



WANSBECK
HOMES

**A Guide to Starter
Tenancies**



All our publications can be made available on request in large print, braille or on audio tape and in the following languages

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| Mandarin | 这信息是可利用的应要求在简体中文 |
| Cantonese | 如閣下需要本資料的中文譯版 |
| Bengali | এই তথ্যটি চাইলে বাংলায় পাওয়া যাবে |
| Polish | Informacja ta jest dostępna na rzadanie w języku polskim |
| Czech | Tato informace je k dostani v Ceskem jazyce kdyz o ni pozadate |

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Introduction

There are two main types of Housing Association tenancies:

- Starter tenancies (also known as assured shorthold tenancies).
- Full assured tenancies (also known as assured non shorthold tenancies).

Starter tenancies are probationary tenancies that last for twelve months. They automatically convert to a full assured tenancy after the probationary period, as long as the tenant has not broken their conditions. If a starter tenant does not keep to their tenancy conditions during the probationary period, we can evict them from their home far more quickly than we can evict full assured tenants.

At Wansbeck Homes we are using starter tenancies as part of our efforts to reduce neighbour nuisance and anti-social behaviour. Wansbeck District Council secure tenants who transferred to Wansbeck Homes will not be affected as starter tenancies will only be used for new tenants.

This booklet explains more about starter tenancies and how we will manage them. If you need any more advice or information, please contact one of our Housing Officers.

What are starter tenancies?

A starter tenancy is a probationary tenancy, or trial period, that initially lasts for twelve months. Starter tenancies offer tenants a reduced set of rights initially until the probationary period is completed, when assuming the tenant has complied with the terms of their tenancy, the tenancy will automatically convert into a full assured tenancy.

We will give all new tenants starter tenancies, except tenants transferring into our properties from a council or housing association property who are moving from a secure or full assured tenancy.

Starter tenancies do not apply to existing Wansbeck Homes tenants.

Why do we need starter tenancies?

Starter tenancies help us to tackle problems of neighbour nuisance and anti-social behaviour. These problems can have a real impact on the quality of people's lives. In some cases people become so distressed that they leave their homes. Our tenants frequently tell us that they want us to do more to tackle such problems and make our homes safer and more pleasant places to live.

Starter tenancies encourage new tenants to behave in a responsible way and help us tackle the serious problems.

For more information on tackling neighbour nuisance and anti-social behaviour, see our Anti-Social Behaviour Policy.

What's the difference between a starter and full assured tenancy?

The main difference is that full assured tenants have a number of rights not granted to starter tenants and that starter tenants can be evicted after a two month notice period where they are in breach of the terms of their tenancy agreement.

Your responsibilities

If you are a starter tenant you have the same responsibilities as a full assured tenant. You must keep to all the rules set out in the tenancy agreement. You are also responsible for making sure your family, visitors and any lodgers don't break the rules of the tenancy agreement.

For example, you must:

- pay your rent;
- not cause a nuisance and respect your neighbours;
- keep your home clean and decorated;
- keep your garden neat and tidy.

This is not a complete list. All the tenancy conditions that you must keep to are in your tenancy agreement.

Where a tenant breaches their tenancy and no resolution can be found, we may evict you after a two month notice period. The eviction procedure is described more fully later in this leaflet.

Your rights

Starter tenants do not have the same rights as full assured tenants.

If you are a starter tenant you do not have the right to:

- take in lodgers;
- make improvements to the property;
- get compensation as a result of improvements;
- exchange properties with another tenant;
- buy the property through the right to acquire (although the twelve month probationary period will count towards any entitlement once the tenancy becomes a full assured tenancy).

It may be possible in some exceptional circumstances (where the prior consent of Wansbeck Homes has been obtained), for a starter tenant to exercise these rights prior to the end of the probationary period.

Once you have successfully completed the probationary period, you will become a full assured tenant and you will automatically get these rights.

Our responsibilities

We have the same responsibilities towards starter tenants as we do towards assured tenants, for example:

- we must keep your home in reasonable repair;
- we must consult you on housing management issues that affect you.

For more details of our responsibilities to you, see your tenancy agreement or ask at any of our offices.

What will happen if I break the conditions of my starter tenancy?

If you break any of the conditions of your tenancy agreement, we can take action to end your tenancy.

We will monitor your tenancy during the probationary period. We will visit you shortly after you move in to make sure you are settling into your home and you are not having any problems. If you need any course of assistance we will do our best to help you. We will also check that you understand and are keeping to the rules in your tenancy agreement.

If we believe you are breaking your tenancy, we will tell you what you are doing wrong and what you must do to put things right. If the breach is not resolved, we will serve you with a notice of proceedings. A notice of proceedings is a legal document and is the first step towards us evicting you from the property.

Behaviour that could result in us evicting you could include:

- Rent arrears.
- Serious damage to the property.
- Violence or threats of violence.
- Criminal offences, such as drug dealing.
- Harassment, including racial harassment, sexual harassment and domestic violence.
- Continuing to break the rules of your agreement in a minor way despite us warning you to stop.

Minor ways of breaching the tenancy could include:

- Littering.
- Occasional noise.
- Minor damage to the property.
- Untidy gardens.

We consider each case on its individual circumstances.

What happens if I get a notice of proceedings?

The notice of proceedings tells you that we are applying to the County Court to bring your tenancy to an end. The County Court must give us possession of your property as long as we have followed the correct procedure. The notice has an expiry date on it. This means that we must not ask the court for possession before this date.

You have the right to ask us to review our decision to evict you. We will send you a form with the notice of proceedings explaining how you can do this. You have fourteen days after receiving the notice to request a review of your decision. You must do this in writing or by speaking directly to the Officer dealing with your case.

If you request a review, we will acknowledge this within five days of receiving the request. You will be informed of when and where the review will take place and of any evidence against you at least five days before the date of the hearing.

We will hold the review hearing before the starter tenancy notice expires.

If you don't request a review, we will assume that you agree you have broken your tenancy conditions and ask the Court for a date to evict you.

How does a review work?

If you request a review, we will send you details of how the process will work. We have given the basic details below.

A Chair (not the Housing Officer involved in the original case) will be nominated to carry out the review. Usually they would be a Housing Manager or the Director. The Chair is selected due to their independence from the original case.

You can either attend the review in person or make a written submission. You can bring witnesses or representatives to the review who can support

you or speak on your behalf. If you don't attend without good reason or make a written submission, the hearing will go ahead and the Chair may make a decision without you being there.

The Chair will consider any evidence you or your witnesses or representatives give. The Chair will also consider evidence provided by your Housing Officer. They will then make a decision whether or not to proceed with the eviction. They will inform you in writing of their decision at least two weeks before the expiry date on the original notice of proceedings. If the Chair decides not to proceed with the eviction, you will be able to stay in your home. If however, the Chair decides to proceed with the eviction, we will apply to the County Court for a date of eviction.

If we have followed procedures correctly, the Court must give us possession of the property. You cannot appeal to the Court against the Chair's decision. If you are evicted, it is very unlikely that we will give you another tenancy.

Where can I get advice?

You can get advice from a solicitor or an independent agency such as the Citizens' Advice Bureau, Shelter or any community legal advice centre.

Notes

Building Confidence Delivering Quality

A caring organisation committed
to quality services, affordable homes
and working together to build
confident communities

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