

# Mutual Exchange Policy

March 2025

Housing  
Management



THE ROYAL BOROUGH OF  
KENSINGTON  
AND CHELSEA

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## **1 Introduction**

- 1.1 The Royal Borough of Kensington and Chelsea (to be referred to as 'RBKC' or 'the Council' within this policy) recognises the importance of mutual exchanges as a key housing option that offers tenants flexibility and control over where they live.
- 1.2 Mutual exchanges allow eligible tenants to swap their homes with other social housing tenants, facilitating moves that better meet their housing needs, and also helps RBKC manage housing stock more efficiently.
- 1.3 This Policy outlines the eligibility criteria, legal framework, and process for tenants wishing to engage in a mutual exchange, ensuring compliance with relevant housing legislation and RBKC standards.
- 1.4 RBKC supports tenants to mutually exchange for free primarily through [HomeSwapper](#), the UK's largest leading mutual exchange service in the UK. RBKC tenants can also utilise several other mutual exchange services and mobility schemes that the Council work with for the same purpose (such as [HomefinderUK](#) and [Seaside and Country Home](#)). You may however find another tenant to mutually exchange with yourselves via other means.
- 1.5 Tenants can obtain information about these mutual exchange services and schemes on their respective websites using the imbedded links, or by contacting their local neighbourhood team.

## **2 Aims**

- 2.1 The aims of the RBKC Mutual Exchange Policy are to:
  - Support Eligible Tenants: Ensuring that tenants eligible for a mutual exchange are well-informed about their rights, responsibilities, and the conditions under which exchanges can be approved or refused.
  - Promote Tenant Mobility: Facilitate choice and flexibility for tenants in securing housing that better fits their current needs.
  - Improve Housing Stock Utilisation: Helping make the best use of RBKC's housing stock by addressing under-occupation, overcrowding, and the need for specially adapted homes.
  - Provide Fair and Transparent Processes: Provide clear guidance to tenants on the processes involved in the mutual exchange process.

## **3 Legal Framework**

- 3.1 This policy operates within the framework of:

- The Housing Act 1985, which grants secure tenants the right to exchange, subject to landlord consent, and outlines specific grounds under which a mutual exchange may be refused.
- The Localism Act 2011, which sets out provisions for tenants on secure, flexible or fixed-term tenancies, and sets out additional grounds for refusing exchanges in these cases.
- The Housing and Regeneration Act 2008, which provides the statutory basis for regulating housing providers and ensures that all mutual exchanges conform to the standards set by the Regulator of Social Housing.

## 4 Related Documents

This Policy should be read in conjunction with the following documents:

- RBKC's Housing Allocations Scheme
- RBKC's Repairs Recharge Policy
- RBKC's Housing Management 'Your Tenancy' Handbook
- RBKC's Tenancy Policy
- RBKC's Assignment and Succession of Tenancy Policy
- RBKC's Rent Income and Arrears Policy

## 5 Policy Scope

### *Eligibility*

5.1 This Policy applies to:

- Secure RBKC tenants, who are eligible to participate in a mutual exchange by way of holding social housing tenancies; and
- Secure tenants of other local authorities and assured tenants of registered social housing providers seeking to exchange homes with RBKC tenants.

5.2 Mutual exchanges involving two or more tenants are also permitted, provided the respective tenants meet the eligibility requirements.

5.3 This Policy applies to mutual exchanges carried out by way of **tenancy assignment only**.

### *Ineligible tenants*

5.4 This Policy does not apply to:

- Tenants with introductory or demoted tenancies;
- Assured Shorthold Tenancies (ASTs);
- Job tied tenancies;

- Tenants of market or intermediate rent properties, including key worker properties; or
  - Licensees, leaseholders, freeholders or shared owners.
- 5.5 Introductory and demoted tenancies are excluded because they do not carry the statutory right to mutual exchange; residents holding these tenancies may become eligible to exchange once they complete their probationary/demotion period.

## **6 Methods of Mutual Exchange**

- 6.1 In law, mutual exchanges between tenants can occur in two ways, depending on the type of tenancy held by each party. These methods are '*assignment*' and '*surrender and re-grant*'.

### *Assignment*

- 6.2 Mutual exchange by assignment means swapping tenancies directly, keeping all the rights and responsibilities of the original agreement.
- 6.3 These rights, responsibilities, and obligations include the right to remain in the home, the obligation to pay the rent and to adhere to the terms of their assigned tenancy agreement.
- 6.4 Mutual exchange by assignment is used when tenants hold similar types of tenancies. An example of this would be when two Council tenants holding secure tenancies wish to exchange.
- 6.5 Any outstanding arrears or breaches of tenancy must be addressed before the exchange can proceed.

### *Surrender and Re-grant*

- 6.6 Surrender and re-grant involves both tenants giving up their tenancies and receiving new ones.
- 6.7 The process is used when tenants have different tenancy types or when one tenant's rights need to be preserved, such as a secure tenant exchanging with a fixed-term tenant.
- 6.8 All mutual exchanges under the Council are completed by **assignment**.

## **7 Application Process**

### *Submitting the Application*

- 7.1 All RBKC tenants wishing to apply for a mutual exchange must complete a [Mutual Exchange Application Form](#).

7.2 Tenants that require assistance with completing the form can request support from the Resident Services Team at their local housing office or by contacting them by:

- phone: **0800 137 111** or **020 3617 7080**, or
- email: [hm-neighbourhoodresidentservices@rbkc.gov.uk](mailto:hm-neighbourhoodresidentservices@rbkc.gov.uk)

7.3 The completed form should be submitted to the Resident Services Team either:

- by post or hand delivery to:  
**Neighbourhood Management  
Mutual Exchange  
Royal Borough of Kensington and Chelsea Housing Management,  
Unit A 292a Kensal Road  
London  
W10 5BE**
- by email to:
  - [HM-NeighbourhoodBusinessSupport@rbkc.gov.uk](mailto:HM-NeighbourhoodBusinessSupport@rbkc.gov.uk)

7.4 Applicants will also be asked to provide documents such as proof of identity and tenure. The Resident Services Team will contact applicants to request additional or missing information, where necessary.

7.5 Applicants should aim to provide the requested documentation within **10 working days**. Failure to do so will delay the application process.

7.6 If applicants are experiencing difficulties with providing the requested information, they should contact the Residents Services Team using the details in [7.2](#) or visiting their local housing office.

### Processing Applications

7.7 RBKC has a statutory obligation to inform applicants of the decision made on their mutual exchange application within **42 calendar days** of receiving a fully completed application.

7.8 When assessing mutual exchange applications, RBKC will consider the following:

- The outcome of checks conducted by RBKC's Housing Investigations Team and Fire, Health and Safety teams to ensure adherence to internal policies, and safety and legal requirements,
- Whether any outstanding arrears have been cleared or a repayment agreement is in place,
- Adequate landlord references.

7.9 Tenants should engage with their landlord to ensure that they complete references required for the exchange.

7.10 Home visit inspections will be carried out by a surveyor and Neighbourhood Services Coordinator (NSC) to:

- complete regulatory safety checks (e.g., gas and electrical safety);
- assess the condition of the property, including repairs or damage that may need to be addressed; and
- note any adaptations made to the property (e.g., wheelchair access, ramps).

7.11 The outcome of the inspection will be shared with both the outgoing and incoming tenants, detailing any repairs or works that need to be completed before the exchange can proceed.

## **8 Repairs**

8.1 Outstanding repairs that fall outside of the 42-day decision window may still be completed, subject to agreement from the incoming tenant.

8.2 The move-in date for incoming tenants may be delayed if there are substantial or complex outstanding repairs that pose significant risks.

8.3 Repairs caused by damage from the outgoing tenant will be charged to them. The Council will notify the tenant of this after the inspection. Full details on the how rechargeable repairs are calculated, how to submit an appeal for recharges, and support available for vulnerable residents facing recharge costs can be found in RBKC's Repairs Recharge Policy [.](#)

8.4 Incoming and outgoing tenants are strongly advised to also conduct their own inspections of the properties to identify any defects, as well as review their prospective landlord's repairs recharge policies and repairs responsibilities, prior to agreeing to an exchange.

8.5 Any existing damage will become the responsibility of the incoming tenant after the exchange.

## **9 Additional Considerations**

### Support

9.1 The Resident Services Team can provide in-person support to RBKC tenants that may require it during the application process.

9.2 Requests for further support can be made in-person at a local housing office or through the Resident Services team using the contact details in [7.2](#).

9.3 During the home visit inspection carried out by the surveyor and NSC, tenants can also raise any accessibility or support concerns to the NSC, or request for additional help.

- 9.4 The NSC may liaise with support services, such as Adult Social Care, Housing Health and Disability Team, and other Council teams, to provide assistance to the tenant where needed, provided the tenant meets the referral criteria for the relevant service or team.

### Adaptations

- 9.5 If an incoming tenant has specific accessibility needs related to fire safety and evacuation, the Resident Services Officer will refer them to the Fire, Health and Safety Team. Such needs can include but are not limited to:
- use of a wheelchair or mobility scooter;
  - dependence on a power supply for medical equipment;
  - sensory impairments;
  - learning disabilities; or
  - neurodiverse or developmental conditions.
- 9.6 The Fire, Health and Safety Team will assess the property's suitability based on identified fire and evacuation risks and may recommend adaptations strictly aligned with those safety requirements.
- 9.7 For accessibility needs unrelated to fire and evacuation, incoming tenants can request for aids and adaptations within the property after the exchange, provided they meet the criteria set out in the RBKC Aids and Adaptations Policy.
- 9.8 If the property has been specially adapted for the needs of the outgoing tenant, the Neighbourhoods Team will refer to the Housing Solutions Service to assess whether the incoming tenant requires these adaptations.

## **10 Implications of Exchange**

### Succession and Assignment

- 10.1 Succession is the process of transferring a tenancy to a qualified person following the death of the tenant, while assignment is the transfer of a tenancy to a qualified person during the tenant's lifetime.
- 10.2 Succession rights are tied to the tenancy agreement and the legal framework under which the tenancy was granted:
- Succession rights are defined by law. A mutual exchange is a voluntary assignment of tenancy and does not reset or create new succession rights.
  - If the incoming tenant has previously succeeded to a tenancy no further successions would be permitted under the tenancy accepted with RBKC.
- 10.3 Assignment Rights:
- Assigning a tenancy as part of a mutual exchange typically satisfies the conditions for one permitted assignment. Assignment of a tenancy can

only occur **once**. After a mutual exchange is completed, further assignments will not be permitted.

10.4 For further details on succession and assignment can be found in the RBKC Succession and Assignment of Tenancy Policy.

#### Additional Implications

10.5 NSCs will make residents aware of further implications of mutual exchanges on receiving a completed application form. The NSC will communicate:

- **Tenancy Type and Terms:** The incoming tenant will assume the tenancy type and terms of the property they are moving into. This may include differences in rent levels, service charges, tenancy conditions, or repair responsibilities.
- **Succession Rights**
- **Assignment Implications**
- **Housing Benefit or Universal Credit:** Moving may affect Housing Benefit or Universal Credit payments. Tenants should seek advice on how their entitlements might change.
- **Post-Exchange Obligations:** The incoming tenant must adhere to all the terms and conditions of the tenancy agreement.

10.6 If a tenant is concerned about the possible financial implications related to the exchange, they should contact the Resident Services Team who can refer them to the relevant teams to provide support and advice.

## **11 Decisions on the Application**

11.1 Once all necessary inspections, checks, and landlord references have been completed, the Neighbourhoods Manager will review the application and decide whether it should be approved or refused.

11.2 If the exchange will be approved, both the incoming and outgoing tenants will receive a Permission to Exchange letter and a date will be agreed for both parties to sign their tenancy agreements.

11.3 If there are any concerns or unresolved issues by the end of the 42-day period, the next steps will be communicated to both the outgoing and incoming tenants.

11.4 If the exchange is refused, tenants will be informed of the reasons for the decision.

## **12 Grounds for Refusal**

12.1 Mutual exchange applications are assessed carefully, and refusal can occur for several reasons, as outlined in housing legislation and policy. Below are some common grounds for refusal:

- **Rent arrears:** If the tenant has significant rent arrears, the exchange may be refused until the arrears are cleared, or an agreed repayment plan is in place.
- **Breach of Tenancy:** If a tenant is in breach of their tenancy agreement (e.g., due to anti-social behaviour or other serious misconduct).
- **Size of the Property:** The exchange may be refused if the incoming tenant would under-occupy the property by more than one bedroom or over-occupy (also known as overcrowding) it beyond what is legally permitted.
- **Legal Proceedings:** If the tenant is subject to any legal action, such as a possession order or an eviction notice.
- **Specially Adapted Properties:** If the property has been specially adapted for a tenant with disabilities, the exchange may be refused if the incoming tenant does not require these adaptations.
- **Sheltered or Supported Housing:** The exchange may be refused if the property is part of a sheltered housing scheme or supported accommodation, and the incoming tenant does not meet the eligibility criteria for that type of housing.
- **False Information:** If the tenant provides false or misleading information in the exchange application, the exchange will be refused.

12.2 The full grounds detailing the reasons for refusing a mutual exchange application under the Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 can be found in Appendix 1 and Appendix 2.

12.3 Grounds for refusal under Schedule 14 contains additional grounds that apply to exchange of tenancies where one tenant holds a flexible or fixed term tenancy.

### **13 Unauthorised Exchanges**

13.1 Under the Housing Act 1985, all mutual exchanges require written consent from the landlord(s) involved. It is unlawful for tenants to exchange homes without the formal approval of RBKC or any other social housing provider involved in the exchange.

13.2 Tenants must ensure that they apply for a mutual exchange through the correct channels and receive written confirmation of approval before proceeding with any move. Any exchange carried out without this approval is considered unauthorised.

13.3 If a mutual exchange is carried out without RBKC's knowledge or consent, the parties occupying an RBKC property will be required to vacate the property.

13.4 Tenants should be aware of the risks involved in private mutual exchanges, without informing RBKC:

- **No Legal Protections:** Without formal landlord approval and adherence to the legal process, any informal agreements between tenants are not legally binding and will not be recognised by RBKC.
- **Rent and Arrears:** In the absence of a formal exchange, residents may unknowingly become responsible for outstanding rent arrears or charges tied to the outgoing tenant's tenancy. Without proper authorisation, RBKC cannot manage rent accounts or tenant responsibilities accurately.
- **Property Condition:** Tenants may find that the property is in a poor condition, with outstanding repairs or damage that was not disclosed.

13.5 To avoid the risks associated with unauthorised exchanges, RBKC tenants must:

- Always apply for a mutual exchange through the Resident Services Team;
- Wait for written approval before making any arrangements to move including the outcome of any pending appeals; and
- Ensure that all checks, inspections, and references are completed as part of the formal process.

13.6 RBKC encourages tenants to contact the Resident Services Team or their local housing office if they are unsure of any part of the mutual exchange process. The Team will provide advice and guidance to RBKC residents that have any queries regarding the mutual exchange process.

## **14 Appeals and Complaints**

### *Appeal Submission*

14.1 If a tenant's mutual exchange application is refused, they can appeal the decision.

14.2 Tenants must submit a written appeal to the Head of Neighbourhood Management within **14 calendar days** of receiving the refusal letter.

14.3 Appeals can be submitted through the Resident Services Team, either by email to [hm-neighbourhoodresidentservices@rbkc.gov.uk](mailto:hm-neighbourhoodresidentservices@rbkc.gov.uk), who will forward it to the Head of Neighbourhood Management for their consideration, or by post to the following housing offices:

- **Blantyre Neighbourhood Office**  
12 Blantyre Street  
World's End Estate  
London  
SW10 0DS
- **The Hub at Malton Road**  
2-4 Malton Road  
London  
W10 5UP

- Lancaster West Neighbourhood Office**  
**Unit 7 Baseline Business Studios**  
**Whitchurch Rd**  
**London**  
**W11 4AT**

14.4 Tenants can also attend the above offices to submit their written appeal in person.

14.5 The appeal must clearly state why the tenant believes the decision to refuse the mutual exchange was incorrect and provide any supporting evidence.

#### *Council Response*

14.6 Once the appeal is submitted, the Head of Neighbourhood Management will review the case and respond within **14 calendar days** of receiving the appeal.

14.7 The review will consider the grounds for the refusal, the tenant's reasons for appeal, and any relevant evidence.

14.8 The outcome of the appeal will be communicated to the tenant in writing.

14.9 If the appeal is successful, RBKC will proceed with the mutual exchange application.

14.10 If the appeal is unsuccessful, the decision will be final, and the tenants will receive an explanation of why the original decision to refuse the exchange has been upheld.

#### *Complaints*

14.11 If a tenant has concerns about how their case was handled (e.g., delays or staff behaviour), they can submit a complaint to the Customer Experience Team by emailing [HM-Complaints@rbkc.gov.uk](mailto:HM-Complaints@rbkc.gov.uk).

14.12 All complaints will be handled in line with the **Council's Housing Management Complaints Policy**.

### **15 Equalities Statement**

15.1 The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.

15.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services

receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.

15.3 The legal framework for the Council's approach is provided by the Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminate discrimination, harassment, victimisation and to advance equality of opportunity and foster good relations between people with differing characteristics.

15.4 Further detail on the Duty, and the Council's approach to fulfilling its requirements, can be found at [www.rbkc.gov.uk](http://www.rbkc.gov.uk).

## **16 GDPR & Data Protection**

16.1 As a directorate of RBKC, Housing Management shares the commitment to ensure that all data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- Relevant and limited to whatever the requirements are for which the data is processed.
- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay.
- stored for as long as required, as specified within RBKC's Records Retention policy.
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

16.1 For further information about the Council's commitment to the General Data Protection Regulations (GDPR), visit the Council's website at [www.rbkc.gov.uk](http://www.rbkc.gov.uk).

## **17 Monitoring and Review**

17.1 This policy will be reviewed every five years or sooner if there are significant changes in legislation, regulations, or operational requirements that impact the mutual exchange process.

## **18 Appendices**

Appendix 1: Schedule 3 of the Housing Act 1985 – Grounds for Refusing a Mutual Exchange Application

Appendix 2: Schedule 14 of the Localism Act 2011 – Grounds for Refusing a Mutual Exchange Application

Appendix 3: Mutual Exchange Statistics (Mutual Exchanges in RBKC vs out of RBKC)

## Appendix 1

### Schedule 3 of the Housing Act 1985 – Grounds for Refusing a Mutual Exchange Application

#### **Schedule 3 Grounds – Housing Act 1985**

The grounds for refusing mutual exchanges under **Schedule 3 of the Housing Act 1985** primarily apply to **secure tenants**. These grounds are as follows:

**1. Rent Arrears:**

- The tenant or the person they are exchanging with has rent arrears. The landlord can refuse the exchange until the arrears are cleared or an acceptable repayment plan is in place.

**2. Breach of Tenancy:**

- Either tenant is in breach of their tenancy agreement (e.g., for anti-social behaviour, damage to the property, or failure to comply with tenancy obligations).

**3. Possession Orders:**

- The landlord has obtained a possession order, or proceedings for possession have started against either tenant. This includes:
  - A **suspended possession order** where the tenant remains in occupation only under certain conditions.
  - A **Notice of Seeking Possession** (NoSP) served on the grounds of rent arrears, nuisance, or other serious breaches of tenancy.

**4. Overcrowding or Under-Occupation:**

- The exchange would result in the incoming tenant **over-occupying** or **under-occupying** the property. Generally, under-occupation of more than one bedroom or any overcrowding is a ground for refusal.

**5. Property Condition:**

- The tenant or the person they are exchanging with has caused significant damage or deterioration to the property, and this has not been rectified.

**6. Previous Mutual Exchange:**

- The tenancy was previously assigned via a mutual exchange, and there was a financial transaction (i.e., one party gave or received

money for the exchange). Financial transactions are prohibited in mutual exchanges.

**7. False Statements:**

- The landlord reasonably believes that the tenant, or the person they are exchanging with, provided false or misleading information during the application process.

**8. Adapted Properties:**

- The property has been adapted for a tenant with disabilities, and the incoming tenant does not need the adaptations. Applications can be refused on this ground to ensure the best use of available housing stock so that adapted properties remain available for tenants who need them.

**9. Housing Tied to Employment:**

- The tenancy involves accommodation provided by the landlord in connection with employment (e.g., caretaker housing), and the incoming tenant is not employed by the landlord in that capacity.

**10. Court Orders for Anti-Social Behaviour:**

- The tenant is subject to a **court order** related to anti-social behaviour (e.g., an injunction, anti-social behaviour order (ASBO), or a demotion order).

## Appendix 2

### Schedule 14 of the Localism Act 2011 – Grounds for Refusing a Mutual Exchange Application

#### **Schedule 14 Grounds – Localism Act 2011**

The **Localism Act 2011** introduced additional grounds for refusal, particularly applicable to **flexible** or **fixed-term tenancies**. These grounds ensure that secure tenancy rights are protected, especially for tenants who held lifetime tenancies before April 1, 2012, and that the purpose of flexible tenancies is not undermined.

**1. Security of Tenure Protection:**

- Where the exchange involves one party with a **secure lifetime tenancy** granted before April 1, 2012, and the other party has a **flexible or fixed-term tenancy**, the landlord may refuse the exchange if it would result in the secure tenant losing their lifetime status.

**2. Undermining the Purpose of Flexible Tenancies:**

- If the exchange would undermine the specific purpose of a **flexible tenancy**, such as housing allocated for people with temporary or specific needs (e.g., supported accommodation or temporary housing for homelessness).

**3. Local Connection Requirements:**

- The incoming tenant does not meet the **local connection requirements** for the property, particularly if the property is subject to restrictions under a **Section 106** planning agreement, which requires tenants to have a connection to the local area.

**4. Rent Differences:**

- If the exchange would result in a **significant difference in rent** between the two tenancies, and the landlord considers this untenable. This is particularly relevant where one tenancy is at a **social rent** level and the other is at an **affordable rent** or **market rent** level.

**5. Fixed-Term Tenancy Conditions:**

- If the exchange would result in a **fixed-term tenancy** being replaced with a secure tenancy, and this would not be in line with the original purpose of granting the fixed-term tenancy (e.g., time-limited housing support).

**6. Requirement to Meet Specific Eligibility Criteria:**

- Where the property is part of an **age-restricted scheme** (e.g., sheltered housing) or is designated for specific groups (e.g., people with disabilities), and the incoming tenant does not meet the eligibility criteria.

**7. Property Restrictions:**

- If the property is subject to certain **covenants or planning restrictions** (e.g., tied to employment, designated for local residents only), and the incoming tenant does not meet these criteria.

### Appendix 3:

#### Comparison of Mutual Exchanges

| Year    | Total Mutual Exchanges | <i>Mutual Exchanges in RBKC</i> | <i>Mutual Exchanges out of RBKC</i> |
|---------|------------------------|---------------------------------|-------------------------------------|
| 2020-21 | 25                     | 12                              | 13                                  |
| 2021-22 | 33                     | 20                              | 13                                  |
| 2022-23 | 17                     | 7                               | 10                                  |
| 2023-24 | 20                     | 12                              | 8                                   |
| 2024-25 | 22                     | 9                               | 13                                  |