

# South Kesteven District Council

## Mutual Exchange Policy

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<b>Authorised by</b>	<b>Cabinet</b>
<b>Service Area</b>	<b>Housing</b>
<b>Date</b>	<b>4<sup>th</sup> October 2018</b>
<b>Review date</b>	<b>4<sup>th</sup> October 2019</b>
<b>Linked policies</b>	<b>Tenancy Policy</b> <b>Allocations Policy</b> <b>Assignment Policy</b> <b>Succession Policy</b> <b>Repair Policy</b> <b>Fair Collection and Debt Recovery Policy</b>

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## **1. PURPOSE**

- 1.1 South Kesteven District Council recognises that because our customers' needs change throughout their lives and tenancies, this may result in a need to move homes. Exchanging homes is often the easiest and quickest way to move.
- 1.2 This policy sets out the approach to be taken by South Kesteven District Council in enabling tenants to exchange their tenancy with another tenant. This could be with either: another South Kesteven District Council tenant, another Local Authority tenant or a tenant of another registered provider.

## **2. POLICY STATEMENT**

- 2.1 South Kesteven District Council will maximise the opportunities for mutual exchange. We will meet our obligations under legislation and those set out in tenancy agreements on mutual exchange.
- 2.2 We will participate in national and local mobility/exchange schemes (details are on our website). We will provide tenants with access to these mobility/exchange schemes, where there is value for money for tenants and South Kesteven District Council, to do so.
- 2.3 Tenants can mutually exchange to any part of the UK. However, tenants may be restricted from moving to a property not suited to their housing needs. For example, moving to a property which results in under occupation or overcrowding may be withheld.
- 2.4 We will carry out an electric and gas safety check on all our properties. The electric check will take place prior to a move and we will carry out the gas safety check within 5 working days post the mutual exchange taking place.

## **3. CONTEXT**

- 3.1 South Kesteven District Council's tenants on secure and fixed term tenancies have a legal right to exchange their home (statutorily and through rights given in the tenancy agreement). Introductory tenants have no right in law to mutual exchange. However, South Kesteven District Council, through this policy, will consider exceptional circumstances.
- 3.2 Tenants are not being offered a new tenancy but 'swapping' (assigning by way of exchange) an existing tenancy, regardless of whether it is a secure, assured or fixed term tenancy, except where s.158 of the Localism Act, 2011 applies. Tenants take over the terms and conditions of each other's tenancy and could, for example, be swapping a secure tenancy for a fixed term tenancy.

## **4. POLICY OUTLINE**

### **4.1 Landlord's Consent**

- 4.1.1 The written consent of all applicant's landlords involved with an exchange is required before exchange can take place.
- 4.1.2 If consent is to be withheld, a notice must be served within 42 days of the tenant's application to exchange. The notice must specify the ground for withholding consent and give reasons for it.
- 4.1.3 If the other landlord of a mutual exchange refuses consent and there is reason to believe that the refusal was not reasonable, it is the responsibility of the other tenant, and not South Kesteven District Council or South Kesteven District Council's tenant, to pursue this. This right can be legally enforced only by the tenant against the landlord.

### **4.2 Tenant's Responsibilities**

- 4.2.1 It is the tenant's responsibility to pursue potential exchanges.
- 4.2.2 A tenant needs to discuss the condition they are willing to accept the property in, with the person they are exchanging with, before a move takes place. If tenants are not happy to accept the property in the condition it is in, then the tenants should not agree to move.
- 4.2.3 South Kesteven District Council may potentially refuse to rectify repair works which are accepted by the incoming tenant.

### **4.3 Implications of assignments of Mutual Exchange**

- 4.3.1 Each tenant takes on the terms and conditions of the other party's tenancy.
- 4.3.2 The exchange may result in a change of tenancy type eg. from secure to assured. Consequently tenancy rights will alter, e.g. loss of Right to Buy and a fair rent. We will fully explain the implications prior to any exchange.
- 4.3.3 The incoming tenant cannot be held responsible for liabilities under the tenancy prior to the date of exchange, e.g. rent arrears.
- 4.3.4 The incoming tenant accepts the property in the condition, as per the signed disclaimer.
- 4.3.5 Other than repairs which South Kesteven District Council will carry out (and recharge the outgoing tenant), South Kesteven District Council will not

undertake any other work to the property including internal redecoration or cleaning.

- 4.3.6 Tenants moving by mutual exchange will not qualify to receive decoration vouchers offered by South Kesteven District Council and will be expected to cover their own removal costs.

#### **4.4 Handling Mutual Exchange Applications**

- 4.4.1 We will determine an application to exchange within 42 days (6 weeks) of receipt of the fully completed original application.

- 4.4.2 Written permission must be obtained from all landlords involved in the mutual exchange before any exchange takes place.

- 4.4.3 We will not unreasonably refuse consent. Grounds by which a request to exchange is refused or granted conditional consent, are detailed in Appendix 2 and 3. Applicants need to be eligible to go on our housing register.

- 4.4.4 If South Kesteven District Council tenants are not happy with the way in which their mutual exchange application has been dealt with (rather than the decision, as this is made in accordance with the grounds in appendix 2 and 3) they have the right to make a complaint. Any feedback can be addressed to the Housing Strategy & Needs Team.

#### **4.5 Mutual Exchanges without permission**

- 4.5.1 If tenants exchange without permission from all landlords concerned, the exchange is not legal. The options available to the landlords involved are:

- to confirm the exchange and ask the tenants to complete the paperwork (this option will only be in exceptional circumstances);
- to take action and the tenants return to their original property (if the original property is still available)

- 4.5.2 Failure to ask for permission to exchange can result in legal action and charges incurred.

#### **4.6 Conditional Consent**

- 4.6.1 Providing the tenant is notified within the statutory 42 days, South Kesteven District Council can attach a condition to any consent. We will notify the tenant of the condition in writing and the timescales for completion.

#### **4.7 Mutual Exchange Withheld**

- 4.7.1 The grounds by which a request to exchange is withheld are detailed in Appendix 2 and 3.

#### **4.8 Waive the right to refuse a Mutual Exchange**

4.8.1 South Kesteven District Council will endeavour to work with tenants affected by any extenuating circumstances (considered on a case by case basis) including, but not limited to, welfare reform, including applicants who are under-occupying.

4.8.2 This means that South Kesteven District Council may choose to approve an exchange, even if they have grounds by which they could refuse it, if the exchange is into a South Kesteven District Council property and would:

- improve the tenant's financial situation
- resolve under-occupation
- result in a repayment of arrears outstanding to South Kesteven District Council

4.8.3 If South Kesteven District Council exercises a waiver, this would happen prior to completion of the mutual exchange with approval from the Housing Management Lead. If there are rent arrears, there will also be a requirement to repay these through a repayment plan.

4.8.4 Prior to any mutual exchange being finalised, the tenant will need to sign a declaration to demonstrate to South Kesteven District Council that s/he has been formally informed and they understand the requirement to pay the debt. Also, the tenant has been notified that failure to adhere to the terms of repayment of this debt may result in further actions being taken against them.

#### **4.9 Safeguarding**

4.9.1 Where an exchange involves a tenant who is considered to be vulnerable, particular care and consideration will be given to ensure there is no coercion, exploitation or safeguarding concerns.

### **5. ELIGIBILITY**

#### **5.1 Secure Tenancies**

5.1.1 The Housing Act 1985, s.92 (as amended by the Local Government and Housing Act 1989, s.163) states that every secure tenant may, with the consent of their landlord, assign their tenancy to another secure or assured tenant, who also has the written consent of their landlord and satisfies the conditions under the aforementioned legislation.

#### **5.2 Assured Tenancies**

5.2.1 The Local Government and Housing Act 1989, s.163 allowed assured tenants

to exchange with secure tenants.

5.2.2 Schedule 3 of the Housing Act, 1985 (refer to Appendix 2) lists the grounds by which a mutual exchange request can be refused in cases where one tenant is a secure or assured tenant.

### **5.3 Fixed Term Tenancies of 2+ years**

5.3.1 The Localism Act 2011 allowed social landlords to grant tenancies for a fixed length of time. Section 158 and section 159 of the Act relate to the transfer of tenancies.

5.3.2 Section 158 of the 2011 Act does not apply in relation to—

- (a) an assured shorthold tenancy for a fixed term of less than two years,
- (b) a periodic assured shorthold tenancy,
- (c) an assured shorthold tenancy where the rent payable under the tenancy is—
  - (i) Affordable Rent;
  - (ii) Intermediate Rent;
  - (iii) Mortgage Rescue rent; or
  - (iv) Shared ownership rent

(and accordingly, the transfer of tenancy provisions in that section do not apply in relation to assured shorthold tenancies of those kinds).

5.3.3 Example of exchange with fixed term tenant: if Tenant A (a secure or assured lifetime tenant, whose tenancy was granted prior to 1 April 2012) and Tenant B (a fixed term tenant) wish to exchange, and consent is given, then Tenant A must be granted another tenancy, which is the same as their original tenancy (secure or assured). This only works once and so will not be possible on subsequent mutual exchanges.

5.3.4 Tenant B is not protected; it is up to the landlord to decide what type of tenancy to offer Tenant B. South Kesteven District Council's position is set out in the Tenancy Policy.

5.3.5 Schedule 14 of the Localism Act 2011 (refer to Appendix 3) lists the grounds by which a mutual exchange request can be refused in cases where one tenant is a fixed term tenant.

## **5.4 Introductory tenancies**

5.4.1 South Kesteven District Council introductory tenants can only exchange in exceptional circumstances. Each tenant's circumstances will be considered on their own merit. The Assistant Director- Housing will determine cases that are considered exceptional. In order to enable a mutual exchange to take place, both tenants must gain landlord's consent to formally exchange.

## **5.5 Exchanging with tenants of different tenure**

5.5.1 The Localism Act 2011, s.158 introduced a protection for secure and assured lifetime tenants, who were granted their tenancy prior to 1 April 2012. This means that if they exchange with another tenant, they keep the same tenure, regardless of the tenure of the other tenant they are exchanging with.

5.5.2 Mutual exchanges will take effect by either an assignment of tenancies or by surrender and re-grant of each tenancy, in accordance with the relevant legal and regulatory provision. The appropriate mechanism of exchange is based on tenure types. This is explained in a table (Appendix 4).

## **6. AFFORDABILITY ASSESSMENT**

6.1 Applicants must demonstrate that they will be financially able to meet their rent payments. Applicants will be required to go through an assessment to determine their financial status. This will include an income and expenditure check, details of any existing rent arrears, debts and loans, any benefit overpayments, any future restrictions to benefits and any change to the rent.

## **7. IMPLEMENTATION OF THE POLICY**

7.1 The effective implementation of this policy and the procedures includes responsibility for ensuring all requests are regularly maintained; relevant aspects of the Council's website in relation to mutual exchange are kept up to date; and all options for a customer to consider are made available to them.

7.2 Once a mutual exchange application is made, we will keep in regular contact with applicants and adhere to the customer service standards in the handling of the mutual exchange within the legal timescales (42 days).

7.3 We will monitor the effectiveness of the Mutual Exchange Policy and Procedures through annual review.

## **8. EQUALITY AND DIVERSITY**

8.1 South Kesteven District Council is committed to delivering quality services to all, responding positively to the needs and expectations of all users to the service. We are dedicated to providing an accessible service for all applicants regardless of factors such as:

- Age
- Disability
- Gender reassignment
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexuality

8.2 Equal Opportunities information will be requested from all applicants. This information will be monitored to ensure we promote equal opportunities, value diversity and tackle social exclusion to enable the availability of the mutual exchange service to all client groups.

## **9. MONITORING AND REVIEW**

9.1 South Kesteven District Council is committed to continuous improvement of the services we offer. We will use several methods to monitor performance and customer satisfaction to ensure we continue to assist customers to exchange and that the customers' journey is transparent and efficient.

9.2 The review will ensure that South Kesteven District Council is in line with the most up to date Government legislation and meets the needs of our customers.

9.3 This policy will be reviewed annually after implementation in order to ensure it is aligned with any legislation changes and remains relevant. If there is any change in law, the review will be reported to Communities Overview and Scrutiny Committee.

## **10. APPENDICES**

1. Mutual exchange procedures
2. Grounds for withholding consent for a mutual exchange (secure and assured tenancies)
3. Grounds for withholding consent for a mutual exchange (fixed term tenancies)
4. Mechanism of exchange table

## **Appendix 1 – Procedures**

<b>Stage 1 – Making an application to exchange</b>
<b>Stage 2 – Tenancy report and property inspection</b>
<b>Stage 3 – Considering the other parties application, consent, conditional consent or refusal</b>
<b>Stage 4 – Completion</b>

### **Stage 1 - Making an application to exchange**

- 1.1 Once a tenant has identified a suitable person to swap with, and having viewed each other's homes are happy to proceed, they will be able to notify South Kesteven District Council by completion of an application form. This can be completed by visiting the website: [www.southkesteven.gov.uk](http://www.southkesteven.gov.uk) Paper forms are available upon request from Customer Services.
- 1.2 All personal data collected as part of a housing application will be used for the purpose of that application and, in addition, to update our records as per our legal duty under the Data Protection Act (2018).
- 1.3 When a mutual exchange application is received, an officer will register this, provide the applicants with a case reference number and begin to monitor the mutual exchange request.
- 1.4 The applicants will then receive a standard reply informing them what will happen next. The deadline for a decision on your application is 42 days (6 weeks).

### **Stage 2 - Tenancy Report and Property Inspection**

- 2.1 An officer will carry out the necessary checks to ensure there is no reason for the exchange to be refused (please refer to grounds of refusal – Appendix 2 & 3). If there are reasons why an exchange cannot go ahead, South Kesteven District Council will notify the tenant of these reasons in writing.
- 2.2 If the application is to progress, an officer will make arrangements to undertake an inspection of the tenant's property. The purpose of this visit is to check thoroughly for any repairs, poor decorative state and cleanliness; any re-chargeables and check for anti-social behaviour issues (photos will be taken during the home visit to show the property condition). During this visit, an officer will complete a Mutual Exchange Home Visit form. A housing register application form will be completed at the home visit, where relevant. An electric check is also arranged and carried out at this stage.

- 2.3 If initial checks determine that South Kesteven District Council can proceed with the mutual exchange request, a letter with the home visit form, containing all details relevant to the tenancy, will be sent to the other landlord (if the transfer is not with another South Kesteven District Council tenant). This letter also requests the same information about their tenant in the form of a tenancy reference. The information request includes information about the type of tenancy held, occupants, rental costs and general tenancy management information. All information sent and received will be treated in confidence and in line with data protection legislation. A housing register application form will be sent to any relevant people as part of the mutual exchange, if they are not one of our tenants and not already registered.

### **Stage 3 – Considering the other parties application, consent, conditional consent or refusal**

#### **Considering the Prospective Tenant's Application**

- 3.1 An officer will consider the mutual exchange application in light of the other landlord's tenancy reference. If any items are highlighted which may prevent the exchange, but conditional consent could be given, the officer will list these conditions and insert into a disclaimer prior to an exchange being permitted.

#### **Recommendation**

- 3.2 An officer will make a recommendation to a senior officer at least 5 days before the end of the 42-day period, along with a recommendation. The recommendation will be to either grant consent, give conditional consent, or refuse consent. The senior officer will authorise which action is appropriate.
- 3.3 Landlords have a duty (under s.92 of the Housing Act , 1985) to inform the tenant within the maximum of 42 days if their mutual exchange application has been granted, conditionally granted or refused.

#### **Consent**

- 3.4 If we grant consent, we will write to all applicants advising them of this. Final consent would only be granted in writing if:
- all paperwork has been returned from the other person's landlord
  - all items required as part of a conditional consent are met

#### **Conditional Consent**

- 3.5 If conditional consent is granted, South Kesteven District Council will write to the tenant advising of these conditions. The agreement can be made

conditional upon rent arrears being paid/repairs (that are the tenant's responsibility) being rectified, prior to the exchange taking place. Alternatively, the rent arrears would need to be re-paid as part of a repayment plan and/or, a works order raised regarding any repairs. These conditions would be inserted into a disclaimer prior to approval of the mutual exchange.

## **Refusal**

- 3.6 If South Kesteven District Council is unable to support the application any further due to the information received by the other landlord at this stage, the tenant and their landlord will be informed of this. South Kesteven District Council will also write to our tenant to inform them of our decision.

## **Stage 4 - Completion**

- 4.1 Within 5 working days of the completion date, a safety check and servicing will be organised. The tenant must give access on the arranged dates for checks to take place. South Kesteven District Council reserves the right to recharge the tenant if, on the agreed visit date, the tenant fails to give access to the property and this results in an additional cost in order to arrange a second visit.
- 4.2 An appointment time will be agreed between the tenants and the landlords for the day of completion. The paperwork should be completed on the same day at one of the Council offices (unless in exceptional circumstances it needs to be completed at one of the properties). If the landlord for both properties is South Kesteven District Council, checks will be carried out at both properties before the mutual exchange completion paperwork is signed.
- 4.3 The full sign up procedure is carried out. Dependent upon the tenure of the existing tenants (please refer to the table in Appendix 4), either the existing tenancies are surrendered and a new tenancy is re-granted, or a new tenancy agreement is signed along with the completion of a Deed of Assignment. A month's rent will be payable, in advance, when exchanging.
- 4.4 The officer will confirm that the property is to be accepted as per the signed disclaimer and will explain the differences between the tenancy agreements and the implications.
- 4.5 On completion of an exchange, relevant paperwork will be given to the incoming and outgoing tenants. Any new tenant will be expected to sign a new tenancy agreement. A settling in visit will be arranged by an officer after 6 weeks of a new tenant moving in.

**Appendix 2 - Grounds for Withholding Consent for a Mutual Exchange: Secure and Assured Tenancies (Housing Act 1985, s.92, schedule 3)**

**Ground 1**

The tenant or the proposed assignee is subject to an order of the court for the possession of the dwelling-house of which he is the secure tenant.

**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 of grounds 1 to 6 in Part I 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 or 83ZA (notice of proceedings for possession) which specifies one or more of those grounds and is still in force.

**Ground 2ZA**

Proceedings have begun for possession of the dwelling-house, of which the tenant or the proposed assignee is the secure tenant, under section 84A (absolute ground for possession for anti-social behaviour), or there has been served on the tenant or the proposed assignee a notice under section 83ZA (notice requirements in relation to proceedings for possession on absolute ground for anti-social behaviour) which is still in force.

**Ground 2A**

Either—

(a) a relevant order (a suspended anti-social behaviour possession order or a suspended riot-related possession order) is in force, or

(b) an application is pending before any court for a relevant order, a demotion order (an anti-social behaviour possession order or a riot-related possession order) to be made, in respect of the tenant or the proposed assignee or a person who is residing with either of them.

A “ relevant order ” means—

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

an injunction to which a power of arrest is attached by virtue of section 153 of that Act (other injunctions against anti-social behaviour);

an injunction under section 153A, 153B or 153D of that Act (injunctions against anti-social behaviour on application of certain social landlords);

an anti-social behaviour order under section 1 of the Crime and Disorder Act 1998;

an injunction to which a power of arrest is attached by virtue of section 91 of the Anti-social Behaviour Act 2003 (or section 27 of the Police and Justice Act 2006).

an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014;

an order under section 22 of that Act.

An “ anti-social behaviour possession order ” means an order for possession under Ground 2 in Schedule 2 to this Act or Ground 14 in Schedule 2 to the Housing Act 1988.

A “ demotion order ” means a demotion order under section 82A of this Act or section 6A of the Housing Act 1988.

A “ riot-related possession order ” means an order for possession under Ground 2ZA in Schedule 2 to this Act or Ground 14ZA in Schedule 2 to the Housing Act 1988.

Where the tenancy of the tenant or the proposed assignee is a joint tenancy, any reference to that person includes (where the context permits) a reference to any of the joint tenants.

**Ground 2B**

The dwelling-house is subject to a closure notice or closure order under Chapter 3 of Part 4 of the Anti-social Behaviour, Crime and Policing Act 2014.

**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 family.

Ground 5

The dwelling-house—

(a) forms part of or is within the curtilage 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 the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of—

the landlord,

a local authority

a development corporation

a housing action trust

a Mayoral development corporation

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-houses 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 are tenants of dwelling-houses subject to the agreement, at least half the tenants of the dwelling-houses are members of the association and the proposed assignee is not, and is not willing to become, a member of the association.

Reference to a management agreement includes a section 247 or 249 arrangement, as defined by section 250A(6) of the Housing and Regeneration Act 2008.

**Appendix 3 Grounds for Withholding Consent for a Mutual Exchange: Fixed Term Tenancies (Localism Act 2011, s.158, 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

(1) This ground is that either of the following conditions is met.

(2) 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).

(3) 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

(1) This ground is that either of the following conditions is met.

(2) 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)

(3) 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

(1) This ground is that either of the following conditions is met.

(2) 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.

(3) 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.

(4) 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

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

(2) 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.

(3) 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

(1) This ground is that both of the following conditions are met.

(2) 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.

(3) 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

(1) This ground is that both of the following conditions are met.

(2) 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.

(3) 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

(1) This ground is that all of the following conditions are met.

(2) 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.

(3) 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.

(4) 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

(1) This ground is that all of the following conditions are met.

(2) 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.

(3) The second condition is that at least half the tenants of the dwelling-houses are members of the association.

(4) 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.

(5) 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.