

Starter Tenancy Policy

Code: AMH 32.0

Version: 2.0

Created: June 2024

Review: June 2027

Author(s): Head of Housing (Operations)

Our policy statement

- 1.1 This policy explains Sage Homes' approach to completing starter tenancy reviews during the probationary period or starter tenancy and sets out how and why we may extend or terminate a tenancy.
- 1.2 Starter tenancies are a form of probationary tenancy that we may grant to new tenants. They are assured shorthold tenancies which normally last for twelve months and can be extended for a further six months. Starter tenancies may be ended by service of a notice on which the court must grant possession of a property to the landlord.
- 1.3 We use starter tenancies to make sure we support new customers in the first year of their tenancy, as a tool for managing antisocial behaviour, rent arrears, subletting, and other serious breaches of tenancy, and as a means of creating sustainable communities.
- 1.4 Sage Homes is committed to making sure our customers are supported to sustain their tenancies. We will do this by:
 - Making sure all colleagues are trained and clearly explain customers' rights and responsibilities at sign up.
 - Monitoring the starter tenancy and identifying support needs or vulnerabilities throughout the tenancy and offering support or signposting customers to help manage the tenancy.
- 1.5 The purpose of starter tenancy reviews is to assess each customer's ability to sustain their tenancy. If any issues or breaches are identified at the review or any other point during the starter phase, the matter will be investigated and, where appropriate, customers will be offered support and reasonable time to set right any issues.
- 1.6 The grounds on which a starter tenancy may be ended or extended include if a customer:
 - Causes antisocial behaviour.
 - Fails to pay their rent.
 - Unlawfully sublets their property.
 - Causes any other serious breach of tenancy.
- 1.7 We will consider breach(es) of tenancy to be serious in the following circumstances:
 - The breach(es) is made persistently.
 - The customer has failed to respond to repeated requests to correct the breach(es).
 - The customer has not engaged in offers of support from the either us or support agencies to correct the breach(es)
 - The customer has failed to comply with previously made agreements to correct the breach(es).
 - The breach(es) has a serious negative impact on other customers or the local community.
 - The breach(es) has a serious negative impact on our interests such as the property, our staff and/or agents.
- 1.8 This excludes subletting cases in which we will seek possession. In such cases we will normally:

- Give the customer two months' notice to end the tenancy; or
 - Serve an extension notice telling the customer that their starter tenancy period will be extended for a maximum of a further six months.
- 1.9 A customer will have the right to appeal any decision to end the starter tenancy. Appeals will be considered by an internal appeals panel in line with our policies and procedures.
- 1.10 This policy has been developed in line with:
- Housing Act (1985)
 - Housing Act (1988)
 - Localism Act (2011)
 - Housing and Regeneration Act (2008)

The scope of this policy

- 2.1. Sage is committed to ensuring all services are accessible to all our customers. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information.
- 2.2. This policy applies to Sage Homes' affordable housing customers, and any other circumstances where we issue a tenancy with a probationary period, or a starter tenancy as set out in our Tenancy Policy.

Dealing with antisocial behaviour

- 2.3. If a customer causes antisocial behaviour during the starter tenancy period, we will carry out an investigation and take steps to address the antisocial behaviour. This may include, if possible, addressing support needs by signposting and making referrals to agencies. Where there is evidence of antisocial behaviour we may decide to end or extend the starter tenancy.

Dealing with rent arrears

- 2.4. If a customer accrues rent arrears during the starter tenancy period, we will seek to recover the arrears in accordance with our Income Collection Policy, before taking enforcement action and reviewing the starter tenancy. This includes carrying out home visits and addressing support needs by signposting and making referrals to agencies. Where there are rent arrears on a customer's account, we may decide to end or extend the starter tenancy.

Dealing with unlawful subletting

- 2.5. If a starter tenant is reported to be unlawfully subletting their property during the starter tenancy period, we will carry out an investigation before taking enforcement action. If there is evidence of subletting, we will take action to end the starter tenancy.

Dealing with other serious breaches of tenancy

- 2.6. If a starter tenant makes any breach of tenancy during the starter tenancy period, we will review the tenancy before deciding whether the breach is serious. This may include carrying out home visits, provide support, signposting and making referrals to agencies. If there is evidence that the breach is serious, we may decide to end or extend the starter tenancy.

Safeguards

2.7. Where a breach is identified, our Starter Tenancy review procedure will ensure:

- All tenancy conduct to date is reviewed.
- The customer is contacted by phone, letter and/or in person.
- Vulnerabilities and support needs are taken into account.
- Possession action is a last resort unless the breach is serious.

Equality and diversity

- 3.1 Sage is committed to ensuring all services are accessible to all our customers. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information.
- 3.2 This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other defined within the [Equality Act 2010](#).
- 3.3 On request we will provide translations of all our documents, policies and procedures in various languages and formats including Braille and large print.

Delivery of this policy

- 4.1. On request we will provide translations of all our documents, policies and procedures in various languages and formats including Braille and large print.
- 4.2. This policy should be read alongside:
- Lettings and Allocation Policy
 - Antisocial Behaviour Policy
 - Tenancy Policy
 - Harassment and Hate Crime Policy
- 4.3. The effective delivery of this policy including training, guidance and support required by employees for implementation of this policy will be provided by the Homes and Communities Team.

Policy review

- 5.1 We will review this policy at least every three years to make sure it remains relevant and accurate unless:
- Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice.
 - We identify any problems or failures in this procedure because of customer and stakeholder feedback, complaints, or findings from any independent organisation

Version	Checked by	Amendments	Approved at/by	Date of Approval	Published by	Date of Review
2.0	Head of Housing (Operations)	New Policy	Leadership Team	July 24	Head of Policy and Service Improvement	June 27