



Starter Tenancy Policy

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1.0 Introduction:

- 1.1 This policy sets out the objectives, principles and requirements of Dérive's starter tenancy scheme for new tenants.
- 1.2 A starter tenancy is an assured shorthold tenancy, granted under the terms of the Housing Act 1988, which lasts for a minimum of one year¹, or up to two years if it is extended. Starter tenants have fewer rights than fixed term tenants and the tenancy can be brought to an end more easily if it is not being conducted satisfactorily.
- 1.3 Providing new tenant's with a starter tenancy allows a probationary period for them to demonstrate that they can manage their tenancy to a satisfactory standard before they secure a 5 year fixed term tenancy; and for Dérive to identify and signpost any support needs to help them manage their tenancy and so reduce tenancy failure.

2.0 Aim / Purpose of the Policy:

- 2.1 This policy will seek to:
 - Grant a 5 year Fixed Term tenancy subject to meeting the appropriate requirements
 - Provide support and assistance
 - Tackle anti-social behaviour, rent arrears and tenancy issues
 - Build a positive landlord and tenant relationship; information, involvement and consultation
 - Extend or end the starter tenancy where there is an ongoing breach of tenancy
- 2.2 "Dérive" is a term which includes any agent operating on behalf of Dérive who will follow this policy. In certain contexts the specific agent roles are mentioned to assist in implementation. Appropriate operational and performance monitoring procedures to deliver the policy are attached in the annex.

3.0 Policy:

- 3.1 Dérive will aim to implement this policy through the following:
- 3.2 **Grant a Fixed Term tenancy subject to meeting the appropriate requirements**
 - Give all new tenants a starter (assured shorthold) tenancy for a period of 12 months
 - Carry out a new tenancy visit to all starter tenants within the first 6 weeks of the tenancy to ensure the tenant has moved into the tenancy, and to address any early issues or concerns for the tenant or Dérive
 - Make at least 2 additional contacts with the tenant after the new tenancy visit and during the 12 month probationary period, one of which will normally be a home visit

¹ Excluding exercising 6 month break clause due to serious breach of tenancy

during the eight month with the purpose of assessing if the tenancy has been conducted satisfactorily

- Review management information relating to the conduct of the tenancy prior to making contact with the tenant, in order to identify the most effective means of contact and potential issues that will need to be discussed, to provide the best chance of a successful conversion to a 5 year fixed term tenancy. This review may include any failure to gain access for pre-arranged tenancy visits delivered as part of this policy
- Proactively monitor and analyse sustainability by neighbourhood, property type and customer profiles, so resources can be targeted effectively to those in need of additional management or support
- If the probationary period has been satisfactorily completed and no action has been taken to end or extend it, then Dérive will grant a five year fixed term assured shorthold tenancy

3.3 Provide support and assistance:

- Work pro-actively to identify tenants who may be at risk of not sustaining their tenancy at or before sign up
- Work proactively to identify tenants in need of support during every contact with the tenant during the probationary period, and in particular at the new tenancy visit and any additional tenancy monitoring visits
- Offer support via signposting to relevant agencies and advice to tenants who need it to help them with sustaining their tenancy and subject to successfully completing the probationary tenancy, successfully grant a 5 year fixed tenancy
- Dérive will complete an affordability assessment on all new tenants to ensure customers are able to afford the weekly rental and sustain their tenancy
- Dérive will also support customers who require further money related advice by referring them to our Welfare Benefits & Debt Advisor or another support agency

3.4 Tackle anti-social behaviour, rent arrears and tenancy issues:

- Ensure that starter tenants are made aware of the importance that Dérive 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
- Utilise early intervention and prevention methods to tackle any tenancy issues in line with the Anti-Social Behaviour, Income Management and other tenancy procedures where appropriate
- Utilise the starter tenancy monitoring visits as a means of ensuring the 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
- Utilise the starter tenancy monitoring visits as a means of identifying and tackling fraud where possible in line with our tenancy fraud policy and procedures
- Use the powers available to end the tenancy for ongoing and / or significant breaches of the tenancy conditions where all other options to resolve the matter have been explored and the action is proportionate to the individual case

3.5 Build a positive landlord and tenant relationship; information, involvement and consultation:

- Provide all starter tenants with information about their rights and responsibilities under law whilst they are a starter tenant, making clear the differences between starter tenancies and five year fixed tenancies, in particular with regards to rights of assignment, take in lodgers or subletting, carrying out improvements to their property.
- There is no right for starter tenants to take in lodgers or sub-tenant's in line with the terms of the Tenancy Agreement. However, in the event they have extremely good reasons, the case would be considered and a decision made on this basis
- Identify any communication or access needs that new tenants may have, and record these needs when aware of them on the housing management system in order to ensure that all services provided to the tenant by Dérive recognise them
- Promote the starter tenancy monitoring visits as an opportunity for tenants to ask for advice or information about their home, tenancy or neighbourhood
- Promote managing agents community involvement opportunities to starter tenants when making contact with them, and making referrals where appropriate
- Give starter tenants the opportunity to complete a satisfaction survey at the end of their probationary period, which will be used to review the process
- Seek the views of starter tenants where possible and consult with other Dérive customers when reviewing the starter tenancy policy and procedure

3.6 Extend or end the starter tenancy where there is an ongoing breach of tenancy:

The starter tenancy can be extended to last up to a maximum of 2 years before ending, depending upon the circumstances shown below:

- Extend the starter tenancy for an additional 6 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 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
- Extend the starter tenancy for up to a further 6 months, where more time is needed to investigate an allegation or suspicion of a breach of tenancy.
 - If the investigation subsequently finds that the allegation or suspicion was unfounded the tenancy Dérive will grant a five year fixed term assured shorthold tenancy
 - If the allegation is proven and is serious enough to start possession proceedings the tenancy will be ended.
 - If there is a breach of tenancy, but this is not serious enough to start possession proceedings the tenancy will be extended for a further 6 months
- Extend the starter tenancy for up to 6 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 12 month anniversary of the starter tenancy

- Use a section 21 notice after 6 months to end the starter tenancy where there are ongoing or significant breaches of the tenancy agreement, including but not limited to, 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; repeated or single serious breach of the tenancy agreement due to anti-social behaviour from the tenants, occupants or visitors to the tenants home; any other consistent breach of tenancy such as failure to allow access for essential works or tenant damage to the property
- Only use powers to end a starter tenancy when the action is proportionate to the individual case. A decision to start action to end the tenancy will be taken in line with the Income Management, Anti-Social Behaviour, Hate Crime and Domestic Abuse or relevant tenancy policies
- Give tenants a right to appeal a decision to end or extend a starter tenancy, and withdraw the notice served if the appeal is successful

3.7 Appeal:

- 3.8 If a customer is unhappy with a decision made in relation to end or extend their tenancy, a customer may seek a review. This request needs to be submitted to Dérive. On receipt of the request the Agents Manager will send an acknowledgement letter as soon as possible. The receiving Manager will then appoint and instruct a Review Panel consisting of two senior managers who have not been involved in the decision making process. A minute taker will be assigned.
- 3.9 The Review Panel will consider if the decision has been made in accordance of the policy and procedures. Unless the Review Panel finds against the original decision, then no corrective action will be identified. The customer will be sent a letter detailing the Review Panel's decision and appropriate next steps.



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