

Hm. 13 Starter Tenancy Policy

Introduction

This policy sets out how Keniston will ensure its compliance with legal and regulatory obligations in relation to starter tenancies.

Keniston recognises it is important to provide clear guidance to tenants on all areas of tenancy management, and take swift action when tenants are in breach of their tenancy. This includes anti-social behaviour, rent arrears and tenancy fraud. All new tenants will be signed to a starter tenancy for 12 months. If the starter tenancy has been conducted satisfactorily and the starter period has not been extended, at the end of the 12 months the tenancy will automatically convert to an assured tenancy.

During the Starter Tenancy period Officers will closely monitor the tenancy to identify any breaches and will raise these with the tenant to warn of potential legal action or to extend or end the tenancy at the end of the period. We may either extend the starter period for up to a further 6 months, or we may decide to end the tenancy.

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.

Legal / Regulatory Framework

The Homes and Communities Agency standard states that registered providers can now use starter tenancies. Starter tenancies are based on an initial assured shorthold tenancy potentially being converted into an assured non-shorthold tenancy on the successful completion of a probationary period.

The Anti-Social Behaviour Act 2003 gives us a responsibility to implement policies that are aimed at preventing incidents of anti-social behaviour.

Policy statement

It is the policy of Keniston to achieve sustainable tenancies and stable and balanced communities by tackling ASB. We will work with local authorities and other partners to meet housing needs and to ensure appropriate allocations and support.

Starter tenancies are used as part of a comprehensive strategy for dealing with nuisance and ASB. We will use starter tenancies alongside other tools and remedies available to us. This is so that we can let tenancies that are sustainable in the long term, encourage people to behave responsibly and in a manner that is acceptable to the rest of the community, and contribute to stable communities.

In addition to this, Keniston may end the tenancy and seek possession in cases of rent arrears where there has been no engagement, a refusal to make a repayment agreement, or the agreement has not been complied with and the arrears are escalating.

Starter Tenancies do not apply to existing social housing tenants who have held and Assured or Secure Registered Landlord or Local Authority tenancy immediately prior

to being offered a tenancy with us; or Successor tenants of existing Assured tenancies.

We have a wide range of tenants and some of these will be vulnerable in some way. This policy and our procedure recognise this and we will deal sympathetically with individuals in such circumstances. Staff will support tenants in the early stages of their tenancy and will signpost tenants to a more intensive package of guidance. Where we know or suspect the tenant or family member has a protected characteristic under the Equality Act that is related to any breach of tenancy, such as a mental health disability, we will carry out an Equality Act assessment before any decision is taken to serve a Notice or issue court proceedings.

The Housing Services Director will authorise the extending the tenancy or the conversion to an assured tenancy.

Rights of starter tenants

Starter tenants have few rights than an Assured tenancy. Starter tenants have the same access to all our services but do not have the following rights:

- Right to Mutual Exchange or transfer
- Right to Buy/ Acquire
- The right to assign the tenancy
- No succession rights for family members
- No right to take lodgers
- No rights to make alterations or improvements
- No right to claim compensation for home improvements

Ending a Tenancy

In view of the limited security granted to starter tenants it is essential that adequate protection for tenants is built into our procedures for dealing with such tenancies. We will have a series of checks to ensure that every tenant has the opportunity to correct any breaches of the tenancy agreement.

We will follow our anti-social behaviour policy in the same way as for an assured tenant in that the same amount of evidence is expected as if we were taking legal action against an assured tenant. This will include a thorough investigation, and if the tenancy condition is seriously and consistently broken then we will seek to extend it or terminate it.

There are a number of interventions we can consider, depending on the severity of the breach. Where breaches are unlikely to be addressed by an intervention we may serve a 'Notice Requiring Possession' under Section 21 of the Housing Act 1988 at any time after 4 months of the tenancy have expired. After two months of the service of this notice, we may apply to the court for possession of the property. In these cases, possession will usually be granted if we have followed our Policy and Procedures.

If the tenant is in rent arrears and they are keeping to a repayment agreement we may serve a 'Notice of Seeking Possession' and later ask the courts to make a suspended order for possession.

The purpose of extending the starter tenancy is to give the starter tenant the opportunity to engage with services, if they haven't done so already, to remedy the behaviour. We will make any decision to extend or end a starter tenancy fairly, reasonably and proportionately. Any decisions will be based on clear evidence that the tenancy condition has been breached and that the tenant is unable to sustain their tenancy in an acceptable manner.

Whilst we have the power to bring a starter tenancy to an end and obtain possession via the court system, it is our clear intention that such powers will only be used as a last resort.

Right to Appeal

A tenant will be kept informed of our decision to extend or end their tenancy and has the right to appeal the decision. The tenant must do this in writing within 14 days of receiving the notice from us. This is the first stage of the appeals process and will be considered by the Association's Complaints and Resolutions panel. The tenant can request an oral hearing.

If the appeal is not upheld, the eviction request will be made to the Chief Executive for approval.

Monitoring

We will closely monitor all starter tenancies so that we can evaluate the effectiveness of starter tenancies to tackle ASB, ensure fairness and highlight whether any changes to policy or procedure are needed. We will consider:

- Number of starter tenancies granted
- The number of incidents of ASB reported against starter tenants, as a %
- The number of Notices served against starter tenants
- Number of conversions to assured tenancies
- Number of extensions, failures, appeals and reasons
- Geographical spread of starter tenancies

Equality and Diversity

Keniston will not discriminate on the grounds of gender, race, colour, ethnic or national origin, religion or belief, sexual orientation, marital status, age, disability

We will not treat starter tenants less favourable than assured or secure tenants. We will ensure that this policy is applied fairly and consistently to all our tenants.

Responsibility

The Housing Services Director has overall responsibility for compliance with this policy. All front line staff have responsibility for implementing this policy on a day to day basis.

Review

This policy was agreed by Management Team on 17th April 2018 and will be subject to a 3 yearly review or earlier where there is a material change to applicable regulatory guidance or legislation.

Next review date is April 2020