Address:

What’s involved in a mutual exchange?

Swapping homes with someone is never straight forward. There are often disputes between tenants after the exchange has gone ahead. You need to be absolutely clear with each other about what’s happening as we’re not able to intervene and resolve these personal disputes.

People have good reasons for wanting to exchange with each other. However, disputes between tenants (and the time, money and work involved in moving into a home in the condition the other tenant leaves it) can mean it’s more trouble than it’s worth. Also, either tenant can change their mind and not go ahead with the exchange up to and including the agreed date.

Think carefully before agreeing to go ahead with an exchange. If you have any questions or concerns please speak to your Housing Officer.

Administration fee

If you have a tenancy with SHAL you will need to pay an administration fee of £25.00 when you submit your application. **This fee is non-refundable.**

Safety checks

In addition to the administration fee you’ll also need to pay for the necessary safety checks involved in exchanging your tenancy, including electric and gas, oil and solid fuel (which is applicable). You don’t need to pay these when you apply but you will need to pay them before the exchange goes ahead.

Electric: £75.00 Oil: £75.00

Gas: £75.00 Solid fuel: £50.00

You can pay these fees online at [www.shal.org](http://www.shal.org) or by calling allpay on 01278 444344 and selecting option 1. Please use the Payment Reference Number (PRN): 9826 9037 2770 7186 784 and send confirmation to Information@shal.org

What should I be checking?

|  |
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| Tenancy |
| Outgoing tenant | Incoming tenant |
| You should check what **type of tenancy** you’ll have if the exchange goes ahead – and what the terms and conditions are.You could end up with a fixed term tenancy meaning your new landlord will re-assess your eligibility after a fixed number of years. | You will be assigned as **assured tenancy.** This means your tenancy will end only if you give notice or we evict you because you’ve breached your tenancy. |
| Home |
| Outgoing tenant | Incoming tenant |
| We will consider the **condition of your property** before we give consent.Also, you need to be absolutely clear with the outgoing tenant about how you want them to leave their property. A lot can happen between the initial inspection and when you move in and we would always recommend you carry out a **final check** before you move.You will also become responsible for any **unwanted items the outgoing tenant may leave behind.** | When you exchange you agree to accept the property in the condition the outgoing tenant leaves it in.You need to be absolutely clear with the outgoing tenant about how you want them to leave the property. A lot can happen between the initial inspection and when you move in and we would always recommend you carry out a **final check** before you move.You will also become responsible for any **unwanted items the outgoing tenant may leave behind.**The outgoing tenant will give you all the keys they have for the property (including for the windows). We don’t keep spare keys and we won’t change locks when you move in. |

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| Rent |
| Outgoing tenant | Incoming tenant |
| You will need to pay all outstanding rent, costs and re-charges before the tenancies exchange.We may refuse to give consent if there are substantial arrears or re-charges or if we’ve served you with either a Notice of Seeking Possession or Court Order.You should also check you can afford to pay the rent at your new home. It might be a lot more than you pay at the moment, especially if you’ll be under-occupying. There may also be a service charge that could increase. Also, moving could mean you need to claim Universal Credit. | You should check you can afford to pay the rent at your new home. It might be a lot more than you pay at the moment, especially if you’ll be under-occupying. There may also be a service charge that could increase. Also, moving could mean you need to claim Universal Credit.You must always pay your rent in advance and you will need to make a payment the day the tenancies exchange. |

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| Home improvements |
| Outgoing tenant | Incoming tenant |
| You may want to check with your new landlord if they have any **plans to invest** in your new home. | SHAL has a planned investment programme to replace things like bathrooms, boilers, doors, kitchens and windows. We will confirm if the property is due to have any investment this year. If you’re not sure you should always check.You will become **responsible for any alterations or improvements** the outgoing tenant may have made while they were living there. |
| Repairs |
| Outgoing tenant | Incoming tenant |
| You should check what you will become **responsible for** once you’ve moved in and agree with the current tenant what you’d like them to do before they move out.You should also check with your new landlord what their policy for repairs is following an exchange. Some landlords may not carry out any repairs in the first 12 months or more after you’ve moved in. | We will continue to maintain and repair what we’re responsible for.However, you need to understand what you’ll become **responsible for** after you move in. This includes any damages (accidental or deliberate).A lot can happen between our initial inspection and when you move in and we would always recommend you **check before you move.** |

What’s the process?

What should I be checking?

You need to inspect the property **before you apply.**

You need to know what you’ll be responsible for and what work may be involved after you move into the property. You can use this form to help you. We’d also recommend completing one final inspection **before you decide to sign** the paperwork that exchanges the tenancies.

|  |  |
| --- | --- |
| Internal  | External |
| What are the walls and ceilings like? What about the flooring? Have any windows been broken? Are any internal doors damaged or missing? Is there any mould or condensation that I’ll need to clean and remove? | What are the gardens like? Will the tenant clear them? Will I be able to clear and maintain them? Will the tenant leave anything? Is there any rubbish to clear? Is there a shed I’ll be responsible for? |
| Alterations | Wear and tear |
| Will I become responsible for any alterations the tenant has made, including the bathroom and kitchen? For example, have they built a conservatory that I’ll be responsible for? | Does anything need to be replaced that’s just “tired” rather (i.e. not damaged or broken)? Will I need to clean or replace anything? Will I need to re-decorate or buy new flooring? |

Because of the measures in place to deal with COVID-19 a thorough inspection of the property may not be able to take place. However, you will still be responsible for how the outgoing tenant leaves the property. We will continue to be responsible for standard day-to-day repairs.

You will need to work closely with the other tenant(s) and share photos or videos of the property if you’re not able to inspect it in person.

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| Hall, stairs and landing |
| *What’s the internal decorations like? What’s the floor covering like? Is there mould and condensation that I’ll have to clean and remove?* |
| Living room(s) |
| *What’s the internal decorations like? What’s the floor covering like? Is there mould and condensation that I’ll have to clean and remove? Do they have children or pets? What wear and tear is there?*      |
| Kitchen |
| *Did the tenant replace it? Will I be responsible? What are the units, doors and worktops like? What will they leave? Is there mould and condensation that I’ll have to clean and remove? What wear and tear is there?*      |

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| Bedroom(s) |
| *Is there built in storage? Will I be responsible? Is there mould and condensation that I’ll have to clean and remove? Do they have children or pets? What wear and tear is there?*      |
| Bathroom |
| *Did the tenant replace it? Will I be responsible? What are the tiles and fixtures like? Is there mould and condensation that I’ll have to clean and remove? Do they have children or pets? What wear and tear is there?*      |
| Loft (if applicable) |
| *What’s in it? Will it be cleared? Will I be able to clear it if the tenant doesn’t?*      |

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| Garden (front, if applicable) |
| *What’s in it? Will it be cleared? Will I be able to clear it if the tenant doesn’t? Will I be able to maintain it? Which boundaries are my responsibility and are they damaged? Do they have pets? What wear and tear is there?*      |
| Garden (rear, if applicable) |
| *The front and back gardens will be my responsibility. What’s in it? Will it be cleared? Will I be able to clear it if the tenant doesn’t? Will I be able to maintain it? Which boundaries are my responsibility?*      |
| Garage and outbuildings (if applicable) |
| *The front and back gardens will be my responsibility. What’s in it? Will it be cleared? Will I be able to clear it if the tenant doesn’t? Will I be able to maintain it? Which boundaries are my responsibility?*      |
| Utilities |
| *Who’s the supplier? Are they credit or prepayment meters? Are there debts on the meter(s)? Are there cards and keys? I’ll need to contact my current supplier when I move.*      |

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| Notes |
| *Is there anything else I need to know?*      |

If you’re happy to proceed with the exchange, please complete and return the application form to SHAL along with an administration fee of £25.00. You will also need to pay for the necessary safety checks before the exchange goes ahead.

The outgoing tenant completes Section 1 and the incoming tenant completes Section 2.

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| **1 Who’s moving out of the SHAL property?** |
| **1.1 Tenant(s)** |
|  | First name | Last name | Date of birth | NI Number |
| 1 |       |       |       |       |
| 2 |       |       |       |       |
| Home | Mobile | Email |
|       |       |       |
| **1.2 Household** |
|  | First name | Last name | Date of birth | Relationship to tenant |
| 3 |       |       |       |       |
| 4 |       |       |       |       |
| 5 |       |       |       |       |
| 6 |       |       |       |       |
| 7 |       |       |       |       |
| 8 |       |       |       |       |
| **1.3 Why do you want to move?** |
|       |

**1.4 Declaration (tenant moving out of the SHAL property)**

If consent is given for the exchange to go ahead I confirm I will:

1. Remove all personal belongings and appliances from the property on the day the tenancies exchange
2. Clear both front and rear gardens (if applicable) of rubbish and personal belongings and leave it in good order
3. Hand over all keys to the property to the incoming tenant on the day the tenancies exchange
4. Pay for the necessary safety checks to be completed including electric, gas, oil and solid fuel (whichever are applicable)

|  |  |  |
| --- | --- | --- |
|  | Tenant | Joint tenant (if applicable) |
| Signed |       |       |
| Date |       |       |

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| **2 Who’s moving into the SHAL property?** |
| **2.1 Tenant(s)** |
|  | First name | Last name | Date of birth | NI Number |
| 1 |       |       |       |       |
| 2 |       |       |       |       |
| Home | Mobile | Email |
|       |       |       |
| **2.2 Household** |
|  | First name | Last name | Date of birth | Relationship to tenant |
| 3 |       |       |       |       |
| 4 |       |       |       |       |
| 5 |       |       |       |       |
| 6 |       |       |       |       |
| 7 |       |       |       |       |
| 8 |       |       |       |       |

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| **2.3 Why do you want to move?** |
|       |
| **2.4 Current tenancy** |
| Address |       |
| Landlord |       |
| Housing Officer | Contact details  |
|       |       |
| Tenancy type |       |
| Start date |       | End date (if applicable) |       |

**2.5 Declaration (tenant moving into the SHAL property)**

By applying for this exchange I confirm I have:

1. Taken responsibility and inspected the property as thoroughly as possible, exchanging photos and videos if possible/necessary
2. Spoken to the other tenant’s landlord and confirmed they’re able to proceed with the application

If consent is given for the exchange to go ahead I understand I will:

1. Become responsible for all repairs identified as the incoming tenant’s responsibility
2. Complete all repairs identified as the outgoing tenant’s responsibility that they do not complete before the tenancies exchange
3. Complete all repairs identified as the outgoing tenant’s responsibility that may be identified during/after the move
4. Become responsible for any debts left on prepayment utility meters (if applicable)
5. Become responsible for personal belongings (including rubbish) the outgoing tenant may leave behind

|  |  |  |
| --- | --- | --- |
|  | Tenant | Joint tenant (if applicable) |
| Signed |       |       |
| Date |       |       |

**3 Consent**

You can only exchange with our consent and we’re required to confirm our decision within 42 days of receiving your application.

Before we confirm our decision we will:

1. Inspect our property
2. Meet both the incoming and outgoing tenants and discuss the application
3. Ask for a reference from the incoming tenant’s landlord (if they’re not a SHAL tenant). We may want to meet the incoming tenant again to discuss the reference

Consent will only be withheld reasonably and for specific reasons. These reasons will be based on either:

1. Schedule 3 of the Housing Act (1985)
2. Schedule 14 of the Localism Act (2011)
3. SHAL’s Mutual Exchange Policy

**4 Conditions (OFFICE USE ONLY)**

The following conditions are not grounds for withholding consent but must be met before an exchange may proceed:

1. [ ]  Rent and any other monies owed to SHAL must be fully paid by the date of the proposed exchange; and
2. [ ]  Any other obligation under the tenancy that has not been met, or a breach of the tenancy, must be remedied by the date of the proposed exchange. For example:
	1. [ ]  The SHAL property is not in good repair/condition, the tenant may be asked to remedy this before the exchange is allowed to proceed
	2. [ ]  Specific works have been carried out at the property without SHAL’s prior permission, we may ask that the property be put back as it was before allowing the exchange to proceed
	3. [ ]  Other (see below)

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**5 Decision (OFFICE USE ONLY)**

1. [ ]  Applications received from all parties
2. [ ]  Reference received from other landlord
3. [ ]  Property inspected
4. Consent has been:
	1. [ ]  Granted
	2. [ ]  Granted with conditions (see below)
	3. [ ]  Refused (see below)

|  |
| --- |
|       |
| Signed |       |
| Date |       |