



Starter Tenancy Policy

Reviewed: August 2018

Next Review: August 2021

Approved by:

Board: 20th August 2018

Responsibility:

Housing Services Manager

1. Introduction

We recognise it is important that we provide clear guidance on all areas of tenancy management, and take swift action when tenants breach their tenancy conditions. This includes where tenants cause nuisance to others. All new tenants who are not moving to us directly from another Local Authority or Registered Provider will be given a starter tenancy for twelve months.

2. Purpose

We will use starter tenancies as an opportunity to build a positive landlord and tenant relationship by providing information, advice and support as needed. If the starter tenancy has been conducted satisfactorily, at the end of the twelve months we can convert the tenancy to an assured tenancy. If we have concerns about the conduct of the tenancy, we may either extend the starter period for a further six months, or we may decide to end the tenancy. This policy covers the following areas:

- The rights of a starter tenant;
- What will happen if there has been a breach of tenancy conditions; and
- What will happen at the end of the starter tenancy period.

3. Legal & Regulatory Requirements

We are required to have a clear policy to show how we will make the best use of these tenancies. We also need to ensure tenants understand what it means to have a starter tenancy and what is required to secure a full assured tenancy.

4. Starter Tenants Rights

New tenants sign an Assured Shorthold Starter tenancy at the start of their tenancy. This has fewer rights than an Assured tenancy, specifically:

- No right to take in lodgers;
- No Right to Acquire;
- No right to exchange the tenancy; and
- No right to carry out improvements

5. Breach of Conditions

We will visit the property at least twice in the first year. We will review the tenant's conduct at each visit we carry out. If there are breaches of tenancy, we can seek legal action before the end of the starter tenancy if:

- a) The tenant, members of the household or visitors to the property have committed severe / significant and / or persistent acts of antisocial behaviour.
- b) The tenant is in arrears but has either refused to make a repayment agreement or the agreement has not been complied with and the arrears are escalating.
- c) The tenant has breached other tenancy conditions.

If the tenant breaches his or her tenancy conditions, we may serve a 'Notice Requiring Possession' under Section 21 of the Housing Act 1988 at any time. After two months of the service of this notice, and providing it is six months from the date the tenancy started, we may apply to the court for possession of the property. In these cases, possession will always be granted. If the tenant is in rent arrears, but we do not consider the arrears position serious enough to end the tenancy, we may serve a 'Notice of Seeking Possession' and ask the courts to make an order for payment.

6. Review of Starter Tenancy

We will review the tenant's conduct throughout the starter tenancy. Towards the end of the starter tenancy, we will decide whether or not to end the tenancy or convert the tenancy to an assured tenancy. We may also choose to extend the starter period for a further 6 months. If we decide to convert the tenancy to an assured tenancy, we will write to the tenant to confirm the tenancy conversion and arrange for a new Assured Tenancy to be signed.

If we decide to end the tenancy we will serve a 'Notice Requiring Possession' (under Section 21 of the Housing Act 1988) at least two months before the end of the starter tenancy period. This means that when the tenancy ends, we can apply to the courts who must give us possession of the property.

7. Right to Appeal

If we serve a 'Notice Requiring Possession' under section 21, we will give the tenant fourteen days to appeal in writing to the Chief Executive in line with our Appeals Policy. The tenant will not have a right of appeal through the court.

The Appeals Panel will consist of the Chief Executive and one Board Member.