

# Housing Operations

## Policies & Procedures



## Starter Tenancy Policy

1	Purpose of Policy
1.1	Watford Community Housing ('WCH') is committed to building strong, friendly and sustainable communities.
1.2	A part of this is to ensure that new tenants are both aware of their tenancy responsibilities and are appropriately supported to enable them to sustain their tenancy. The use of starter tenancies enables us to identify problems or support our tenants needs at an early stage and to work with partners to make effective interventions. In cases where there has been a significant breach of the tenancy agreement, the organisation can take steps to end the tenancy if this is in our wider interests or that of our local communities.
1.3	We will use starter tenancies as an opportunity to build a positive landlord and tenant relationship by providing information, advice and support as needed.
2	Legislative & regulatory requirements
2.1	<b>Legislation</b>  Housing Act 1988 as amended by the Housing Act 1996 Localism Act 2011 Housing & Planning Act 2016 Social Housing Act 2023
2.2	<b>Regulatory</b>  2.2.1 RSH Framework: <ul style="list-style-type: none"> <li>• Tenancy Standard (<u>Feb 2024</u> – required outcomes 1.3.1, 1.3.2, specific expectations 2.3.1 &amp; 2.3.4)</li> </ul> 1.3.1 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.  1.3.2 They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.  2.3.1 Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud

	2.3.4 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.
<b>3</b>	<b>Scope &amp; definitions</b>
3.1	A starter tenancy is a form of probationary tenancy granted to new social rent tenants for General Needs (including Joint Ventures) and Independent Living accommodation for an initial <b>12 month period</b> , which is extendable to a maximum of <b>18 months</b> if we have concerns about any aspect of how the tenancy is being conducted. The <b>12 month</b> (or <b>18 month</b> if appropriate) period is referred to below as the “Starter Tenancy Period”.
3.2	A Starter Tenancy is a type of assured shorthold periodic tenancy which housing associations can offer to new tenants. Provided the starter tenancy has been conducted satisfactorily, after the Starter Tenancy Period, the tenant will be signed up to the appropriate form of tenancy (see para. 3.5 below). If the Starter Tenancy has been deemed to have been conducted unsatisfactorily then the starter tenancy may be terminated. (See the termination of tenancy procedures mentioned below at 4.3.8)
3.3	<p>Starter Tenancies do not apply (and should not be offered) to:</p> <ul style="list-style-type: none"> <li>Existing social housing tenants who have held an Assured or Secure Registered Social Landlord or Local Authority tenancy immediately prior to being offered a tenancy with us; or Successor tenants of existing Assured (Non-Shorthold) Tenancies (see the Succession Policy available on Grapevine for further information).</li> </ul>
3.4	New tenants will be issued with a Starter Tenancy Agreement. This means that for the first <b>12 months</b> (or <b>18 months</b> as appropriate) of the tenancy, the tenant holds an Assured Shorthold Tenancy.
3.5	At the end of the <b>12 month</b> Starter Tenancy period should the tenancy have been conducted satisfactorily during this Period, the tenant will automatically be granted an Assured (Non-Shorthold) Tenancy (Independent Living & FlexiCare).
3.6	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 <b>12 months</b> . The majority of tenants will cause no problems and will be given a more secure form of tenancy at the end of the Starter Tenancy Period.

<b>4</b>	<b>Essential background details</b>
4.1	<b>Rights of starter tenants</b>
4.1.1	<p>New tenants will be given an Assured Shorthold Starter tenancy agreement at the start of their tenancy. This has fewer rights than an Assured (non shorthold or Fixed Term Assured Shorthold tenancy. Starter tenants have the same access to all our services but do not have the following rights:</p> <ul style="list-style-type: none"> <li>• Right to Mutual Exchange or transfer;</li> <li>• Right to Buy/Acquire;</li> <li>• The right to assign the tenancy;</li> <li>• No succession rights for family members;</li> <li>• No right to take lodgers;</li> <li>• No rights to make alterations or improvements; and</li> <li>• No right to claim compensation for home improvements.</li> </ul>
4.1.2	<p>The grounds for ending an Assured Shorthold Tenancy are different to ending an Assured Tenancy or Fixed Term Tenancy. See our Termination of Tenancy Procedures for further detail.</p>

4.2	<b>Breach of Tenancy Agreement During the ‘Starter’ Period</b>
4.2.1	Nb. Whilst on the Starter Tenancy, no notices can be served within the first <b>4 months</b> .
4.2.2	During the Starter Tenancy Period the Housing Officer will closely monitor the tenancy to identify any breaches and to raise these with the tenant to warn them of potential legal action or to extend or end the tenancy at the end of the Starter Tenancy period. This will include any rent arrears or poor payment history.
4.2.2.1	<p>If there are any breaches of tenancy, we can take legal action before the end of the Starter Tenancy Period if:</p> <p>a) The tenant, members of their household or visitors to the property have committed acts of antisocial behaviour. In line with the tenancy agreement, this includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• Actual or threatened violence against people or property;</li> <li>• Harassment or Hate Crime – see also section 3.2 below;</li> <li>• Criminal activity;</li> <li>• Threats, intimidation or verbal abuse;</li> <li>• Vandalism, graffiti and other criminal damage;</li> <li>• Drug and alcohol related nuisance;</li> <li>• Vehicle-related nuisance;</li> <li>• Fly-tipping;</li> <li>• Noise; or</li> <li>• Uncontrolled pets and pet nuisance.</li> </ul> <p>b) The tenant has breached any other tenancy condition including but not limited to;</p> <ul style="list-style-type: none"> <li>• Dumping rubbish or making graffiti;</li> <li>• Keeping pets without our consent where required and/or not keeping pets under control;</li> <li>• Persistently repairing or keeping motor vehicles at the property;</li> <li>• Engaging in a commercial business at the property without our consent (where required);</li> <li>• Failing to keep the property in proper condition and repair or refusing us or our contractors access to the property to remedy defects; and</li> <li>• Subletting or abandonment</li> </ul> <p>c) The tenant is in arrears of more than <b>4 weeks</b> of the rent due but has either refused to make a repayment agreement or the agreement has not been complied with and the arrears are escalating.</p>
4.2.3	If the tenant appears to have breached their tenancy conditions, we will investigate the matter to establish the facts, including any mitigating circumstances or issues of vulnerability (see our Vulnerable Tenants Policy & Procedure).

4.2.4	There are a number of interventions we can consider, depending on the severity of the breach, such as mediation or agreeing an action plan. Where the breaches are unlikely to be addressed by an intervention, we may serve a 'Notice Requiring Possession' under Section 21 of the Housing Act 1988. After <b>2 months</b> 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.
4.2.5	If the tenant is in rent arrears, but the arrears are under <b>4 weeks</b> of the rent being due and they are keeping to a repayment agreement we may serve a 'Notice of Seeking Possession' and ask the courts to make an order for payment, rather than ending the tenancy. This decision is to be discussed and agreed by the Area Housing Manager and the Housing Operations Manager. The reason for the decision is to be recorded on the tenant's file.
4.2.6	In any case where we are contemplating terminating a starter tenancy, our Termination of Tenancy Procedures should be followed in full.

4.3	<b>End of a Starter Tenancy</b>
4.3.1	We will review the tenant's conduct throughout the Starter Tenancy Period and if there are concerns, they will be raised with the tenant and advised of the implications for the tenancy. At the end of the Starter Tenancy period, we will decide whether or not to end the tenancy or to grant the tenant a more secure form of tenancy (see section 3.5 above) based on whether there have been significant or persistent breaches of tenancy (see section 4.3).
4.3.2	The Area Housing Manager or equivalent senior officer must authorise the ending, extending or granting of a new tenancy.
4.3.3	There should not be <b>any arrears</b> on the account prior to the tenant being signed up to a new tenancy. In extreme situations, we may consider creating an agreement should there be a payment plan being adhered too, for more information see the Rent Arrears Recovery Procedure and Income Collection Procedures.
4.3.4	Consideration should be given to the vulnerability of the tenant or household members as per our Vulnerable Tenants Policy & Procedure.
4.3.5	We may also choose to extend the Starter Tenancy Period for a further 6 months where there have been any breaches or concerns during the Starter Tenancy period which have not been sufficiently serious to warrant possession action. This decision is to be discussed and agreed by the Area Housing Manager. The reason for the decision is to be recorded on the tenant's file.
4.3.6	If we decide to end the tenancy, we will serve a 'Notice Requiring Possession' (under Section 21 of the Housing Act 1988) which will give <b>2 months</b> before we take court proceedings. This means that after the <b>2 months</b> , we can apply to the courts who must give us possession of the property. The reason for the decision is to be recorded on the tenant's file.
4.3.7	Where the tenant is not being granted a more secure form of tenancy, the tenant will be advised in writing, with a full explanation of the reasons for this, <b>before the end of the first 10 months of the tenancy</b> . This status will be reviewed every <b>3 months</b> .
4.3.8	In any case where we are contemplating terminating a starter tenancy, our Termination of Tenancy Procedures should be followed in full. We must ensure at this point we keep in mind our commitment to Homes for Cathy which can be reviewed at: <a href="https://homesforcathy.org.uk/commitments">https://homesforcathy.org.uk/commitments</a> .

4.4	<b>Appeals</b>
4.4.1	Tenants have the right of appeal against a Watford Community Housing decision to terminate a Starter Tenancy. Tenants will be advised of this right in the termination letter which will set out the administrative arrangements for requesting and conducting a review. The tenant(s) can request an oral hearing.
4.4.2	<p>If we receive a request to review the decision to terminate the Starter Tenancy within <b>10 working days</b> of the date of the termination letter, , it will be referred to the Housing Panel to review (see our Housing Panel Guidance Notes available on Grapevine). The Housing Panel should not include the person making the original decision. The Housing Panel will:</p> <p>a) Undertake within <b>21 working days</b> of the request a review to establish whether the decision to terminate the tenancy has been made in accordance with this Policy; and</p> <p>b) Notify the tenant(s) in writing within <b>10 working days</b> of the review of the decision on the review and, if the decision is to confirm the original decision, the reasons for the decision.</p>
4.4.3	The administrative arrangements for requesting and conducting a review will be set out in the termination letter. It is the applicants' responsibility to seek independent housing advice, which will be clearly stated in the termination letter.
<b>5.</b>	<b>Diversity and Inclusion Considerations</b>
5.	WCH will act fairly and consistently in the application of this Policy and will not discriminate against any person on the grounds of their age, race, ethnicity/nationality, gender, religion, sexual orientation, marital/civil partnership status, pregnancy status or disability.
<b>6.</b>	<b>Monitoring &amp; reporting</b>
6.1	Performance will be monitored as part of the departmental performance management arrangements with any underperformance being reported to the Neighbourhood Services Manager.
<b>7.</b>	<b>Related documents</b>
	Access to Housing Policy Tenancy Policy Termination of Tenancy Procedures Anti-Social Behaviour Policy & Procedure Domestic Abuse Policy Harassment & Hate Crime Policy Vulnerable Customers Policy & Procedure Diversity & Inclusion Policy Customer Feedback Policy & Procedure Housing Panel Guidance Notes Rent Arrears Recovery Procedure Income Collection Procedure
<b>8.</b>	<b>Approval</b>
By:	Assistant Director of Housing
Approval date:	March 2024
Review Date:	March 2028
Procedure 'owner'	Housing Operations Manager

