

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

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

**Ground 1** - The tenant or the proposed assignee is obliged to give up possession of the dwelling-house of which he is the secure tenant in pursuance of an order of the court, or will be so obliged at a date specified in such an order.

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

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

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

**Ground 5** - The dwelling-house - (a) forms part or is within cartilage of a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and (b) was let to the tenant or predecessor in title of his/her in consequence of the tenant or predecessor being in the employment of -

- the landlord
- a local authority
- a new town corporation
- a housing action trust
- the Development Board for Rural Wales
- an urban development corporation, or
- the governors of an aided school. (The property is "tied to employment", or is in the grounds of property which is not designed for housing accommodation e.g. School Caretakers house)

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

**Ground 7** - The dwelling-house has features which are substantially different from those of ordinary dwelling-house and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of the

kind provided by the dwelling-house and if the assignment were made there would no longer be such a person residing in the dwelling-house.

**Ground 8** - The landlord is a Housing Association or Housing Trust which lets dwelling-houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and if the assignment were made there would no longer be such a person residing in the dwelling-house.

**Ground 9** - The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs and if the assignment were made there would no longer be a person with those special needs residing in the dwelling-house.

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

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

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