landlords to start the exchange request procedure. Each landlord may work differently, but the premise is the same:
- You will all need to complete a Mutual Exchange Application form, giving details of your current home and the home you are looking to exchange with. Innisfree would like each member of your exchange chain to complete a form, so we are aware of all parties involved in the exchange.
 - Once Innisfree receive the completed forms, we have 42 calendar days to investigate and give you a decision on whether the exchange can take place.
 - To investigate the exchange, we will check:
 - Will everyone be housed in a suitably sized home?
 - Does anyone have any rent arrears?
 - Will everyone be able to afford the rent at their proposed new homes?
 - Whether the tenancy types are compatible and whether both landlords consent to the exchange.
 - Does anyone or their household have a history of antisocial behaviour?
 - Does anyone have any court orders against them or their household?
 - Are you exchanging with a tenant that has the same tenancy type as you?
 - Do the other landlords approve of the exchange?
 - We will conduct a home visit to complete a Pre-Void Inspection to check that your home is in good repair and safe to exchange
- 8.3 Your Housing Officer will investigate your exchange application, liaise with the other landlords involved, and will inform you of their decision within the 42-day time scale.
- 8.4 If the Housing Officer cannot gather the necessary information within 42 days, your exchange may be declined. For example, if your exchange partner is not cooperating with their landlord and this delays their decision making, we will reject the application as we do not have enough information to approve. You can apply again when all parties are ready.

9. REFUSING AN EXCHANGE

- 9.1 Innisfree will consider all applications for mutual exchange but will refuse an application where it is not appropriate to continue with the swap.
- 9.2 There are many reasons that an application may be refused, this includes:
- Statutory refusal grounds for Secure tenants, outlined in Schedule 3 of the Housing Act 1985
 - Statutory refusal grounds for Assured tenants or Assured Shorthold tenants, outlined in Schedule 14 of the Localism Act 2011
 - The incoming tenant does not meet the eligibility criteria for the home, i.e.:
 - They will be overcrowded
 - They will be under-occupying the property by more than one bedroom
 - They do not meet the age criteria, if exchanging into sheltered accommodation
 - The exchange would place Innisfree in breach of any planning agreements or local connection restrictions
 - The exchange may result in a perpetrator of domestic violence breaching an existing court order
 - Innisfree are aware the incoming tenant, or a member of their household has been involved in antisocial behaviour, unlawful activity or any other significant breach of tenancy terms and conditions
 - Innisfree have previously evicted or taken legal action against the incoming tenant or a member of their household
 - Innisfree have reason to believe a financial incentive is involved in the exchange
 - The incoming or outgoing tenant has rent arrears
 - Innisfree have not received a satisfactory reference from the incoming tenant's landlord within the required timescales
 - The property has been adapted for a person with particular needs that the incoming tenant does not have
 - The property has been altered without Innisfree's consent
- 9.3 If we refuse an exchange, we will write to the tenant to inform them of our decision, and the reasons for the refusal.

10. RENT ARREARS

- 10.1 Rent arrears on an incoming tenant's account, or an outgoing tenant's account, can be grounds for refusal of a mutual exchange. However, wherever possible we will work with the outgoing tenant to clear their arrears using a repayment plan. We may grant conditional approval for the exchange to take place; this will be withdrawn if the arrears are not cleared by the agreed date.
- 10.2 Where arrears are cleared before the move, Innisfree will not stop the exchange from taking place.
- 10.3 If a tenant is moving to another Innisfree property, we may support the tenant to repay the arrears through a repayment agreement and allow the exchange to take place. This is a discretionary decision made by the Housing Officer, Income Management Officer, and the Operations Director.
- 10.4 Rent arrears that are subject to court action will be a ground for refusal, and Innisfree will reject the application on this basis.

11. AFFORDABILITY

- 11.1 We will take steps to assess the tenant's ability to pay rent on the new property by completing an Affordability Assessment form with them.
- 11.2 Affordability should not be a ground for refusal of a mutual exchange application; however, we strongly encourage tenants to move to homes that they can afford to manage. We will emphasise the risk they face of losing their tenancy by exchanging into an unaffordable home.

12. ADAPTED PROPERTIES

- 12.1 Homes that have been adapted for people with specific needs will be assessed to determine whether they are suitable for the incoming tenant. For example, homes with a bathroom adapted into a wet room may not be suitable for a family with young children.
- 12.2 Mutual exchanges involving adapted properties will be considered on a case-by-case basis if the incoming tenant does not have need for those specific adaptations.

13. APPROPRIATELY SIZED HOMES

- 13.1 Under occupation can be a ground for refusal of a mutual exchange application.
- 13.2 The mutual exchange may be rejected if the home would be too large or too small for the incoming tenant, or otherwise not reasonably suitable for their needs.
- 13.3 Innisfree have the discretion to allow the incoming tenants to under-occupy by one bedroom – this will be assessed on a case-by-case basis.

14. INSPECTING THE PROPERTY

- 14.1 A Housing Officer will conduct a Pre-Exchange Inspection before a mutual exchange can take place. The inspection records the current state of the home being considered for exchange and notes any non-standard alterations or fittings. The inspection will help us identify whether any repair works need to be undertaken by the tenant or by Innisfree, and whether there are any health and safety concerns in the home.
- 14.2 In line with the requirements of Awaab's Law (2025) and the Decent Homes Standard, Innisfree will ensure that any issues relating to damp, mould, or other health and safety hazards are identified during the Pre-Exchange Inspection and will be addressed within the required timescales.
- 14.3 Both the current tenant and the incoming tenant may consider attending the pre-exchange inspection of the home, so that they can view the property. The outgoing tenant must sign the pre-exchange inspection form, noting any actions to be taken before the exchange takes place. A copy of the inspection form will be shared with the incoming tenant for their information.
- 14.4 Innisfree will not maintain or repair any non-standard alterations and fittings made by the current tenant. If these fittings are not changed or removed before the exchange, they will be gifted to the new tenant who will be responsible for maintaining the items themselves.
- 14.5 Non-standard fixtures and fittings which should be Innisfree's responsibility to maintain under our Responsive Repairs Policy must be reinstated to their original state by the outgoing tenant before the mutual exchange can take place.

15. PRESERVED RIGHT TO BUY

- 15.1 Tenants with Secure tenancies that live in homes transferred to Innisfree through a stock exchange may have a Preserved Right to Buy.
- 15.2 Secure tenants that apply to move via mutual exchange will be assessed by their Housing Officer to determine whether they have the Preserved Right to Buy.
- 15.3 When these tenants exchange homes to another Innisfree property they will retain their Preserved Right to Buy status at that property too.
- 15.4 If a tenant with Preserved Right to Buy exchanges homes with a tenant outside of Innisfree's housing stock, they will not retain the Preserved Right to Buy.

16. SUCCESSION

- 16.1 Mutual Exchanges are completed by Assigning the tenancy to the incoming tenant. This Assignment does not count as a statutory succession.
- 16.2 No new succession rights are created as a result of the Assignment, and the incoming tenant should be aware that they inherit the tenancy of the outgoing person. For example, if the outgoing tenant succeeded the tenancy from their deceased parent or partner before the mutual exchange took place, no further successions will be granted to the incoming tenant. For further guidance, please see the Succession Policy.

17. APPROVING AN APPLICATION

- 17.1 If your application is approved, your Housing Officer will inform you in writing of their decision and the next steps. They will also inform the other landlords of their decision.
- 17.2 Once the application has been approved in writing and all other involved landlords have formally approve of the exchange, the outgoing Innisfree tenant and incoming tenant will be invited to complete the Assignment paperwork.
- 17.3 The Assignment process is very simple and involves the outgoing tenant formally signing their tenancy and existing tenancy agreement over to the incoming exchange partner.
- 17.4 An exchange date will be agreed with all parties, and once the Assignment paperwork has been completed and signed, the tenants can move homes on this date.

18. REPAIRS AND MAINTENANCE WORKS AFTER THE EXCHANGE

- 18.1 Innisfree will continue to undertake repairs and routine maintenance works of our standard fixtures and fittings as usual after an exchange takes place, in line with our Responsive Repairs Policy.
- 18.2 The incoming tenant has agreed to take responsibility for any non-standard fixtures or fittings, they are responsible for the repair and upkeep of these items. Innisfree do not take any responsibility and will not make repairs to these items. For example, if the former tenant fitted their own kitchen units and the incoming tenant has accepted gifting of them, Innisfree are not responsible for the upkeep or repairs to the kitchen units.
- 18.3 We may carry out repairs that are not our responsibility in exceptional circumstances, for example where there is a health and safety risk. In these circumstances we may recharge the responsible tenant for the works undertaken.

- 18.4 Major planned maintenance works will not be bought forward during a mutual exchange application; the works will continue as planned. For further information on planned works please see the Planned Works Policy.
- 18.5 We will ensure our property has valid gas and electrical certificates prior to approving the exchange and 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.

19. MUTUAL EXCHANGES WITHOUT CONSENT

- 19.1 If a tenant exchanges their property without Innisfree's written consent, or if their application was withheld or rejected by either parties' landlord, the exchange is unlawful.
- 19.2 In this circumstance, Innisfree will take appropriate legal action and will consider both tenants as being in breach of their original tenancy agreement. The tenants remain liable for the rent and obligations of their original tenancies.

20. COMPLAINTS AND COMMENTS

- 20.1 Tenants that are unhappy with the way that their exchange application have been handled can raise their concerns through our Complaints Policy.

21. DATA SHARING

- 21.1 All information will be stored in our Housing Management systems. All case notes, case files, and personal information will be kept confidential in line with the Data Protection Act 2018. We will adhere to the Data Protection Act and comply with General Data Protection Regulation for Sharing Personal Information to ensure that we maintain confidentiality of all parties.
- 21.2 We will share information with third parties that are involved in these exchanges and where we have an information sharing protocol in place, if there are safeguarding concerns, or we have a duty to do so for the purpose of crime prevention under the provisions of the Crime and Disorder Act 1998, and the provisions of the Data Protection Act 2018 (and any other relevant legislation) justify it.

22. EQUALITY, DIVERSITY, AND INCLUSION

- 22.1 We are committed to embedding the 2010 Equality Act into our Policies and Procedures. As part of this commitment, staff should facilitate reasonable adjustments and adapt our standard policies and procedures wherever possible.
- 22.2 To make an adjustment means to change work practices to avoid or correct the disadvantage to a person with a disability. This may include:
- Allowing more time than we would usually for someone to provide information that we needed.
 - Providing specialist equipment or additional support such as a sign language interpreter.

23. REVIEWING THIS POLICY

- 23.1 We will publish our policy on our website and through our newsletter.
- 23.2 We will review this policy every 3 years.



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