

## **B4 - Tenant Transfer, Decant and Mutual Exchange Policy and Procedure**

**Title: Tenant Transfer, Decant and Mutual Exchange Policy and Procedure**

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### **1. Transfers**

#### **Definition**

A Transfer is when an existing tenant of HAIL is offered another property either at the behest of HAIL or the tenants request.

#### **Transfers Policy**

- 1.1. All transfers are dealt with by Local Authorities.
- 1.2. A transfer will not be considered where there are arrears on the tenant's account with HAIL.
- 1.3. In order to qualify for a transfer an applicant must have been a tenant in the dwelling for a minimum of two years.
- 1.4. HAIL will hold the tenant liable for the costs of any damage to the property which has been caused by the tenant, other than normal wear and tear.
- 1.5. Transfers are not a right, but HAIL recognises that tenants' circumstances may alter to the point where their current dwelling is unsuitable for them and in such cases, subject to 1.2 to 1.4 above, HAIL will support the transfer request with the Local Authority.

#### **Procedure for Transfers**

- 1.6. A Transfer request must be made directly by the tenant to the Local Authority in question.
- 1.7. The Local Authority will enquire with HAIL as to whether there are arrears on the tenant's account.

- 1.8. When a tenant is to be offered a new property by the Local Authority, the Housing Officer will visit the tenant. In the course of this visit, the property will be given a brief inspection. If at this time it is felt that the HAIL property has been damaged by him/her, surrender of the property will be conditional upon the repairs being completed at the tenant's expense and to HAIL's satisfaction.
- 1.9. HAIL will communicate with the Local Authority on any arrears on the tenant's account which must be cleared by the tenant before HAIL will consent to the transfer.

## **2. Mutual Exchanges**

### **Definition**

A mutual exchange is a swap of property between two or more tenants and relies on each party moving permanently into their exchange partner's property. A tenant cannot exchange into an empty property.

### **Mutual Exchanges Policy**

- 2.1. Mutual exchanges are not a right, but HAIL recognises that tenants' circumstances may alter to the point where their current dwelling is unsuitable for them. HAIL will consider a mutual exchange application as a matter of good housing practice and will review applications on an individual basis.
- 2.2. If the mutual exchange is between two HAIL properties, HAIL will inform the Local Authority/ies in question of the exchange.
- 2.3. HAIL requires that a tenant be in the dwelling for a minimum of two years before a mutual exchange can be considered.
- 2.4. If tenants who exchange properties were on the Local Authority transfer list they will be removed by the Local Authority from the list.
- 2.5. Each tenant should be moving to a property of the correct size for their current housing needs. If the Local Authority approves it a tenant will also be allowed to move into a property with a maximum of one bedroom more than they need.
- 2.6. Each tenant must have no arrears on their account with HAIL and no recent breaches of tenancy or be subject to impending court proceedings.
- 2.7. A tenant who wishes to move to a larger or smaller property (whichever the case may be) must be able to demonstrate that he/she has had a genuine change in their family circumstance or size of household which is causing a situation of over or under occupancy of their current accommodation.

## **Procedure for Mutual Exchanges**

- 2.8. HAIL takes no responsibility for assisting tenants to identify mutual exchanges.
- 2.9. A tenant who has identified another tenant with whom they wish to mutually exchange should apply in writing to HAIL stating all of the relevant information. Where one of the properties is owned by another Social Housing Landlord the relevant contact details of this landlord should be given.
- 2.10. Where one party is not currently a HAIL tenant then acceptance will be subject to a satisfactory reference from their current landlord.
- 2.11. A tenant moving to a specially adapted property must have been assessed and must give medical evidence that they require that type of property.
- 2.12. HAIL will investigate each mutual exchange request and complete home visits to assess the properties concerned. The property should be in a satisfactory condition.
- 2.13. The Housing Officer will check that each tenant has no arrears on their account with HAIL with no recent breaches of tenancy or be subject to impending court proceedings.
- 2.14. Tenants who transfer accept the property 'as seen' and any damage caused by the outgoing tenant will become the responsibility of the incoming tenant. There is an expectation that the outgoing tenant will leave the property in good condition.
- 2.15. HAIL is not responsible for meeting any costs associated with the exchange or the move.

## **3. Decanting**

### **Definition**

Decanting is when Tenants may require to be housed in an alternative property so that essential major work or demolition can be carried out to their property. A decant may be either permanent (when a resident is moved out of their property and there is no intention to return them to it) or temporary (when a resident is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity).

### **Decanting Policy**

- 3.1. If major works are required and it is decided it is not safe for a tenant to stay in their property whilst the works are carried out then the Tenant will be asked to move to an alternative temporary property.

3.2. Decanting may also be required if a property becomes uninhabitable due to an emergency such as a fire or flood or if a property is to be demolished.

### **Procedure for Decanting**

3.3. The Tenant should be informed in person and in writing of the reasons for the recommended decant, whether the decant is temporary or permanent and the expected timescales for the decant to begin and end.

3.4. For temporary decants the Tenant should be informed that the offer of the alternative property is let under a licencing agreement and they will need to return to their original property once the work has been complete.

3.5. The original Tenancy Agreement remains in place and runs in parallel with the licencing agreement and the tenant's obligations under the Tenancy Agreement remain in place during the temporary decant.

3.6. Either the reasonable moving costs will be met by HAIL or services will be directly provided by HAIL for the tenant who are being decanted. Such moving requirements include:

- the actual cost of removals and/or storage of belongings
- the cost of altering soft furnishings, i.e. refitting carpets, altering curtains or replacement costs where alteration is not viable
- disconnection and reconnection costs for existing fixtures and fittings e.g. cooker, washing machine and other plumbing
- redirection of mail for the first month

3.7. Tenants who are undergoing a temporary decant will be expected to return to the property from which they were decanted when it is again available.

3.8. In the case of a permanent decant the tenant will be required to surrender their existing tenancy (see Void Appendix 5: Surrender Form) and to sign a new tenancy (see A1. Letting Policy and Procedure).

3.9. In the case of a permanent decant HAIL will obtain the approval of the Local Authority.