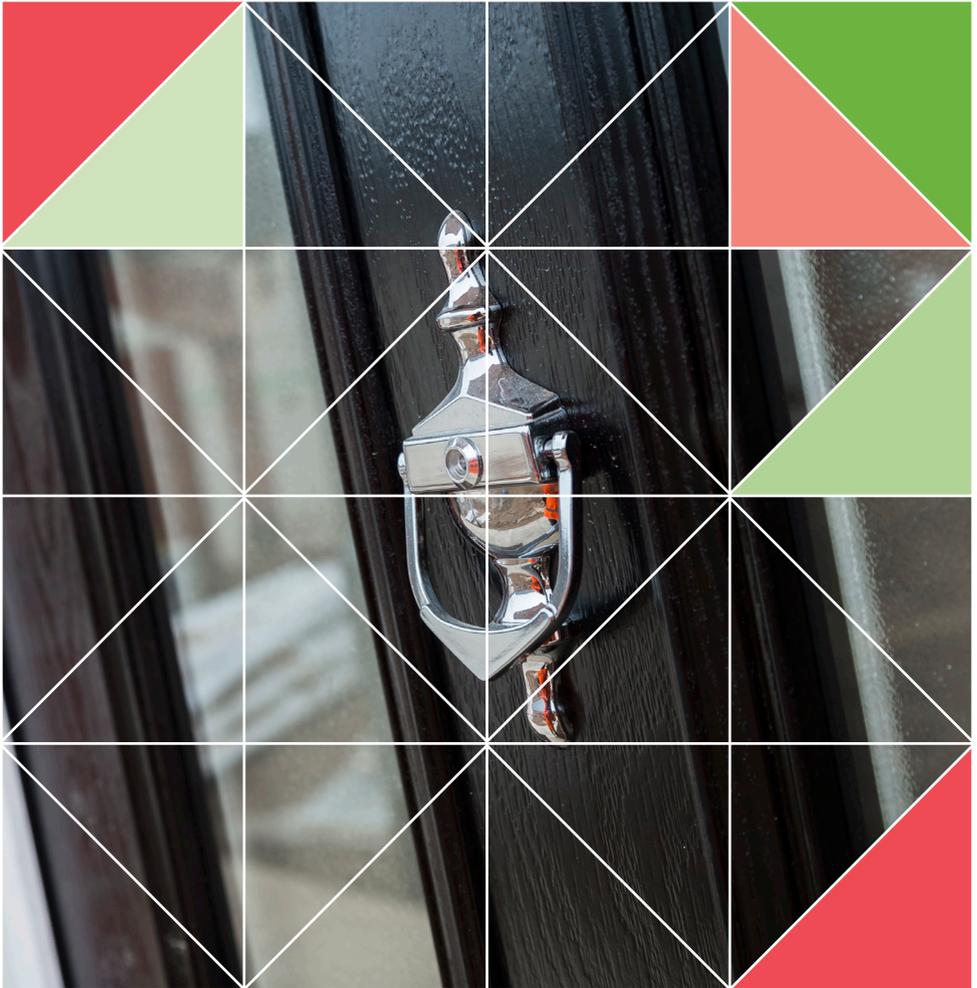


# Starter **tenancies**



### What is a starter tenancy?

A starter tenancy is a periodic assured shorthold tenancy that is used for new tenants for a time-limited period. It covers the first 12 months of your new tenancy. If you do not break the terms of your tenancy agreement within this trial period, then your tenancy will automatically become an assured tenancy at the end of the starter period.

### Are starter tenancies used for all new FCH tenants?

Starter tenancies are generally used for all new tenants in our general needs housing. However, starter tenancies are NOT used for:

- Supported housing tenants
- Existing Friendship Care and Housing tenants who transfer to another property (unless they are already on a starter tenancy)
- Tenants of another registered social landlord or local authority who transfer to a Friendship Care and Housing property (unless they are already on a starter tenancy).

### Why does FCH use starter tenancies?

We aim to provide the highest standards of housing management for our tenants. As part of this commitment, we want to ensure that our homes are secure places to live and we want tenants to know that we will take prompt action to deal with nuisance and anti social behaviour. We use starter tenancies to encourage new tenants to conduct their tenancies correctly and to ensure they are able to sustain a long-term tenancy without breaching its terms.

## How is a starter tenancy different from an assured tenancy?

A starter tenancy does not have as many rights as an assured tenancy. Under Section 21 of the Housing Act 1988 we can end a starter tenancy by giving you two months notice. As long as we serve the notice correctly, a Court will have no choice but to grant us possession of the property.

With an assured tenancy, the Court must decide whether it is reasonable to give us possession of the property when we ask for it.

The only restriction is that a possession order cannot come into effect during the first 6 months of your starter tenancy. A starter tenancy does not give you all the rights of an assured tenancy. As a starter tenant, you have no right to:

- Pass on your tenancy to someone else if you die
- Exchange homes with another tenant.

## How can I get more information or advice about my starter tenancy agreement?

Your Tenant Handbook contains details about how we deal with breaches of tenancy such as anti social behaviour, rent arrears and so on.

If you would like more information, you can talk to your housing officer.

For independent advice, you can contact Community Law Service/ Citizens Advice Bureau or a Shelter Advice Centre.

## 02 Information and advice for tenants of flats

### How will my starter tenancy be monitored?

You will receive at least two visits from your Housing Officer during your 12 month starter period. The first visit will be within a few weeks of your tenancy, and the second visit will be in the ninth month of the tenancy. This second visit will be a formal review of your starter tenancy.

### What happens after 12 months if I have not breached my tenancy?

At your second home visit, your housing officer will explain what will happen to your tenancy. If there have been no problems with your tenancy, the housing officer will let you know that your tenancy will convert to an assured tenancy automatically after 12 months. When this happens, we will write to you to let you know. We will not issue a new tenancy agreement.

### What will happen if I breach my tenancy?

The tenancy agreement explains all your responsibilities as a tenant. These were explained to you when you signed your tenancy agreement.

We will investigate all complaints of breaches of tenancy in accordance with our policies and procedures. If we believe that you have broken the terms of your starter tenancy, we will gather evidence and warn you of the breach(es). These warnings will explain that your tenancy may be ended if the breach is not put right or if further problems occur.

## In what circumstances would my starter tenancy be ended?

We look at each case individually when we consider ending a tenancy. However, examples of behaviour which could lead us to consider ending your tenancy include:

- Excessive noise, including loud music, musical instruments etc
- Offensive drunk and disorderly behaviour, trespassing or dumping rubbish
- Using abusive language or insulting words or behaviour because of someone's personal circumstances (including race, gender, religion, mental or physical disability, age, sexual orientation or appearance)
- Using, or threatening to use, violence
- Criminal activity, including using or selling drugs, prostitution, theft or burglary
- Allowing your property and/or garden to get into very poor condition, including deliberate damage, vandalism or graffiti
- Allowing pets to cause a serious nuisance to your neighbours.

Our Starter Tenancy Policy makes it clear that starter tenants will be evicted only as a last resort, for persistent and/or severe anti social behaviour or other serious breaches of tenancy conditions.

### What will happen if I fail to pay my rent?

If your rent account falls into arrears, we will follow our policy and procedures to recover the money you owe. Non-payment of rent will lead to possession proceedings being taken.

You will be given every opportunity and support to resolve your arrears, during the arrears recovery process.

### Extending the Starter tenancy

The option to extend the starter tenancy period maybe considered when ongoing investigations into the conduct of the tenancy are taking place.

At all times during this process we will make it clear what is expected during the extension period and this will be reviewed on a three monthly basis.

A notice of extension will be served at least eight weeks before the original expiry date giving reasons for the decision to extend and your right to a review, which must be requested within seven days. The extension becomes effective if you fail to request a review or if the decision is confirmed on review. The maximum period that the starter tenancy can be extended is six months.

### What will happen if a notice to end my tenancy is served on me?

The notice will run for two months, after which your tenancy will stop and you will have no legal right to stay in the property. We will then apply to the County Court for an order granting us possession of your home. As long as we serve the notice correctly the Court must grant us possession. If you do not abide by the Court order, we will apply for a warrant of possession and you will be evicted.

### Is there any right to appeal?

Yes. If you think that our decision to serve a notice was wrong, or if you think that we did not act in accordance with our procedures, then you have a right to appeal. We will make decisions on appeals within 10 working days and you will be notified in writing of the outcome. If you disagree with the decision on your appeal you ask for a stage two review by setting out your reasons in writing to the Director of Housing.

If this procedure is exhausted, you can make a complaint to the Independent Housing Ombudsman Service.



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