

Guidance on Starter Tenancies

Q. What is a Starter Tenancy?

A Starter Tenancy is a type of Assured Shorthold Tenancy which is offered to all new tenants in our social and Affordable Rent properties and residents with five year Fixed Term Tenancies. After one year the tenancy can be converted to an Assured Tenancy providing the Starter Tenancy period has been completed satisfactorily. If not, then the tenancy will be ended. If you live in one of our larger properties with four or more bedrooms you will normally be offered a five year Fixed Term Tenancy, subject to completing a one year Starter Tenancy.

Q. Why do we use Starter Tenancies?

We use Starter Tenancies as part of our strategy to deal with any tenancy breaches including anti-social behaviour. We want all of our residents to be able to live peacefully in their homes and the actions of a small number of people can sometimes prevent this. We believe that Starter Tenancies can help establish clear standards of behaviour that we expect from our residents and their families from the start of the tenancy. Should problems arise we can take steps to end a Starter Tenancy if we are satisfied there has been a clear breach of the tenancy. The same standards of behaviour apply to existing tenants and we will take action against any tenancy breaches.

Q. What does a Starter Tenancy mean to me?

A Starter Tenancy means you are in a probationary period for one year from the start of your tenancy. As long as you don't breach the conditions listed in your tenancy agreement we will convert the tenancy to an Assured Tenancy after a final review has taken place. This tenancy will allow you to remain in your home provided the terms of your tenancy are not broken. We will review your tenancy at three, six and nine months, which will include at least one visit to your home to make sure that you are keeping to the terms of your agreement and are not causing nuisance to others. This is

also your chance to talk to us about any aspect of the service we provide. We will not convert your tenancy until after this visit has taken place.

During the first year of your tenancy you will have:

- No right to transfer or mutually exchange your home.
- No right to take in lodgers or sublet part of your home.
- No right to pass on the tenancy, except by way of a court order.
- No right to make improvements.
- No right to buy or acquire your home.

Q. What happens if there are problems with a Starter Tenancy?

We expect most Starter Tenancies to be successfully converted to Assured Tenancies. However, if you are experiencing any problems you should discuss them with us as soon as possible. We will try to help you resolve them and will work with you to help you comply with the terms of your tenancy. If we receive complaints about you, or if your rent account is in arrears, we will investigate the issues and attempt to resolve problems with you. We will confirm our actions in writing and advise you of any actions you will need to take to put things right. In very serious cases we will take immediate action to end your tenancy and evict you. Remember you are responsible for your own behaviour and that of the members of your household and any visitors to your home.

Q. What happens at the end of my Starter Tenancy?

During the ninth month of your tenancy we will carry out a final review and make a decision. If there have been any problems we will discuss this and advise you whether or not we are going to convert the tenancy. If at the end of the 12 months there have been no problems, your tenancy will convert to an Assured Tenancy or a further five year Fixed Term tenancy (if you live in a property with more than four bedrooms and still need a home of this size).

If there have been problems, we would have already discussed this with you and may have issued you with a warning. In this case we may decide not to convert your tenancy and will write to tell you this. We may serve you with a Section 21 Notice. This is a mandatory notice which will end your tenancy after two months and you will no longer have the right to live in the property. In exceptional cases we may extend the period of the Starter Tenancy for another six months.

Q. Can I appeal against a decision?

Yes - when we write to notify you of a decision we will send you details of the appeals process. You will have ten working days from receipt of the letter to appeal. You must appeal in writing, clearly stating your reasons for appealing against the decision.

Call our Service Centre on **020 7613 8080** or seek advice from your local Citizens Advice Bureau. You can find your local bureau by visiting the Citizen's Advice website: **www.citizensadvice.org.uk**.

Q. How can I contact Newlon about my Starter Tenancy?

If you need to contact us please call our Service Centre on **020 7613 8080**, email **customerservice@newlon.org.uk** or you can write to us at:

Newlon Housing Trust, Newlon House, 4 Daneland Walk, Hale Village, London, N17 9FE.

If you would like this information in large print, audio, Braille, or an alternative format, please ask a member of staff.

Newlon Housing Trust

Newlon House, 4 Daneland Walk,
Hale Village, London, N17 9FE.
Tel: 020 7613 8080

Phone calls may be recorded for training and quality purposes.

Newlon Housing Trust is a charitable housing association.

This leaflet was correct at the time of printing. Information does change over time. Please check our publications at www.newlon.org.uk/publications/leaflets-brochures/ for the latest version.

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