

Starter Tenancy Policy

Document reference: GRPOLHM22

Version: 6

Version approved: 07/05/2025

Approved by: Director

Review deadline: 31/05/2028

Service area: Housing Operations

Owner: Head of Housing Operations

Scope		Entity		Business Stream	
Customers	✓	Progress Housing Group Limited (Parent)	<input type="checkbox"/>	Progress Homes	✓
Colleagues	✓	Progress Housing Association Limited (PHA)	✓	RWP	<input type="checkbox"/>
Non-Executive Directors / Trustees	<input type="checkbox"/>	Reside Housing Association Limited (RHA)	✓	Progress Lifeline	<input type="checkbox"/>
Third parties*	<input type="checkbox"/>	Key Unlocking Futures Limited (Key)	<input type="checkbox"/>	Progress Living	<input type="checkbox"/>
		Concert Living Limited	<input type="checkbox"/>		
*Other:					
Exclusions:					

Contents

Section 1: Purpose and Policy Statement	3
1. Purpose	3
2. Policy statement	3
Section 2: Policy Guidance	4
3. Direction	4
You may want to add sub-headings to make it easier to read Error! Bookmark not defined.	
4. Roles and responsibilities	7
The board	Error! Bookmark not defined.
Senior Leadership Team	Error! Bookmark not defined.
Heads of Service	7
Manager responsibilities	7
Colleague responsibilities	7
Customer responsibilities.....	8
Stakeholder responsibilities	Error! Bookmark not defined.
5. Training.....	8
Section 3: Legal and regulatory.....	9
6. Legislation	9
7. References	Error! Bookmark not defined.
8. Definitions.....	9
9. Associated policies and procedures	10
10. Equality impact assessment	10
11. Data protection	10
12. Customer Voice and influence.....	10
13. Monitoring and review	10
Section 4: Appendices.....	Error! Bookmark not defined.
Appendix 1	Error! Bookmark not defined.
Appendix 2	Error! Bookmark not defined.

Section 1: Purpose and Policy Statement

1. Purpose

- 1.1 This policy sets out the circumstances in which we will offer Starter Tenancies and how Progress Housing Group (the Group) will manage them.
- 1.2 A starter tenancy is an assured shorthold tenancy, granted under the terms of the Housing Act 1988, which lasts for a maximum of one year, or eighteen months if it is extended. Starter tenants have fewer rights than secure or assured tenants and the tenancy can be ended more easily if it is not being conducted satisfactorily.
- 1.3 The Tenancy and Tenure Policy sets out the different variations of contracts offered by the Group, the majority of which offer as much security of tenure as possible. Periodic assured shorthold tenancies and similar are not covered under the scope of this policy as they are not starter tenancies that will convert to assured tenancies.
- 1.4 Instances where we do provide new tenants with a starter tenancy allows for a probationary period to demonstrate that they can manage their tenancy to a satisfactory standard before they become an assured tenant; and for the Group to identify and assist with meeting any support needs to help them manage their tenancy and so reduce tenancy failure.

2. Policy statement

- 2.1 The Group will issue a starter tenancy combined with either a non-shorthold tenancy or an affordable rent tenancy for all new general needs and independent living tenants.
- 2.2 The policy does not apply to transferring tenants within the Group unless their provisional offer stated that this was the case due to specific reasons.
- 2.3 Tenancies within our interim properties will be signed up to a different tenancy agreement specifically for temporary accommodation however tenants will still receive a new tenant visit and the associated support.
- 2.4 The Group aims to use the starter period of the tenancy to support tenants to sustain it long-term.

Section 2: Policy Guidance

3. Direction

Monitoring starter tenancies to assist sustainability

The Group will:

- 3.1 Give all new tenants a starter (assured shorthold) tenancy for a period of twelve months, unless they are moving directly from an existing secure or assured tenancy and are not subject to conditions referred to in section 2.1 above.
- 3.2 Carry out a new tenancy visit to all starter tenants within the first six weeks of the tenancy to ensure the tenant has moved into the property, and to address any early issues or concerns for the tenant or the Group.
- 3.3 Review management information relating to the conduct of the tenancy before making contact with the tenant, to establish the most effective means of contact and potential issues to discuss to provide the best chance of a successful conversion to an assured tenancy. The review will include any failure to gain access for pre-arranged tenancy visits.
- 3.4 Automatically convert a starter tenancy to an assured tenancy where it has been conducted satisfactorily during the probationary period and no action has been taken to end or extend it in accordance with the tenancy agreement.

Providing support and assistance

The Group will:

- 3.5 Ensure that the Tenancy Sustainability Team contact all new tenants prior to sign up and offer support and advice to help set up and sustain the tenancies.
- 3.6 Proactively identify tenants in need of support during every contact with the tenant during the probationary period.
- 3.7 Offer tailored support and advice to tenants who need it, from internal and/or external support services, to help them with sustaining their tenancy and successfully converting to an assured tenancy.
- 3.8 Provide advice about financial inclusion and money matters to tenants at sign-up, giving starter tenants the opportunity to request support with a money issue from the beginning of their tenancy and throughout the probationary period, to help them meet their obligations for paying rent.

Tackling anti-social behaviour

The Group will:

- 3.9 Ensure that starter tenants are made aware of the importance that the Group places on the tenancy agreement and rent payments, and the consequences of any breaches of the agreement which could result in legal action being taken against them.

- 3.10 Utilise early intervention and prevention methods to tackle any tenancy issues in line with the Group Anti-Social Behaviour, Income Collection and other tenancy policies and procedures.
- 3.11 Utilise the probationary period as a means of ensuring that issues faced by the new tenant in relation to paying rent, anti-social behaviour, or other tenancy matters are reported and dealt with in line with the relevant policies and procedures.
- 3.12 Use the powers available to end the tenancy for persistent and/or serious breaches of the tenancy conditions where all other relevant options to resolve the matter have been explored and the action taken to end the tenancy is deemed to be proportionate means of achieving a legitimate aim based on the particular facts of the case.

Building a positive landlord and tenant relationship

The Group will:

- 3.13 Provide all starter tenants with information about their rights and responsibilities whilst they are a starter tenant, making clear the difference between starter tenancies and assured tenancies.
- 3.14 Identify any communication or access needs that new tenants may have, or any necessary account warnings and record these on the housing management system in order to ensure that all services provided to the tenant by the Group recognise them.
- 3.15 Promote opportunities for tenants to ask for advice or information about their home, tenancy or neighbourhood.
- 3.16 Promote involvement opportunities and internal services to starter tenants when making contact with them, and making referrals where appropriate.

Extending or ending a starter tenancy

The Group will:

- 3.17 Extend a starter tenancy for a further and final six months if there is a breach of tenancy and action is not being taken to end the tenancy. This may include; anti-social behaviour, rent arrears or tenancy management issues where the issue(s) was not serious enough to start possession proceedings or there were extenuating circumstances which prevented taking court action, and more time is required to enable the tenant to resolve the issues. Each case will turn on its own particular facts.
- 3.18 Extend a starter tenancy for up to a further six months, where more time is needed to investigate an allegation or suspicion of a breach of tenancy.
- 3.19 Extend a starter tenancy for up to a further six months where the tenant has appealed the serving of a notice of proceedings for possession and the appeal is unlikely to be heard before the twelve month anniversary of the starter tenancy.

- 3.20 Inform the tenant of the decision to extend the Starter Tenancy in writing to outline the reasons of the decision and to advise what is expected during the extension period, and advise them of their right to appeal.
- 3.21 Serve a section 21 notice to end a starter tenancy where there are ongoing or significant breaches of the tenancy agreement and it is proportionate to do so, such as failure to pay rent and consistent poor payment patterns leading to rent arrears with no evidence of engaging with officers to agree a repayment plan; persistent and/or serious breach(es) of the tenancy agreement due to anti-social behaviour from the tenants, occupants or visitors to the tenant's home; any other consistent breach of the tenancy agreement such as failure to allow access for essential works or tenant damage to the property. Any covering letter should set out the reasons for service of the Notice and advise the tenant of their right to appeal.
- 3.22 Only use powers to end a starter tenancy when all other options to resolve the matter have been explored and the action is a proportionate means of achieving a legitimate aim. A decision to start action to end the tenancy will be taken in line with the Income Management, Anti-Social Behaviour or other relevant tenancy policies and will not begin at an earlier stage than it would for any other tenure type.
- 3.23 Give tenants the right to appeal a decision to end or extend a starter tenancy, and withdraw the notice served if the appeal is successful.
- 3.24 Apply to court for possession of the property after expiry of the notice, if a decision is made to end the tenancy. In these cases, possession is mandatory as long as the policy and procedure has been followed.

Appeal Process

- 3.25 The Group will operate an appeals process for any decision to terminate or extend a starter tenancy.
- 3.26 The tenant must request an appeal hearing within fourteen days from the date the notice was served on them, or the original decision will stand.
- 3.27 A report will be provided to the tenant prior to the appeal, detailing the issues that have led to the recommendation and all actions that have been taken to resolve or attempt to resolve the particular problems(s), including any copies of documents relevant to the case.
- 3.28 The appeal will be heard by a manager who has not been involved with the case or the decision to serve a notice.
- 3.29 The tenant will be provided with the documents that will be made available to the appeal manager.
- 3.30 If the tenant wants the appeal to be dealt with without a hearing, the appeal manager will review the case within 5 working days and the tenant will be informed of the decision within a further 7 working days.
- 3.31 If the tenant has requested an appeal meeting the tenants will be invited to the appeal meeting either in person or on a virtual platform and they may be accompanied by a person of their choice for example:
 - A Support Worker or advocate

- A solicitor or legal representation
 - A family member or friend.
- 3.32 They tenant may also wish to submit written support.
- 3.33 The appeal manager will also invite colleagues involved with the case to submit written evidence or to attend and explain what has led to the service of a notice or extension of starter tenancy period.
- 3.34 The manager may adjourn the meeting if they need to seek advice, clarification, or further information before they are able to make a decision.
- 3.35 The appeal manager will assess whether the legal process and procedures have been followed as part of their decision making process as well as the proportionality and reasonableness of actions taken.

4. Roles and responsibilities

- 4.1 The policy is approved in line with the Group's governance arrangements.

Heads of Service

- 4.2 It is the responsibility of the Head of Housing Operations to implement this policy within their service area.

Manager responsibilities

- 4.3 Managers are responsible for providing or arranging training to their team that is appropriate to the role.
- 4.4 It is the responsibility of managers to ensure their teams adhere to the policy and are supported with any complex cases.
- 4.5 Managers may be required to lead on court proceedings should legal action be required.
- 4.6 Managers will hear tenant appeals and make informed decisions.

Colleague responsibilities

- 4.7 All colleagues have a responsibility to follow the policy and related procedures at all times.
- 4.8 The monitoring and action against tenants in breach will be managed by the relevant service area, for example in relation to anti-social behaviour or criminal damage by the Community Safety Officer and by the Income Collection Officer in relation to the chasing and collection of debt.
- 4.9 Colleagues responsible for signing up new tenants must make the incoming tenant aware of the policy and their rights before signing.
- 4.10 Colleagues responsible for managing the conduct of the tenancy are responsible for identifying any breaches of tenancy and ensuring appropriate action is taken.

Customer responsibilities

- 4.11 Tenants are responsible for fulfilling their obligations under the tenancy agreement.

5. Training

- 5.1 The policy will be published on the intranet for the awareness of all colleagues.
- 5.2 Additional training will be provided for:
- Colleagues allocating tenancies and signing up tenants.
 - Colleagues managing tenancies, rent accounts or community safety cases.

Section 3: Legal and regulatory

6. Legislation

- 6.1 The Housing Act 1996 allowed housing associations to implement starter tenancies. Starter tenancies are effectively assured shorthold tenancies that can be ended by the Group on service of a Section 21(1) and (4) Notice Requiring Possession of a Property in England let on an ('Section 21 Notice') or service of a Section 8 Notice Seeking Possession
- 6.2 The tenancies referred to above will convert automatically to full assured or affordable tenancies after 12 months unless the following happen:
- Proceedings for possession have begun against the tenant; or
 - We have served a Notice under Section 21 of the Housing Act 1988 that we require possession and we issue proceedings for possession within two months of the expiry of the section 21 notice; or
 - The tenancy has been brought to an end by the tenant.
- 6.3 The powers contained within the Housing Acts (1988 and 1996) mean that the organisation has the following tools available in addition to the usual service of a Notice of Seeking Possession. They include:
- The option to apply to the courts for accelerated possession proceedings to bring a starter tenancy to an end
 - The option to extend starter tenancy periods
 - The option to apply to demote an existing Assured (non-shorthold) tenancy to a starter tenancy.
- 6.4 The powers also mean that if a Section 21 Notice has been served correctly and the process followed, a judge must grant mandatory possession to the housing association.

7. Definitions

The Group	Progress Housing Group Limited (and subsidiary companies specified within the entities section)
Anti-social behaviour	Behaviour which causes nuisance, annoyance, alarm or distress to neighbours or other visitors to the area
Starter tenancy	A form of probationary tenancy offered to tenants who have not held a tenancy with the Group immediately before signing the tenancy

8. Associated policies and procedures

Document reference	Name of document
GRPOLHM22EIA	Equality impact assessment
GRPOLHM22EPIA	Data Protection Impact Assessment
GRSTRHM01	Place Management Strategy
GRPOLHM18	Income Collection Policy
GRPOLHM15	Anti-Social Behaviour Policy
GRPOLHM09	Allocations Policy

9. Equality impact assessment

- 9.1 An Equality Impact Assessment has been undertaken and the outcome deemed to be of low risk to individuals within protected characteristic groups. No actions were identified as a result of the assessment

10. Data protection

- 10.1 This policy has been written in compliance with the principles and requirements of the current data protection legislation, a full Data Protection Impact Assessment was not required.

11. Customer Voice and influence

- 11.1 This policy is based on current housing legislation and customers are unable to influence the outcome.

12. Monitoring and review

- 12.1 This policy will be reviewed as and when required due to internal or external change, but as a minimum of every 3 years.