

“STARTER TENANCIES”

A GUIDE FOR NEW TENANTS

This guide is designed to help answer any questions or queries you may have about your Starter Tenancy. If you need any further information, you should contact your Allocations Coordinator who will be pleased to help you.

Q1: What is a “Starter Tenancy”?

A: A Starter Tenancy is an Assured Shorthold Tenancy covering the first twelve months of your tenancy. Provided that your tenancy is conducted in a responsible manner, it will automatically be changed to an Assured Tenancy at the end of this period. An Assured Shorthold Tenancy is less secure than an Assured Tenancy. (See Q3 below)

Q2: Why use “Starter Tenancies”?

A: Chelmer Housing Partnership (CHP) seeks to provide the highest possible standards of housing management to its customers. As part of this commitment, we want to ensure that our housing is a secure place to live; and where residents know that we will take prompt action to deal with nuisance and anti-social behaviour.

Starter Tenancies are used as part of our management policies to encourage all tenants to conduct their tenancies in a responsible manner and to be aware of their responsibilities under the terms of their tenancy agreement.

To make sure you understand the scheme, are looking after your home and not breaking any of the conditions of your tenancy you will be visited one month after the start of your tenancy again after the ninth month. You must allow us to carry out this visit or we may serve a Section 21 Notice.

Q3: How is a “Starter Tenancy” different from an Assured Tenancy?

A: A Starter Tenancy can be ended by CHP following the service of two months notice under Section 21 of the Housing Act 1988. Providing this Notice is correctly served, a Court **must** give CHP possession of the property. With an Assured Tenancy, a Court must normally decide whether or not it is **reasonable** to give CHP possession of a property.

A Starter Tenancy does **not** have all the rights of an Assured Tenancy. A Starter Tenant does not have the right to purchase their home, the right to exchange their home with another social housing tenant, or rights for others to succeed to the tenancy and is not eligible to be considered for a transfer to another CHP property. You would only get these rights if your tenancy is converted to an Assured Tenancy at the end of a year. (See Q4 below)

CHELMER HOUSING PARTNERSHIP

Q4: How will I know if my Tenancy has been converted to an Assured Tenancy?

A: Your Neighbourhood Coordinator will visit you during the ninth month of your tenancy and you will be advised whether or not your tenancy will be converted. So long as there are no outstanding complaints received which require investigation, or any other breaches of Tenancy, CHP will send you a notice converting your tenancy to an Assured Tenancy at the end of the twelfth month. You will not need to sign a new tenancy agreement.

Q5: What happens if a complaint is made against me?

A: CHP takes all complaints seriously, and will investigate them thoroughly. If the complaints are not found to be justified no further action will be taken, but if we are satisfied that serious and/or persistent breaches of tenancy have occurred, and where warnings have not remedied the problems, CHP will serve a Section 21 Notice to end your tenancy. (see Q7 & 8 below)

Q6: In what circumstances would my Starter Tenancy be ended?

A: Your Tenancy Agreement explains your responsibilities as a tenant. For example you, your family, and/or your visitors are required to behave in a way that won't cause offense or nuisance to others. These responsibilities will be explained in more detail when you sign your tenancy. However, the list below gives some examples of the circumstances in which CHP may seek to end your Starter Tenancy. This list is not exhaustive and each case will be viewed individually in reaching any decision to terminate the tenancy:

- Noise, including loud music, musical instruments, loud television;
- Using abusive or insulting words or behaviour on grounds of religion, disability, age, sexual orientation, appearance or mental or physical capacity;
- Using or threatening to use violence;
- Criminal activity, including using or selling drugs, prostitution, theft, burglary or receiving stolen goods;
- Damage, including vandalism and graffiti;
- Offensive drunkenness, trespassing, dumping rubbish;
- Allowing pets to cause nuisance by fouling, and/or being allowed to stray.

Action to recover arrears of rent will normally be dealt with in accordance with CHP's general policies regarding Rent Arrears Recovery. If we do not believe, however, that a tenant is making every effort to repay the arrears and/or has not kept to agreed payment arrangements, or where arrears are equal to or over eight weeks rent at the end of the ninth month, CHP may end the tenancy by serving a Section 21 Notice. (See Q8 below)

CHELMER HOUSING PARTNERSHIP

Q7: What will happen if I do not conduct my tenancy in a responsible way?

A: CHP undertakes to investigate all complaints of nuisance, harassment and other breaches of tenancy. Where CHP is satisfied that you have broken the terms of your Starter Tenancy, you will normally be sent two, or possibly three, warnings. These warnings will explain that your tenancy may be ended if the breach of the tenancy is not remedied or if further problems occur. However, in the event of a serious breach of tenancy, no written warning will be given and a Section 21 Notice will be served.

Q8: What would happen if a Section 21 Notice is served on me?

A: This Notice would run for a period of two months, after which time your tenancy would come to an end and you would have no further legal right to stay there. CHP would then apply to the County Court for an Order for Possession of your home. Provided the appropriate Notice has been served, the Court **must** grant possession, and you would be evicted from your home.

Q9: Would I have any Right of Appeal?

A: If you believe CHP has not acted in accordance with its policies or that an incorrect decision has been made, you would have the right to appeal to the Association's Appeal Panel. You would have to appeal in writing to the Chief Executive within 14 days of receiving a Section 21 Notice. Where an appeal is received, the Appeal Panel would consider whether appropriate policy has been followed and whether a reasonable decision, based on the circumstances of the case, has been made. You would be informed in writing of the outcome within 14 days of the date of the hearing. You may, of course, seek advice from a Citizens Advice Bureau, law centre or solicitor in making this appeal.

Q10: What will happen if my Appeal is upheld?

A: Where your appeal is successful, your tenancy will be converted to an Assured Tenancy after twelve months (see Q4) but if you break the terms of your tenancy agreement before then, a new Section 21 Notice may be served. A further right of Appeal would be available at this point.

Q11: What if I disagree with the decision that is made about my Appeal?

A: If you disagree with the decision, you may wish to refer your complaint to the Housing Corporation or the Independent Housing Association Ombudsman. Please see the Residents Charter for further details. A full copy of CHP's policy in respect of Starter Tenancies is available upon request.

Please note, however, that any decision to refer your complaint to an alternative body, would not prevent CHP from obtaining possession of your home prior to the complaint being resolved.