STARTER TENANCY POLICY

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DOCUMENTATION MASTER SHEET

Amendments to this Document are Detailed Below.

Version Number	Date Amended	Comments	Date Approved	Author	Approved By
01	01/04/15	Updated following stock transfer - Conversion from Introductory Tenancy Policy to Starter Tenancy Policy	April 2015	T&H	Customer Forum
02	17/05/19	Routine review & rewrite	13/06/19	JH	Tenant Panel
03	June 2023	Routine review	25/07/2023	NB	SLT
04	April 2026	Routine review		NB	
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STARTER TENANCY POLICY

OVERALL AIM/INTRODUCTION

This policy sets out GCH's approach regarding Starter Tenancies ensuring that customers reasonably comply with their tenancy obligations and encourage them to build a relationship with us and the services that we provide.

Starter tenancies are different to other types of tenancies. They are a trial period for new customers to help them get off to a good start in their new home. They can also help ensure customers keep to their responsibilities, such as paying their rent on time, allowing access for repairs and safety checks and not causing a nuisance.

GCH has a responsibility under the Anti-Social Behaviour Act (2003) to implement policies aimed at the prevention of incidents of anti-social behaviour. Starter Tenancies are one way in which GCH can meet these requirements.

Where new tenants breach the conditions of their Starter Tenancy Agreement it can be used to ensure quick, reasonable and proportionate action is taken to end the tenancy.

The Starter Tenancy Policy will operate within the frameworks and standards set out within other key GCH Policies to ensure the fair and balanced treatment of individual tenants.

SCOPE OF POLICY

This policy is applies to all new customers to GCH who are moving into our General Needs or Independent Living homes.

It does not apply to existing customers of GCH who move within GCH with no break between tenancies.

LEGAL AND REGULATORY EXPECTATIONS

- Starter Tenancy Agreement
- The Housing Act 1988
- The Data Protection Act 2018
- Anti-Social Behaviour Act 2003
- Crime and Disorder Act 1998
- Housing Act 1996 (as amended by the Anti-Social Behaviour Act 2003)

- Anti Social Behaviour Crime and Policing Act 2014
- Equalities Act 2010
- Tenancy Standard

SERVICE STANDARDS

During the Starter Tenancy period we will routinely engage with customers to harness tenancy sustainment, provide help and support with any problems that may arise and ensure that the customer is aware of their tenancy obligations.

At the sign-up the new customer will have their tenancy agreement explained to them, including their rights and responsibilities as well as those of GCH. They will also be advised that during their starter tenancy period they will have:

- A welcome phone call within the first 2-4 weeks of the tenancy
- A home visit after 6 months
- A review of the tenancy after 9 months & follow up visit if required due to rent, ASB or condition of property related issues

If there are no issues, we will advise you that your tenancy will convert to an Assured tenancy.

However if there have been problems, such as rent arrears, irregular rent payments, refusing access for repairs or safety checks, anti-social behaviour or other tenancy breaches then we will either extend the starter tenancy for up to 6 months or start proceedings to end the tenancy.

If a decision is made by GCH to extend the starter tenancy, we will notify you in writing, the reasons why the tenancy has been extended and what action is needed to allow the tenancy to convert to an Assured tenancy at the end of the extension period.

If a decision is made by GCH to end the starter tenancy, GCH must give two months written notice to vacate the property under section 21 of the Housing Act 1988 (as opposed to relying on the relevant grounds for possession under Schedule 2 of the Housing Act 1988). Where a Section 21 notice has been served, customers have a right to request an internal review of that decision by an Operational Team Leader or Manager who has not previously been involved in the case. Customers have 14 days to request a review in writing setting out clear reasons for their appeal.

If after review, or in the absence of any request for a review, a decision is made to proceed, GCH will make an application to the County Court for a Possession Order which the Court must grant provided that the notice has been served correctly. These are mandatory grounds when presented at Court. Such an order may not take effect within the first six months of the tenancy.

GCH also reserves the right to issue a Notice of Seeking Possession on grounds 10 and 11 for non-payment of rent or on grounds 12, 14, 14a for other tenancy breaches including anti-social behaviour during the Starter Tenancy period. These are discretionary grounds under statute.

Starter tenants enjoy most rights held by Assured Non-Shorthold tenants. However, the Housing Act 1988 denies Starter Tenants several rights given to Assured Non-Shorthold tenants.

Starter Tenants do not have the right to:

- Exchange their property with any other Tenant (mutual exchange)
- Assign the tenancy, unless ordered by the Court
- Take in lodgers or sublet part of the property
- Make improvements/changes to the structure of the property
- Right to Buy or Right to Acquire (subject to eligibility requirements)

These rights are automatically gained when the Starter Tenancy becomes an Assured Non-Shorthold Tenancy at the end of the starter tenancy period, unless GCH has extended the tenancy or started action to end the tenancy.

CONSULTATION

The Lettings Team, Tenancy Sustainment Team, Income Team and Homes & Neighbourhood Teams have all been consulted in the review of this policy as they are the teams who are responsible for the management of this policy.

APPEALS

A customer has the right to appeal against a decision by GCH to serve a Section 21 notice to end their tenancy.

REVIEW

This policy will normally be reviewed triennially to ensure that it reminds fit for purpose, unless an earlier review is required due to regulatoy, statutory or other requirements.