

# Policy



## Tenure and Starter Tenancy

<b>Responsible Officer:</b>	ACE Neighbourhoods
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<b>Regulatory Standard</b>	Tenancy Standard
<b>Scope:</b>	Incommunities Ltd.

# Tenure and Starter Tenancy Policy

## 1.0 Statement of Intent

- 1.1 This policy sets out the types of tenancy that will be offered to tenants and the circumstances in which each type will be used. It is intended to ensure that;
- We comply with legal and regulatory requirements
  - The types of tenancies offered are clearly defined
  - The circumstances in which different tenancies are offered are clear, transparent and fair.
  - We respond to the needs and demands of our tenants
  - We make best use of our housing stock
- 1.2 Incommunities Ltd. will issue tenancies in accordance with the Regulators Tenancy Standard and in line with Bradford Council's Tenancy Strategy.

## 2.0 Starter Tenancies (Assured Shorthold)

- 2.1 Starter Tenancies are a form of Assured Shorthold Tenancy, as per the Housing Act 1988, that will convert automatically to Assured Tenancies if they have been conducted responsibly. The aim of Starter Tenancies is to improve the sustainability of tenancies and thereby contribute to the creation of settled and stable communities.
- 2.2 The use of starter tenancies and the processes associated with the management of starter tenancies are designed to reduce the incidence of anti-social behaviour, nuisance and other tenancy breaches in the first year of new tenancies. They will also enable us to deal with such conduct more quickly should enforcement action be required. This approach will be complemented by effective enforcement of tenancy breaches as considered appropriate together with any other measures to support or enforce compliance with the tenancy terms.
- 2.3 Starter Tenancies will enable Incommunities Ltd. to extend the starter period (of 12 months) for up to six months (18 months in total) where problems have been identified or to terminate the tenancy where the grounds outlined in this Policy exist. This policy outlines how Incommunities Ltd. will implement and manage starter tenancies and in what circumstances they will be extended or terminated.
- 2.4 We will grant starter tenancies to all new tenants as defined in this Policy.

## 3.0 Implementation

- 3.1 Subject to the exceptions set out below all new tenants of Incommunities Ltd. will be granted a starter tenancy.
- 3.2 Incommunities Ltd. will notify all applicants for accommodation that if suitable they will receive a Starter Tenancy and will inform them of the difference

between a Starter Tenancy and an Assured Tenancy, unless they meet one of the exceptions in paragraph 3.3.

### 3.3 Exceptions:

- 3.3.1 Existing tenants who are re-housed through Incommunities Housing Allocation Scheme will retain their existing tenancy status; if they were assured tenants they will receive an assured tenancy. If they were starter tenants and their tenancies have not yet converted they will receive a starter tenancy and the outstanding term of the starter period will remain the same as their previous tenancy.
- 3.3.2 Current tenants of another Registered Provider of Social Housing or Local Authority who held a secure or assured tenancy immediately prior to transferring to an Incommunities Ltd. tenancy will receive an Assured Tenancy.
- 3.3.3 If there is a gap, of any length of time, between the previous tenancy ending and the new tenancy commencing, the tenant will not retain their existing tenancy status and will receive a Starter Tenancy.
- 3.3.4 Tenants who succeed to a tenancy under the terms of an assured tenancy agreement and/or Incommunities succession policy will receive an Assured Tenancy.
- 3.3.5 The starter tenancy policy will not apply to mutual exchanges (starter tenants do not have the right to exchange).
- 3.3.6 Starter tenancies will not be granted to any tenancy offered through the Intensive Housing Management service, instead an Assured Shorthold Tenancy will normally be offered as detailed in section 9.0 of this policy.
- 3.3.7 New tenants who are rehoused within an Incommunities Ltd. sheltered housing scheme will receive an Assured Tenancy.

### **4.0 Conditions of Starter Tenancies**

- 4.1 Tenants who have Starter tenancies will not have the same rights as an Assured tenant until the first 12 months (or up to 18 months if the starter period has been extended) have been successfully converted.
- 4.2 The terms and conditions of Starter Tenancies created by Incommunities Ltd. shall be in accordance with the Starter Tenancy Agreement, in particular:
- Right to exchange – starter tenants will not have the right to enter into a mutual exchange until the successful conversion of the starter period.
  - Right to acquire – will not apply until the successful conversion of the starter period although the period of the tenancy will count towards the qualifying period.

- Starter tenants will have no Right to Improve the property until the successful conversion of the starter period.
- Starter tenants will have no right to take in lodgers until the successful conversion of the starter period.

4.3 The grounds for ending a starter tenancy are in addition to the grounds on which an assured tenancy can be ended. Incommunities Ltd. will normally use the Section 21 Notice procedure, as per the Housing Act 1988, set out in the section headed “Starter Tenancy Termination” of this policy.

## **5.0 Management of Starter Tenancies**

5.1 Incommunities Ltd. will advise all applicants for tenancies at the point of being matched to a property and deemed suitable that if they are successful they, unless exempt (as per section 3.3 of this policy), will be granted a Starter Tenancy and will provide a summary fact sheet detailing the rights and obligations of Starter tenants.

5.2 Prior to tenancy signup Incommunities Ltd. will carry out a suitability check to identify whether an applicant is suitable for a tenancy; this includes an assessment of the needs and any vulnerability of prospective tenants, to identify and provide suitable support, as far as is possible, to help the applicant fulfil the terms of the Tenancy Agreement, with external agencies if required. Where a tenancy is offered any identified needs and vulnerability will be considered and discussed as part of the starter tenancy process. Incommunities Ltd. will ensure that, so far as it is practicable, that it will make provision to meet any support needs identified by this assessment. Incommunities Ltd. will make referrals to support services both internal and external where it assesses that there are support needs which will, if unmet, affect the sustainability of the tenancy.

5.3 All new tenants will be provided with a summary explanation of the important implications of signing a Starter tenancy agreement.

### Monitoring

5.6 During the first twelve months each new tenancy will be monitored via the Starter Tenancy Reviews. The Neighbourhood Housing Officer (NHO) will attempt to complete three tenancy reviews; the first within the first four weeks of the tenancy, the second at approximately six months and the third in about the ninth month of the tenancy. At each review an assessment of the conduct of the tenancy will be carried out and recorded on the assessment form provided.

5.7 If at any time breaches of Section 3 of the tenancy agreement are evidenced, to the reasonable satisfaction of the NHO, the tenancy may be terminated in accordance with section 6.0 of this Policy. The NHO will detail what action has been taken using the Starter Tenancy visit form.

5.8 Failure to co-operate with the tenancy reviews as detailed in section 5.6, will itself be treated as a less serious breach. The tenant will be offered an appointment and the opportunity to rearrange the appointment if it is inconvenient. Unexplained or unreasonable failure to co-operate with the reviews and/or allow access to the property where required to inspect during the tenancy review process will be viewed as a breach and taken into account in the decision whether to extend or terminate the tenancy.

5.9 On the nine month review the NHO will review the conduct of the tenancy, including:

- any breaches of the tenancy terms and conditions;
- the record of co-operation with the review appointments and the tenant's response to the review meetings
- the content of any actions detailed on the Starter Tenancy review forms and the tenants' response to these actions;
- The conduct of the rent account;

and will complete the nine monthly review form. The NHO will then determine whether the tenancy shall be converted, extended or terminated.

#### 5.10 Conversion

If the Starter Tenancy has been conducted satisfactorily so that there have been no allegations of nuisance and anti-social behaviour against the tenant, household member, resident or visitor, the property has been properly maintained and all repairs effectively reported and the rent account is up to date then the tenancy should generally be converted to a full assured tenancy.

#### 5.11 Extension

If there has been one or more less serious allegation of nuisance or anti-social behaviour which remains unresolved, or if there have been complaints of anti-social behaviour which have been remedied but the position is still being monitored, or if there are other unresolved breaches of the tenancy agreement (including rent arrears) then the period of the Starter tenancy may be extended by up to six months to a total term of up to eighteen months. The extension and the reasons for it shall be notified to the tenant in writing.

#### 5.12 Rent arrears:

Incommunities Ltd. acknowledges that the principle reason for the introduction of starter tenancies is to improve its response to ASB issues. It is not intended to alter its approach to the recovery of rent arrears; accordingly Incommunities Ltd. may permit the conversion of tenancies where there are rent arrears but there is a satisfactory payment plan in place which has been maintained for a period of at least eight weeks. Where there are arrears but no plan in place or no plan which has been maintained for eight weeks then the period of the tenancy will ordinarily be extended.

## 6.0 **Starter Tenancy Termination**

- 6.1 Particular care will be taken to ensure that appropriate referrals for support have been made. However, where the conduct of the tenancy has been unsatisfactory, Incommunities Ltd. can begin court possession action to bring a Starter Tenancy to an end by serving a notice under Section 21(4) of the Housing Act 1988 (“Section 21 Notice”).
- 6.2 If the tenant, members of the household or visitors to the property have committed breach(es) of the conditions of Part 3 of the Starter Tenancy Agreement (“Your Obligations”) then proceedings may be brought to recover possession of the tenancy. The following may apply to the termination of starter tenancies:
- 6.3 Non-occupation: A starter tenancy can be terminated at any time by service four weeks Notice to Quit if the tenant has ceased to occupy the property as his or her only or principal home.
- 6.4 Breach of conditions during starter period: If the tenant, members of the household or visitors to the property have committed breach(es) of the conditions of Part 3 of the Starter Tenancy Agreement (“Your Obligations”) then we may serve a Notice requiring possession under a Section 21.
- 6.5 Rent Arrears: Incommunities Ltd may also terminate the tenancy in the event of non-payment of rent arrears where the arrears have built up due to the tenant’s default (rather than due to problems with housing benefit for example where the tenant is not at fault). Starter tenancies may be terminated for rent arrears in circumstances where a notice under Ground 10 and/or 12 of Schedule 2 of the Housing Act 1988 could have been served for possession action, for example once arrears are at a similar level at which a notice would be served under Incommunities Debt Policy.
- 6.6 Other breaches: Incommunities Ltd. will manage the conduct of Starter Tenancies in the same way that it manages Assured tenancies except that a Section 21 Notice may be served. As such Incommunities Ltd. will only take action against starter tenants for breaches which action would have caused action to be taken against an assured tenant.
- 6.7 Section 21 Notice
- 6.7.1 At the end of the 12 month period (18 months if extended), the tenancy will automatically convert to an Assured Tenancy unless within the first 12 months (18 if extended) we have:
- Started possession proceedings against the tenant
  - Served a notice upon the tenant requiring possession pursuant to s21 of the Housing Act 1988 (as amended)
  - Served a notice upon the tenant requiring possession pursuant to s8 of the Housing Act 1988 (as amended)
- 6.7.2 A Notice must be served before the last day of the starter period.

6.7.3 A Section 21 Notice will give at least two months notice. We will comply with the law as it applies at the time.

6.7.4 A Section 21 Notice will be accompanied by a covering letter which sets out the reason why the Notice has been served and provides information regarding the appeals process set out in Section 7 below.

## **7.0 Starter Tenancy Appeals**

7.1 Incommunities Ltd. has an Appeal process for tenants who wish to challenge any decision to extend or to terminate their Starter Tenancy detailed in Incommunities Group Starter Tenancy Appeal Procedure.

7.2 Information on appeals will be provided to the tenant at the start of the tenancy and along with any decision to extend or terminate a tenancy.

## **8.0 Intensive Housing Management Tenancies**

8.1 Incommunities Ltd. Intensive Housing Management service is designed to capture individual support requirements and meet housing needs at various levels. Intensive Housing Management aims to prevent tenancy failure providing a pathway to independent living.

8.2 Intensive Housing Management (IHM) service is available to customers or prospective customers of Incommunities Ltd, who are experiencing difficulty in managing their tenancy or may be at future risk of losing their tenancy as a result of their vulnerability and/or behaviour.

8.3 Intensive Housing Management offer the following types of tenancy:

- Assured Shorthold (periodic) tenancies are offered to new tenants with the intensive housing management service. Assured shorthold tenancies are granted for a twelve month period (with scope to extend for a further six months where necessary). Alternative formats are available to suit the needs of the tenant.
- Equitable tenancies are offered to tenants aged 16 to 17 years old to be held in trust until the tenant reaches 18 years old at which time the tenant will receive either an assured shorthold tenancy or an assured tenancy.
- Intensive Housing Management will conduct assured tenancies where IHM involvement is instructed by the court service due to enforcement action as a result of a breach of tenancy conditions

## **9.0 Management of IHM tenancies**

9.1 Prior to the offer of an IHM tenancy, an assessment of need will be carried out to gather as much information as possible about the customer's

circumstances. Intensive Housing Management assessments will take account of background, vulnerabilities, relationships, existing support provision, income/expenditure, health and aspirations.

- 9.2 IHM tenancies will be managed using Intensive Housing Management Tenancy Plans for each individual tenancy. The plan will be developed in partnership with the customer and any other agencies supporting the customer with agreed aims, objectives and measurable outcomes. Monitoring and evaluation of the IHM Tenancy Plan will be done through visits to the customer's home.
- 9.3 Intensive Housing Management tenants will be subject to regular tenancy reviews. The purpose of the review is to meet with the customer and the support provider to review the IHM Tenancy Plan and identify key tasks that remain outstanding and actions moving forward.

## **10.0 Disengagement**

- 10.1 As per the IHM tenancy agreement, the tenant agrees to accept tenancy support provision. The IHM officer will explain the expectations regarding engagement with the IHM service and support provider from at the outset of the tenancy.
- 10.2 Disengagement cases will be treated as a breach of tenancy dealt with on a case by case basis. Disengagement usually occurs, where a customer:
- Repeatedly fails to keep appointments and does not respond to cards, letters and telephone calls.
  - Repeatedly fails to engage with support provision and provider
- 10.3 Where all attempts to engage with a customer have failed, the case will be referred to the IHM team leader or manager to review and the case will be progressed to the service of a section 21 notice.

## **11.0 Extension/Termination of an IHM Tenancy**

- 11.1 If the tenant breaches the conditions of the tenancy agreement (including non-engagement) then the period of the Assured Shorthold Tenancy may be extended by up to six months to a total term of up to eighteen months. The extension and the reasons for it shall be notified to the tenant in writing.
- 11.2 Where the conduct of the tenancy is unsatisfactory, Incommunities Ltd. can begin court possession action to bring an IHM Assured Shorthold Tenancy to an end by serving a notice under Section 21(4) of the Housing Act 1988 ("Section 21 Notice").
- 11.3 If the tenant, members of the household or visitors to the property have committed breach(es) of the conditions of Part 3 of the Assured Shorthold Tenancy Agreement ("Your Obligations") then proceedings may be brought to recover possession of the tenancy.

11.4 IHM will operate the same appeal procedure as for Starter Tenancies for tenants who wish to challenge any decision to extend or terminate their tenancy.

## **12.0 Tenancy Ready**

12.1 As a direct outcome of the tenancy review where the initial needs identified are deemed to have been met and there are no further issues relating to the tenancy, the case may be progressed to tenancy ready.

12.2 If the IHM officer, support provider and the tenant agree that the tenant no longer requires the intensive housing management service, the tenant will be signed up to a general needs assured tenancy thereafter.

## **13.0 Assured Tenancies**

13.1 Upon the completion of the Starter Tenancy (with any extension(s)) the tenancy will automatically become an Assured Tenancy

13.2 Tenants who are deemed tenancy ready following an Intensive Housing Management Tenancy will be signed over to an Assured Tenancy.

13.3 Tenants who are exempt from Starter Tenancies and are not IHM tenants will be granted an assured tenancy.

13.4 We will conduct our Assured Tenancies in accordance with the law as it stands at the time.

13.5 Assured Tenants have the right to remain in the property unless Incommunities Ltd. can prove to a court that we have grounds for possession or a court prohibits a tenant from living at the property.

## **14.0 Joint Tenancies**

14.1 Joint tenancies have the unique characteristic of making all of the joint tenants fully responsible for the obligations of the tenancy (joint and several liability). Joint tenancies may be granted in relation to all tenancy types.

14.2 Incommunities Ltd. supports adult applicants wishing to sign as joint tenants should they choose to do so as long as both are eligible and qualify under Incommunities allocations policy.

14.3 Incommunities Ltd. will grant joint tenancies to a maximum of two tenants.

14.4 As the law stands joint tenancies may be terminated by any individual tenant without the consent of the other. In such circumstances, Incommunities Ltd. will advise the remaining tenant of the termination and invite reasons from them to consider whether it is appropriate to grant a new tenancy to the

remaining tenant or require possession of the property through court proceedings if necessary.

- 14.5 Incommunities Ltd. will not permit a request for a sole tenancy to be altered to a joint tenancy following the commencement of the tenancy. Where a tenant makes a request to alter the tenancy to a joint tenancy we will consider the reasons for the request and where it appropriate Incommunities Ltd. may grant a new tenancy.

## 15.0 Tenancy Fraud

- 15.1 The main categories of tenancy fraud and Incommunities position on preventing, detecting and pursuing tenancy fraud are set out in the Tenancy Fraud policy which sits alongside this policy
- 15.2 Incommunities may consider appropriate court action (including possession action) where a tenancy has been obtained by deception or tenancy fraud has occurred.

## 16.0 Related Policies

- 16.1 This policy should be read in association with the following policies and procedures:
- Incommunities Ltd. Allocations Policy
  - Incommunities Group Starter Tenancy Appeal Procedure
  - Incommunities Group Equality and Diversity Policy
  - Incommunities Group Safeguarding Policy
  - Incommunities Group Tenancy Fraud Policy
  - Incommunities Group Anti-Social Behaviour & Hate Incident Policy
  - Incommunities Ltd. Customer Debt Policy
  - Incommunities Ltd. Rechargeable Repairs Policy
  - City of Bradford Metropolitan District Council Tenure Strategy (2014-17)

## 17.0 Monitoring

- 17.1 The operation of this Policy will be closely monitored to ensure:
- The effectiveness of the use of starter tenancies to manage ASB
  - Ensure compliance with equality objectives
  - Ensure fairness
  - Ensure effective service delivery and value for money.
- 17.2 The following information will be recorded and monitored and analysed by reference to the protected characteristics:
- Number of tenancies
  - Number of Section 21 Notices served

- Notices under Section 8 against starter tenants
- Number of Appeals
- Number of appeals upheld and the reason
- Number of appeals rejected
- Number of Court actions
- Duration of Court actions
- Outcomes of Court actions
- Numbers of evictions.
- Level of terminations and reasons.

## **18.0 Review**

This policy will be reviewed every three years or following relevant legislative, regulatory changes or where other best practice or data becomes available that will impact on the policy.