

MERLIN HOUSING SOCIETY

STARTER TENANCIES POLICY



1. INTRODUCTION

Our vision is to be “a first class provider of affordable housing and related services for communities across South Gloucestershire with residents at the heart of all that we do”

We recognise it is important that we provide clear guidance to our residents 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 Housing Association or Local Authority property will be given a starter tenancy for twelve months. The majority of tenants will cause no problems and will be given full rights at the end of the starter tenancy period as we would want.

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
- What will happen at the end of the starter tenancy period.

3. LEGAL & REGULATORY REQUIREMENTS

We promised all existing residents at the time of transfer from South Gloucestershire Council that we would use starter tenancies. 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 residents understand what it means to have a starter tenancy and what is required to secure a full assured tenancy. This policy has been developed in line with Good Practice and Housing Corporation guidelines in order to meet this requirement and has been approved by our board.

4. STARTER TENANT'S RIGHTS

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

- No right to take in lodgers
- No right to exchange the tenancy
- No right to carry out improvements

- No right to acquire

5. BREACH OF CONDITIONS DURING STARTER PERIOD

We will visit the property at least three times 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:

1. The tenant, members of the household or visitors to the property have committed severe / significant and / or persistent acts of antisocial behaviour. In line with the tenancy agreement, this includes but is not limited to:
 - Using or threatening violence to other residents and staff
 - Intimidating behaviour and abusive language
 - All hate crimes, including racism and homophobia
 - Creating noise at a level that is unreasonable, intrusive, or disturbing to neighbours
 - Criminal convictions for offences committed in the home or neighbourhood
 - Persistent alcohol use that causes a nuisance
 - Drug dealing or using drugs at the premises
 - Harassment
 - Using the property for unlawful or immoral purposes
2. The tenant has breached other tenancy conditions including:
 - Dumping rubbish or graffiti
 - Not keeping pets under control
 - Persistently repairing motor vehicles
 - Subletting or abandonment
3. 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.

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. END OF STARTER TENANCY

We will review the tenant's conduct throughout the starter tenancy. At the end of the twelve months, 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 another 6 months. If we decide to convert the tenancy to an assured tenancy, we will ask the tenant to attend an area office to sign a 'conversion notice', and to explain the conditions of an assured tenancy.

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 area housing office (please refer to starter tenancies scheme - Guidance Note 5). If the tenant appeals and is successful we will withdraw the notice. If the tenant does not appeal or is not successful, we will ask the courts for possession of the property after the notice has expired. The tenant will not have a right of appeal through the court.

8. OTHER POLICIES

See also Antisocial Behaviour Policy, Rent Collection Debt Policy, Pets Policy and Tenancy Management Policy.

9. VALUE FOR MONEY

We will ensure our services are delivered economically, effectively, and efficiently wherever possible.

10. CONSULTATION

Residents and staff were consulted on this policy and will be consulted on any substantive changes.

11. CUSTOMER CARE & ACCESS

We will ensure that we provide the highest level of customer care possible when delivering this policy to our customers. We will always consider the particular special needs or vulnerabilities of any residents when applying this policy.

12. EQUALITY & DIVERSITY

We will ensure that this policy is applied fairly and consistently to all our residents. We will not directly or indirectly discriminate against any person or group of people in line with our Equality & Diversity Policy.

We will act sensitively towards the diverse needs of individuals and communities and we will take positive action to reduce discrimination and harassment.

This policy is available on request in other formats (for example in an alternative language, in Braille, on tape, in large type).

13. ROLES, RESPONSIBILITY & AUTHORITY

Front line staff have professional, individual and collective responsibility to implement the policy, with guidance and advice from the Service Delivery Manager as necessary.

14. IMPLEMENTATION, MONITORING & REVIEW

This policy will be reviewed annually to incorporate best practice and regulatory changes and ensure continuous improvement.

We have adopted the starter tenancy scheme as part of a managed strategy for tackling Antisocial Behaviour. We will therefore monitor the effectiveness of our starter tenancies policy by analysing the number of new starter tenancies and the number of starter tenancies converted to assured on a monthly basis.

This policy is linked to Merlin Housing Society's Business Plan.

Corporate Reference: <insert>

Cross references: <insert>

This version: November 2008

Next review: November 2009

Lead Officer: Service Improvement Project Manager – Policies & procedures