

Starter Tenancies

Your Questions Answered

This leaflet answers a number of questions about your rights and responsibilities as a starter tenant. Please see the Tenancy policy and your tenancy agreement for full details.



Introduction

We aim to provide good-quality, affordable and well-managed homes that meet the needs of our tenants.

We can only do this if our tenants' pay their rent on time, keep to the terms of their tenancy agreement and treat their neighbours and others living locally, in the same way, as they would like to be treated. So we use starter tenancies. They are a great way to make sure we are doing everything we can to encourage people to behave responsibly and to make sure the tenant has all the help and support they need.

What is a starter tenancy?

Solihull Community Housing decided to introduce starter tenancies from 7 April 2014 because we want to make sure all new tenants behave responsibly, pay their rent on time and do not cause a nuisance.

A starter tenancy usually lasts for 12 months. During that year we regularly meet with the tenant to review how things are going. If there are any problems we can work together to try and put things right. If we can't, or the tenant does not attend review meetings, it is easier for us to end the tenancy. During this time tenants are effectively on probation.

If there are no problems during the trial period, the tenancy will automatically become either an assured tenancy or a fixed-term assured shorthold tenancy, 12 months after the tenancy started.

Starter tenants have fewer rights than assured tenants and can be evicted more easily. Your tenancy agreement will tell you if you are a starter tenant or an assured tenant.

At the end of the starter period, if there are no problems, the tenancy will automatically become either an assured tenancy or a fixed-term assured shorthold tenancy.

What is an assured tenancy?

A tenancy where the landlord is a Registered Provider of Social Housing is normally an assured tenancy.

An assured tenancy can only be ended by a landlord obtaining a possession order from court.

What is an assured shorthold tenancy?

An assured shorthold tenancy is very similar to an assured tenancy. The main difference is how the tenancy can be ended. With an assured tenancy a court must be satisfied that there are grounds for possession (e.g. non payment of rent or nuisance behaviour) and that it is reasonable to make a possession order.

An assured shorthold tenancy can be brought to an end by serving a notice under section 21 of the Housing Act 1988. We do not need to have a ground for possession and the court has no discretion in whether it is reasonable to make an order for possession.

In Solihull we use fixed-term assured shorthold tenancies. The fixed-term is typically between 2 and 5 years. This offers our tenants additional security of tenure because we cannot obtain a possession order during the fixed term unless the tenant has breached the terms of his or her tenancy agreement (e.g. non payment of rent or nuisance behaviour).

Do I have to accept a starter tenancy?

Yes. All new tenants of Solihull Community Housing are offered a starter tenancy.

The exception is where a new tenancy is granted to someone who was already a secure or assured tenant of ours, another Registered Provider of Social Housing or a local housing authority (such as Solihull Council) of the same or another property, typically after a mutual exchange. In such a case he or she will not become a starter tenant.

What rights do I have?

Assured and assured shorthold tenants do not have the same rights as secure tenants but we have given you the same rights through your tenancy agreement, either from the start of your tenancy or after the end of the starter tenancy.

Legal rights	Assured and Assured Shorthold tenant	Starter Tenant
Right to stay in your home	Yes	Yes
Right to exchange	Yes*	No **
Right of succession	Yes	Yes
Right to take in lodgers	Yes*	No**
Right to sub-let part of your home	Yes*	No**
Right to assign	Yes*	No
Right to repair	Yes	Yes*
Right to make improvements	Yes*	No**
Right to be consulted	Yes	Yes
Right to information about how we manage your home	Yes	Yes
Right to manage	Yes	No
Right of access to personal information	Yes	Yes

* Only with our written permission

** There is discretion to allow this in exceptional circumstances

Please read your copy of your tenancy agreement to make sure you understand all your rights and responsibilities as a starter tenant.

What if I am a joint tenant and the other tenant dies or leaves?

When a joint tenant dies the other tenant becomes the tenant not by succession but by 'survivorship' (i.e. he or she was already a joint tenant and becomes a sole tenant simply by having survived the other joint tenant). This is not a succession (see below) but the surviving sole tenant is treated as a successor.

Survivorship does not create a new tenancy. The sole tenant would only have the benefit of the remainder of the starter tenancy.

What is succession?

Succession means one person becoming entitled to something after another person's entitlement ends, for example inheriting the property of someone who dies.

A tenancy is property that can be inherited. However, the Housing Act 1988 provides that a person can succeed to a tenancy with security of tenure if certain conditions are met.

From 7 April 2014 only the spouse or civil partner (or a person living with the tenant as their spouse or civil partner) is eligible to succeed a secure tenant. However, there is discretion to allow others, such as family members or carers, to succeed if they were living with the tenant at the time of his or her death.

What are my responsibilities as a starter tenant?

Your responsibilities as a starter tenant are set out in your tenancy agreement. In general you must:

- Not cause a nuisance to people living locally or allow others living with you or visiting your home to cause a nuisance, for any reason;
- Pay your rent regularly and on time;
- Not harass any of our employees or anyone acting on our behalf;
- Carry out repairs which are your responsibility and allow our employees or agents access to your home if we need to (e.g. to inspect your home or to carry out repairs);
- Give us four-weeks notice in writing if you want to end your tenancy; and,
- Occupy your home as your only or main residence.

Can I apply for a transfer or a mutual exchange?

We will not usually agree to a transfer or a mutual exchange during a starter tenancy. We may consider a move in exceptional cases, such as racial or other harassment, domestic violence or medical reasons. To discuss your needs contact your tenancy officer.

What if there are problems?

Most people will pass smoothly from their introductory tenancy to an assured or assured shorthold tenancy after 12 months.

However, we will act quickly against anyone who breaks his or her tenancy agreement. We will always investigate first to see if things can be sorted out, but if the problem is serious, or if the tenant won't co-operate with our efforts to find a solution, we'll take legal action to evict them straight away.

If you have broken any of the tenancy conditions, then as an alternative to taking legal action we may consider extending the starter tenancy for a further six months. We will give you a notice of extension, which will tell you the reasons we are extending the tenancy.

You can ask us to review this decision. You must do this within 14 days of us giving you the notice. Details of the review process are set out in the section 'What does a review involve?'

The other option available to us is to end your tenancy. This might happen if, for example, you fail to pay your rent on time or you or your visitors cause nuisance or annoyance to anyone living in the area around your home.

To end your tenancy, we will give you a notice telling you that we will be asking the court for a possession order. If you receive a notice, contact your tenancy officer to discuss the situation and to see if you can put things right.

I have received a Notice to end my tenancy, what should I do?

If you receive a notice, it means that we are going to get a possession order from the court and you could be evicted.

As a starter tenant, you have the right to ask us to review our decision to get a possession order. We will attach a form to the notice so you can ask us to review it. We must receive your written request for a review within 21 days of the date we served the notice or we will apply to court for a possession order.

If you ask for a review we will send you a copy of the review procedures.

The reviewing officer has the power to cancel the notice if they think there was something wrong with how we dealt with your case or believes you will keep to the tenancy agreement in future.

If you are successful on review it is likely we will offer you an assured shorthold tenancy with a fixed-term of 2 years. This is so we can monitor how you are doing and make sure you have all the support you need.

What does a review involve?

The review will be carried out by an independent person who was not involved in the decision to apply to court for a possession order.

The reviewing officer will make a decision based on any statement you make, or the evidence you present and the original information the decision to apply for a possession order was based on.

You do not have to go to the review. However, you may want to ask for a hearing. If you ask for a hearing you can represent yourself or ask someone to speak on your behalf (they don't have to be legally qualified).

You will be told the reviewing officers decision, in writing, before any application is made to court for a possession order.

If the reviewing officer makes a decision in your favour, your tenancy will continue. If, however, the reviewing officer decides that asking the court for a possession order was appropriate, we will then make an application to court. We will tell you where you can get independent advice.

If we did take action against you, help is available from a citizen's advice bureau, advice centre or a solicitor.

We are here to help you.

This leaflet tells you what happens if there are problems with your starter tenancy.

This is to show you that we are serious about collecting rent and protecting people from anti-social behaviour.

As a starter tenant you will get as much help as an assured tenant. If you experience anti-social behaviour or have any other problems during your probationary period we'll help you in exactly the same way as we would help a secure tenant.

If you have any questions about your tenancy please contact your Tenancy Officer. They are here to help you.