



PEAKS & PLAINS
Housing Trust

The Trust

Mutual Exchange,
Assignment and
Succession Policy
Statement

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1. INTRODUCTION

- 1.1. Peaks & Plains Housing Trust (the Trust) aims to provide the highest standard of tenancy management to be a great landlord. The purpose of this policy therefore is to set out the principles and guidelines to ensure all tenants are aware of their rights in respect to mutual exchange, assignment and succession.
- 1.2. There is a legal framework that the Trust must comply with when dealing with any requests for mutual exchange, assignment and succession, including:
 - Housing Act 1996
 - The Equality Act 2010
 - The Localism Act 2011
 - The Housing (Preservation of Right to Buy) Regulations 1993
 - The Housing & Planning Act 2016
 - The GDPR Regulations 2018
 - Data Protection Act 2018
- 1.3. The Policy meets the following aims of the Trust:
 - To support customers who wish and are eligible to assign or succeed a tenancy.
 - To support Mutual Exchange as an effective way of addressing housing need, enabling customers to move to a more suitable property, or to a different area.
 - To empower customers to take responsibility over their own housing situation.
 - To be able to continue to provide homes that meet demand in safe and sustainable neighbourhoods.
- 1.4. The Policy will be applied in a way that:
 - Complies with the Regulatory Framework which states that “Registered providers shall let their homes in a fair, transparent and efficient way. They shall take into account housing needs and aspirations of tenants and potential tenants. They shall demonstrate how their lettings:
 - *Make best use of available housing.*
 - *Are compatible with the purpose of the housing.*
 - *Contribute to local authorities’ strategic housing function and sustainable communities.”*
 - Provides a clear application, decision making and appeals process.
 - Is accessible to everyone.
 - Is fair.
 - The Trust is committed to ensuring that no person or group of persons will be treated less favorably than a person or another group of persons and will carry out its duty with positive regard for the following core standards of equality: Age, Disability, Gender, Race, Transgender, Sexual Orientation, Religion and/or Belief, Marriage and Civil Partnership, Pregnancy and Maternity.
 - Is delivered within the context of Human Rights legislation, adhering to the central principles of the Human Rights Act 1998.

2. POLICY STATEMENT DEFINITION

2.1. Succession

- 2.1.1. For the purpose of this Policy, 'Succession' is defined as the process where a tenancy can be taken over by another person on the death of a tenant.
- 2.1.2. On the death of a sole tenant, an application to succeed the tenancy is made by a spouse, partner or civil partner (provided they lived in the property as their only or principal home immediately before the death of the tenant) the Trust will confirm whether there is a right to statutory succession.
- 2.1.3. The Trust reserves the right to enforce the ruling that there may only ever be one succession on any tenancy. However, the Trust will disregard any succession that took place before the 17th July 2006 of former tenants of Macclesfield Borough Council.
- 2.1.4. Where there is a joint tenancy and one of the tenants dies the remaining tenant will succeed to the tenancy by the rights of survivorship. In these circumstances no application needs to be made, it is automatic upon receipt of the death certificate.
- 2.1.5. The Trust also offers additional contractual rights of succession to other family members (written into some tenancy agreements) such as parent, grandparent, child, grandchild, brother, sister, aunt, uncle, nephew, niece or stepchild. This is provided:
- They are a member of the deceased's household.
 - They have lived with them for the 12 months preceding death.
 - They have used the deceased tenant's home as their only or principal dwelling; and
 - They agree to abide by the terms of the tenancy agreement.
- 2.1.6. In all contractual successions the Trust will take a view on suitability in line with the Allocations Policy. Decisions on contractual succession will be finalised by the Income & Lettings Manager or the Head of Customer Experience as appropriate.
- 2.1.7. When making a decision on a succession, the Trust may also consider factors such as under-occupation, over-crowding or adaptations. We may still award a succession of the tenancy but at an alternative property to ensure the Trust's housing stock is best used to meet local housing need.

2.2. Discretionary Succession

- 2.2.1. The Trust is under no obligation to offer a spouse, partner or family member a tenancy of the deceased's property, or any other Peaks and Plains property, if they have no statutory or contractual Right to succeed.
- 2.2.2. The Trust will, entirely at its discretion, consider offering a new tenancy to an applicant if there are exceptional circumstances. Paragraphs 2.2.4 and 2.2.5 below set out the minimum criteria which must normally be satisfied for a discretionary offer to be made.

- 2.2.3. The minimum criteria are designed to provide consistency and transparency to our decision making, for our customers and our staff who may otherwise find themselves placed in a difficult position to make an offer of tenancy to somebody who has recently been bereaved.
- 2.2.4. If a spouse or partner cannot succeed to the tenancy because there has been a previous succession e.g. to a former spouse, then a discretionary granting of a new tenancy would normally be considered either at the deceased's property or another Trust property, provided the following minimum criteria are met:
- The applicant had lived in the property with the tenant for the 12 months prior to their death as their only home.
 - The property is not considered too large nor too small for the applicant and his/her household in accordance with the Trust's Allocation Policy at the time of the request. If it is, we may consider suitable alternative accommodation if the remaining criteria are met.
 - The applicant has sufficient income to pay the rent.
 - The applicant should lack the means to rent or purchase on the open market
 - The deceased tenant had no rent arrears at the time of their death, no ASB complaints against them (or their visitors or anyone living at the property) or other breaches of tenancy, and had kept the property in a clean and well maintained condition.
 - The applicant agrees to pay any arrears that have accrued since the tenant's death.
- 2.2.5. For other remaining family or household members who do not qualify to succeed the tenancy, we will normally expect the customer to meet the following criteria in deciding whether to grant a tenancy on a discretionary basis either for the deceased's property or another Trust property:
- There has been no previous succession (e.g. an adult son or daughter who has no statutory or contractual right of succession who was living with their mother)
 - The deceased tenant was the parent (or legal guardian of the applicant), son, daughter or sibling.
 - The applicant has always resided in the property with the tenant as their only or main home since the tenancy start date or their date of birth whichever is more recent.
 - The applicant is 18 years of age or older.
 - The applicant should lack the means to rent or purchase on the open market
 - The property is considered not too large nor too small for the applicant in accordance with the Trust's Allocation Policy at the time of the request. If it is, we may consider suitable alternative accommodation if the remaining criteria are met.
 - The applicant has sufficient income to pay the rent.
 - The deceased tenant had managed the tenancy well, had no rent arrears at the time of their death, no ASB complaints against them (or their visitors or anyone living at the property) or other breaches of tenancy, and had kept the property in a clean and well maintained condition.
 - The applicant agrees to pay any arrears that have accrued since the tenants' death.

- 2.2.6. For discretionary offers of a tenancy, the tenancy type offered will be in accordance with the Trust's Tenancy Policy. There will be no contractual rights of succession.
- 2.2.7. Where these conditions are not met the Trust will set up a use and occupation account (once the existing tenancy has ended) and seek to repossess the property and offer advice to the occupier(s) on finding suitable rehousing.
- 2.2.8. Where the property is too large for the current occupier(s) under the Trust's Allocation Policy, if we were to consider an offer a tenancy at another property which we consider suitable alternative accommodation, we will only make one offer.

2.3. **Vulnerable Household Members and Use of Discretion**

- 2.3.1. In exceptional cases where the spouse / partner / household member being considered for a discretionary offer of tenancy is particularly vulnerable, we will give special consideration to the circumstances of the case and the individual's vulnerability so that reasonable steps can be taken to manage the applicant's circumstances.
- 2.3.2. Where there is a need for additional support from either internal or external teams in order to ensure appropriate safeguarding of the vulnerable person and their interests, appropriate referrals will be made.
- 2.3.3. In exceptional cases it may be suitable to consider the discretionary offer of tenancy at the original property or another Trust property, for example where the original property has been adapted for an adult child with a disability who would not otherwise meet the discretionary offer criteria; or where another adult has accepted responsibility for dependent children of the deceased, but would need to permanently give up their current home in order to do so because their current home is not large enough for the children to move in with them.
- 2.3.4. Consideration will be given to both the applicants and dependents circumstances and the needs and demand of other homeless households for the size and type of property being considered. However as a rule, vulnerability will not be a passport to overriding this policy, procedure, related law, regulation or rights as set out in the tenancy.

2.4. **Assignment**

- 2.4.1. For the purposes of this Policy, this is the transfer of a tenancy from an existing tenant(s) to a new tenant(s) at one property. Under assignment no new tenancy is created and all terms and conditions remain the same.
- 2.4.2. Where an assignment is ordered by the Court, we will act in accordance with the Court's determination.
- 2.4.3. Where a customer makes an application to assign their tenancy to a potential successor, the Trust will confirm whether a succession is permitted in line with the tenancy agreement.

2.5. Mutual Exchange

- 2.5.1. This is the 'assignment' or swapping of an existing tenancy and associated home by the tenant(s) for the tenancy at another home, with those tenant(s), by mutual agreement. No new tenancies are created (they are just swapped) and as such all terms and conditions remain the same. A mutual exchange may take place between tenants of the same registered provider (a Trust tenant and another Trust tenant) or between those of different registered providers.
- 2.5.2. The Trust will subscribe to and provide its customers with an internet based mutual exchange platform (this is free of charge and contains a national register of tenants looking to mutually exchange), and consider all fully completed and eligible mutual exchange applications.
- 2.5.3. When reviewing a mutual exchange application, the Trust will consider matters such as tenancy breaches; for example any rent arrears, debts or other outstanding charges, under or over occupation, adaptations and eligibility. If any issues are identified with these checks, the Trust may refuse the application or insist upon reasonable conditions being met before the exchange can complete. If a mutual exchange of a property takes place without the consent of the Trust then the Trust may commence possession proceedings in respect of the property.
- 2.5.4. When completing a mutual exchange, customers responsible for the cleanliness and general state of the home and garden, and must accept any improvements made by the former customer. If a customer is unhappy with the cleanliness and general state of the property, they should seek to remedy this with the outgoing customer prior to exchange or choose not complete the exchange.

3. EQUALITY AND DIVERSITY IMPLICATIONS

- 3.1. The Trust has set out within this policy to help and support all of its tenants to ensure the sustainability of their tenancy. The Trust will deliver Housing Management services which will take into account tenants particular needs and circumstances, and aim to ensure that nobody is disadvantaged by having written procedures for the implementation of this policy and that staff are trained to help and support their tenants, taking into account the diversity of the Trusts customers.

4. RESPONSIBILITY

- 4.1. The Director of Resources will be responsible for the effective implementation of this policy and ensuring that all staff are aware of and appropriately trained in the Trust's procedures relating to assignment and succession.
- 4.2. The Head of Neighbourhoods will oversee the operation of this policy. Day to day implementation of the policy will be the responsibility of the Trust's Neighbourhood Manager, through the officers within the Neighbourhood Team

5. CONSULTATION AND MONITORING

- 5.1. The Trust will ensure that this policy continues to be developed and improved by consulting with tenants. It will be reviewed every three years, as a minimum. Any consultation will be in accordance with the Trust's Customer Voice strategy which states that the Trust is committed to allowing tenants and customers the greatest possible say in the services they receive from the Trust.
- 5.2. Mutual Exchanges will be reported as part of the Trust's Lettings key performance suite of indicators.

6. ASSOCIATED DOCUMENTS

- 6.1.
- Cheshire Homechoice Allocations policy
 - Tenancy Management Policy

POLICY INFORMATION

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