**Kent Housing Reciprocal Agreement - Memorandum of Understanding**

1. **Rationale/Scope**

1.1 The Reciprocal Housing Agreement is a voluntary collaboration between registered housing providers in Kent and Medway.

1.2 Through the agreement signatory partners commit to support and facilitate social tenants, who are at risk of harm from domestic/sexual violence and other Violence Against Women and Girls, to move to another housing provider in a safe area, whilst retaining their tenancy rights.

1.3 By facilitating out of area moves we will:

* Safeguard and protect tenants and family at risk of domestic abuse
* Support individuals and families to avoid homelessness,
* Makes better use of housing stock, and;
* Ensures that those at risk do not lose their tenancy rights.

1.4 This Memorandum of Understanding sets out the roles and responsibilities of the signatory partners, overviews the process and defines the obligation to ensure all moves are reciprocated.

**2.0 Partner Organisations**

2.1 Participation in the programme is voluntary and open to all social landlords with housing stock in Kent and Medway.

2.2 The only eligibility requirement is for partners to be signatories to the Kent and Medway Data Sharing Protocol

2.2 A list of current partner signatories to the reciprocal agreement are listed in Appendix one.

2.3 The Local Coordinator will manage membership and will administrate applications from social landlords to join the partnership and notices to quit.

2.4 The Local Coordinator will ensure the list of signatory partners and their housing stock location is kept up-to-date and available to all partners.

2.4 Partners wishing to withdraw from the agreement can do so by giving one months’ notice. Any reciprocal commitments owed after a partner withdraws remain owed.

**3.0 Eligibility**

3.1 This agreement enables signatory partners to move tenants as at risk of domestic violence to move out of area with another housing provider.

3.2 To be eligible for a reciprocal move:

* the tenant must have been assessed by an Independent Domestic Violence Advisor (IDVA) or a Domestic Abuse professional as at risk,
* the risk to the tenant is too great for them to remain within a certain area, and
* their current landlord has exhausted efforts to rehouse them in their own housing stock or through Kent Home Choice.

3.3 If the need to move is urgent then a homelessness application must be made alongside any request for a reciprocal move.

**4.0 Roles and responsibilities**

4.1 To instigate a move the **nominating landlord** will complete a Reciprocal Move application form (Appendix 2), providing basic details on their tenant’s requirements, desired locations, housing need/requirements and letter of support from IDVA or relevant third party.

4.2 The application from is submitted to the **Local Coordinator** who will:

* check the application for eligibility (i.e. it’s supported by a third party IDVA or similar)
* Pseudonymise the application by redacting all identifying details
* identify landlords with housing stock in the requested area
* Share the redacted application with potential landlords.
* liaise between landlords

4.3 If the landlords hold stock in the area requested and they believe it likely that a property will become available, they will add the request to their internal management transfer list. If after three months a suitable property is not identified, the landlord will notify the Local Coordinator who will feedback to the nominating landlord and request that either the areas of preference are extended, or the request is closed as a property cannot be identified.

4.4 The **accepting landlord** will undertake their due diligence in line with their Allocations Policy and if the applicant meets their eligibility will make an offer to rehouse.

4.5 Where possible the accepting landlord commits to uphold the tenancy terms and conditions that the applicant holds with their nominating landlord. The principal of the reciprocal is the tenant should not have their tenancy downgraded through the move, though like for like cannot be guaranteed, especially for protected tenancies.

4.6 On completion of the move the nominating landlord then ‘owes’ a property to another household at risk in Kent. The Local Coordinator will keep a count of owed and awarded properties through a centralised system.

4.7 Should a landlord who ‘owes’ a property then declines an applicant without good reason the Local Coordinator can (if deemed necessary) request arbitration; whereby a panel of three signatory partners will assess whether the refusal was justified. Landlords who are found to be in breach of the reciprocal agreement can be removed from the partnership.

**5.0 Commitments**

5.1 All partners will work to expedite a move for a person at risk. If a move can’t be offered in good time, then alternative accommodation options should be considered, including making a homelessness application, to safeguard the tenant/household

5.2 Households moved through this agreement will not have their tenancy downgraded. All accepting landlords will endeavour to offer the same tenancy terms to the applicant as they’d held with their nominating landlord.

5.3 All partners will comply with Data Protection and GDPR legislation and must be signatories to the Kent and Medway Data Sharing Protocol.

5.4 All partners commit to upholding the reciprocity of this agreement and will make good on any ‘owed’ properties if requested to do so.

5.5 Partners wishing to withdraw from the agreement can do so by formally notifying the Local Coordinator and giving one months’ notice. During the notice period no new nominations can be made, however outstanding nominations will still be actioned. Any reciprocal commitments owed after a partner withdraws remain owed

**6.0 Governance**

6.1 Each signatory will provide a named lead contact within the organisation; this person is responsible for ensuring the terms of this agreement are upheld. Any change of the named contact should be notified to the Lead Coordinator within seven days.

6.2 In the first instance, the named lead contact will work together to take a pro-active approach to resolve conflicts but where a resolution cannot be reached, the conflict will be escalated to the senior managers at the earliest instance.

**7.0 Authorisation**

7.1 The signing of this MoU is not a formal undertaking. It implies that the signatories will strive to ensure that their respective organisations deliver the responsibilities as stated in the MOU, to the best of their ability.

**Signed on behalf of** [Social Landlord]

**Signature Date**

**Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**