

# STARTER TENANCY POLICY

## 1. POLICY OBJECTIVE

- 1.1 The Association's introduction of starter tenancies was designed to ensure that neighbourhoods remain safe, clean and pleasant places to live. Anti-Social Behaviour (ASB), or other serious or persistent breaches of tenancy including rent arrears, will result in action being taken to extend or terminate the starter tenancy
- 1.2 The Association will endeavour to work with starter tenants and other agencies or parties as appropriate to ensure effective tenancy management but in some situations this may not be possible and the Association may be left with no other option but to move to terminate the starter tenancy.

## 2. GRANT OF STARTER TENANCY

- 2.1 The Association will grant its tenancies with a twelve month starter period as standard. A blank copy of the tenancy agreement will be provided to successful applicants either by post or by email in advance of signup so that they are able to familiarise themselves with it.
- 2.2 At the signup appointment the incoming tenant will be asked to sign a personalised copy of the tenancy agreement, in addition to which the incoming tenant will be provided with a new tenancy pack, including but not limited to the AllPay Information Sheet, Direct Debit form, Permission for Pets form and Income and Arrears Policy.
- 2.3 An up to date Energy Performance Certificate and, where relevant, Gas Safety certificate will also be provided to the incoming tenant on signup as part of the new tenancy pack.
- 2.4 The new tenancy pack will also contain a signup checklist which the Regional Housing Manager will complete with the incoming tenant confirming that the relevant documentation and information has been provided.

## 3. EXTENSION OF STARTER PERIOD

- 3.1 The starter tenant will be subject to and agrees to adhere to all of the Association's policies and procedures as well as the obligations contained within the tenancy agreement itself.
- 3.2 Any breaches or reported breaches of tenancy will be investigated by the Regional Housing Manager and the necessary support provided. Any breaches will be logged and a record kept of any such incidents along with the actions taken by the Regional Housing Manager and the Association, including but not limited to Good Neighbour Agreements, injunctions etc.
- 3.3 If necessary, typically due to significant and/or persistent breaches of the tenancy agreement during the first twelve months, in consultation with the Head of Housing Services the starter period will be extended by a further six months. The Regional Housing Manager will write formally to the tenant no later than one month prior to

the end of the initial twelve month starter period to advise of the extension. An up to date EPC and Gas Safety Certificate (if appropriate) will need to be provided at that time.

- 3.4 In the event the starter period is extended for a further six months, at the end of the additional month period the tenancy will either be converted to an assured tenancy or steps will be taken to bring the tenancy to an end.

#### 4. TERMINATION OF STARTER TENANCY

- 4.1 As a last resort, due to persistent or significant breaches the Association will consider termination of the starter tenancy.
- 4.2 The Regional Housing Manager will consult with the Head of Housing Services to determine whether the appropriate course of action is to serve a Notice under Section 21 of the Housing Act 1988 requiring the tenant to give up possession of the property.
- 4.3 Once served the tenant will have a specified period of time in which to vacate the property. Should the tenant not vacate in that time then the Association will apply to court for the Notice to be enforced and the court will order the tenant to vacate.