Starter Tenancy Policy

Scope of Policy

This policy sets out Platform Housing Group's (the Group) approach to the allocation and management of Starter tenancies.

Applicability

The policy applies to all members of the Group.

1. Policy Statement

1.1 This policy sets out the Group's approach to offering and managing Starter tenancies, including how a Starter tenancy can be ended.

1.2 Starter tenancies will provide customers with the opportunity and encouragement to demonstrate that they are able to sustain a tenancy and comply with the conditions of a tenancy agreement.

1.3 Starter tenancies will allow the Group to take enforcement action to tackle breaches of tenancy and to protect the communities in which it manages homes, where it is reasonable, proportionate, and justified.

2. Context

2.1 A Starter tenancy is a Periodic Assured Shorthold tenancy that runs initially for a period of 12 months, although it can be extended for a further 6 months.

If the tenancy is conducted satisfactorily, it will automatically convert to an Assured tenancy after 12 months unless it is ended or extended in line with legal requirements.

2.2 A customer with a Starter tenancy who has broken the conditions of their tenancy agreement may have their tenancy ended 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.

2.3 Registered providers shall offer tenancies or terms of occupation which are compatible with the:

- purpose of the accommodation
- needs of individual households
- sustainability of the community
- efficient use of their housing stock

2.4 All new customers who have not held an Assured or Secure tenancy directly before signing a tenancy agreement with us will be given a Starter tenancy. Where there is a serious or persistent breach of tenancy in the starter period, we may either extend the starter period or end the tenancy.

2.5 During a starter tenancy, customers do not have all of the rights that they would otherwise have as an Assured tenant. For example, they will not be able to:

- move by way of mutual exchange
- assign the tenancy unless by way of Order of the Court
- purchase their property
- transfer to another property – except in exceptional circumstances

3. Policy Details

3.1 Operation of a Starter Tenancy

3.1.1 Starter tenancies will be granted to all new customers in general needs and specialist housing accommodation unless the applicant held, immediately prior to a tenancy being offered, an Assured or Secure tenancy.

3.1.2 Customers will be granted a monthly Periodic Assured Shorthold tenancy and this will become an Assured Non-Shorthold tenancy 12 months after commencement of the tenancy (or at the end of the period of extension) unless before that date, we have:

- served a notice under Section 8 of the Housing Act 1988; or
- served a notice under Section 21 of the Housing Act 1988; or
- notified the customer in writing that the tenancy period is to be extended (tenancy cannot be extended beyond 18 months of commencement).

3.1.3 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.
- 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.
- Any extension period has ended, and we have not taken any legal action.

3.1.4 During the starter period any tenancy breaches will be managed in line with our tenancy management policies, but customers will be reminded that they are within their starter period and the consequences of not keeping to the tenancy terms and conditions.

3.2 **Conversion of a Starter Tenancy**

3.2.1 Where there has been no breach of the terms of the tenancy agreement identified, the tenancy will automatically convert to an Assured Non-Shorthold tenancy at the end of the 12 month probationary period. A confirmation letter would ordinarily be sent to the customer after the expiry of this period.

3.2.2 Where the tenancy converts into an Assured Non-Shorthold tenancy, there is no need to issue a new tenancy agreement.

3.3 **Extending a Starter Tenancy**

3.3.1 Where the conduct of a tenancy has not been managed satisfactorily, it may be deemed reasonable and justifiable to extend the probationary period. Through extending the probationary period, it is intended to provide the customer with an opportunity to remedy the breach of tenancy and modify their behaviour and demonstrate that they are able to adhere to the terms and conditions of their tenancy agreement. The maximum period a Starter tenancy can be extended is six months.

3.4 **Ending a Starter Tenancy**

3.4.1 Starter tenancies are effectively Periodic Assured Shorthold Tenancies during the first 12 months, therefore may be terminated within this probationary period by service of a Section 21 Notice (this cannot be served within the initial 4 months), providing 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.

3.4.2 Where a serious breach of tenancy has occurred, we reserve the right to commence possession proceedings against the tenancy without delay.

3.5 **Appeals**

3.5.1 Following service of a Section 21 Notice, the customer will have the right of appeal and review against the decision to end their tenancy. This appeal must be made within 14 days of receipt of the Notice.

To appeal, the customer is required to outline the reasons in writing as to why we should reconsider issuing a Section 21 Notice. An advocate supporting the customer can assist with the appeal or it can be written by a representative organisation.

Upon receipt of the appeal, it will be reviewed by the Director of Operations or suitable alternative, who has not been involved in the decision to end the tenancy who will fully investigate the reasoning for the Notice being served and take into consideration the content of the appeal. They will provide the customer with a written response based on the evidence available within 28 days of receipt of the appeal.

4. Equality and Diversity

4.1 We are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history, as referred to in our relevant Group policies.

Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly and reasonable adjustments will be made to the policy to recognise, accommodate and support individual needs, where needed.

4.2 Impact assessments in relation to data protection and equality are to be considered and completed, if necessary.

5. Complaints

5.1 We aim to meet the needs of our customers by providing an excellent service. However, it is acknowledged that occasionally things go wrong and customers may wish to complain. Should the need arise to make a complaint, please refer to the Group's Complaints, Comments and Compliments Policy.

6. Monitoring and Review

6.1 Key performance information will be provided to the Senior Leadership Team which will determine the effectiveness of this policy.

This policy will be reviewed every three years or on the introduction of new legislation, best practice guidelines or operational changes, whichever is sooner.

6.2 Approved documents are valid for use after their approval date and remain in force beyond any expiry of their review date until a new version is available.

7. Associated Documents

7.1 List of documents - associated policies, procedures and publications:

- Anti-Social Behaviour Procedure
- Hate Crime Policy
- Safeguarding Children, Young People and Adults at Risk Policy and Procedure
- Data Protection Policy
- Lettings Policy
- Customer Domestic Abuse Policy and Procedure
- Condition of Property Procedure
- Complaints, Comments and Compliments Policy

- The Tenancy Agreement
- Anti-social Behaviour, Crime and Policing Act 2014
- Anti-social Behaviour Act 2003
- Equality Act 2010
- Housing Acts 1985, 1986 and 1988
- Modern Slavery Act 2015
- Children Act 2004
- Data Protection Act 2018
- Human Rights Act 1998
- Police and Justice Act 2006
- Homeless Reduction Act 2017
- Neighbourhood and Community Standard
- Tenancy Standard

Author:	Neil Greaves
Document type:	Policy
Version 1:	Final
Version 1 **Approved by:** **Approved date:** **Release date:**	 Performance & Risk Forum 18/12/2023 19/12/2023
Customer Voice Panel:	No
Next review date:	12/2026
DPIA completed:	TBC
EIA completed:	TBC