



Starter (probationary) tenancy policy

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Responsible officer: **Head of Operations (Triathlon Homes)**
(Responsibility for proposing final draft, implementation and review)

Author: Policy and project officer

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Policy Review Statement - This policy will be reviewed at the date mentioned above or following legislative, organisational, or changes to good practice if sooner.

Registered address:

Triathlon Homes LLP, Fleet House, 59 - 61 Clerkenwell Road, London, EC1M 5LA

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1. Introduction

Triathlon Homes requires a clear and transparent policy setting out why it uses starter tenancies and who they will be issued to. This document also sets out the process and support Triathlon Homes is putting in place to assist the tenant to sustain their tenancy.

The purpose of a probationary tenancy is to give the new resident the chance to show that they are able to maintain a tenancy, including paying their rent. When a tenant therefore falls into rent arrears in the probationary period we will consider eviction action unless we consider there are exceptional circumstances for not doing so.

This policy applies to all new social rent tenancies as part of a comprehensive strategy for dealing with anti-social behaviour and other tenancy management issues. This policy does not apply to:

- Residents transferring to us from an existing social housing tenancy with another landlord, where that tenancy started prior to 2nd April 2012 and has not ended before we grant our tenancy;
- Existing social rent tenants who are no longer subject to a probationary period; or
- Successors to existing assured tenancies.

Triathlon Homes LLP ('Triathlon Homes') is the owner of 1,379 homes within East Village and is landlord to the occupiers of these properties and has appointed a Managing Agent to manage the properties on its behalf. The Managing Agent is also a member of the Housing Ombudsman Service.

All of Triathlon Homes' policies are its own, but are implemented by the Managing Agent on its behalf. Triathlon Homes' policies are required to comply with the Regulatory Standards of the Homes and Communities Agency.

2. Policy Statement

This policy aims to:

- Utilise Starter Tenancies to improve behaviour and assist us in managing tenancies;
- Give clarity as to when, where and why Triathlon Homes will use Starter Tenancies.
- Set out when Starter Tenancies will be extended, ended or converted.

2.1 What is a Starter Tenancy?

A starter tenancy is a form of probationary tenancy granted to new social rent tenants for an initial 12 month period, which is extendable to 18 months if we have concerns about aspects of how the tenancy is conducted. Triathlon Homes grants two types of Starter Tenancy:

2.1.1 Assured Shorthold (starter) tenancy – leading to an Assured (periodic) Tenancy.

For the first 12 months the starter tenancy is an Assured Shorthold Tenancy.

After the 12 month period, or 18 months if the probationary period has been extended, provided there has been no breach of the tenancy agreement, Triathlon Homes would normally convert the tenancy into an Assured (periodic) Tenancy.

We will however consider ending the tenancy if a breach has occurred.

2.1.2 Fixed Term Assured Shorthold Tenancy

This tenancy has a probationary period of 12 months.

At any time during the tenancy including the probationary period, we can end the tenancy by serving a Break Notice if there has been a breach in the way the tenancy has been conducted.

For a Fixed Term Assured Shorthold Tenant, provided there has been no breach of the tenancy, the Fixed Term will normally continue for a further 5 years.

In exceptional circumstances we may vary the term of our Fixed Term tenancies explaining to the tenant at tenancy sign up the reasons why we have done so.

2.2 **In what circumstances will the Starter Tenancy be ended?**

Triathlon Homes will take steps to end a Starter Tenancy when the breach occurs unless the tenant rectifies the breach. This includes anti-social behaviour, failure to pay rent, unlawful subletting of the property, or any other breach of tenancy.

3. Context

3.1 Legislative and contractual

- Regulatory Framework for social housing in England.
- Disability Discrimination Act 1995, Equality Act 2010.
- Section 179 of the Housing Act 2004.
- Anti Social Behaviour Act 2003.
- Housing Act 1996.
- Housing Act 1988.
- Triathlon Homes Management Agreement.
- HCA Grant Agreement.

3.2 Links to other policies and strategies

- Anti social Behaviour Policy.
- Equality and Diversity Policy.
- Income Collection (rent + service charge)
- Resident Alert & Caution Policy.
- Allocations Policy.

4. Method Statement

4.1 Entering into a Starter Tenancy:

All applicants and new tenants will be provided with clear information about Starter Tenancies, in writing, at their initial interview and at tenancy sign-up.

The new tenant will also be told how the tenancy will be monitored over the coming 12 months: including contact at 3, 6 and 9 month intervals.

4.2 Pre-tenancy support

We will ensure that prospective tenants are capable of successfully conducting a tenancy by:

- Assessing the person's vulnerability and making a referral to floating support services where required;
- Giving advice and explanation on the terms of the tenancy at sign-up; and
- Giving advice on how to pay the rent, calculating benefit entitlement and advice on Housing Benefit/Universal Credit.

4.3 Tenancy support

4.3.1 Monitoring

In order for Starter Tenancies to be effective it is vital that they are monitored and the tenant is given appropriate support to address any breaches and sustain their tenancy during the 12 month period. During the Starter Tenancy period, we will support the tenant to maintain their tenancy by:

- **Visiting residents at the three, six and nine month intervals.**

All visits will be pre-booked and appointments confirmed by letter at least two weeks in advance. Tenants will receive a courtesy telephone/text message the day before, confirming the date and time of the appointment.

At each visit we will raise with tenants any concerns we may have regarding how their tenancy is conducted and will outline expectations in terms of rectifying concerns. The outcome of each visit will be confirmed to the tenant in writing within 5 working days of the visit including confirming in writing any breaches discussed and actions for the resident to rectify within a set timescale.

At the 9 month stage we will indicate our intentions to:

For Assured Shorthold (starter) Tenancies

- confirm their tenancy and convert it to an Assured (periodic) Tenancy; or

For Fixed Term Assured Shorthold Tenants

- Allow the remaining 5 year term to continue.

Alternatively, if we have some concerns about some aspects of how the tenancy is conducted we may, for both Assured Shorthold Starter and Fixed Term tenancy types:

- Extend the starter period and agree a time limited compliance plan with the tenant; or
- Decide the tenancy is not sustainable and commence legal action.

We will write to the resident to confirm the determination.

4.3.2 If we have extended the starter period and this extension period is coming to an end we will review how the tenant has conducted the tenancy since the extension and will either:

For an Assured Shorthold (starter) Tenancy:

- confirm their tenancy and convert it to an Assured (periodic) Tenancy; or
- Decide the tenancy is not sustainable and commence legal action to end it.

For a Fixed Term Assured Shorthold Tenancy:

- Allow the remaining period of the fixed term to continue; or
- Decide the tenancy is not sustainable and commence legal action to end it.

4.3.3 **Tenancy Support**

We will:

- Deal with vulnerability issues sensitively, considering alternative courses of action and the use of appropriate support; and
- Identify and make referrals to internal and external support services.

4.4 **Breaching Starter Tenancy conditions**

4.4.1 We will consider each case on its merits; the tenant will be advised in writing of the breach and asked to attend an office or home interview to discuss in more detail.

4.4.2 Evidence from staff, residents or other third parties can be taken into account when considering a breach of tenancy.

4.4.3 The tenancy file should contain details of the breaches of tenancy conditions, communications with the tenant and efforts to resolve the situation, before the issue of proceedings.

4.4.4 Where breaches of tenancy have occurred and efforts to resolve them have failed we will issue proceedings.

4.4.5 If a tenant challenges the use of the Accelerated Procedure (see glossary) for obtaining possession, we may be required to produce evidence to show that the possession action is reasonable and proportionate in the circumstances.

4.5 **Enforcement**

4.5.1 Before taking any enforcement action we will thoroughly investigate and gather all available evidence.

4.5.2. Triathlon Homes takes tenancy breaches very seriously. Where we can, we will attempt to reach a satisfactory resolution without resorting to eviction. Eviction will always be a last resort and will need to be agreed by the Head of Operations.

4.6 **Rent arrears**

4.6.1 Where Starter Tenants incur rent arrears we will deal with them in accordance with Triathlon Homes' Arrears Policy. This could ultimately lead to eviction.

4.7 **Appeals**

4.7.1 Starter Tenants who have been served Notice have the right to appeal the decision. The Starter Tenant must contact Triathlon Homes within 14 days of receiving the Notice stating that an appeal is being sought.

4.7.2 The Appeal will be heard within 28 days. There will be one appeal hearing only. Triathlon Homes will set out a summary of information and send this to the tenant giving at least 14 days notice of the intended appeal hearing date.

4.7.3 The tenant has the right to attend the appeals panel, to be accompanied or represented by another person and to call supporting witnesses. All parties should be present in the room throughout the hearing, although there is no right to cross examine for either side.

4.7.4 Triathlon Homes will issue its decision in writing within 5 working days of the hearing or prior to the court hearing, whichever is sooner.

The appeals panel may:

For an Assured Shorthold Tenant:

- find in the tenant's favour and allow the Starter Tenancy period to continue or grant an Assured (periodic) Tenancy if the Starter Tenancy period has come to an end.

For a Fixed Term Tenant:

- find in the tenant's favour and allow the Starter Tenancy period to continue or confirm the Fixed Term Tenancy can continue to the end of the full fixed term if the Starter Tenancy period has come to an end;

Alternatively the appeal panel may:

- Allow/agree a further monitoring period within the original Starter Tenancy period;
- Agree with the original decision to bring the tenancy to an end by applying to court for a possession order; or
- Extend the Starter Tenancy for up to a further 6 months (to a maximum of 18 months from when the tenancy commenced) to give the tenant a final chance to moderate their behaviour.

NB: Where a Fixed Term Tenancy is extended the extension period beyond 12 months will be deducted from the remaining term should the Fixed Term period be subsequently granted.

4.8 Informing third parties

At the time the Notice is served both during and at the end of the fixed term:

- The local authority homeless unit will be informed in writing of our decision to serve Notice;
- The social services department will be informed in writing of our decision to serve Notice; and
- Any other agency involved will be informed in writing of our decision to serve Notice.

All tenants in danger of failing their tenancy will be advised to seek their own independent advice.

5. Monitoring the policy

This policy will be monitored by the Head of Operations who will review this policy periodically as set out above capturing best practice, customer feedback and legislative changes to inform this review.

5.1.1 Measures of success

The success of this policy will be measured through the sustainment and ultimate conversion of as many Starter Tenancies as possible to full Assured (periodic) Tenancies or Fixed Term Tenancies that continue into their full term.

6. Equality Needs Impact Assessment

An equality impact assessment of this policy will be undertaken by October 2014.

7. Glossary

Accelerated procedure - A court procedure that landlords can use if they want to evict an Assured Shorthold Tenant without having to prove a legal reason.

8. Accessibility of information/Publication

This policy will be accessible via the website.