



## Application to assign a tenancy by way of exchange

### Part 1 NOTES

- 1 The tenancy must not be assigned without obtaining the written consent of the Kirklees Neighbourhood Housing.
- 2 Written consent may be withheld by Kirklees Neighbourhood Housing on any grounds listed in Schedule 4a of the Housing and Building Control Act. A list of these grounds is attached to this application.
- 3 Where any rent lawfully due from the tenant has not been paid or any obligation of the tenancy has been broken or not performed, the consent may be given subject to a condition requiring the tenant to pay the outstanding rent, remedy the breach or perform the obligation.
- 4 If Kirklees Neighbourhood Housing gives written consent for the assignment and one of the parties to the exchange fails to move into the property which has been assigned to him / her, Kirklees Neighbourhood Housing will immediately commence court proceedings for recovery of possession of the other dwelling from the tenant who has moved.
- 5 If the application is not successful and you still require a move to another property you will be required to complete a separate application form if you are not already registered on the Housing Register.
- 6 You are advised to inspect the property into which you wish to exchange, as Kirklees Neighbourhood Housing cannot accept any liability for the condition of the property other than to repair defects caused through fair wear and tear.

### Part 2

- 1 Name of Tenant(s) (in full) .....  
.....
- 2 Address .....  
.....
- 3 No of Bedrooms ..... Type: House/Flat/Maisonette/Bungalow

4 If Maisonette or Flat, which floor is it on?  
Ground Floor / 1<sup>st</sup> Floor / 2<sup>nd</sup> Floor / 3<sup>rd</sup> Floor / multi-storey

5 When did your tenancy commence? .....

6 Weekly Rent Payment: .....

7 Please state members of your family including yourself who will be moving:

Surname	Other Names	Date of Birth	Relationship to you

8 Name of Employer .....

9 Occupation .....

10 State your reasons for requiring an exchange .....

.....

.....

.....

11 Have you applied previously for a transfer?  
If YES, please give the reference number and date of your application.

.....

12 Name of person with whom exchange is desired .....

.....

13 Address .....

.....

### Part 3

If you are exchanging with a private tenant, then the landlord's approval, in writing, should be attached to this application.

## Declaration

I hereby declare that the information given on this application form is true in every respect and understand that any false information will lead to the cancellation of this application.

Signed .....

Date .....

When completed, this form should be returned to your local housing office.

## Grounds for withholding consent to Assignment by way of Exchange

Listed below are the 10 grounds on which a Landlord can refuse consent to a Mutual Exchange.

**Ground 1** – The tenant or the 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 so obliged at a date specified in such an order.

**Ground 2** – Proceedings have been begun 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 a proposed assignee a notice under section 83 (notice of Proceedings for Possession) which specifies one or more of those grounds and is still in force.

**Ground 3** – The accommodation afforded by the dwelling-house is substantially more extensive than is reasonably required by the proposed assignee.

**Ground 4** – The extent of the accommodation afforded by the dwelling-house is not reasonably suitable to the needs of the proposed assignee and his / her family.

**Ground 5** – The dwelling-house –

(a) forms part or is within cartilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and

(b) was let to a tenant or predecessor in title of his / her in consequence of the tenant or predecessor being in the employment of –

- the landlord
- a local authority
- a new town corporation
- a housing action trust
- the Development Board for Rural Wales

- an urban development corporation, or
- the governors of an aided school

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

**Ground 7** – The dwelling-house has features which are substantially different from those of ordinary dwelling-house and which are designed to make it suitable for occupation by a 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 8** – 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 9** – 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.

**Ground 10** – The dwelling-house is the subject of a management agreement under which the manager is a Housing Association of which at least half the members of the association, and the proposed assignee is not, and is not willing to become a member of the association.

**NB** Ground 10 was added by the Housing and Planning Act 1986, Schedule 5, Paragraph 7.