



**MUTUAL EXCHANGE,
ASSIGNMENT &
SUBLETTING POLICY**

2025

Mutual Exchange, Assignment and Subletting Policy

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Brief Policy Summary:

This policy sets out LHP’s approach to supporting our customers who wish to carry out a Mutual Exchange, other Assignment, or sublet their home as set out in the Tenancy Agreement.

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Introduction

1. Lincolnshire Housing Partnership is committed to providing a high-quality service to customers and prospective customers in relation to their rights to assign their tenancies to others (including assignments by way of exchange).
2. To ensure that customers are aware of their rights of Exchange and Assignment as set out in the Tenancy Agreement.

Scope

3. This policy applies primarily to LHP Assured Tenancies.
4. Assured shorthold customers under weekly tenancies which are not starter tenancies do not have the right to assign their tenancies or to exchange by way of assignment.
5. Starter customers do not have the right to exchange or assign their tenancies during the probationary “shorthold” phase of their tenancy. However, once the tenancy has converted to an assured (non-shorthold) tenancy they gain the right to exchange or assign their tenancies with LHP’s consent.
6. The Policy sets out criteria for dealing with:
 - Mutual Exchanges
 - Assignments by the Court or with LHP’s consent e.g. Joint Tenancy to a Sole Tenancy
 - Lodgers and Subletting

Policy Aims

7. The key aims of this policy are:
 - To provide a framework to ensure that exchanges and assignments are carried out fairly in full compliance with legislation and the tenancy agreement.
 - To be fair and transparent in our decision making.
 - To minimise costs to LHP through a comprehensive inspection and approval process prior to and upon exchange taking place.
 - To promote choice and mobility for customers to move via mutual exchange and make the best use of our stock to meet housing need.

Legal and Regulatory Framework

8. The key relevant legislation is:
 - Housing Act 1985

- Housing Act 2004
- Localism Act 2011
- Transfer of Tenancies and Right to Acquire (Exclusion) Regulations 2012
- Regulatory Framework for Social Housing in England (Tenancy Standard)

Equality and Diversity

9. LHP recognises that its customers and colleagues come from diverse backgrounds, with varying experiences and needs. LHP is committed to promoting equality and fairness and combating discrimination. This applies to everyone, regardless of gender, racial or ethnic background, disability, religion or belief, sexual orientation gender reassignment, age, marital or parental status.
10. We are committed to ensuring that we make reasonable adjustments to the policy to recognise, accommodate and support individual needs and we will take a proactive approach to ensure that no individual group is discriminated against or treated differently as a direct or indirect result of this policy.

Definitions

11. For the purpose of this policy and accompanying procedure the following definitions apply: -
 - **Mutual Exchange is where two or more social housing tenants swap homes by exchanging tenancies with each other. Mutual exchanges can take place between tenants of the same landlord or different landlords but can only take place where both landlords have given written consent to the exchange. This means that the tenants swap tenancies and properties with each other. New tenancy agreements are not given, instead the tenants sign a deed of assignment.**
 - **Assignment is when a tenant legally transfers their interest in a tenancy of another individual. This means that the new tenant assumes all the rights and responsibilities of the original tenancy agreement, stepping into the role of the original tenant. Assignments require the written consent of the landlord and the signing of a deed of assignment. Not all tenants have the legal right to assign their tenancy, and assignments can only take place in certain circumstances such as by mutual exchange (see above) or under the terms of a court order following the ending of a relationship or with LHP's consent, i.e., joint to sole tenancy.**
 - **A lodger lives in the tenants' home and shares living accommodation, but they do not have exclusive occupation A lodger will often share facilities with the tenant, for example kitchens, bathrooms and living spaces. A**

lodger is an “excluded occupier” which means that they have fewer legal rights compared to tenants.

- **Subletting is where a subtenant, who typically pays rent to the original tenant has exclusive use of part of the property or the whole of the property. Subletting requires written consent of the landlord. Some tenancy agreements do not allow subletting and unauthorised subletting can result in possession of your home or legal action.**
- **Additional Household Member** is someone who lives with the tenant who is not part of their family and has not lived in the household before.

Mutual Exchange

Who can do a Mutual Exchange?

12. **Starter Tenants and those with a fixed term tenancy of less than 2 years, do not have the right to do a mutual exchange. They must wait until their tenancy converts to an assured tenancy.**
13. LHP assured (non-shorthold) and secure tenants have the right to exchange their homes and tenancies with:
 - An LHP tenant with an assured or secure tenancy.
 - Another Housing Association (Social Landlord) tenant with an assured or secure tenancy.
 - An LHP or Housing Association tenant with a fixed term assured shorthold tenancy or more than two years.
 - A Council (or Local Authority) tenant with a secure or flexible tenancy.
14. You cannot do a mutual exchange with:
 - A Housing Association tenant with a starter tenancy
 - A Local Authority tenant with an introductory or demoted tenancy
 - A person who rents from a private landlord
 - A person whose home is provided in connection with their job
 - A shared ownership/leasehold customer.
15. Mutual exchanges usually involve two parties, however there are no limits to the number of tenants that can be involved in the swap chain.

Can a Mutual Exchange be Refused?

16. Assured (non-shorthold) tenants have the right to assign the tenancy by way of exchange providing that:

- prior consent of LHP is obtained
 - or one or more of the grounds for refusal do not apply
 - any reasonable conditions attached to the consent are complied with
 - LHP and any other landlord who may be involved in a proposed mutual exchange must first give their consent to the customers exchanging before any move takes place.
17. LHP will not unreasonably withhold consent unless it considers it proper and lawful to do so.
18. A decision on an application for a mutual exchange will be made within **42 days of receiving** the complete applications from all involved parties. This means that we will approve your application to exchange within 42 days, **however your moving date may not be secured with the 42-day period.**
19. Failure to provide a decision with 42 days for **secure** tenants with 42 days results in the automatic right to carry out the exchange. This right does not apply to **assured** tenants.
20. In order for the exchange to go ahead, consent must be provided by all landlords' party to the exchange.
21. **You must not arrange your moving date without talking to LHP first**, as we must arrange certain compliance checks, including gas and electricity safety checks on the day of your move.
22. Schedule 3 of the Housing Act 1985 and the Localism Act 2011 set out the grounds for refusing a request for mutual exchange:
23. The main reasons for refusal are:
- Where a notice seeking possession has been served. This may include for rent (or other) arrears, anti-social behaviour (ASB)/nuisance behaviour or other breach of the tenancy agreement.
 - Where a possession order or suspended possession order is in effect.
 - Where the move will create under occupancy (too few people living in the home) or overcrowding (too many people living in the home).
 - Where the home has been adapted for a disabled person and the incoming tenant does not require these adaptations.
 - Where the home is has minimum age requires or other specialist criteria and the incoming tenant does not meet these criteria.
24. A full list of the legal grounds for refusing a mutual exchange can be found in Appendix 1.

25. **Reasons for withholding consent will be given in writing, within 42 days of the application.**

What is conditional consent?

26. If the tenant has broken any term of the tenancy, but a notice seeking possession has not been served, including, but not limited to:
- non-payment of rent or other housing related debt,
 - unsatisfactory property condition or
 - alterations carried out to the property without consent,
27. LHP will grant consent on condition that the customer pays the outstanding debt and/or remedies any other breaches of the tenancy obligations. This is called conditional consent to exchange, meaning that permission has been provided to exchange on the basis that the conditions are met. The move or associated signing of the legal document associated with the exchange will not go ahead until the conditions are met.

NB: Please see Conditions of the Home section below for more information on alterations.

28. Condition consent will be made in writing and issues with 42 days of the receipt of all involved parties mutual exchange application.
29. In exceptional circumstances, consent may be granted to allow a customer to exchange with rent arrears or another housing related debt. Examples may include, but are not limited to: -
- The customer needs to downsize in order avoid the debt increasing
 - The customer's wellbeing will be a risk and detrimental to their health if they do not move to more suitable accommodation.
 - The customer has been the victim of or threatened with abuse or violence (including domestic violence) and the move shall assist in protecting the customer from future violence or abuse.

How do I find a Mutual Exchange?

30. Tenants are responsible for finding an exchange themselves. In order to support this process LHP subscribes to Homeswapper: [HomeExchange - World's #1 Home Swap Platform](#). LHPs customers can join this website for free and request authorisation from LHP via the website to enable their application.

31. We recognise that some customers may not be as digitally literate as others and may need some support via their Neighbourhood Officer. Customers can request a home visit or phone call to support with a mutual exchange application via any of our usual contact channels. The Neighbourhood Officer may provide signposting to local partners who offer assistance with ongoing digital support.
32. LHP will periodically provide HomeSwapper workshops for those who require additional support in utilising this system.

How will a mutual exchange affect my tenancy?

33. **A mutual exchange is managed via a Deed of Assignment. This means that you will take on the terms and conditions of the other parties tenancy, and the exchange may result in a change of your tenancy type, for example from a secure to assured or vice versa. This can impact your tenancy rights, including the Right to Buy or Right to Acquire.**
34. We will advise the incoming customer during the process as to any material changes to their rights and obligations under their incoming tenancy compared to their outgoing tenancy e.g. an incoming customer does not necessarily obtain the preserved right to buy by simply taking an assignment of a “preserved rights” tenancy as the right is personal to the customer and not the property; also a customer incoming from another organisation where they had right to buy or preserved right to buy will lose it if they leave their current landlord.

Condition of the home

35. The incoming customer accepts and takes responsibility for the property in its existing condition, including cleanliness, internal decoration, improvements and alterations and any repairs that are the customer’s responsibility.
36. The outgoing customer is not eligible for any compensation for qualifying improvements they have made to the property as the tenancy is not actually ending, which is a requirement of the Compensation Policy.
37. LHP will organise the inspection of the home by a surveyor prior to the mutual exchange approval. The inspection sheet will be provided to the incoming customer. As part of this inspection process, we will:
 1. Order any repairs that are LHP’s responsibility as Landlord. With the agreement of the incoming party, these may be completed following the exchange completion and move.
 2. Require the outgoing customer to remedy defects or repairs identified as their responsibility. We cannot guarantee that the outgoing customer will comply with these requests, and any repairs that are not LHP’s

responsibility will become the responsibility of the incoming customer if they are not rectified by the outgoing customer.

3. Carry out gas and electrical checks on the property.
 4. Advise the incoming customer that they will take on the property in its existing condition and are legally responsible for maintaining any improvements made by the outgoing customer.
38. Upon assignment, we require the incoming customer to sign to the effect that they accept the property in its existing condition and are legally responsible for maintaining any improvements made by the outgoing customer and carrying out any repairs or reinstatements identified as the customer's responsibility to carry out and not carried out by the outgoing customer prior to the exchange taking place.
39. LHP therefore strongly suggests that **the incoming party visits their prospective new home** to ascertain whether there are any agreements that need to be made with the outgoing party regarding cleanliness, decoration, improvements or alterations or other repairs that are the customers responsibility. If a visit cannot be made, we recommend carefully reading the inspection provided by LHP.
40. LHP cannot guarantee that the inspection will identify all outstanding repairs that are LHPs obligation or otherwise. This is because the inspection will be completed whilst the outgoing customer remains in occupation and furniture and belongings will naturally prevent an in-depth survey.
41. If any repairs that are LHP's obligation are identified post-mutual exchange, these will be completed in line with the timescales detailed in our Repairs and Maintenance Policy. The incoming customer will have agreed to accept any repairs that are identified or otherwise as the tenant's responsibility. This includes alterations or improvements.
42. More information can be found about what repairs are a customer's responsibility in our Repairs and Maintenance Policy.
43. Whilst the incoming customer takes on responsibility for maintaining any improvements and alterations made to the property with LHP's consent, LHP still has a legal responsibility to maintain and repair any installations that supply heating, water heating, gas, water, and electricity including: -
- Basins, sinks, baths, toilets, flushing system and waste pipes.
 - The electric wiring, gas, and water pipes; and
 - Water heaters, fireplaces, and central heating.

What happens if I exchange without Consent

44. In the event that a customer exchanges property with another customer without first gaining the consent of both landlords or after a refusal, the exchange is unlawful. This means that neither party has a legal interest in the property that

they have moved into. The tenants will lose their security of tenure as they are no longer occupying their original tenancy as their only and principal home.

45. We will either: -

- Give permission for the exchange retrospectively
- Insist that the customers return to their original homes; or
- Terminate the tenancies by serving Notice to Quit on the original homes and seeking repossession.

46. The tenants will be responsible for a use and occupation charge equivalent to the rent and service charges whilst a decision is made regarding their tenancy.

47. **Mutual Exchange Key Steps:**

1. The customer identifies a mutual exchange swap. This is usually via HomeSwapper.

2. The customer completes an application form giving details of the person who they wish to swap with.

3. Mutual Exchange Assessment form completed and initial review of application by Neighbourhood Team Leader is completed to identify if the eligibility criteria has been met. A refusal letter is issued if appropriate and process ceases. This should be completed within 14 days of receipt of the form.

If the exchange is refused the applicant has the right of appeal to the Neighbourhoods & Allocations Manager.

4. Contact is made with the landlord of the incoming customer to discuss eligibility.

5. A property inspection is completed, and the customer is notified of any repairs they are responsible for – conditional consent letter issued if appropriate.

6. The rent account is reviewed and conditional consent letter issued if low level arrears.

7. A decision is made whether to approve and approval / refusal letter issued. The decision should be made within 42 days.

8. A date for exchange/move is agreed with all parties

9. A date is agreed for incoming customer to sign the Deed of Assignment and to go through the tenancy sign up checklist process explaining their rights and responsibilities.

10. Prior to the move date a full electrical inspection will be carried out.

11. On the day of the move a gas safety check and a visual electrical inspection are carried out.

Assignments

48. Assured (non-shorthold) customers of LHP are given a contractual right, under the terms of their tenancy agreement to request to assign their tenancy to another person in specific circumstances.
49. Assured (non-shorthold) customers have the right to assign the tenancy in the following circumstances:
 - By order of the Court
 - Following relationship breakdown (joint to sole tenancy)
50. Although we reserve the right to object on housing management grounds (e.g. ASB, rent arrears, under-occupation, not suitable for housing need etc.) LHP will normally accept the assignment of tenancy if it is a result of a court order and there are no breaches of tenancy. This could occur as a result of:
 - a Property Adjustment Order from matrimonial or other family proceedings (where a tenancy is granted to one of the partners in a marriage or civil partnership following a divorce, dissolution, or separation), or
 - where a court orders the transfer of a tenancy for the benefit of a child or children, or
 - where a joint customer has been barred from residing at a property due to threatening or inappropriate behaviour.
51. In most cases a Deed of Assignment must be executed to assign the tenancy into the other party's name – the existence of a court order alone is normally insufficient. The only exception to this is a tenancy transfer order under the Family Law Act 1996 – if this is correctly worded then it will automatically transfer the tenancy in accordance with the order. NB that this is not the same as an “occupation order” or an order granting “home rights”. If there is any doubt or if one of the parties to the relationship breakdown will not co-operate, then the parties should be told to obtain their own independent legal advice. LHP should also obtain specialist legal advice.
52. LHP will also consider a request to assign the tenancy where there has been an irretrievable breakdown in the relationship and relinquishment has been agreed by both parties. It is a necessary criterion that the person to whom the tenancy is to be assigned is either one of the two existing joint customers or otherwise would have been statutorily qualified to succeed upon the death of the customer. A Deed of Assignment must be executed to assign the tenancy into the sole customer's name.
53. LHP may refuse consent or make the assignment conditional if there has been a breach of tenancy in any way, this could include remedying the breach, for example clearing any rent arrears owed before the assignment can go ahead or assigning the rent arrears to the incoming customer.

54. Where a joint customer has left the property and cannot be traced, LHP may accept a termination of the tenancy from the remaining joint customer and issue a new sole tenancy to the remaining customer. This action will not be completed if the tenancy has any rent arrears or outstanding breaches. In order for one of two joint customers to validly terminate the tenancy, the customer must fill out and validly complete a tenancy termination form giving at least 4 weeks' notice. LHP has no discretion to accept a lesser notice period, and any notice should be carefully checked for errors. This is to be considered as a last resort where contact cannot be made with a joint customer who has left the property. Approval must be sought from the Corporate Head of Housing and the customer should be reminded of their right to seek independent legal advice.
55. Where a request for a sole tenancy is received from a joint customer who is the victim of domestic abuse, LHP will make every effort to investigate their case and obtain evidence. It may be necessary to end the joint tenancy and issue a sole tenancy to the customer subjected to domestic violence. In these circumstances' approval must be sought from the Corporate Head of Housing. Decisions will be made on a case-by-case basis.
56. All requests for assignments should be made in writing. A decision on an assignment will be made within 28 days of receipt of the request.

Lodgers & Subletting (including Additional Household Members)

57. Assured (non-shorthold) customers of LHP are generally given a contractual right, under the terms of their tenancy agreement to take in lodgers or sub-customers of part of their property. There is no right nor provision for the sub-letting of any property in its entirety.
58. Customers may, however, take in an additional household member, a lodger or sublet part of their home provided that they comply with the terms of the tenancy agreement and they:
 - Write to LHP giving full details of the additional household member, lodger or subtenant and the part of the home they will occupy.
 - Do not create an assured tenancy (whether shorthold or non-shorthold) tenancy in favour of an additional household member, a lodger or sub-customer of any part of their home.
 - Ensure that the prospective additional household member, lodger/sub-customer has the Right to Rent.
 - Obtain LHP's written permission, which will not be unreasonably withheld, before any sub-letting or lodging takes place.
 - Make sure that the home does not become overcrowded.
 - Ensure all members of the household and visitors keep to the tenancy conditions.

59. Additional household members are classed as:

- Partner
- Carer
- Friend
- Other relative

60. All requests for lodgers and subletting should be made via our usual channels. A decision will be made within 28 days of receipt of the request.

Right to Rent

61. Immigration checks on new lettings are required by the Immigration Act 2014, which came into force on 1st February 2016. Many lettings will be exempt if they are made through an agreed nominations agreement with the Local Authority which carries out its own checks, but many lettings are covered, including all new tenancy signups to anyone not already checked by the Local Authority, and agreements with sub-customers and lodgers.

62. LHP will implement the 'Right to Rent' checks for Mutual Exchanges and Assignments to ensure that the proposed Assignees are eligible to hold a tenancy in line with the law.

Monitoring

63. Performance data for mutual exchanges will be produced each month.

- The number of mutual exchanges and assignments requests within the year
- The number dealt with within the target times
- The number of approvals, refusals, withdrawals and appeals
- The number of Assignments completed

Appendix 1 - Mutual Exchange Grounds for Refusal

HOUSING ACT 1985

Ground 1 – the tenant or the proposed assignee is subject to a possession order or a suspended possession order.

Ground 2 – A notice seeking possession is in force against the tenant or the proposed assignee under Grounds 1 – 6 of schedule 2 of the 1985 Act,

(Note – These grounds relate to non-payment of rent; nuisance; neglect of property; obtaining the tenancy via false information or having assigned the property / exchanged previously for money.)

Ground 3 – The accommodation is substantially larger than is reasonably required by the proposed assignee.

Ground 4 – The size of the accommodation is not reasonably suitable for the needs of the assignee.

Ground 5 – the dwelling forms part of or is within the curtilage of a building which is held mainly for non-housing purposes or is situated in a cemetery and was let to the tenant or his predecessor in connection with their employment with the landlord or with a local authority etc.

Ground 6 – the landlord is a charity and the proposed assignee's occupation would conflict with the objects of the charity.

Ground 7 – the dwelling is designed to make it suitable for a physically disabled person and if the exchange took place no such person would be living in the dwelling.

Ground 8 – The landlord is a housing association which provides accommodation only for persons whose circumstances make it especially difficult for them to satisfy their housing needs and if the exchange took place there would be no such person living in the dwelling.

Ground 9 – the dwelling is one of a group that is let to persons with special needs and a social service or special facility is provided close by in order to assist the tenants – if the exchange took place there would be no person with special needs living in the dwelling.

Ground 10 – the dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement and at least half the tenants of the dwellings are members of the association, and the proposed assignee is not such a member or is not willing to become one.

Additional Ground (Housing Act 2004)

An injunction order under S153 Housing Act 1996 or ASBO or a Demotion Order or a possession order under Ground 2 for secure tenancies and Ground 14 for assured tenancies

is in force or an application for one of those is pending either against the tenant, the proposed assignee or a person who resides with them.

Localism Act 2011 – Schedule 14

Ground 1. This ground is that any rent lawfully due from a tenant under one of the existing tenancies has not been paid.

Ground 2. This ground is that an obligation under one of the existing tenancies has been broken or not performed.

Ground 3. This ground is that any of the relevant tenants is subject to an order of the court for possession of the dwelling-house let on that tenant's existing tenancy.

Ground 4. This ground is that either of the following conditions is met:

- (1) The first condition is that—
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is a secure tenancy, and
 - (b) possession is sought on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985 (grounds on which possession may be ordered despite absence of suitable accommodation).
- (2) The second condition is that—
 - (a) a notice has been served on a relevant tenant under section 83 of that Act (notice of proceedings for possession), and
 - (b) the notice specifies one or more of those grounds and is still in force.

Ground 5. This ground is that either of the following conditions is met.

- (1) The first condition is that—
 - (a) proceedings have begun for possession of a dwelling-house let on an existing tenancy which is an assured tenancy, and
 - (b) possession is sought on one or more of the grounds in Part 2 of Schedule 2 to the Housing Act 1988 (grounds on which the court may order possession)
- (2) The second condition is that—
 - (a) a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession), and
 - (b) the notice specifies one or more of those grounds and is still in force.

Ground 6. This ground is that either of the following conditions is met.

- (1) The first condition is that a relevant order or suspended Ground 2 or 14 possession order is in force in respect of a relevant tenant or a person residing with a relevant tenant.
- (2) The second condition is that an application is pending before any court for a relevant order, a demotion order or a Ground 2 or 14 possession order to be made in respect of a relevant tenant or a person residing with a relevant tenant.
- (3) In this paragraph—

a “relevant order” means—

 - (a) an injunction under section 152 of the Housing Act 1996 (injunctions against anti-social behaviour),

- (b) an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour),
 - (c) an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords),
 - (d) an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998, or
 - (e) an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003;
- a “demotion order” means a demotion order under section 82A of the Housing Act 1985 or section 6A of the Housing Act 1988;
- a “Ground 2 or 14 possession order” means an order for possession under Ground 2 in Schedule 2 to the Housing Act 1985 or Ground 14 in Schedule 2 to the Housing Act 1988.

Ground 7. This ground is that the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is substantially more extensive than is reasonably required by the existing tenant or tenants to whom the tenancy is proposed to be granted.

Ground 8. This ground is that the extent of the accommodation afforded by the dwelling-house proposed to be let on the new tenancy is not reasonably suitable to the needs of—

- (a) the existing tenant or tenants to whom the tenancy is proposed to be granted, and
- (b) the family of that tenant or those tenants.

Ground 9. This ground is that the dwelling house proposed to be let on the new tenancy meets both of the following conditions.

- (1) The first condition is that the dwelling-house—
 - (a) forms part of or is within the curtilage of a building that, or so much of it as is held by the landlord—
 - (i) is held mainly for purposes other than housing purposes, and
 - (ii) consists mainly of accommodation other than housing accommodation, or
 - (b) is situated in a cemetery.
- (2) The second condition is that the dwelling-house was let to any tenant under the existing tenancy of that dwelling-house, or a predecessor in title of the tenant, in consequence of the tenant or the predecessor being in the employment of—
 - (a) the landlord under the tenancy,
 - (b) a local authority,
 - (c) a development corporation,
 - (d) a housing action trust,
 - (e) an urban development corporation, or
 - (f) the governors of an aided school.

Ground 10. This ground is that the landlord is a charity, and the occupation of the dwelling-house proposed to be let on the new tenancy by the relevant tenant or tenants to whom the new tenancy is proposed to be granted would conflict with the objects of the charity.

Ground 11. This ground is that both of the following conditions are met.

- (1) The first condition is that the dwelling-house proposed to be let on the new tenancy has features that—
 - (a) are substantially different from those of ordinary dwelling-houses, and

- (b) are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the kind provided by the dwelling-house.
- (2) The second condition is that if the new tenancy were granted there would no longer be such a person residing in the dwelling-house.

Ground 12. This ground is that both of the following conditions are met.

- (1) The first condition is that the landlord is a housing association or housing trust which lets dwelling houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to meet their need for housing.
- (2) The second condition is that, if the new tenancy were granted, there would no longer be such a person residing in the dwelling-house proposed to be let on the new tenancy.

Ground 13. This ground is that all of the following conditions are met.

- (1) The first condition is that the dwelling-house proposed to be let on the new tenancy is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs.
- (2) The second condition is that a social service or special facility is provided in close proximity to the group of dwelling-houses to assist persons with those special needs.
- (3) The third condition is that if the new tenancy were granted there would no longer be a person with those special needs residing in the dwelling-house.

Ground 14. This ground is that all of the following conditions are met.

- (1) The first condition is that—
 - (a) the dwelling-house proposed to be let on the new tenancy is the subject of a management agreement under which the manager is a housing association, and
 - (b) at least half the members of the association are tenants of dwelling-houses subject to the agreement.
- (2) The second condition is that at least half the tenants of the dwelling-houses are members of the association.
- (3) The third condition is that no relevant tenant to whom the new tenancy is proposed to be granted is, or is willing to become, a member of the association.
- (4) References in this paragraph to a management agreement include a section 247 or 249 arrangement as defined by 250A (6) of the Housing and Regeneration Act 2008.

Equality Impact Assessment

Mutual Exchange, Assignment and Subletting Policy			
The policy sets out to ensure that customers are aware of their right of Assignment and subletting as set out in the Tenancy Agreement. Also, that LHP’s policies for giving consent to assign tenancies are followed.			
Completed By:	Danielle Toyne	Date:	February 2025

STAGE 1 SCREENING

This stage establishes whether a proposed initiative will have an impact from an equality perspective on any particular group of people or community – i.e., on the grounds of race, religion/faith/belief, gender (including transgender), sexual orientation, age, disability, or whether it is “equality neutral” (i.e., have no effect either positive or negative).

<p>Q 1. Who will benefit from this initiative? Is there likely to be a positive impact on specific groups/communities (whether they are the intended beneficiaries), and if so, how? Or is it clear at this stage that it will be equality ‘neutral’ i.e. will have no particular effect on any group? <i>Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality</i></p>
<p>The policy is not designed to benefit any particular group and that there will be positives and negatives for a few groupings. The availability of assignments, exchanges and lodgers/sub-lettings could assist certain groups e.g. disabled/elderly to move to more suitable accommodation; for women fleeing domestic violence to more or to remove violent partners from the tenancy.</p>
<p>Q 2. Is there likely to be an adverse impact on one or more minority/under-represented or community group as a result of this initiative? If so, who may be affected and why: Or is it clear at this stage that it will be equality ‘neutral’? <i>Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality</i></p>
<p>Yes, on migrant communities. We are expected to undertake checks to ascertain if a potential customer/lodger is permitted to be in the UK as required by the Immigration Act 2014. Therefore, any adverse impact is an inevitable result of a strict legal requirement.</p> <p>Although the policy is not designed to disadvantage any group, there will be positives and negatives for a few groupings. The restrictions on assignments, exchanges and lodgers/sub-lettings could have greater impact on certain groups e.g. women whose partners have left them may also be left in arrears.</p>

Q 3. Is there sufficient data on the target beneficiary groups/communities? Are any of these groups under or overrepresented? Do they have access to the same resources? What are your sources of data and are there any gaps? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality

Information on customers and applicant's families from tenancy profiling and the data held on QL, Currently EDI data is being collected across LHP customer base and when that data is available further reviews will be undertaken and any impacted groups will be identified, and the relevant action plan will be created.

Q 4. Outsourced services – if the initiative is partly or wholly provided by external organisations / agencies, please list any arrangements/plan to ensure that they promote equality and diversity. Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality

This is an internal policy, and LHP are responsible for its implementation and no parts are outsourced.

Q 5. Is the impact of the initiative (whether positive or negative) significant enough to warrant a full impact assessment – see guidance? If

not, will there be monitoring and review to assess the level of impact over a period of time? Please consider all aspects of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality

LHP are currently collecting customer EDI data and at the point of this data being presented a full impact assessment will take place and any under or overrepresented groups will be identified, and an appropriate action plan will be created.

Q 6. To be completed at six monthly review Detail actions taken to assess the level of impact over a period of time, or to address any gaps in data. Please consider all aspect of Diversity including as a minimum: Age, Disability, Gender/Transgender, Race/Ethnicity, Religion/Faith/Belief, Sexuality

At Policy reviews.

