

Application for Mutual Exchange



Flagship Homes
 31 King Street, Norwich
 Norfolk, NR1 1PD
 0808 168 4555
 info@flagship-homes.co.uk
 flagship-homes.co.uk

Office use only	Initial of HO:	Date:
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1. Applicant / tenant	2. Joint applicant / tenant
Title: Mr / Mrs / Miss / Ms / Other:	Title: Mr / Mrs / Miss / Ms / Other:
Surname:	Surname:
First name(s):	First name(s):
Date of birth:	Date of birth:
National Insurance no.:	National Insurance no.:
Address:	Address:
Postcode:	Postcode:
Telephone no.:	Telephone no.:
Mobile no.:	Mobile no.:
Email:	Email:

3. Family details <i>Please give the details of your family members who will be moving with you.</i>				
Surname	First name	Date of birth	Sex (M/F)	Relationship to applicant
		DD/MM/YY		
		DD/MM/YY		
		DD/MM/YY		
		DD/MM/YY		
		DD/MM/YY		

4. Your current landlord	5. Where you live now
Landlord name:	<input type="checkbox"/> House <input type="checkbox"/> Bungalow <input type="checkbox"/> Maisonette <input type="checkbox"/> Bedsit <input type="checkbox"/> Flat (Floor:) <i>(Please tick relevant box)</i>
Address:	No. of bedrooms:
Postcode:	Separate dining room: Yes / No (Please circle)
Telephone no.:	Date your tenancy commenced: DD / MM / YY
Mobile no.:	Tenancy type: Assured / Secure (Please circle)
Email:	Please note that if you hold a Starter, Introductory or Assured Shorthold tenancy you are not eligible for an exchange.
Housing Officer name:	

6. Garage <i>Please speak to your Housing Officer if you would like to rent one in the future.</i>	Is a garage situated within the boundary of your property? Yes / No (Please circle)
	If not, do you rent a garage nearby? Yes / No (Please circle)

7. Sheltered accommodation	Is your property part of a Sheltered Housing Scheme? Yes / No (Please circle)
	Is your property fitted with an emergency alarm? Yes / No (Please circle)

8. Have you previously held a tenancy with Flagship (including garages)? <i>If yes, please provide details of former address(es) and dates of tenancies.</i>
Address:
Postcode:
Tenancy dates: DD/MM/YY to DD/MM/YY
Address:
Postcode:
Tenancy dates: DD/MM/YY to DD/MM/YY

9. Does anyone in your family who will be moving with you have a disability that affects their housing needs? If yes, please give details.

10. Do you have any pets that will be moving with you? If yes, please give details.
Please note that Flagship reserves the right to refuse permission under some circumstances

11. Who would you like to exchange with?	
Applicant / tenant	Joint applicant / tenant
Title: Mr / Mrs / Miss / Ms / Other:	Title: Mr / Mrs / Miss / Ms / Other:
Surname:	Surname:
First name(s):	First name(s):
Address:	Address:
Postcode:	Postcode:
Telephone no.:	Telephone no.:
Mobile no.:	Mobile no.:
Email:	Email:

12. Their current landlord (Please supply us with the name, address and telephone number of their landlord)	
Landlord name:	Housing Officer name:
Address:	
Postcode:	Telephone no.:
Telephone no.:	Email:

Conditions of Mutual Exchange

IMPORTANT: Please read the following notes carefully before completing, signing and returning this form to your Housing Officer.

1. Flagship will not incur any expense in the Mutual Exchange.
2. Any Flagship home to which you wish to move must be taken over in its existing condition, together with all equipment. Interior decorations, maintenance, repair or replacement of fixtures and fittings installed by the existing tenants are the responsibility of the incoming tenant.
3. Consent will be granted on condition that all tenancy terms and conditions are satisfied. You will be expected to rectify any breach (including any outstanding rent or tenant damage) before the exchange can proceed.
4. Mutual exchanges shall be refused in line with Schedule 3 of the Housing Act 1985 – see our guidance notes about grounds for refusing a Mutual Exchange.
5. Flagship will need to approach applicants' landlord in order to seek their approval and a report on how their tenancy has been conducted. An exchange will only be approved upon receipt of that approval and a satisfactory report.
6. Electric and gas safety checks must be carried out on Flagship properties before an exchange is approved.
7. The terms and conditions of your tenancy may change depending on the tenancy of the person with whom you wish to exchange:
 - a) Your rent may substantially increase (or decrease).
 - b) You may lose or gain the right to succession of a relative.

If you have any further questions, please contact your current landlord.

8. If you currently hold a tenancy with a Local Authority, please be aware that you may lose some of the rights you now hold when you are assigned a Flagship tenancy, for example Right to Buy. By exchanging your tenancy, you are waiving any former rights, and they will not be applicable to your Flagship tenancy. If you have any further questions, please contact your current landlord.
9. It will be the responsibility of the tenant to ensure that any agreements made between themselves and the other party to this Mutual Exchange are complied with and Flagship will not be involved in enforcing any such agreement. Examples of agreements include the date of exchange – once approved by Flagship; the condition in which the property is to be left; the number of door keys; the removal of any fittings; the removal of rubbish etc.
10. The facts, as stated by the tenant, in connection with the exchange are true and correct and the tenant intends to take up occupation of the new address at a date agreed between all parties and Flagship. Furthermore, no inducements, payments of cash or commissions have been given or will ever be made in connection with this exchange.

11. In the event of a breach by either party of the conditions upon which an exchange is approved by Flagship, the tenant may be required to give up possession of their new tenancy.

I/we have personally inspected the property into which I/we wish to move and am/are willing to accept responsibility for making good any defects that are not the responsibility of Flagship in the dwelling and any redecoration that may be necessary. I/we have read and understood the conditions by which Flagship, as detailed in sections 1 to 11 above, allows this exchange to take place along with the grounds for refusing a Mutual Exchange. I/we agree to comply with the tenancy conditions that apply to the tenancy of the property which we intend to occupy.

Applicant's signature: Date:

Joint applicant's signature: Date:

IMPORTANT: You do not have authority to exchange homes until you receive written confirmation from your landlord. You could lose your tenancy if you move premises before permission is given.

Guidance notes for customers: Grounds for refusing a Mutual Exchange

Right to exchange – Schedule 3 of the 1985 Housing Act

(Please note that 'assignee' means the person proposing to move to a new address).

Ground One

The tenant or proposed assignee is obliged to give up possession of the dwelling-house of which he is the secure tenant in pursuance of an order of the court, or will be obliged at a date specified in such an order.

Ground Two

Proceedings have commenced for possession of the dwelling-house of which the tenant or the proposed assignee is the secure tenant on one or more grounds 1 to 6 in Part 1 of Schedule 2 (grounds on which possession may be ordered despite absence of suitable alternative accommodation), or there has been served on the tenant or the proposed assignee a notice under section 83 (notice of proceedings for possession) which specified one or more of those grounds and is still in force.

Ground Three

The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.

Ground Four

The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his family.

Ground Five (part)

The premises were let in consequence of employment, and form part of, or are in the grounds of, a non-housing building or a cemetery. Full details of this ground will be given if refusal is made on these grounds.

Ground Six

The landlord is a charity and the proposed assignee's occupation would conflict with its objects.

Ground Seven

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by the physically disabled person who requires accommodation of the kind provided by the dwelling-house and if the assignment were made there would no longer be such a person residing in the dwelling-house.

Ground Eight

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 satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling-house.

Ground Nine

The dwelling-house 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 and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.

Welfare Reform Act – how it will affect you

From 1 April 2013, working-age customers in receipt of Housing Benefit (HB) will receive a payment based on the size of their household in relation to their home (commonly referred to as the 'bedroom tax'). From this date, those households who are deemed to under-occupy their home will receive a reduction in their HB entitlement.

There will be a reduction in HB of 14% of the rent amount for those households under-occupying their property by one bedroom, and 25% for those households under-occupying by two or more bedrooms.

What is under-occupancy?

Under-occupancy is a new amendment to the Housing Benefit regulations and is part of the larger welfare reforms being implemented by central government. It applies to benefit claimants who are social housing tenants. This includes local authority tenants and housing association tenants. Customers in receipt of housing benefit who have one or more spare bedroom in their house will have their housing benefit reduced to reflect the excess room.

How can I challenge my Housing Benefit award?

If you feel that the benefit you have been awarded does not accurately reflect your household situation, please contact your local authority.

Will there be any protection from under-occupancy?

There will not be a protection period, so this change has taken effect as of 1 April 2013. If you are of an age where you will qualify for pension credits, you will be exempt from the under-occupancy changes.

In recognition of the impact this will have, the Government has increased the amount of money it gives to local authorities to make discretionary housing payments (DHPs).

These are short-term payments designed to help people get over a temporary financial problem. Your local authority housing department should be able to advise you on the process for applying for a DHP should you think you need one. You can find more information on your local authority website.

Be prepared

We appreciate that changes like this can cause financial pressure and confusion around the amount of rent top-up that customers need to pay. It is imperative that customers continue to prioritise rent payments, and we would encourage you to work closely with your Housing Officer to ensure your rent account is effectively maintained. If you would like more information on these changes and how they might affect you, your Housing Officer will be happy to advise you. Please call **0808 168 4555**.

To help you to identify whether this could impact you, we have detailed how bedrooms will be allocated under the Act:

- One bedroom for a couple.
- One bedroom for a person aged 16 or over.
- One bedroom for two children under 16 of the same sex.
- One bedroom for two children under 10 (boys and girls are expected to share a room).
- One extra bedroom if you or your partner needs an overnight carer to stay.

You will still be affected if you:

- Are an adult with a disability.
- Sleep separately from your partner due to illness.
- Are separated or divorced and your children visit you.

You will NOT be affected if you are:

- Parents with severely disabled children who are unable to share a room with their siblings.
- Approved foster carers, whether or not a child has been placed with you or you are between placements, so long as you have fostered a child in the last 12 months.
- Parents with adult children in the Armed Forces, as long as the property is registered as being the adult children's main home.

I have read and understood that if I claim Housing Benefit and my circumstances change in line with the above my Housing Benefit Award may be affected.

Signed		Address
Print name		
Date	DD/MM/YY	Postcode:

Please return this form to your Housing Officer.