

HJALTLAND HOUSING ASSOCIATION LTD

MUTUAL EXCHANGE POLICY

1. Association tenants are permitted to organise mutual exchanges of property with other Hjaltnland Housing Association and Shetland Islands Council tenants. Mutual exchanges between Association tenants and owner occupiers or privately rented occupiers will not be allowed.
2. Tenants who need to transfer to alternative accommodation can register with the Housing Department Office, Shetland Islands Council, Fort Road, Lerwick.
3. Applicants to have resided in their property for at least twelve months before an exchange can be considered.
4. Once tenants have agreed that they would like to proceed with an exchange, each tenant must put their request in writing to their own landlords. Exchanges will not be allowed to proceed until the respective landlords have given their consent in writing. Under no circumstances should tenants move before such consent is given.
5. The exchange must not result in overcrowding or any other breach of existing Association policy. In addition, mutual exchanges are likely to be refused where significant under-occupation would result e.g. two bedrooms in excess of required bedroom need.
6. Each tenant must have a clear rent account. If there are exceptional circumstances that warrant relaxation of this rule, then the Director will report the matter to the Management Committee.
7. Each house must be inspected, prior to consent being given, to ascertain its condition. The parties to the exchange will be required to bind themselves in writing to accepting the other property in its present condition. In respect of the Association tenants, where such inspection reveals unauthorised works to the property, this may require to be reinstated, at the tenant's expense and to the satisfaction of the Association, prior to consent to the exchange being granted.
8. In all instances, the parties to a mutual exchange agree and bind themselves to accept the responsibilities imposed by the landlord (whether the Association or somebody else), whether by way of conditions of tenancy or any other specific or implied condition of occupancy, with particular regard to the condition of fittings and fixtures.
9. Routine repairs will only be carried out in the normal way by the Association. Where major refurbishment or planned maintenance is programmed, this will be carried out as part of the Annual Programmes in the normal way. A change of tenancy will have no effect on programmed work.

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10. It is a requirement that, in giving consent to a mutual exchange, both parties to an exchange must reside in their new properties for at least twelve months. An application to exchange will be refused if there is reason to believe that one or both parties do not intend to reside in their new properties for this minimum period.
11. In any instances where one of the parties fails to take up occupancy of the property to which they agreed to exchange or a mutual exchange without the consent in writing of the landlords, then the Association reserves the right to commence legal action requiring the parties to vacate the properties to which they exchanged.
12. Application for mutual exchange will be reported to the Management Committee, to give consent or refuse consent in accordance with the conditions detailed above. Where consent is refused, then the tenant will be given reasons for refusal in writing. If there are exceptional circumstances that may warrant relaxation, then the matter will be put before the Management Committee.
13. Before transferring, each tenant will be required to terminate their existing tenancy and each shall sign a Tenancy Agreement with respect to the new tenancy.

Equal Opportunities

We will seek to ensure equality of access in our provision of services and we will aim not to discriminate against any groups or individuals on any of the grounds detailed in para. 1.1 of our Equal Opportunities Policy