

Mutual Exchange Policy

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Approved by	Directors Group
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1 Scope and Aims

- 1.1 Hexagon Housing Association (Hexagon) wishes to provide tenants a level of choice about where to live and to support tenants who need to move. This policy sets out Hexagon's position in respect of allowing our tenants to exchange homes. This includes our tenants who are managed by Co-Op's.
- 1.2 A mutual exchange is where an eligible social tenant legally swaps their home and (usually) their tenancy with another eligible social tenant, with the permission of the Landlord/s.
- 1.3 Typically, a mutual exchange involves two households swapping properties, but we also deal with mutual exchange's where multiple households take part in a multi-way swap.
- 1.4 Tenants who are eligible to exchange can do so only with another eligible:
 - 1.4.1 Hexagon tenant;
 - 1.4.2 Tenant of another housing association;
 - 1.4.3 Tenant of a local authority.
- 1.5 Tenants cannot exchange with tenants in private rented accommodation.
- 1.6 The mutual exchange will usually be completed by assignment, where the tenants swap tenancies and take on the obligations, terms, and rights of the other's tenancy. The exception to this is that in Localism Act exchanges, the exchange will be completed by surrender of the existing tenancy and the granting of a new tenancy.
- 1.7 It is the tenant's responsibility to find a suitable person to exchange their home with, but we will assist tenants to do this by subscribing to and promoting an online national mutual exchange service. This service will provide details of all (or the greatest practicable number of) available matches without payment of a fee.
- 1.8 This Policy applies to tenures which have either a statutory right to exchange or a contractual right set out within the tenancy agreement.
- 1.9 Mutual exchanges are governed by specific legislation. Hexagon has obligations, both in terms of how we consider applications to exchange, and the process to follow in approving or rejecting them.
- 1.10 This policy aims to:

- 1.10.1 Promote mutual exchange, particularly to enable residents affected by the Social Sector Size Criteria – often known as the ‘Bedroom Tax’ and ‘Benefit Cap’ to downsize or reduce their rent cap.
- 1.10.2 Support residents with mutual exchanges.
- 1.10.3 Address under-occupation and overcrowding, with a focus on the needs of tenants.
- 1.10.4 Provide residents and staff with clear information on their rights and the requirements for a mutual exchange of properties.
- 1.10.5 Set out the circumstances for assigning or surrendering a tenancy.
- 1.10.6 Set out the grounds for refusing an exchange. Our criteria for accepting or rejecting candidates for mutual exchange will be consistent, fair and lawful.

2 Equality and Diversity

- 2.1 An equality and diversity assessment has been carried out. The policy complies strictly with our legal obligations and will be applied fairly, and therefore we have not identified any negative impact on those with protected characteristics.
- 2.2 The Regulator of Social Housing’s Consumer Standards set out that Hexagon must offer a mutual exchange service for eligible tenants without the payment of a fee, must publicise the availability of the service, and must provide support for accessing the service to eligible tenants who may otherwise be unable to use them.
- 2.3 Hexagon will adhere to its Vulnerable Residents and Reasonable Adjustments Policy and its Translation and Accessible Communications Policy in the delivery of this policy, and provide support and/or reasonable adjustments to ensure eligible tenants can access the mutual exchange service.

3 Consultation

- 3.1 This policy is not on our programme for resident consultation, however if involved residents request consultation on this policy this will be facilitated by Hexagon.

4 Right to Exchange

- 4.1 The law on mutual exchanges is complex and a tenant’s right to exchange and the mechanism for exchange varies depending on the type of tenancy agreement they have:

- 4.1.1 **Secure tenants** have the right to assign their tenancy by way of exchange under Section 92 of the Housing Act 1985.
- 4.1.2 **Assured (non-shorthold) tenants** have no statutory right to exchange but may have a contractual right to exchange set out in the tenancy agreement.
- 4.1.3 **Local Authority secure flexible tenants** may be able to exchange with a secure or assured (non-shorthold) tenant whose tenancy began before April 2012 under the Localism Act 2011.
- 4.1.4 **Local Authority or Housing Association tenants with a fixed term assured shorthold tenancy** may be able to exchange with a secure or assured (non-shorthold) tenant whose tenancy began before April 2012 under the Localism Act 2011.
- 4.2 Hexagon will consider applications for mutual exchanges from tenants who do not have a statutory right to mutual exchange where a contractual right to exchange is set out in the tenancy agreement. These applications will be subject to Hexagon Policy Grounds for Refusal as set out in Appendix 3.
- 4.3 Hexagon residents (and residents from other landlords wanting to exchange) with the following tenure types do not have the right to exchange:
 - 4.3.1 Licensees;
 - 4.3.2 Starter tenancies;
 - 4.3.3 Shared owners;
 - 4.3.4 Leaseholders.

5 Security of Tenure

- 5.1 Mutual exchange is usually by way of each tenant assigning their tenancy to the other so that each effectively takes over the other's tenancy, including its status as Assured or Secure and its rent. It is therefore very important that tenants consider carefully the security of tenure they are taking on by exchanging tenancies, and any increase in rent and/or service charge.
- 5.2 However, Section 158 of the Localism Act 2011 provides protection for 'lifetime' tenants, i.e. Assured (non-shorthold) and Secure tenants, that held their tenancy before 1 April 2012, who want to exchange with tenants with a flexible tenancy (a local authority tenancy type) or an Assured Shorthold Tenancy (of a Registered Provider). In these cases, Hexagon will allow the tenant to surrender their tenancy and Hexagon will grant a new tenancy with the same

security of tenure as their original tenancy. This is so the existing lifetime tenant will still have a 'lifetime' tenancy following the exchange.

- 5.3 For the purposes of this policy these are referred to as Localism Act exchanges. The protection is for the qualifying lifetime tenant only.
- 5.4 The protection conferred by s158 relates to the tenancy 'lifetime' status only. It does not extend the protection to other aspects of the tenancy such as Rent Act protection, or for those exchanging to another landlord, or the Right to Buy.

6 Grounds (reasons) for refusal

- 6.1 Hexagon will not unreasonably withhold permission to exchange. There are different sets of grounds for refusing a mutual exchange application. Which set applies depends on the tenancy type, but will be one of:
 - 6.1.1 Schedule 3 of the 1985 Housing Act (Appendix 1)
 - 6.1.2 Schedule 14 of the Localism Act 2011 (Appendix 2)
 - 6.1.3 Hexagon's Policy Grounds (Appendix 3)
- 6.2 Schedule 3 of the 1985 Housing Act Grounds apply to **secure** and **assured (non-shorthold) tenants** where either of the following is true:
 - 6.2.1 The exchange will not result in any loss of security of tenure for either tenant (i.e. an assured (non-shorthold) tenant is assigning their tenancy to an assured (non-shorthold) tenant).
 - 6.2.2 None of the tenants involved in the exchange are an assured (non-shorthold) tenant or a secure tenant whose tenancy began before the 1st of April 2012.
- 6.3 Schedule 14 of the Localism Act 2011 Grounds apply to Localism Act exchanges as described in this policy.
- 6.4 Hexagon Policy Grounds apply in situations where neither Schedule 3 of the 1985 Housing Act nor Schedule 14 of the Localism Act 2011 apply. This is likely to be where all the tenants involved in the exchange are assured (shorthold) tenants, fixed term tenants, or otherwise do not have a statutory right to mutual exchange.
- 6.5 Where applicable, Hexagon will apply Section 92 of the Housing Act 1985 which allows landlords to give conditional approval where rent lawfully due has not been paid or another obligation of the tenancy agreement has been broken or not performed. For example, approval may be given subject to the tenant

paying the outstanding rent, clearing an untidy garden, or completing a repair that is the tenant's responsibility.

- 6.6 Where Hexagon has served a Notice of Seeking Possession (Section 8 of the Housing Act 1988 or Section 83 of the Housing Act 1985) or holds an outright possession order or suspended possession order for rent arrears, if the arrear is cleared before the mutual exchange date, Hexagon will allow the mutual exchange to go ahead.
- 6.7 The grounds for refusal are set out in full in Appendix 1, 2 and 3, and the key points can be summarised as:
 - 6.7.1 One of the tenants is involved in eviction or legal action by the landlord.
 - 6.7.2 The home one of the tenants wants to move to is much larger than required.
 - 6.7.3 The home one of the tenants wants to move to is too small for their household and would be overcrowded.
 - 6.7.4 The mutual exchange would conflict with Hexagon's charitable objects.
 - 6.7.5 The home is adapted for a person with special needs and nobody in the incoming tenant's household has such needs.
- 6.8 Where the relevant grounds for refusal only allow refusal on grounds of under-occupation if the property is 'substantially larger' than required, Hexagon will only allow under-occupation by up to one bedroom and will require the incoming tenant to demonstrate that they have sufficient income to cover the rent.
- 6.9 A mutual exchange application can be refused where the size of the accommodation is not reasonably suitable for the needs of the assignee. However, in line with Hexagon's Lettings policy we will approve exchanges that allow them to over occupy by one room only.
- 6.10 We will only refuse a mutual exchange involving a property that has adaptations for a disabled tenant or a member of their household if the incoming household does not require such a property and the adaptations are significant, e.g. the property has been purpose built for a disabled person or it has had structural changes or significant adaptations to fixtures and fittings (e.g. it has level access or significant external ramping, it has wider doors and hallways for turning in a wheelchair, or it has an adapted kitchen suitable for wheelchair users or a level access shower/wet room). A single adaptation such as a level access shower may not prevent an exchange from taking place.

- 6.11 We will not refuse a mutual exchange where a tenant will need the property adapted, however, we will make it a requirement that approval and funding for the adaptation is obtained first. For all other exchanges we will not set a date for the exchange until the required assessments and funding are approved under Hexagon's Adaptations Policy.
- 6.12 A mutual exchange application will be refused where it is Hexagon's practice to designate and let a property for a specific group of customers with special needs and the incoming tenant and their household do not meet the qualifying criteria for the property. For example, supported housing where enhanced housing management services are provided.
- 6.13 For any tenants that state they are related to a Hexagon Board Member, Director, or Employee, the Company Secretariat must be notified using the appropriate form.

7 Repairs Responsibilities

- 7.1 As part of the mutual exchange process, we will complete a full property inspection to make sure that it is in a reasonable condition and there are no outstanding disrepair issues.
- 7.2 Where repairs are required that are the responsibility of the tenant, we will agree a deadline with the tenant for completing the repairs.
- 7.3 If the tenant fails to complete the repairs within agreed timescales, we may refuse the mutual exchange if the Schedule 14 (appendix 2) or Hexagon Policy grounds (appendix 3) apply as a breach of tenancy and advise the tenant to re-apply once the repairs issues are resolved.
- 7.4 Where minor repairs (which are the responsibility of the tenant) are identified we will grant conditional consent on the basis the repairs are completed prior to the exchange or agree with the incoming tenant that they accept the property in the condition it is in. In such cases the incoming tenant must take responsibility for completing the repairs themselves.
- 7.5 Those repairs that are Hexagon's responsibility will remain so once the exchange occurs.

8 Approval of Application

- 8.1 In line with the Housing Act 1985, Hexagon must advise the tenant in writing of a decision within 42 days of receiving a mutual exchange request, otherwise we cannot rely on the statutory grounds for refusal. The decision can be to:
- 8.1.1 refuse the exchange;

8.1.2 approve the exchange; or,

8.1.3 approve the exchange with conditions (the exchange cannot proceed until the conditions are met).

8.2 If Hexagon fails to provide the tenant with a written decision within 42 days, the tenant cannot assume consent has been granted and must not proceed with the exchange. However, they can contact Customer Services Centre to discuss this with Neighbourhoods & Estate Services Manager.

8.3 Hexagon will require a minimum of 10 working days from the decision being made to the exchange date. This is to allow enough time to arrange the required asbestos, gas and electrical safety checks.

8.4 In the event of a mutual exchange taking place without our knowledge or written consent, we will treat the occupants as unauthorised occupiers and will advise them to return to their own property within 7 days to avoid a Notice to Quit being served on them both. If they return within 7 days, their mutual exchange application can continue to be considered.

9 Affordability

9.1 Some incoming tenants may be impacted by reductions in benefit levels that help with housing costs. We will discuss affordability with the applicant and what will happen if they are unable to pay the rent, so they can make an informed decision on whether to proceed with the mutual exchange.

10 Right of Appeal

10.1 If a tenant is unhappy with the outcome of their mutual exchange application they have the right to ask for it to be reviewed. They can do this by emailing (or posting) their reasons to Hexagon as soon as possible (but no later than six months) after being informed of the decision. The Head of Housing Services will review the case and respond to the customer within 10 working days.

11 Disclosure of Information

11.1 In providing a reference to other landlords we are required to disclose relevant information, such as any known criminal activity, Anti-Social Behaviour, rent arrears history and any other tenancy breach history. The application form will include a relevant consent to disclosure statement to this effect.

12 Legal Framework

12.1 Housing Act 1985

12.2 Housing Act 1988

12.3 Localism Act 2011

12.4 Regulator of social housing consumer standards

13 Related Hexagon Policies and Procedures

13.1 Tenancy Policy

13.2 Mutual Exchange Procedure

13.3 Lettings and Allocation Policy

13.4 Arrears Policy

14 Appendix 1: Grounds for Refusal of Mutual Exchange by way of assignment under Schedule 3 of the Housing Act 1985

Ground	Refusal reason
1	Possession Order outstanding - The tenant or the proposed assignee is subject to an Outright Possession Order or a Suspended Possession Order
2	Possession proceedings outstanding or Notice of Seeking Possession in force - A Notice seeking possession is in force against the tenant or the proposed assignee under Grounds 1 - 6 of Schedule 2 of the 1985 Act (and similar or/and equivalent grounds under Schedule 2 of the Housing Act 1988) or possession proceedings have begun against either party on one or more of those grounds
2A	In respect of the tenant or the proposed assignee or a person who is residing with either of them - If a specified type of injunction (e.g. anti-social behaviour injunction), demotion order, an anti-social behaviour order or a possession order (included suspended order) granted on the grounds of nuisance conduct is in force or if court action to obtain such an order is pending in respect of the tenant or the proposed assignee or a person residing with either of them
2B	Closure Notice or Order - If the property is subject to a closure Notice or closure order under the Anti-social Behaviour, Crime and Policing Act 2014
3	Under-occupation - The accommodation is substantially larger than is reasonably required by the proposed assignee
4	Suitability - The size of the accommodation is not reasonably suitable for the needs of the assignee
5	Non-housing accommodation or employment - The dwelling forms part of, or is within the curtilage of, a building which is held mainly for non-housing purposes or is situated in a cemetery and was let to the tenant or his predecessor in connection with their employment with the landlord, or with a local authority, a Development Corporation, housing action trust, a Mayoral development corporation, an urban development corporation, or the governors of a grant-aided school
6	Conflict with charitable aim - The landlord is a charity and letting the property to the proposed assignee would conflict with the charitable objectives of the charity
7	Accommodation designed for the disabled - The home is designed to make it suitable for a physically disabled person and if the exchange took place, no such person would be living in the home

8	Landlord is a specialist housing provider - The landlord is a housing association or housing trust which provides accommodation only for persons whose circumstances, (other than merely financial circumstances), make it especially difficult for them to satisfy their housing needs and if the exchange took place there would be no such person living in the dwelling
9	Accommodation in group designated for special needs, e.g. sheltered or supported housing - The dwelling is one of a group that is let to persons with special needs, and a social service or special facility is provided close by in order to assist the tenants - if the exchange took place there would be no person with special needs living in the dwelling
10	Management Agreement - The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement, at least half the tenants of the dwellings are members of the association, and also that the proposed assignee is not such a member nor is willing to become one

15 Appendix 2: Grounds for Refusal of Mutual Exchange by way of surrender and grant tenancies under Schedule 14 of the Localism Act 2011

Ground	Refusal reason
1	Any rent lawfully due from a tenant under one of the existing tenancies has not been paid
2	An obligation under one of the existing tenancies has been broken or not performed
3	Any of the relevant tenants is subject to an order of the court for possession of the home let on that tenant's existing tenancy
4	Proceedings have begun for possession of a home let on an existing secure tenancy on one or more of grounds 1 to 6 in Part 1 of Schedule 2 to the Housing Act 1985; or a notice has been served on a relevant tenant under section 83 of that Act (a Notice of proceedings for possession) which specifies one or more of those grounds is still in force
4A	Proceedings have begun for possession of a home let on an existing secure tenancy and possession is sought under section 84A of the Housing Act 1985 (absolute ground for possession for anti-social behaviour); or a notice has been served on a relevant tenant under section 83A of that Act and the notice is still in force
5	Proceedings have begun for possession of a home let on an existing assured tenancy and possession is sought on one or more of the grounds in Part 2 of Schedule 2 of the Housing Act 1988; or a notice has been served on a relevant tenant under section 8 of

	that Act (notice of proceedings for possession), and the notice specifies one or more of those grounds and is still in force
5A	Proceedings have begun for possession of a home let on an existing assured tenancy and possession is sought on ground 7A in Part 1 of Schedule 2 to the Housing Act 1988 (absolute ground for possession for anti-social behaviour); or a notice has been served on a relevant tenant under section 8 of that Act (notice of proceedings for possession) and the notice specifies ground 7A and is still in force
6	A relevant order (e.g. a suspended anti-social behaviour possession order or a suspended riot-related possession order) is in force in respect of a relevant tenant or a person residing with a relevant tenant; or an application is pending before any court for a relevant order to be made in respect of a relevant tenant or a person residing with a relevant tenant
6A	A home let on an existing tenancy 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
7	Under-occupation - The accommodation is substantially larger than is reasonably required by the current tenant or the proposed tenant
8	Suitability – The accommodation is not reasonably suited to the needs of the existing tenant or tenants to whom the tenancy is proposed to be granted and the family of that tenant or those tenants
9	The accommodation forms part of or is within the curtilage of a building that (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 was let to any tenant under the existing tenancy in consequence of the tenant being in the employment of the Landlord, a local authority, a development corporation, a housing action trust, an urban development corporation, or the governors of an aided school
10	The Landlord is a charity and letting the property to the proposed tenant or tenants would conflict with the charitable objectives of the charity
11	The home has been designed to be suitable for occupation by a physically disabled person and if the new tenancy were granted there would no longer be such a person residing in the property
12	The Landlord is a housing association or housing trust which lets homes 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, and if the new tenancy were granted there would no longer be such a person residing in the property

13	The home is one of a group of properties 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 home to assist persons with those special needs, and if the new tenancy were granted there would no longer be a person with those special needs residing in the home
14	Management Agreement - The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement, at least half the tenants of the dwellings are members of the association, and also that the proposed assignee is not such a member nor is willing to become one

16 Appendix 3: Hexagon Policy Grounds for refusal of non-statutory Mutual Exchange applications

Ground	Refusal reason
1	Under-occupation: Where the property is too large for the incoming tenant and will result in under-occupation of two or more rooms (in accordance with Hexagon's Lettings Policy at the time of the exchange).
2	Overcrowding: Where the property is too small for the incoming tenant by two or more rooms resulting in severe overcrowding (in accordance with Hexagon's Lettings Policy at the time of the exchange).
3	Adaptations: Where the incoming tenant would require adaptations to the property for it to be suitable for their needs, the adaptation and necessary funding needs to be approved in line with Hexagon's Adaptations Policy before the mutual exchange can take place.
4	The incoming tenant's landlord has not provided a satisfactory reference.
5	Where any conditions of planning agreements, covenants, head leases, Section 106 agreements that relate to the property would prohibit the incoming tenant from moving to the property, for example where the housing is only to be provided for people with a local connection.
6	Where the incoming tenant cannot clearly demonstrate that they have a sufficient level of income to afford the rent (unless they are an existing Hexagon tenant and the rent would be lower than their current rent).

7	Where the incoming tenant plans to bring any pets that Hexagon would not give permission for under its Pets Policy.
8	Where money has been exchanged to facilitate the exchange.
9	Exceptional circumstances where it would not be reasonable to consent to the exchange (these decisions must be approved by the Neighbourhoods & Estate Services Manager) such as where there are safeguarding concerns, concerns of anti-social behaviour, or members of the public are put at risk.
10	Any rent lawfully due from a tenant under one of the existing tenancies has not been paid
11	An obligation under one of the existing tenancies has been broken or not performed
12	Any of the relevant tenants is subject to an order of the court for possession of the home let on that tenant's existing tenancy
13	The Landlord is a charity and letting the property to the proposed tenant or tenants would conflict with the charitable objectives of the charity
14	The home has been designed to be suitable for occupation by a physically disabled person and if the new tenancy were granted there would no longer be such a person residing in the property
14	Management Agreement - The dwelling is the subject of a management agreement where the manager is a housing association of which at least half the members are tenants subject to the agreement, at least half the tenants of the dwellings are members of the association, and also that the proposed assignee is not such a member nor is willing to become one

17 Appendix 4: Equality Impact Assessment

This assessment is completed in compliance with the Equality Act 2010, the Housing Regulator's Transparency, Influence and Accountability Consumer Standard, and Hexagon's Vulnerable Residents and Reasonable Adjustments Policy. Hexagon's Vulnerable Residents and Reasonable Adjustments Policy commits the organisation to understanding the diverse needs of residents and, where there are any barriers to accessing the service or any disproportionate negative impact, considering reasonable adjustments to ensure a fair and equitable outcome for all residents.

Hexagon recognises that responding and reacting to the changing needs of residents requires a willingness to do things differently and find individual solutions to ensure equitable access to our services for all. The following table will propose how we will adjust the service to account for possible requirements of different groups, to help us to prepare for these expected needs. However, we recognise that we cannot anticipate every need and that there is not a one-size-fits-all solution to all needs, so we will continue to be responsive and flexible in adapting to the diverse needs of residents in enacting this policy.

See the Vulnerable Residents and Reasonable Adjustments Policy for examples of Reasonable Adjustments we will consider. When considering what is reasonable, we will take into account: The effectiveness of the adjustment(s) in preventing or reducing the disadvantage for the person with a disability; The practicality of us making the adjustments; The availability of our resources, including external assistance and finance; Any disruption to the service that making the adjustment may cause.

Characteristic	Impact	Explanation of Impact	Reasonable Adjustments Considered	Consideration of effectiveness, practicality, cost/availability of resources and any disruption to service	Decision on whether to implement the Reasonable Adjustment
Age	Positive	This policy allows people to move home, as their household changes. This is often in the case of older people who would like to downsize when they no longer have other family living in the property. This will help ensure that older tenants have properties			

Characteristic	Impact	Explanation of Impact	Reasonable Adjustments Considered	Consideration of effectiveness, practicality, cost/availability of resources and any disruption to service	Decision on whether to implement the Reasonable Adjustment
		that meet their changing needs whilst freeing up much needed housing for other groups such as families, which in turn will have a positive impact on people of different ages including children and young people.			
Pregnancy/ Maternity	Positive	This policy facilitates mutual exchanges to reflect changes in household size which is likely to have a positive impact on tenants needing a change in accommodation size due to a growing household.			
Disability: Physical health and mobility	Positive	This policy ensures that adapted properties are let appropriately to people who require them.			
Disability: Learning and neurodiversity	Positive	This policy sets out that Hexagon will offer additional support where required to ensure all relevant tenants can access the Mutual Exchange Service.	Additional support completing forms, and/or accessing the online mutual exchange service, will be provided on request. Communication to be by the tenant's preferred contact method (including via a	This is likely to be effective and practical but will be dependent on the availability of staff time and may have a disruptive impact on the delivery of services where staff time is excessively taken up offering this support.	This reasonable adjustment will be offered upon request subject to availability of staff time. Where we do not have staff time available, we will signpost to alternative support services, such as Citizens Advice.

Characteristic	Impact	Explanation of Impact	Reasonable Adjustments Considered	Consideration of effectiveness, practicality, cost/availability of resources and any disruption to service	Decision on whether to implement the Reasonable Adjustment
			representative) as set out in Hexagon's Translation and Accessible Communication Policy.		
Disability: Vision and hearing	Positive	This policy sets out that Hexagon will offer additional support where required to ensure all relevant tenants can access the Mutual Exchange Service.	<p>Additional support completing forms, and/or accessing the online mutual exchange service, will be provided on request.</p> <p>Communication to be by the tenant's preferred contact method (including via a representative) as set out in Hexagon's Translation and Accessible Communication Policy.</p>	<p>This is likely to be effective and practical but will be dependent on the availability of staff time and may have a disruptive impact on the delivery of services where staff time is excessively taken up offering this support.</p> <p>Adhering to requested communication methods is likely to be effective, practical, and unlikely to disrupt services, however certain requests may be unavailable or too expensive (such as Braille) and we may seek an alternative method that still meets the tenant's needs (such as an audio recording).</p>	This reasonable adjustment will be offered upon request subject to availability of staff time. Where we do not have staff time available, we will signpost to alternative support services, such as Citizens Advice.
Disability: Mental health	None	No particular impact of this policy on this group identified, however the tenant may request that we communicate via a representative.	Communication to be by the tenant's preferred contact method (including via a representative) as set out in Hexagon's Translation and Accessible Communication Policy.	Likely to be effective, practical and we are likely to have resources available without any disruption to service.	This reasonable adjustment will be offered upon request.
Sex	None	No impact identified.			
Gender	None	No impact identified.			

Characteristic	Impact	Explanation of Impact	Reasonable Adjustments Considered	Consideration of effectiveness, practicality, cost/availability of resources and any disruption to service	Decision on whether to implement the Reasonable Adjustment
reassignment / Transgender / Non-binary identity					
Race or nationality	None	No impact identified.			
Religion or belief	None	No impact identified.			
Sexual orientation	None	No impact identified.			
Language	Positive	This policy makes provision for translation of documents upon request.	Communication to be by the tenant's preferred contact method (including via a representative) as set out in Hexagon's Translation and Accessible Communication Policy.	Whilst we will provide letters in the tenant's requested language, and we can provide this policy document in a requested language, we are unlikely to be able to provide legal documents in any language other than English due to legal concerns and limited availability of resources.	To be implemented upon request for letters and policy documents, but not for legal documents such as tenancy agreements.
Literacy	Positive	This policy makes provision for additional support and adherence to the tenant's preferred communication methods.	We will explain the policy and process (and any updates) in person or on the telephone, in addition to sending any necessary written communication.	This may cause an issue where staff time is very limited, but is likely to be implementable on most occasions.	We will implement this reasonable adjustment upon request.

Outcome

Where any negative impact is identified, have changes to the policy or sufficient reasonable adjustments been proposed to mitigate the impact?

No negative outcomes identified. Reasonable adjustments set out above.

How will the reasonable adjustments be facilitated and communicated to residents?

This equality impact assessment will be attached as an appendix to this policy and made available on our website, and sent to tenant's by their preferred communication method upon request.

What are the arrangements for monitoring and reporting on the impact on residents, the diverse needs of residents using the service, and the implementation of reasonable adjustments?

Mutual exchange cases, including the implementation of reasonable adjustments, will be recorded on our Customer Relationship Manager (CRM) software, to facilitate oversight, monitoring, and reporting.

Are you satisfied that we have met our duties under the Equality Act 2010 and the Consumer Regulations?

☒ **Yes**
☐ **No**

Completed by:

Policy Officer