

# Welwyn Hatfield Borough Council

## Mutual Exchange Policy

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**Scope:** This policy applies to all tenants who have a Secure Tenancy or a Flexible Tenancy with Welwyn Hatfield Borough Council and anyone applying to become a WHBC Tenant by way of exchange.

**Effective Date:** March 2025

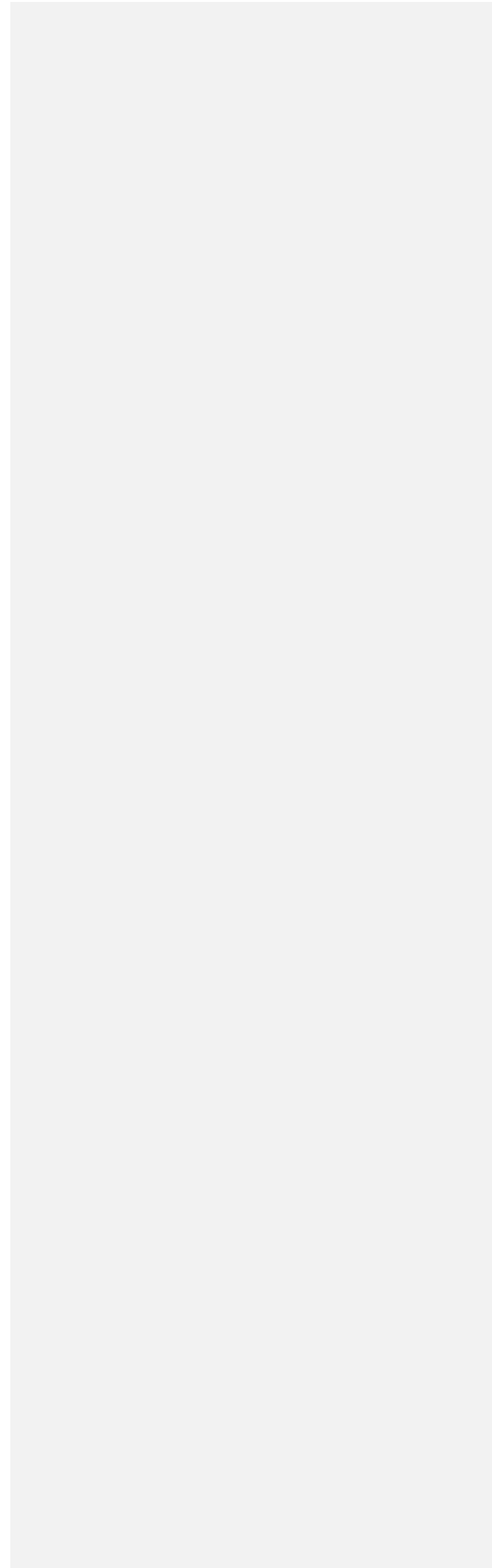
**Review Date:** March 2028

**Author:** Hazel Jarvis; Neighbourhood Team Leader

**Policy Owned by:** Neighbourhood Team Leader

**Statute:** Housing Act 1985  
Housing Act 1988  
Housing Act 1998  
Housing Act 2004  
Equality Act 2010  
Localism Act 2011  
Homes (Fitness for Human Habitation) Act 2018  
Crime & Disorder Act 1998.

**Classification:** Unrestricted



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# Mutual Exchange Policy

## 1 Scope

- 1.1 A mutual exchange is when two or more social housing tenants swap homes with the permission of their landlord. It offers mobility and choice to those who may not have access to a housing needs register or sufficient priority to move quickly through the normal allocation process. It can also help in situations where tenants need to move to a completely different area or to a different size property.
- 1.2 This policy applies to all Welwyn Hatfield Borough Council (WHBC) tenants who have a Secure Tenancy or a Flexible Tenancy and anyone applying to become a WHBC tenant via way of mutual exchange.

## 2 Policy Statement

- 2.1 The aim of this policy is to ensure that all mutual exchange applications are dealt with consistently, fairly and in accordance with legislation.
- 2.2 The specific objectives of the Mutual Exchange Policy are to:
  - 2.2.1 Provide staff and tenants with a clear framework for undertaking a mutual exchange.
  - 2.2.2 Ensure staff and tenants understand the implications of mutual exchange as well as their obligations and responsibilities throughout the process.
  - 2.2.3 Set out the grounds for refusing a mutual exchange.

## 3 Right to Exchange

- 3.1 The right to exchange varies depending on the type of tenancy agreement. Any WHBC tenant with a secure lifetime tenancy or a secure flexible tenancy has the right to apply for a mutual exchange with another local authority or registered social landlord tenant.
- 3.2 WHBC tenants with a demoted tenancy may not apply for a mutual exchange.
- 3.3 WHBC tenants who are currently in a review period of their flexible tenancy may not apply for a mutual exchange.
- 3.4 WHBC tenants who are temporarily decanted may not apply for a mutual exchange at the temporary address but may have the right to exchange at their permanent address.
- 3.5 Leaseholders and shared owners cannot apply for a mutual exchange.

3.6 Tenants of other social housing providers are not able to mutually exchange if they hold any of the following tenancies;

3.6.1 Starter or Probationary Tenancy

3.6.2 Assured Shorthold Tenancy (AST)

3.6.3 Licenses

3.6.4 Tenants with a periodic AST as a result of a break notice being issued on a fixed-term tenancy or where a new tenancy has not been signed at the end of a fixed term.

## 4 Types of Exchange

4.1 Mutual exchanges are carried out in one of two ways;

4.1.1 Through **assignment**. This is where tenancies are swapped at the same time homes are exchanged. The incoming tenant takes on the rights and responsibilities of the outgoing tenant and both will have tenancies with a similar security of tenure. No new tenancy is created. Each tenant will sign a 'Deed of Assignment'.

4.1.2 Through **surrender and re-grant**. This is used in circumstances where a mutual exchange application involves one social housing tenant with a tenancy that was granted before 1<sup>st</sup> April 2012 and one whose tenancy was granted on or after 1<sup>st</sup> April 2012 and the security of tenure is different. The tenancies are surrendered and re-granted to offer a similar security of tenure at the new property.

4.1.3 In circumstances where a tenant has inherited their tenancy by succession or it has been legally transferred to them by way of assignment from a family member, the succession rights **follow the tenant** and do not remain with the tenancy i.e. a tenant who is a successor under the original tenancy will remain a successor in their 'new' tenancy following mutual exchange, whichever method of exchange is used.

4.1.4 Existing tenants will only be able to retain their current level of security once (not necessarily for subsequent exchanges) as any further tenancy would have commenced after 1/4/2012 and would not be bound by the same requirements under the Localism Act 2011.

4.2 The table below shows whether an exchange by assignment or by surrender and re-grant will take place.

Tenant 1	Tenant 2	MX by	Exceptions
<b>Flexible/fixed term</b>	Flexible/fixed term	Assignment	
<b>Secure/assured</b>	Secure/assured	Assignment	

Tenant 1	Tenant 2	MX by	Exceptions
<b>Secure/assured pre 1<sup>st</sup> April 2012</b>	Flexible/fixed term	Surrender and re-grant	If fixed term has an affordable rent (by assignment)
<b>Secure/assured post 1<sup>st</sup> April 2012</b>	Flexible/fixed term	<del>Assignment</del> <u>Surrender and regrant.</u>	

## 5 Conditions for Mutual Exchange

- 5.1 Consent must be obtained from WHBC and all other landlords before a mutual exchange can take place. In the event that a mutual exchange occurs without our knowledge or consent, the occupants will be treated as unauthorised and legal action to repossess the property may be taken.
- 5.2 The applicants for a mutual exchange must apply under their own free will, having found a suitable property match. They must not have been coerced or forced into making such an application and neither should any money or other form of recompense be offered or take place.
- 5.3 Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 sets out the only grounds on which WHBC may withhold its consent to an exchange.
- 5.4 WHBC may make its consent conditional, i.e. withhold consent but impose conditions on the tenant to make good where a tenant is in rent arrears or in breach of another obligation of the tenancy, depending on the exchange category. In such cases, WHBC can attach a condition requiring the tenant to fulfil the particular obligation that has been breached. Typical examples would be the following:
  - 5.4.1 Rent arrears or any other debts such as former tenant arrears, court costs or rechargeable repairs to be repaid.
  - 5.4.2 Unauthorised alterations to be remedied.
  - 5.4.3 Damage to property or poor condition to be remedied
  - 5.4.4 No other types of condition may be imposed.
  - 5.4.5 Where the exchange is with a tenant from another landlord, WHBC will only approve a mutual exchange on receipt of confirmation in writing from the other landlord that they have consented to the exchange and where a tenant has completed a WHBC reference and there are no obvious grounds to refuse an exchange.
  - 5.4.6 Where a tenancy is in joint names, a mutual exchange will not be approved unless both tenants have completed and signed the mutual exchange application form.

## 6 The Mutual Exchange

6.1 Once an accurately completed mutual exchange application is received, WHBC has 42 days (six weeks) in which to make a decision failing which we will be unable to rely on the statutory grounds for refusal. The decision can be either to:

- Refuse the exchange (with reasons)
- Approve the exchange, or
- Approve the exchange with a condition

6.2 Providing there are no obvious grounds for refusal on receipt of the application, the property will be jointly inspected by a Neighbourhood Officer and a Building Surveyor, using inspection guidelines. Any unauthorised alterations or non-standard/additional fittings will be recorded and all problematic alterations will need to be removed or rectified by the tenant prior to the mutual exchange taking place.

6.2.1 All properties will have a full property inspection before an exchange can take place.

6.2.2 All Health and Safety compliance work will be carried out before the exchange can take place.

6.2.3 Any tenant alterations or additions to the property are recorded, any potentially problematic alterations are removed.

6.3 The tenant is informed if any work has been done to the property that the surveyor considers a health and safety risk. This must be resolved before the exchange takes place and a follow up inspection is arranged.

6.3 The applicant who wishes to exchange into the property will be encouraged to attend the property inspection, so that any alterations can be highlighted and to ensure that a thorough inspection takes place.

6.3 6.4 It will be made clear to both parties that they must make suitable arrangements regarding items left in the property, the garden and any outbuildings. Both parties will be reminded that WHBC is not responsible for removing any items left by the outgoing tenant.

6.4 Where the inspection is satisfactory, WHBC will arrange for electrical tests to be completed.

6.5 Provided there are no grounds for refusal, consent shall be notified to all parties. Should grounds for refusal apply or conditional consent be given, this decision will also be notified in writing to both parties and any other landlords.

6.6 Both parties should be available for the assignment or surrender and re-grant of tenancy to take place and as far as reasonably possible, the surrender of tenancies should occur on the same day.

- It will be agreed with the incoming tenant that WHBC will complete a gas safety check as close to the day of the mutual exchange as possible.

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## 7 Refusing a Mutual Exchange

7.1 WHBC will not unreasonably withhold permission to mutually exchange and will refer to the following applicable grounds for refusal;

- Schedule 3 of the Housing Act 1985 ; Housing Act 1985 (Appendix 1)
- Schedule 14 of the Localism Act 2011; Localism Act 2011 (Appendix 2)
- WHBC Mutual Exchange Policy

7.2 Schedule 3 applies to secure tenants when the tenancy started prior to 1st April 2012.

7.3 Schedule 14 applies for all tenancies created after 1st April 2012.

7.4 WHBC may refuse a mutual exchange on the grounds of but not limited to :

- 7.4.1 The the tenant is subject to existing rent arrears
- 7.4.2 the rent of the new property is not affordable
- 7.4.3 the tenant will be under occupying the property if the new property is bigger than the householder requires
- 7.4.4 the property will be overcrowded in the new property.
- 7.4.5 the property has adaptations which the new tenant does not need
- 7.4.6 the incoming tenant doesn't require sheltered or age restricted up accommodation on offer
- 7.4.7 there have been any tenancy breaches or anti social behaviour.
- 7.4.8 the tenant has been served with a notice of seeking possession
- 7.4.9 the tenant or the incoming tenant are due to be evicted the tenancy is subject to a court order,

7.5 WHBC cannot legally refuse a mutual exchange for rent arrears unless Schedule 14 grounds apply, however it will usually be made a condition of consent that any rent arrears must be cleared before a specified date and prior to the exchange taking place.

7.6 Exceptions to rent arrears may be considered where an applicant is downsizing due to the benefit cap or welfare reform and is exchanging with another WHBC tenant. A payment plan must be in place, and consent must be sought from the Income and Home Ownership Manager or Assistant Director Finance, Homes & Neighbourhoods, Head of Housing Operations.

7.7 7.6 Some households may be impacted by a reduction in benefit due to welfare reform and whilst we are not able to refuse a mutual exchange on the grounds of affordability, a discussion will take place with the applicant on what can happen if they fail to pay the rent, to enable them to make an informed decision.

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7.8 To ensure that we are fair and consistent, when refusing a mutual exchange on grounds of overcrowding or under-occupation, we use the size criteria outlined in Welfare Reform Act 2012 to determine the 'appropriate size' of accommodation. This means we will allow one bedroom for each of the following:

- 7.8.1 A single person will be offered a bedsit or one bedroom property.
- 7.8.2 Two adults living as a couple (whether as part of a larger household or not) will be offered one double bedroom unless there is medical evidence to support the need for separate bedrooms.
- 7.8.3 Two children (under 16) of the same gender are expected to share
- 7.1.47.8.4 Two children who are under 10 are expected to share regardless of gender.
- 7.1.27.8.5 A person who is not a child (aged 16 and over) is entitled to a single bedroom.
- 7.1.37.8.6 Any other child, (other than a child whose main home is elsewhere).
- 7.1.47.8.7 Offers will take into account babies once they are born – not before.
- 7.1.57.8.8 Where two applicants have shared care of children, the children will be counted as part of the household which is normally responsible for them and provides their main home. If a child spends equal amounts of time in different parental households, or there is a question as to whom they normally live with, they will be treated as living with the person who is receiving child benefit for them.

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7.9 An exception to the above is where an applicant has an accepted duty and/or an approved application on the council's Housing Needs Register (HNR) with an assessed housing need. In this case, we will assess mutual exchange applications consistently with the minimum assessed housing need of the HNR application, in line with the allocations policy.

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Commented [HJ5R4]: I would agree with this if verified by the Allocations Manager ( there is an unnecessary application to process) . However, This does provide a consistent approach and provides an audit trail.

7.10 Where the party in the exchange is moving to a council property from another landlord from in/out of the borough and does not have an accepted duty or approved HNR application, we will assess those party's application and housing need in line with the size criteria set out in section 7.7 above.

7.11 Where grounds for refusal relate to an adapted property, we will only reasonably withhold consent where the incoming tenant or a member of the household has no need or requirement and the adaptations are complex. A single and common adaptation may not prevent an exchange from taking place. These are set out in the Aids and Adaptations Policy.

7.12 A mutual exchange will not be refused where the incoming tenant requires the property to be adapted. However, it will be made a requirement that the assessments and funding are approved under the Aids and Adaptations Policy prior to the exchange being agreed.

## 7.2 Appendices

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## 8 Right to Repairs

8.1 Incoming tenants will have the same right to repairs as outgoing tenants and in accordance with our [Repairs and Maintenance Policy](#),

• ~~Repairs and Maintenance guide. Any repairs or alterations that were the responsibility of the former/outgoing tenant will pass to the new tenant as they will agree to accept the property 'as seen'.~~

•8.2 Where the property has been left in an unacceptable condition by the outgoing tenant, WHBC may arrange for clearance to take place and will recharge the outgoing tenant.

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## 9 Information Sharing and Confidentiality

•9.1 The mutual exchange application process may require the exchange of references with other landlords. We will disclose all known criminal activity, any reports of anti-social behaviour complaints or breaches of tenancy and any relevant safeguarding issues. We will also provide rent payment history, as requested. We will require consent to share this information via the mutual exchange application form.

•9.2 When we share information, we will ensure that the transfer of information is done safely, stored appropriately and is not shared with a third party without permission unless there is a legal basis for doing so.

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## 10 Review of Decision and Complaints

•10.1 Any person who is not satisfied with the manner in which the council or its contractor(s) has dealt with the service they have received regarding their mutual exchange application, has the right to have their case investigated via the council's complaint procedure.

~~40.410.2~~ Any person who has had their request for a mutual exchange refused may request that the decision be reviewed. ~~The tenant should contact the Neighbourhood Team Leader within 14 days of receiving their decision letter. The review will be completed within 14 days ( 10 working days). If the refusal decision still stands after the review and the tenant is not satisfied they can write to the Service Manager for a final appeal. If the other landlord refuses the application it is down to their tenant to challenge the decision.~~

~~11 by using the council's complaints procedure.~~

## 211 Monitoring

•11.1 WHBC will monitor mutual exchanges to ensure the correct application of the policy.

~~44.411.2~~ WHBC will monitor the length of time taken to inform a decision to ensure that the 42-day statutory deadline is met.

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Commented [HJ7R6]: agree- new paragraphs needed with time frames.

Commented [HJ8R6]: @Naomi Rodriguez Mardel I would suggest that the tenant should contact the Neighbourhood Manager to request a review with 14 days of receiving their decision letter. The review will be completed within 14 days ( 10 working days). If the refusal decision still stands after the review and the tenant is not satisfied with the decision and the reasoning, they can write to the NM for a final appeal. If the other landlord rejects the application it is down to their tenant to challenge the decision.

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## 12 Equality and Diversity

- ~~The council will treat all customers and staff with fairness and respect. We value diversity and work to promote equality and tackle unlawful discrimination.~~
- ~~We are committed to helping customers to access information about their homes and services in a way that suits individual needs.~~
- ~~We will meet the requirements relating to equality and diversity laid down in the Equality Act 2010 by working to:~~
  - ~~Eliminate discrimination, harassment and victimisation~~
  - ~~Advance equality of opportunity and~~
  - ~~Foster good relations between all of our residents, service users and staff.~~
- ~~The council is committed to welcoming and valuing diversity, promoting equality of opportunity and tackling unlawful discrimination. We will not discriminate against staff, customers or others based on their sex, sexual orientation, marital status, pregnancy and maternity, gender reassignment, race, religion, belief, disability or age (collectively referred to as protected characteristics in the Equality Act 2010).~~
- ~~The council aims to provide homes and services that meet the diverse needs of customers. We believe that all customers should be able to access housing, support and care services with the same ease and that the quality of our service is the same high standard for all.~~

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## 1312 Related Documents

Document	Link
Connected Policies:	<ul style="list-style-type: none"> <li>• <del>Housing Allocations Policy</del></li> <li>• <del>Aids &amp; Adaptations Policy</del></li> <li>• <del>Tenancy Policy</del></li> <li>• <del>Equality, Diversity and Inclusion Strategy Policy</del></li> <li>• <del>Data Protection Policy</del></li> <li>• <del>Repairs and Maintenance Responsive Repairs Policy</del></li> <li>• <del>Rent Arrears Policy</del></li> <li>• <del>Succession Policy</del></li> <li>• <del>Gas Safety Policy</del></li> <li>• <del>Electrical Safety Policy</del></li> <li>• <del>Access Policy</del></li> </ul>

	<ul style="list-style-type: none"> <li>● <a href="#">ASB Policy</a></li> <li>● <a href="#">Vulnerable Person and Reasonable Adjustments Policy</a></li> <li>● <a href="#">Complaints Policy</a></li> </ul>
Forms and Letters:	<ul style="list-style-type: none"> <li>● Mutual Exchange Application Form</li> <li>● Mutual Exchange Procedure <a href="#">Property Inspection Guidelines</a></li> </ul>
Leaflets:	<ul style="list-style-type: none"> <li>● Exchanging your Home</li> <li>● Repairs and Maintenance – a guide for council tenants and leaseholders</li> </ul>

### 1413 [Version History](#)

Version no.	<a href="#">32</a>	Date effective:	<a href="#">19<sup>th</sup> March 2024</a>
Full / partial review?	<a href="#">New Policy Full Review.</a>		
Brief summary of changes:	<a href="#">New Policy</a>		
Staff consultation (teams):	<del>Homes &amp; using and Communities,</del> <a href="#">Neighborhoods</a> , <a href="#">ASB Team</a> , <del>Property Services (Housing),</del> <a href="#">Legal Services,</a> <a href="#">Income and Home Ownership,</a> <a href="#">Housing Allocations,</a> <a href="#">Independent Living Team.</a>		
Resident consultation:	<del>Tenants Panel</del> <a href="#">Residents Panel</a>		
Approved By Cabinet / Council:	<a href="#">Executive Member Decision 18<sup>th</sup> March 2024</a>		
Author:	<a href="#">Kerry Clifford, Neighbourhood and Enforcement Manager</a>		

**15** Appendix 1 Schedule 3 of the Housing Act 1985

**Ground 1:**

The tenant or proposed exchange partner has a possession order outstanding against them, whether or not it has already come into force.

**Ground 2:**

The tenant or proposed exchange partner has outstanding possession proceedings against them, or a notice of seeking possession is still in force. This only applies if one or more of possession grounds 1–6 apply:

- breach of tenancy conditions or rent arrears,
- nuisance or annoyance to neighbours or immoral/illegal use of the property,
- damage to property
- false application
- sale of previous exchange tenancy (or bribe)

**Ground 3:**

The incoming tenant would substantially under occupy the property.

**Ground 4:**

The extent of the accommodation is not reasonably suitable to the needs of the incoming tenant (this could be wider than statutory overcrowding and could include such things as layout, room size or level).

**Ground 5:**

The property is mainly non-housing, used for non-housing purposes, or is in a cemetery, and was previously tied accommodation while the tenant was employed by the landlord or another specified body.

**Ground 6:**

The landlord is a charity and the incoming tenant's occupation of the property would conflict with the objects of the charity (note that it is the objects of the charity, not its allocations policy, which is material).

**Ground 7:**

The dwelling has substantially different features from ordinary dwellings, and is designed for the physically disabled, and if the exchange occurred, there would not be anyone disabled living there.

**Ground 8:**

If an association or housing trust lets its houses only to those whose circumstances (other than financial) make it difficult for them to find accommodation, and if the exchange occurred, there would no longer be such a qualifying person living there.

**Ground 9:**

The house is one of a group, which it is the practice of the landlord to let to those with special needs, and a social service or special facility is provided for them (e.g. sheltered housing) and, after the exchange there would not be such a person living there.

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**Commented [RB11R10]:** Eg list below as correct at point of approval, the full legislation is maintained here: [Housing Act 1985](#)

**Commented [HJ12R10]:** [Localism Act 2011](#)

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**16** Appendix 2 Schedule 14 of the Localism Act 2011 refusal by way of exchange under Section 158.

**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.

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(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.

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(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.

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~~(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.~~

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