
Policy reference

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STARTER TENANCY POLICY

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Summary

This Policy details how we allocate Starter Tenancy agreements as part of our Lettings process and how these are managed within the 12-month period before we agree an Assured Tenancy; extend the Starter Tenancy, or end the Starter Tenancy.

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Introduction

Purpose

The Group is committed to engaging with customers to ensure that our neighbourhoods are cleaner and safer places to live and this will be achieved through the use of measures such as Starter Tenancies. The use of Starter Tenancies will also be used to encourage adherence to the conditions within the tenancy agreement and a 'rent first' payment culture amongst our customers.

It is our aim to convert all Starter Tenancies at the end of the 12 - month period to Assured Tenancies. We will ensure that we use our proactive tenancy support services, such as Money Advice and Employment and Training as well as signposting our customers to partner agencies where appropriate to successfully sustain tenancies.

This Policy provides a clear and consistent approach across Longhurst Group in the use and management of Starter Tenancies.

The key objectives of this Policy are to:

- define what a Starter Tenancy is;
- detail when it will be used and the legal and regulatory framework that we are required to comply with; and
- outline how Starter Tenancies will be used to manage breaches of tenancy conditions.

The Legal and Regulatory Framework

Introductory Tenancies were introduced in 1997 under Part V of the Housing Act 1996, but were only available to local authorities. In 1999 the Housing Corporation gave authority to RSLs to use Starter Tenancies, which operate along similar lines to Introductory tenancies, but are based on an initial Assured Shorthold Tenancy being converted into an Assured Non-Shorthold Tenancy on successful completion of a probationary period.

The Regulatory Framework for Social Housing in England and Wales states.

“Registered Providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock;

“Where registered providers use Probationary tenancies, these shall be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review;

“Registered Providers shall grant those who were social housing tenants on the day on which Section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether this is with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).”

PART TWO

Policy

Intent

This policy sets out how we will allocate and manage Starter Tenancies across the Group.

Principles

Starter Tenancies will provide tenants with the opportunity to demonstrate that they can sustain a tenancy and comply with the conditions of a tenancy agreement.

Starter Tenancies will allow us to take enforcement action to tackle breaches of tenancy and to protect communities from Anti-Social Behaviour (ASB), where it is justified and reasonable to do so.

Starter Tenancies will not be converted to an Assured tenancy where any rent arrears or tenancy related debt exists and/or there has been an unsatisfactory rent payment history. Each Starter Tenancy that commenced during the Covid-19 pandemic will be reviewed on a case by case basis taking into account each individual circumstance and impact Covid-19 may or may not have had in respect of any rent arrears accrued. An unsatisfactory rent payment history includes a clear trend of the account being in arrears, ad-hoc payments made after the rent is due and broken payment arrangements.

A clear rent account is not sufficient for a Starter Tenancy to be converted should there be examples of poor rent payment. This list is not exhaustive, and each account is individually reviewed before any Section 21 notice is issued.

Through the Pre-Tenancy process and throughout the probationary period, staff should clearly communicate with customers the concept of a Starter Tenancy and their role in managing and preventing ASB, ensuring payment of rent and the implications of tenancy breaches.

Starter Tenancies will be managed in accordance with the Starter Tenancy procedure cohesively across Longhurst Group.

Staff will strive to identify customers with support needs and whom may be experiencing difficulties with managing and complying with their tenancy agreement and signpost to the appropriate external agency where possible.

Scope

This policy applies to all parts of the Longhurst Group.

The policy applies to the management of all Starter Tenancies.

The Starter Tenancy appeal procedure will also be used when terminating a tenancy using any mandatory ground.

Definitions

A Starter Tenancy is a Periodic Assured Shorthold tenancy that runs initially for a period of 12 months. If the tenancy is conducted satisfactorily it will automatically convert to an Assured Tenancy after 12 months. A customer with a Starter Tenancy who has broken the conditions of their tenancy agreement can be evicted using the standard Assured Shorthold Tenancy grounds. This means that we must give the tenant two months' written notice under Section 21 of the Housing Act 1988. Should the tenant fail to leave the property, we may then pursue possession under the Accelerated Possession procedure.

Customers on a Starter Tenancy will broadly have the same rights as those on an Assured tenancy in areas such as:

- Right to Repair;
- Right to Succession; and
- Right to be Consulted.

They will not have the:

- Right to improve or claim compensation for improvements;
- Right to exchange; or
- Right to acquire.

Policy Details

Managing Starter Tenancies

Operation of a Starter Tenancy

Starter Tenancies will be granted to all new customers in general needs and sheltered housing accommodation unless the applicant held immediately prior to a tenancy being offered by a Group member an Assured or Secure tenancy that commenced before 1st April 2012 (please note if the customer is an existing LG resident they will retain security of tenure).

Starter Tenancies will also be granted to all incoming customers via a mutual exchange where the exchange is achieved through a surrender and re-grant, i.e. where the incoming customer currently holds a fixed term tenancy at a social rent and the outgoing group customer holds an Assured tenancy which commenced prior to 1st April 2012.

Customers will agree a weekly Periodic Assured Shorthold Tenancy and this tenancy will become an Assured Non-Shorthold Tenancy 12 months after the commencement of the tenancy (or at the end of any period of extension) unless before that date:

- we have served a notice under Section 8 of the Housing Act 1988; or
- we have served a notice under Section 21 of the Housing Act 1988; or
- we have notified the tenant in writing that the tenancy probationary period is to be extended.

Where any of the above applies, the tenancy will continue to be a Periodic Assured Shorthold tenancy until the earlier of the following occurs:

- the Court grants us possession of the property;
- a Notice Requiring Possession has come to an end, provided we have not applied to Court for possession of the property;
- the day after any legal action for possession of the property has ended, provided the Court has not granted an Order for Possession; or
- any extension period has ended and we have not taken any legal action.

Conversion of a Starter Tenancy

Where no breach of tenancy has been identified, the tenancy will automatically convert to an Assured Non-Shorthold Tenancy at the end of the 12-month probationary period. A confirmation letter must be sent to the customer after expiry of the 12-month probationary period.

Due to the Covid-19 pandemic, there may be cases where circumstances have meant that the tenant has been unable to maintain rent payments, such as unemployment, isolation, furlough, etc... this list is not exhaustive. Should a tenant demonstrate that they have engaged with us and have made attempts to make contributions towards rent payments, we will not seek to serve a Section 21. We will review each individual circumstance and where appropriate will convert or seek to extend the Starter Tenancy.

Where there have been no or inconsistent rent payments prior to 01 March 2020 at the start of the Covid-19 pandemic, this will be viewed as breach of tenancy and we may seek to serve a Section 21 notice to end the tenancy in line with guidance issued from the Minister of Housing, Communities and Local Government (MHCLG).

When the tenancy converts into an assured tenancy, there is no need to issue a new tenancy agreement.

Extending a Starter Tenancy

If the conduct of the tenancy has not been managed satisfactorily, in some circumstances it may be deemed reasonable and proportionate to extend the probationary period as an alternative to terminating the tenancy. Extending a Starter Tenancy is intended to be an opportunity for customers to modify their behaviour and demonstrate an ability to adhere to the terms and conditions of their tenancy agreement. It is also aimed to deliver a strong message that we will not tolerate any breach of the terms of their tenancy agreement and that this would likely result in them losing their home. The maximum period a starter tenancy can be extended is six months.

Ending a Starter Tenancy

Starter tenancies are effectively Periodic Assured Shorthold Tenancies during the first 12 months. Such tenancies may be terminated within this probationary period by service of a Section 21 Notice (this cannot be served within the initial 4 months), giving the customer a minimum of 2 months' notice of the requirement for them to vacate the property. If the property has not been vacated on expiry of the Notice, we will begin Accelerated Possession Proceedings.

If a serious breach of tenancy has occurred, we reserve the right to commence Accelerated or Standard Possession Proceedings against the tenancy without delay.

We will not seek to end the tenancy for rent arrears if the tenant has demonstrated they have been adversely impacted by Covid-19 and has engaged fully with us and made nominal payments towards their rent where possible and an arrangement to pay is in place and adhered to.

For Starter Tenancies that have been in arrears and/or demonstrated an inconsistent approach to rent payments pre-March 2020 we may continue to end the tenancy by serving a Section 21 notice.

Where the starter tenancy is at risk of being terminated, we will enact the Commitment to Refer by informing the relevant partner agencies, such as the Local Authority homelessness and housing advice team, social services, mental health services (where applicable) etc... to inform them of any potential possession action and for them to ensure the tenant is fully supported and their options made clear should their tenancy be terminated.

Appeals

Following the service of a Section 21 Notice, the tenant will have the right of appeal and review against the decision to end their tenancy. To appeal, the customer is required to outline the reasons in writing as to why we should reconsider issuing a Section 21 notice to gain possession of the home. An advocate supporting the customer can help to make the appeal or it can be written by a representative organisation, such as the Citizens Advice Bureaux. Upon receipt of the appeal, this is reviewed by the Head of Income Services or the Head of Housing Services who will fully investigate the history of the tenancy and provide a written conclusion to the customer based on the evidence available.

Roles and Responsibilities

Legal responsibility for the Starter Tenancy Policy is held jointly by:

- Longhurst Group Chief Executive; and
- Executive Director of Housing Services

Operational responsibility for the Starter Tenancy Policy is held by the Director of Housing Services and Head of Housing Services.

Procedural responsibility for the Starter Tenancy Policy is held by Housing Managers/Team Leaders

Day-to-day responsibility for the Starter Tenancy policy is held by Team Leaders, Lettings Advisors and Housing Officers

Monitoring, Evaluation and Review

We will monitor and report the number of Tenancies ended through eviction further to a Section 21 Notice being served.

This policy will be reviewed every 3 years. In addition, it will be reviewed:

- following information suggesting that the policy is not effective;
- to reflect any service enhancements; and/or
- following the introduction of relevant new legislation, regulations or guidance.

Summary of local variations

None

PART THREE

Appendices

- A. Policy Approval Control
- B. Policy Development Plan