

# **Starter Tenancy Policy**

# Starter Tenancy Policy



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## 1. Statement

South Liverpool Homes (SLH) works to improve people’s lives and create safe, thriving and inclusive neighbourhoods, which helps South Liverpool Homes

achieve its mission of delivering great homes, strong communities and bright futures.

We do this by working with residents and partner agencies to ensure that neighbourhoods are safe places to live and work. We are determined to eradicate all forms of anti-social behaviour (ASB) and hate crime from neighbourhoods so that all residents can enjoy their homes without fear for their safety.

This policy supports this commitment in two ways; firstly, it helps us to educate and support new tenants so they understand their responsibilities to ensure they settle into their new home and community. Secondly, it provides a framework for tenancy and legal action against any new tenants who do not comply with the terms of their tenancy agreements and cause nuisance and anti-social behaviour in the locality of their homes.

The policy details how we will use starter tenancies, how we support tenants to sustain their tenancies, how tenancies will convert at the end of the first year should positive behaviour be displayed by the tenant, their visitors and their household members and how they will be terminated should the tenant or other household members or their visitors display unacceptable behaviour during their starter period.

We use starter tenancies as part of our wider Community Safety and Neighbourhood Management Strategies. We will apply this policy alongside other policies including our Anti-Social Behaviour, Tenancy Management, Safeguarding Adults and Children, Allocations, Hate Crime and Domestic Abuse Policies.

This policy has been reviewed at the time when legislation under the Renter's Reform Bill may include proposals to repeal Section 21 notices. The removal of Section 21 may also mean that assured shorthold tenancies ('Starter Tenancies') cease to exist. Any changes in legislation to Section 21 or assured shorthold tenancies will bring forward a review of this policy.

## **2. Policy aims**

The aims of this policy are to:

- Achieve sustainable tenancies and support stable and balanced communities
- Reduce nuisance and anti-social behaviour among new tenants
- Support new tenants to manage their tenancy in a positive way
- Ensure compliance with legal and regulatory requirements
- Provide guidance to staff on how to issue legal notices and manage the appeals process

### 3. Starter Tenancies

Starter Tenancies are a type of assured shorthold tenancy as defined in the Housing Act 1988. SLH offer this type of tenancy to new tenants accepting a home from us for the first time. The starter tenancy typically lasts for 12 months (however this can be extended by a further six months if necessary - see section 3.5) and acts as a probationary period for new tenants. A starter tenancy will automatically convert to an assured tenancy if the tenancy has been conducted in a satisfactory manner.

During the first 12 months of the tenancy, we will carry out four tenancy reviews. The first at one month, the second at three months, the third at six months and the fourth at the nine month stage of their tenancy. An additional office based check will be completed at the 10-month stage. At each review an assessment of the conduct of the tenancy will be recorded on the starter tenancy forms and within the Orchard workflow. The reviews will be a combination of telephone calls and home visits with a minimum of two visits completed during the first 12 months of the tenancy. The decision to complete home visits will be based on an assessment of the tenancy which is criteria is set out in the starter tenancy procedure.

These reviews will include an assessment of the following:

- Rent arrears that may accumulate on the account
- The general condition of the property including gardens
- Any breaches of tenancy including ASB
- Tenant's circumstances such as changes to household details and any support needs that are not being met
- Any repairs/ damage to the property
- If the tenant requires any support to maintain their tenancy or help with finding work or training

In addition to these scheduled reviews, SLH may carry out unplanned visits or contact the tenant by other means to discuss any issues that may arise such as rent arrears, anti-social behaviour, repairs and routine maintenance of the property.

The reviews and visits are an important part of the starter tenancy assessment and tenants are reminded of their importance at sign up and in appointment letters. Using information collected through the review periods the Neighbourhood Management Officer (NMO) will determine if the tenant has conducted their tenancy successfully. If at the nine-month review stage no tenancy issues have been identified by the NMO, then the tenant will be informed that unless issues arise during the last three months, the tenancy will be converted to an assured tenancy on the first anniversary of the commencement date. If at the 12-month stage no issues with the tenancy have been identified,

then the tenancy will automatically convert to an assured tenancy and the tenant will be notified in writing.

If there are tenancy breaches during the starter tenancy period and as a result it is deemed that the starter tenancy has been unsuccessful then there are three options available to Neighbourhood Management Officers:

- Issue tenancy warnings where appropriate, offer and tailor support to change the behaviour and monitor for the remainder of the starter tenancy period
- Extend the starter period for a further six months - See section 3.5
- At any point after the first 4 months a Section 21 notice can be served to end the starter tenancy. - see section 3.6
- Consider other legal options e.g. civil injunction

### **3.1 Rights and responsibilities of starter tenants**

Starter tenants are responsible for their behaviour and that of all household members and visitors to their home.

The rights of a starter tenant differ to those of an Assured or Protected Assured Tenant and are listed in the Starter Tenancy Agreement. The rights and responsibilities of a starter tenant are explained to the tenant during the sign up process and during their starter tenancy reviews.

Starter tenants will not be able to transfer to another SLH home within the probationary period unless there are exceptional circumstances (an example of this could be in cases where there is damage to the home leaving it requiring major works or in serious cases of ASB, hate crime or domestic abuse, (where the tenant or a household member has been the victim). Where these exceptional circumstances apply, the new tenancy would run for the remaining probationary period from the previous tenancy.

Due to the temporary nature of the tenancy, starter tenants do not have the following rights:

- Right to Acquire
- Right to Exchange
- Right to Sublet although lodgers are permitted subject to consent from SLH
- Right to carryout alterations or improvements to the home
- Right to transfer (unless exceptional circumstances)

Starter tenants do have succession rights but the successor's tenancy will continue to be on a starter tenancy for the duration of the original starter tenancy agreement. Further details of succession rights can be found in the Tenancy Management Policy.

Starter tenants have a right to become involved in any engagement activities at SLH and they will not receive any less of a service from SLH.

## **3.2 Tenancy Agreement**

Starter Tenants are granted an assured shorthold periodic agreement (i.e. weekly agreement) which runs for a period of 12 months. If the tenancy successfully converts after the 12-month period we will send a letter to the tenant/s on the conversion date with a copy of an assured tenancy terms; we will discuss the implications of the conversion during the starter tenancy reviews.

## **3.3 Support during the Starter Tenancy Period**

SLH will support starter tenants to manage their tenancy through a programme of education, scheduled visits, early interventions and clear communication of remedies for tenancy breaches. This is to ensure smooth transition from starter tenancy to an Assured Tenancy.

Support needs of potential tenants are discussed during the application process and when the tenant signs up for their tenancy. Tenants are advised of their rights and responsibilities as a tenant of SLH. This is to help tenants understand the practical implications of running a home for the first time. If additional support is deemed appropriate referrals will be completed prior to or during sign up.

The identification of any supports need continues during the starter tenancy reviews and if any support needs are identified during the starter tenancy period referrals to internal support teams or partner agencies will be discussed with the tenant and completed where appropriate. The assessments also include feedback for the tenant on how their tenancy is progressing as well as clear and transparent advice on their rights and responsibilities; including their rights to make a formal complaint should they not be happy with the service they are being provided with.

## **3.4 Breaches of Tenancy during the Starter Tenancy period**

We will aim to complete four starter tenancy reviews during the first 12 months to complete assessments of the tenancy – this will include a minimum of two visits to the home. If we fail to gain access at the pre-arranged review this will be taken into consideration as part of the assessment.

If a starter tenant fails to respond to the required appointments or after three attempts to gain access has been denied, a Section 21 Notice may be served (so long as four months of the tenancy has passed). If we suspect the tenant is no longer living at the property, the suspected abandoned procedure will be followed and a Notice to Quit will be served where appropriate

Where evidence is in place that anti-social behaviour has taken place or any other breach of tenancy we will take action against the tenant.

Tenancy breaches may include but are not limited to:

- Failure to allow access to carry out repairs, inspections, starter tenancy visits, maintenance or improvements

- Unacceptable property condition including hoarding, damage to property or overgrown gardens
- Anti-social behaviour including noise nuisance, harassment and illegal activity.

If there are low-level tenancy breaches during the starter tenancy period, then we will aim to work closely with the tenant to change the behaviour that caused the tenancy breach to successfully resolve the issue. However, where persistent tenancy breaches occur, serious ASB has occurred, or behaviour has not been improved to an acceptable standard, following warnings, SLH will take appropriate steps to extend the starter tenancy or terminate it.

### **3.5 Starter Tenancy Extensions**

A starter tenancy cannot continue indefinitely, but in cases where ASB has occurred, or where the behaviour of a tenant is still being monitored, we will extend the starter tenancy period for up to a maximum of six months. Evidence will support this decision and all information gathered as part of the investigation or starter tenancy reviews will be considered when reaching this decision. The extension and the reasons for it will be set out clearly to the tenant in writing with details of their right to a review.

### **3.6 Ending a Starter Tenancy**

A Starter Tenancy can be ended in the following ways:

- Conversion to an assured tenancy after the successful completion of a starter tenancy
- A starter tenant wishing to end their tenancy can do so by providing four weeks' written notice to SLH,
- SLH can instigate legal proceedings to recover possession of the property using a Section 21 notice - see section 3.6.1 below
- By using discretionary possession grounds for a breach of tenancy
- Serving a Notice to Quit if the tenant is not using their tenancy as their own and principal home or have abandoned their home

#### **3.6.1 Terminating a Starter Tenancy**

In line with the provisions of the Housing Act 1988, as amended by the Housing Act 1996, SLH may commence possession proceedings after the first four months of the starter tenancy

If it is necessary to end a starter tenancy during the first four months of a tenancy, then we may issue proceedings on discretionary grounds. In severe cases of nuisance or ASB, we may also use other legal remedies to prevent harm being caused to persons or damage to properties including Civil Injunctions.

If possession proceedings are required for rent arrears, then discretionary ground must be used.

To end a starter tenancy a valid section 21 notice must be served on each tenant of the property giving them two months' notice of our intention to end the tenancy. The section 21 notice must be accompanied by a letter that explains why the notice has been served including specific breaches of tenancy and advising the tenant/s of their right to appeal the decision. Colleagues must also ensure compliance with the Pre Action Protocol for Mandatory Possession and ensure that the electrical performance certificate and gas safety certificates have been provided to the tenant at the start of their tenancy.

Failure to serve the notice in time, pursuant to Section 1 of the Assured Short Hold Tenancy Agreement, may result in the tenancy converting to an Assured Tenancy.

If ASB 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. However, it is likely the tenancy will be extended for a period of six months in which time the ASB will be investigated with the option to serve a Section 21 Notice during the extension period.

If we end a starter tenancy in line with this policy, the court must make an immediate possession order. The court does not have to be satisfied that it is reasonable to make a possession order and the court cannot suspend the possession order. The court can postpone the date for possession by up to six weeks where 'exceptional hardship' would be caused.

### **3.7 Starter Tenancy Appeals Process**

SLH provide access to an appeals process for Starter Tenants wishing to appeal the decision to terminate their tenancy. Information on appeals will be provided to tenants with all Section 21 Notices.

A full appeals procedure has been developed which clearly sets out the process which will be followed. The purpose of this procedure is to provide a process for appeals to be dealt with fairly. This includes dealing with cases quickly and giving anyone appealing against a decision the opportunity to defend the proposed action.

## **4. Tenant Standards & Performance Monitoring**

The following indicators will be measured and analysed to determine the success of this policy:

- % of starter tenancy review 1 completed on time
- % starter tenancy review 2 completed on time
- % of starter tenancy review 3 completed on time
- % of starter tenancy review 4 completed on time
- % of tenancy turnover
- % of tenancies lasting three years or more



## 5. Policy Review Considerations

### 5.1 Equality Analysis

An equality analysis was completed to identify and respond to any adverse impacts the policy may have on any particular groups. Outcomes have been included within a equality impact assessment.

### 5.2 Policy Risk Assessment

A full policy assessment was completed in reviewing this policy. This review included a value for money assessment as well as an update of SLH's risk register for ASB.

### 5.3 Customer Influence

#### **5.4 During the review of this policy customer influence has been taken from complaints, feedback from colleagues, starter tenancy reviews and SLH's customer services committee. Statutory and Legislative Framework**

SLH recognise our duty to comply with current legislation and will operate this policy within the current regulatory framework.

The policy takes in to account relevant legislation such as the Housing Act 1996, Anti Social Behaviour Act 2003, Anti-Social Behaviour, Crime and Policing Act 2014, Crime and Survivors Bill 2003, ASB, Crime and Policing Act 2014, Children's Act 1989, , Data Protection Act 2018 and the Protection from Harassment Act 1997.

### 5.5 Associated Strategies & Policies

- Allocations Policy
- Tenancy Management Policy
- Domestic Abuse Policy
- Anti-Social Behaviour Policy
- Hate Crime Policy
- Repair and Maintenance Policy
- Safeguarding Adults Policy
- Safeguarding Children Policy
- Chargeable Repair Policy
- Customer Feedback Policy
- Income Management Policy
- Data Protection Policy
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