



Starter Tenancy Policy **September 2022**

www.broadacres.org.uk



Contents

1.	Introduction	4
2.	What is a Starter Tenancy	4
3.	Policy Purpose and Scope	5
4.	Our Approach	6
5.	Monitoring and Supporting Starter Tenants	7
6.	Breach of Tenancy During Starter Period	7
7.	Extending a Starter Tenancy	8
8.	Conversion of a Starter Tenancy	8
9.	Ending a Starter Tenancy	9
10.	Starter Tenancy Reviews	10
11.	Service Standards	10
12.	Vulnerable Customers Statement	11
13.	Key Performance Indicators	11
14.	Consultation and Review	11
15.	Publicity	12
16.	Confidentiality and Data Protection	12
17.	Responsibilities	12
18.	Legal and Regulatory Framework	12
19.	Related Documents	13

Starter Tenancy Policy

1.0 Introduction

1.1 This policy outlines our approach on the use and management of Starter Tenancies. It will identify how they will be used to improve tenancy sustainability, reduce anti-social behaviour and non-payment of rent. We will follow the law as set out in the statutory and legislative framework and we will adhere to the grounds and conditions set within the Tenancy Agreement(s) as varied from time to time.

1.2 Providing new customers with a starter tenancy allows a trial period for them to demonstrate that they can manage their tenancy to a satisfactory standard before they become an assured tenant, and for us to identify and assist with meeting any support needs to help them manage their tenancy and so reduce tenancy failure.

2.0 What is a Starter Tenancy?

2.1 A starter tenancy is a type of periodic assured shorthold tenancy, offered to new tenants, for a trial period of 12 months, which may be extended for a further 6 months.

2.2 During the trial period it is easier for Broadacres to obtain possession compared to tenants who have long term security of tenure. This is because the starter tenancy can be terminated on two months' notice without having to prove a ground for possession by serving notice under section 21 of the Housing Act 1988 at any time after the first 4 months of the tenancy have elapsed (a "Section 21 Notice").

2.3 After the trial period, if the tenancy is conducted satisfactorily, it will automatically convert to a full assured tenancy rather than an assured shorthold tenancy.

2.4 If during or at the end of the trial period the tenant has not conducted the tenancy to our satisfaction, we may seek to end the tenancy before or at the end of the trial period.

2.5 During the trial period, tenants have reduced rights compared to assured tenants. Starter tenants do not have a right to:

- make improvements.
- take in lodgers.
- exchange their tenancy with someone else.
- assign or pass on their tenancy to someone else.
- acquire the property.

2.6 Once the trial period has ended and the tenancy has successfully converted to a full assured tenancy, tenants will have the same rights as an assured tenant.

3.0 Policy Purpose and Scope

3.1 The purpose of this policy is to:

- Create and support sustainable communities through the effective management of starter tenancies.
- Set out how starter tenancies will be managed across Broadacres.
- Support and complement Broadacres' overall approach to the reduction of anti-social behaviour in our communities.
- Be part of a balanced approach to increasing community confidence.
- Promote financial inclusion and encourage and support new tenants to keep rent accounts clear, preventing rent arrears occurring.
- Identify and tackle issues relating to tenancy fraud.
- Support tenants to sustain their tenancies and assist with meeting any support needs to help tenants to manage their tenancies through regular support during the early stages of a starter tenancy and take action to prevent any unnecessary evictions.
- Comply with the terms of the tenant's tenancy agreement and meet all applicable legal and regulatory requirements in relation to the use and management of starter tenancies.

3.2 In particular, as a registered provider of social housing, we are required to comply with the Regulatory Framework set by the Regulator of Social Housing (the "Regulator"), including the Tenancy Standard.

3.3 We are required under the Tenancy Standard to grant probationary tenancies for a maximum of 12 months or a maximum of 18 months where reasons for extending the probationary period have been given to the tenant and where the tenant has been given the opportunity to request a review of the decision to extend the probationary period.

3.4 This policy applies to the allocation and management of all starter tenancies.

4.0 Our Approach

4.1 All new general needs tenants to Broadacres will be offered a starter tenancy except where they currently have a secure or assured tenancy with us or another registered provider of social housing.

4.2 In addition we will not offer starter tenancies to prospective tenants moving into:

- one of our extra care or sheltered housing schemes.
- support or emergency accommodation
- a rent to buy property.

4.3 Before the tenancy is granted, we will inform the prospective tenant of the implications of being granted a starter tenancy, in the way set out in our Starter Tenancy Procedure. In particular we will ensure that the customer understands:

- the importance of the new tenancy visits and contacts made by our officers.
- that during the trial period, possession can be obtained by serving a 2-month section 21 notice without proving a ground for possession.
- the reasons why the tenancy may not convert to an assured tenancy.
- that the starter period of 12 months may be extended by a further 6 months and the circumstances when this may occur.
- that they have a right to review the decision to extend the starter period and what the process is.
- that they have a right to review the decision to end the starter tenancy and what the process is.
- that they have fewer rights during the starter period compared to assured tenancies.

4.4 If the prospective tenant has been identified as vulnerable or has support needs, we will ensure that appropriate additional support is offered to meet the needs of these individuals to help them comply with the conditions of their tenancy both during the starter period and after the tenancy converts to an assured tenancy. This could include ensuring that there is appropriate financial and personal support in place either via statutory or third-party agencies.

5.0 Monitoring and Supporting Starter Tenants

5.1 In order to achieve sustainable tenancies and communities, we recognise that monitoring the conduct of starter tenants and providing support is fundamental to the operation of starter tenancies, particularly during the early stages of the tenancy.

5.2 We will monitor starter tenancies by carrying out a new tenant home visit during the first 6 weeks of the tenancy, followed by at least 2 further contacts during the starter period including any extension period. In this way, any problems that may be occurring can be identified and acted on early in the tenancy.

5.3 We will use the home visit as an opportunity to ensure that where appropriate, tenants are supported to help them successfully sustain their tenancies and signpost to external agencies when required. We will reinforce to tenants their requirements to comply with the terms of the tenancy and the action Broadacres can take should they fail to comply.

5.4 In all cases we will use the starter period to build a positive relationship with our tenants by providing information, advice and support as needed, ensuring that services are accessible.

6.0 Breach of Tenancy During Starter Period

6.1 Where any breaches of the starter tenancy agreement are reported or identified, we will take prompt and appropriate action to investigate them in accordance with our tenancy management procedures.

6.2 We will inform the tenant that if breaches persist that their tenancy could be extended as a starter tenancy or brought to an end by serving a Section 21 Notice and obtaining an order for possession.

6.3 When breaches are persistent an action plan may be drawn up with the tenant which must be documented and signed. The action plan must outline expected behaviours in relation to the tenancy agreement, along with timescales for resolution and will be monitored and reviewed.

6.4 Where breaches of the starter tenancy persist or there is a serious breach of the tenancy, we will consider extending the starter period or ending the tenancy if deemed necessary.

7.0 Extending a Starter Tenancy

7.1 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 the tenant 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 in 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 6 months.

7.2 It would for example be appropriate to extend the tenancy if there is an ongoing investigation into anti-social behaviour caused by the household, and this behaviour has not been remedied, nor do we believe the matter will be remedied by the end of the starter tenancy period.

7.3 If we extend the starter period of the tenancy, we will send a Notice to Extend letter to the tenant before the expiry of the starter period, explaining the reason for extending the starter period of the tenancy. As the tenant must be given a right to review the decision to extend the starter period, information on the review process will be provided when the Notice to Extend is served on the tenant.

7.4 If the Notice to Extend is not served on the tenant before the starter period has ended then the tenancy will convert to an assured tenancy if the conditions set out in the tenancy for automatic conversion are fulfilled.

8.0 Conversion of a Starter Tenancy

8.1 If the starter tenancy has been conducted satisfactorily, the starter tenancy will automatically convert to an assured tenancy to take effect at the end of the 12-month starter period or 18 months if the tenancy has been extended. A confirmation letter will be sent to the tenant after the expiry of the starter period.

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

9.0 Ending a Starter Tenancy

9.1 We will make every effort to assist Starter Tenants to sustain their tenancies through scheduled visits, early interventions and clear communication of remedies for breaches of tenancy. In cases where a tenant may be vulnerable, we will ensure that appropriate additional support is offered and that referrals to other agencies are considered.

9.2 If a serious breach of the starter tenancy has occurred and where attempts to resolve the breaches of tenancy have failed, as a last resort we may seek to bring the tenancy to an end before or at the end of the starter period by serving a Section 21 Notice on the tenant. We are also able to serve a notice of seeking possession in accordance with section 8 of the Housing Act 1988 if we are able to prove one or more of the grounds for possession set out in Schedule 2 to the Housing Act 1988.

9.3 A Section 21 Notice can be served on a tenant at any time after the first 4 months of the tenancy have elapsed. Consequently, possession proceedings cannot be started until at least 6 months after the tenancy start date.

9.4 If a Section 21 Notice is served on a tenant, we will give the tenant the right to request a review of the decision to bring the tenancy to an end. We will therefore provide the tenant with information on the review process when the Section 21 Notice is served on the tenant.

9.5 If the property has not been vacated on the expiry of the Section 21 Notice, we will begin Accelerated Possession Proceedings to obtain a court order for possession.

9.6 Where a starter tenancy is at risk of coming to an end, with the tenants consent we will enact the Commitment to Refer by informing the relevant partner agencies, such as the relevant local authority homeless or housing options teams to inform them of any potential possession. This will also enable them to fully support the tenant and ensure their options are made clear should their tenancy end.



10.0 Starter Tenancy Reviews

10.1 We will provide access to a fair and transparent process for Starter Tenants who wish to seek a review of the decision to terminate or extend the starter period of their tenancy. Information on the review process will be provided when the Section 21 Notice or Notice to Extend is served.

10.2 Starter Tenants will have 14 days within which to request a review in writing following service of either Notice. An advocate supporting the tenant can make the review request or it can be written by a representative organisation such as the Citizen's Advice Bureau. The review of the decision will be heard by two managers who have had no prior involvement in their case. Where a review is not upheld, action to extend or end the Starter Tenancy will continue.

10.3 The review of the decision must take into account:

- The proportionality of the action against the starter tenant i.e. possession action is proportionate to the breach of tenancy.
- The action against the starter tenant is consistent with assured tenants for the same breach.

11.0 Service Standards

- We will provide Starter Tenants with information about their rights and responsibilities at the start of their tenancy.
- We will attempt to visit all new tenants within 6 weeks of them moving in.
- We will not discriminate against Starter Tenants or treat them less favourably than an assured tenant.
- Additional support will be provided to vulnerable customers where possible by our Housing Support Officers, Mental Health Support Workers or from a member of our Learning Disabilities Team.
- We will contact Starter Tenants at least twice during the starter tenancy, in addition to the new tenant visit, to review how the tenancy is being conducted.
- We will give at least 14 days' notice from the service of a Section 21 Notice, to appeal the decision to terminate/extend the Starter Tenancy.
- A decision will be reached by the appeals panel and communicated in writing to the tenant at least two weeks before the expiry of the Section 21 Notice or the original end of the starter period.
- We will serve Section 21 Notices for serious nuisance, anti-social behaviour and rent arrears or other significant breaches of tenancy.

12.0 Vulnerable Customers Statement

12.1 We are committed to developing an equal and diverse culture where people are valued from all sections of society. We therefore oppose any form of discrimination in service delivery and employment practice. We aim to treat all customers fairly and we will look to tailor our policies, procedures, and services to meet the needs of all our customers.

12.2 Where we identify a customer who is vulnerable by reason of age, disability or illness, we will look to make reasonable adjustments to our services accordingly to meet the needs of these individuals. This may include altering the way we communicate with a customer or adjusting the service we offer to that person. Each case will be judged on its individual merit to avoid a one size fits all approach. We will monitor our services regularly to ensure we are meeting all our customers' needs and make any adjustments required to improve and enhance the service we deliver.

13.0 Key Performance Indicators

13.1 We will monitor performance against the following key performance indicators:

- Percentage of starter tenancies sustained in the first 12 months.
- Percentage of new tenancy visits completed within 6 weeks of the tenancy start date.
- Percentage of starter tenants to have received 2 contacts in 12 months of the tenancy (not including the new tenant visit).
- Number and proportion of failed tenancies by reason of failure.
- Percentage of starter tenancies extended.
- Number of reviews received and percentage upheld.

13.2 Where relevant information is available, we will benchmark our performance against other organisations to ensure the highest standards of service delivery.

14.0 Consultation and Review

14.1 We will consult our key stakeholders, partners and customers on this policy. We will undertake a review of this policy whenever there are any relevant changes to legislation, regulatory requirements, case law or good practice that would impact on this policy. As part of our commitment to continue this improvement we will monitor satisfaction levels and use customer feedback to improve our service. We will also provide regular performance reports to our Leadership Team, and our Customer Experience Committee and an annual summary for the Board of Management and our other key stakeholder groups.

15.0 Publicity

15.1 We will publicise this Policy in a number of ways including on our website. We will make this Policy available in different formats to suit the needs of our customers.

16.0 Confidentiality and Data Protection

16.1 We will follow all relevant data protection legislation particularly in relation to requests for information from third parties.

16.2 We are committed to protecting and respecting our tenants and customers privacy. Our privacy policy will inform tenants/customers how we look after their personal data, tell them about their privacy rights and how the law protects them. A full copy of our privacy statement is available on our website www.broadacres.org.uk.

17.0 Responsibility

17.1 Overall responsibility for this policy sits with Broadacres Board of Management and our Senior Leadership Team. The Head of Customer Experience Housing and Support is responsible for the implementation, delivery and review of this Policy.

18.0 Legal and Regulatory Framework

18.1 We will ensure that this policy complies with all relevant legislation and takes account of best practice.

18.2 The relevant legislation is primarily:

- Housing Act 1985, 1988 and 1996
- Protection from Eviction Act 1977
- Localism Act 2011
- Equality Act 2010
- Human Rights Act 1998
- The Prevention of Social Housing Fraud Act 2013
- Data Protection Act 2018 and the UK General Data Protection Regulation
- The relevant regulatory position is found in the Tenancy Standard of the Regulator's Regulatory Framework.

19.0 Related Documents

- Starter Tenancy Agreement
- Starter Tenancy Procedure
- Allocations Policy
- Tenancy Policy
- Anti-Social Behaviour Policy
- Income Management Policy





Broadacres Housing Association
Broadacres House
Mount View
Standard Way
NORTHALLERTON
North Yorkshire
DL6 2YD

TEL: 01609 767900 EMAIL: info@broadacres.org.uk

www.broadacres.org.uk

Broadacres Housing Association Limited is an exempt charity. It is a registered provider of social housing (**registration number LH4014**), regulated by the Regulator of Social Housing, and is a registered society under the Co-operative and Community Benefit Societies Act 2014, **society number 27656R**.