



Housing Management

Starter Tenancies

Scope:	This policy applies to Circle 33 Housing Trust, Merton Priory Homes, Mole Valley Housing Association, Roddons Housing Association, Russet Homes, Old Ford Housing Association, South Anglia Housing and Wherry Housing Association
Effective Date:	August 2009
Review Date:	December 2010
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Policy Owned by:	Group Policy Team
KLOE:	Allocations and Lettings
QAF (Supported Housing):	N/A
Statute:	Introductory Tenants' (Review) Regulations 1992 Disability Discrimination Act 1995 Housing Act 1996 Housing Act 1988
Regulatory Code:	2.5.3, 3.2.1, 3.5.2, 3.5.3

Starter Tenancies

1 Scope

- 1.1 This policy applies to Circle 33 Housing Trust, Merton Priory Homes, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing, Wherry Housing Association.

2 Policy Statement

- 2.1 Circle Anglia works to improve people's life chances through providing great homes and reliable services to residents, and through helping build sustainable communities where people want to live and work.
- 2.2 Circle Anglia will engage with residents and local agencies to ensure that neighbourhoods are safer, cleaner and more peaceful places to live and work. We will employ a wide range of remedies, including the introduction of starter tenancies, to tackle anti-social behaviour (ASB), nuisance and harassment.
- 2.3 Starter tenancies are a form of assured shorthold tenancy, automatically converting to an assured tenancy after 12 months if the tenancy has been managed responsibly. If the tenancy has not been conducted satisfactorily, Circle Anglia will follow policy guidelines to extend it or terminate it.

3 Policy

Introducing starter tenancies

- 3.1 Starter tenancies will only be introduced where they form part of a comprehensive strategy for dealing with nuisance and anti-social behaviour. Group members who use starter tenancies will also be using tools such as acceptable behaviour contracts, mediation, injunctions and multi-agency partnerships among others.
- 3.2 The consent and co-operation of the local authority in the scheme's area of operation will also need to be obtained. Starter tenancies may operate in conjunction with a community lettings plan, which again will be agreed with the local authority.
- 3.3 The adoption of starter tenancies will be agreed by the governing body of each group member. Residents will also be consulted and their views will be taken into account before final decisions are made.
- 3.4 Some group members may choose to apply starter tenancies across the whole of their stock, provided that this can be justified. Other group members may decide to apply starter tenancies to certain local authority areas and/or to all new developments of a certain size, provided that the local authority is in agreement.

Which new tenants can be given a starter tenancy?

- 3.5 Only new tenants such as local authority nominations, move-ons from non-group properties and direct applicants will be signed to a starter tenancy. Tenants who are re-housed through transferring will retain their former tenancy status and will not be signed to a starter tenancy.
- 3.6 Tenants who move to one of our properties through mutual exchange cannot be given a starter tenancy but will take on the existing tenancy of their exchange partner.
- 3.7 Incoming tenants who held a secure or assured tenancy directly before becoming a Circle Anglia tenant cannot be given a starter tenancy, as we cannot offer them a less secure form of tenancy than they previously held.
- 3.8 For tenants under the age of 18 at the time of signing their starter tenancy agreement, the tenancy will become an assured tenancy when the 12-month period comes to an end, or the tenant becomes 18, whichever is the later.
- 3.9 Starter tenancies will not be used for supported housing tenants.

Conditions of the starter tenancy

- 3.10 Starter tenants will not have the same rights as an assured tenant until the first 12 months or any extension period has been successfully completed. In particular, starter tenants will not be able to transfer to an alternative property, exchange or buy their property, or make alterations and improvements.
- 3.11 The tenancy agreement specifies that grounds for termination, if proven, may include the following:
 - violence, abuse, or harassment
 - illegal use of drugs
 - noise nuisance, vehicle nuisance
 - dumping of rubbish, unkempt gardens, damage to property.

Managing starter tenancies

- 3.12 We will provide full information to new tenants on the implications of signing a starter tenancy agreement, and in ensuring that the rights and obligations of starter tenants are carefully understood.
- 3.13 The starter tenancy will be monitored during the starter period so that any problems can be addressed as soon as they arise. Starter tenants will be visited no later than three months after their tenancy commences and again at nine months. Additional visits may be scheduled to discuss and monitor any specific problems which have arisen.
- 3.14 In order that starter tenants are not discriminated against, evidence-based procedures for dealing with nuisance and anti-social behaviour will be the same as for assured tenancies, with the exception of the legal process to end the tenancy.

- 3.15 We will review all starter tenancies three months before the end of the starter period and either allow the tenancy to automatically convert to an assured, or follow procedures to extend or terminate the tenancy.
- 3.16 Starter tenants should generally have the status of their tenancy convert to a full assured tenancy at the end of the starter period if:
- there have been no complaints of nuisance or ASB against them
 - any nuisance or ASB has been remedied or reduced to a level acceptable to us
 - allegations against them have not yet been fully investigated and it is not possible to ascertain whether they have complied with warnings issued to them.

Terminating the tenancy

- 3.17 We will assist starter tenants to sustain their tenancies through a program of scheduled visits, early interventions and clear communication of remedies for tenancy breaches.
- 3.18 Particular care will be taken in the case of vulnerable tenants to ensure that referrals to appropriate support agencies are provided. However, where persistent breaches have been proven and behaviour has not been improved to an acceptable standard following two warning letters, we will take the appropriate steps to extend or terminate.
- 3.19 The grounds for terminating a starter tenancy should be the same as those for which possession would be sought for an assured tenancy. Evidence must be provided to prove not only breach of tenancy, but also that the tenant has had reasonable time and opportunity to put things right. Only in extreme cases of ASB would we dispense with warning letters and a review period.
- 3.20 Where a decision has been made to end the tenancy, we will issue a Notice Requiring Possession (NRP), giving the tenant at least two months' notice of our intention to terminate. NRPs will only be served on the grounds of ASB and not for rent arrears or other breaches of tenancy.
- 3.21 At least two months' notice must be given, ending at the end of a rent period, which will normally be on a Sunday, and no earlier than the tenancy could otherwise have been brought to an end by a Notice to Quit. A failure to serve notice in time will result in the tenancy changing status and becoming an assured tenancy.
- 3.22 In the case where a breach of tenancy only occurs towards the end of the starter period, the very latest that the notice should be issued is the last day of the starter period. In this case, the tenancy will remain an assured shorthold until two months after the notice has expired.

Extending the tenancy

- 3.23 A starter tenancy cannot continue indefinitely, but in cases where the breach of tenancy has occurred after the review or where the behaviour of a tenant is

still being monitored, a management decision may be taken to extend the tenancy for up to a maximum of six months. The evidence compiled to support this decision must be comprehensive and all information received from the tenant must be considered when reaching this decision.

Appeals

- 3.24 Circle Anglia provides access to an appeals process for starter tenants wishing to appeal the decision to extend or terminate their tenancy. Information on appeals will be provided to tenants at the beginning of their tenancy and at the point where action to extend or terminate is initiated.
- 3.25 Tenants have 14 days in which to appeal in writing following service of the notice or of the letter advising of a tenancy extension period. Where an appeal fails, possession action will be continued.
- 3.26 If the tenant does not leave the property on or before expiry of the two-month notice period, we will apply for a court order for possession. No grounds for possession will need to be proved, as the end of an assured shorthold tenancy is a mandatory ground in itself. Where the tenant does not abide by the court order for possession, we will apply to the court for a warrant of possession.

Rent arrears

- 3.27 Circle Anglia uses starter tenancies to tackle anti-social behaviour and will not discriminate against starter tenants when dealing with rent arrears that occur within the first 12 months of the tenancy. While a starter tenant could be evicted for rent arrears, this will only happen if we are satisfied that an assured tenant in a similar position would have been treated in the same way, i.e. with possession being sought.
- 3.28 Service of a Notice of Seeking Possession (NOSP) for rent arrears within the first 12 months of the tenancy is not sufficient in itself to prevent the tenancy automatically converting to a full assured tenancy at the end of the starter period. Subsequent breaches following service of the NOSP will also be dealt with in line with procedures in the [Rent Arrears Management](#) policy.

4 Service Standards

- 4.1 We will visit all new tenants within six weeks of having moved in.
- 4.2 We will give all new tenants a copy of their tenancy agreement and a tenant handbook.
- 4.3 We will use measures to prevent and reduce anti-social behaviour, and use appropriate legal and non-legal solutions to tackle it.

5 Monitoring

- 5.1 We will record the number of starter tenancies issued.
- 5.2 We will record all individual incidents of nuisance and anti-social behaviour and the number of NRPs served on starter tenants.

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- 5.3 We will monitor the number of appeals and the number of appeals rejected or upheld.
 - 5.4 We will monitor and record all starter tenancy evictions and will also monitor evictions by ethnicity and household details to ensure that discrimination is not occurring.
 - 5.5 We will monitor the use of starter tenancies wherever they are applied and review their effectiveness in helping reduce anti-social behaviour.

6 Equality and Diversity

- 6.1 We will not treat starter tenants less favourably than assured or secure tenants.
- 6.2 It is essential to recognise that customers of all races, ages, religions, gender, sexual orientation, literacy levels and disability should be treated equally and fairly.
- 6.3 All customers will have access to this document upon request or from our website www.circleanglia.org/customers
- 6.4 This document and accompanying leaflet can be translated or provided in alternative formats (e.g. Braille, large print, audio) upon request.
- 6.5 Equality and Diversity training is mandatory for all staff.

7 Publicising the Policy

- 7.1 Circle Anglia publicises its policy and procedures on Starter Tenancies to residents, potential residents and staff in a number of ways:
 - Resident Handbook
 - Starter Tenancy Leaflet
 - Resident Newsletter
 - Resident Website
 - CIRANO
 - Policy Briefings and Training.

Version history

Version no.	1	Date effective:	October 2006
Full / partial review?	New group policy		
Brief summary of changes:	n/a		
Staff consultation (teams):	Income Teams: OFHA, SA, C33, Wherry Neighbourhood teams: OFHA, SA, C33, Wherry		
Resident consultation:	Old Ford TML, Old Ford Housing Services		
Other consultation:	Devonshires Solicitors checked the policy		
Signed off by:	Group Policy Forum, September 2006		
Author:	Zoe Buick		

Version no.	2	Date effective:	December 2008
Full / partial review?	Partial review to include new group members Russet, Roddons and Mole Valley		
Brief summary of changes:	Process around appeals tightened		
Staff consultation (teams):	Income teams – all RPs Neighbourhood teams – all RPs Heads of Continuous Improvement – all RPs MDs – all RPs, Care and Support Provider.		
Resident consultation:	Mole Valley Operations Working Group Russet Residents Forum		
Signed off by:	Group Policy Forum, 21 August 2008		
Author:	Zoe Buick		

Version no.	3	Date effective:	August 2009
Full / partial review?	Partial review to make the policy more robust in the light of the Weaver v L&Q Court of Appeal decision		
Brief summary of changes:	An appeals process added to the tenancy extension procedures A customer letter regarding tenancy extension added Appeals now need to be signed off at MD level. Senior managers and MDs involved in the decision making processes to extend, terminate or decide an appeal must not have prior involvement in the case.		
Staff consultation (teams):	n/a		
Resident consultation:	n/a		
Other consultation:	Termination, extension and appeals processes and customer letters checked by Devonshires Solicitors		
Signed off by:	Zoe Buick, Policy Manager, 13 August 2009		
Author:	Zoe Buick		