

# Starter Tenancy Review Policy



## 1. Scope

- 1.1. This policy applies to Clarion Housing Association's (Clarion) general needs homes, retirement housing for older people, and any other circumstances where we issue a tenancy with a probationary period or a starter tenancy as set out in our Tenancy Policy.
- 1.2. It explains our approach to reviewing the probationary period or starter tenancy and sets out the circumstances in which we may extend or terminate a tenancy at the end of the initial starter or probationary period.

## 2. Policy Objectives

- 2.1. This policy aims to:
  - make the best use of Clarions available homes
  - allow our residents to live in safe and positive neighbourhoods and communities
  - encourage tenants to maintain their tenancy conditions and pay their rent on time.
  - provide a fair opportunity to new tenants who are trying to put right any breaches of their tenancy
  - ensure that Clarions income source is protected to support our wider objectives to provide more homes.

## 3. Policy Statement

- 3.1. Clarion is a national housing association that provides homes to over 125,000 households across 176 local authority areas in England. We want to make our homes places that people want to live in, and we use starter tenancies or probationary periods to ensure that new tenants are able to maintain the conditions of tenancy and not cause nuisance to their neighbours and wider community and are able to look after the property and garden and pay their rent on time.
- 3.2. All new customers who have not held a social housing general needs tenancy directly before signing a tenancy agreement with us will have a probationary period. Where there is a serious or persistent breach of tenancy in the starter/probationary period we may either extend the starter/probationary period or end the tenancy.
- 3.3. **The Starter Tenancies and Probationary Periods**
  - 3.3.1. The circumstances in which Clarion will offer a Starter Tenancy are set out in our [Tenancy Policy](#). Usually they will only be used for people moving in to housing for older people or in general needs housing if the property has a social rent and the applicant is 65 years old or over and it is clear that their economic circumstances are unlikely to change. It will convert to an Assured tenancy on completion of the starter period.

3.3.2. Our most common tenancy used in general needs housing for new tenants is a 6-year fixed term tenancy with an initial 12 month probationary period which on review, can be continued for a further 6 months up to a maximum of 18 months.

3.3.3. During a starter tenancy or probationary period, tenants do not have all of the rights that they would otherwise have as an Assured tenant or during the fixed term tenancy. For example, they will not be able to:

- move by way of mutual exchange
- sublet part of their property or take in a lodger
- assign the tenancy unless by way of Order of the Court
- purchase their property
- transfer to another property – except in exceptional circumstances and agreed as a management transfer by a Housing Services Manager in accordance with our Allocations Policy.

3.3.4. A tenant may choose to end their tenancy during the starter/probationary period by giving the relevant amount of written notice as stated in the tenancy agreement terms and conditions.

3.3.5. During the starter/probationary period any tenancy breaches will be managed in line with our tenancy management and arrears recovery policies, but tenants will be reminded that they are within their starter/probationary period and the consequences of not keeping to the tenancy terms and conditions.

3.3.6. We will conduct a formal review towards the end of the initial 12 months from the tenancy start date. The review may be in person or a desk top review depending on how much contact there has been with the tenant since the tenancy began and any action already being taken against the tenant. There are three possible outcomes to the review:

- To confirm the tenancy
- To extend the starter /probationary period
- To end the tenancy

#### **3.4. Confirming the Tenancy**

3.4.1. If the starter/probationary period has been conducted satisfactorily, the starter tenancy will convert to an Assured tenancy, and the fixed term tenancy will continue for the remaining term of the tenancy. Confirmation of the review outcome and the additional rights the tenant then has will be sent to the tenant.

#### **3.5. Extending the Starter Tenancy or Probationary Period**

3.5.1. The starter/probationary period is for an initial 12 months but can be extended by a further 6 months up to a maximum of 18 months. The purpose of extending it is to give the tenant the opportunity to remedy any breaches and demonstrate that they can adequately sustain the tenancy.

3.5.2. We will only extend it if the tenancy conditions have not been met or the tenant fails to engage in the tenancy review process. This may include but is not limited to:

- the tenant has caused or has allowed to be caused nuisance, annoyance, harassment or anti social behaviour
- the tenant has accrued rent arrears or owes other money to Clarion for example recharged costs for repairs,
- there have been other tenancy breaches, for example not allowing access for a gas safety, hoarding or neglect of or damage to property,
- the tenant has failed to engage with the tenancy review process,
- the tenant has failed to pay the rent by Direct Debit when they have the means to do so,
- the tenant has otherwise failed to demonstrate that they can sustain the tenancy.

3.5.3. We will try to support tenants to maintain their tenancy by:

- informing them of our concerns about their tenancy breach
- clearly setting out our expectations, what the issues are and how they can be remedied
- considering what support we can either offer or refer them to, to help them sustain their tenancy
- explaining the consequences of not conducting their tenancy in a satisfactory manner

3.5.4. There must be evidence to support any decision to extend a starter/probationary period and we will consider any information provided by the tenant. The tenant will be informed of the reasons for our decision. The tenancy will be reviewed again towards the end of the extended 6 month period.

3.5.5. At the next review, if the tenancy breach or concern has been addressed the starter tenancy will convert to an Assured tenancy, and the fixed term tenancy will continue for the remaining term of the tenancy. Confirmation of the review outcome and the additional rights the tenant then has will be sent to the tenant.

3.5.6. If the breach or concern has not been sufficiently addressed we will take action to bring the tenancy to an end by serving the relevant legal notice to seek possession.

### **3.6. Ending the tenancy at the end of the starter/probationary period**

3.6.1. We will not end a tenancy without good reason, however we may seek to end a tenancy for reasons including but not limited to:

- The tenant has caused or has allowed to be caused significant or persistent nuisance, annoyance, harassment or anti social behaviour.
- the tenant has accrued arrears or otherwise owes money to Clarion and is not repaying it under an agreed repayment plan or court order.
- the tenant has consistently failed to pay their rent on time
- there have been other tenancy breaches for example non access for repairs or gas safety check that the tenant has failed to rectify

3.6.2. If the decision is to end the tenancy at the first review rather than extending the starter/probationary period, the tenancy breaches will be significant and usually we would already have started enforcement action under the relevant policies and procedures such as the Anti-social Behaviour and Arrears Recovery policies.

3.6.3. There must be evidence to support the decision to end the tenancy and we will consider any information provided by the tenant.

3.6.4. Further details of the assessment criteria and notices to be served are provided in the [Starter Tenancy \(Probationary Period\) procedures](#).

3.6.5. The decision to end the tenancy must be ratified by the relevant Clarion Manager. The tenant will be informed in writing of the reasons for our decision and their right to appeal it.

### **3.7. Joint Tenancies**

3.7.1. If at the review it is found that one of the joint tenants is no longer living in the property as their sole or main home, the tenancy will have to be brought to an end and consideration given to offering a new sole tenancy to the remaining tenant. They will still need to qualify for the property under Clarion's Allocations Policy including size and type of property and affordability. A new probationary period may be required depending on how well the tenancy has been maintained and if we are confident that the remaining tenant is able to sustain the tenancy on their own. The rent level for the new sole tenancy should be set in line with Clarion's Rent Policy and the customer advised that it may differ from the current rent.

### **3.8. Tenant's Right to Review**

3.8.1. Should Clarion take action to either extend a starter/probationary period or end the tenancy at the end of the period, the tenant has a right to ask for a review of this decision. The tenant should make their request in writing within 14 days of being informed of the decision. We can accept requests for reviews from support and advocacy bodies provided they can provide written authority from the tenant confirming their instructions. The request must set out why they feel the decision is not justified.

3.8.2. A relevant manager not involved in the original decision to extend or end the tenancy will review the decision to check:

- any information provided by the tenant
- that the evidence to support the original decision is adequate
- that the starter tenancy/probationary period review procedure has been correctly followed
- that the decision is proportionate, taking into account the needs of the individual, the needs of the community and any perceived risk to Clarion.

## **4. Key Legislation**

4.1. Protection from Eviction Act 1977 - requires landlords to give the required notice and obtain a court order. This is still required even where a probationary period applies.

4.2. Housing Act 1988 – sets out the section 21 notice provisions and in Schedule 2, the grounds for possession.

## 5. Compliance

5.1. This policy complies with the regulatory requirements of the social housing regulators Tenancy Standard which requires

- that probationary tenancies are for a maximum of 12 months, or 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review.
- that registered providers make sure that the home continues to be occupied by the tenant they let the home to in accordance with the requirements of the relevant tenancy agreement, for the duration of the tenancy, allowing for regulatory requirements about participation in mutual exchange schemes
- Registered providers to develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions.
- Compliance with this policy will be monitored by regular sampling to review decisions and reports on the number of tenants failing their probationary period analysed against customer insight information to establish whether there are any particular groups or characteristics more at risk of not being able to sustain a tenancy. This will be reviewed by Heads of Housing/ Heads of Operations, with equality data analysed annually to ensure there is no inadvertent discrimination as a result of this policy.

## 6. System Entities and Process Flows

6.1. This policy relates to the Tenancy Review entity and Undertake Probation Review process. The review process is automated to start after a configured number of weeks after the tenancy start date, at which point the case record will be made available in the relevant team queue to start the review.

<b>Associated Documents:</b>	Tenancy policy Allocations Policy and Procedure Arrears Recovery Policy ASB policy
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**Date version live:** April 2018

**Date next review:** June 2020