



# All you need to know about our Starter Tenancy



**Partnership • Respect • Pride**  
Excellent services for you and your community

## What is a starter tenancy?

This first tenancy you have with us will be for a probationary period of 12 months and it will be reviewed during that time. As long as we have not taken any possession action against you (for example for anti-social behaviour or rent arrears or fraud), and your circumstances remain unchanged (for example your family composition, or your eligibility for social housing), then you will usually be offered a fixed term tenancy of five years, or two years in exceptional circumstances.

Your tenancy agreement explains what rights and responsibilities you have. You should read it carefully before you sign it. Your Tenant Information pack also contains information to help you better understand your tenancy.

## What happens during the first 12 months?

Once you have moved in, we will visit you after six weeks and again after six months to check that everything is alright, that you are not having any problems in managing your tenancy or your home and to check that you have settled into your new home.

We will review your starter tenancy at nine months. This may include a home visit as we need to check that are you still eligible for social housing, whether your circumstances have changed, that you have managed your tenancy and home satisfactorily and to check that you have handled any problems you might have had in managing your tenancy, for instance rent arrears.

You are expected to cooperate with all staff and representatives of Red Kite, including our contractors and agents.

## What if I need help?

If you are having difficulty in managing your tenancy, for instance in paying your rent, you should contact us immediately and we will discuss how we can help you to resolve the situation. Sometimes this may involve making referrals to other organisations that are in a better position to help you.

If the problem is serious, like criminal activity or deliberately damaging your home or not paying your rent, and if you do not co-operate with us to find a solution, we may take steps to end your tenancy and you may lose your home.

## What rights do starter tenants have?

The full details of your rights will be in your tenancy agreement. If there is anything you don't understand, please do ask us.

Starter tenants have broadly the same rights as fixed term tenants but **do not** have the following:

- Right to exchange the tenancy (swap your home with another tenant)
- Right to assign your tenancy except by court order
- Right to make improvements to your home
- Right to acquire

If you are granted a fixed term assured tenancy after your starter tenancy ends, you will have the above rights. You will still need to get our written permission before you exchange, assign or make improvements.

For full details on fixed term tenancies, see our separate leaflet.

## What happens after 12 months?

Once the review of your tenancy is completed, based on how you've managed your tenancy and whether your circumstances have changed, a recommendation will be made to either grant you a fixed term tenancy for five years (as long as we have not started possession proceedings to end your tenancy) or two years in exceptional circumstances, like where there has been anti-social behaviour, or under-occupying or overcrowding etc.

Sometimes we may decide to extend your starter tenancy for a further six months and we will write to you to inform you of this decision and the reasons why, before the end of the first 12 months.

## What are exceptional circumstances?

Where your circumstances have changed, and you are now either:

- Under-occupying, and/or
- Over-crowding, and/or
- No longer require the facilities in that home i.e. adaptations, and/or
- Need re-housing to a more suitable home/area, and/or
- Can afford open market housing.

Or, if we need to balance the resident mix on an estate/development or need to dispose of or refurbish the property, then for these reasons, a recommendation can be made at the nine month review to agree a two year fixed-term tenancy in one of the following:

- The same home, or
- In a smaller home, or
- In a larger home, or
- In a home with no adaptations or with different facilities, or
- In a home in another area.

## Reasons why your starter tenancy may be extended or ended

The following are examples of why we may either extend your 12 month starter tenancy for a further 6 months or begin proceedings to end the starter tenancy:

- Behaving in an anti-social manner e.g. causing excessive noise nuisance;
- Drug dealing or illegal use of drugs;
- Actual or threatened violence or abuse toward any person;
- Domestic abuse;
- Harassment;
- Damaging property;
- Dumping rubbish;
- Unkempt gardens;
- Carrying out car repairs which cause a nuisance;

- Causing parking problems;
- Allowing pets to cause nuisance;
- Not paying your rent;
- Gaining the tenancy fraudulently;
- Subletting your home;
- Failing to engage with us during your tenancy and at the time of your review.

This is not an exhaustive list. Starter tenants have less security than assured tenants and it is likely that the court will agree to end the tenancy in such circumstances.

If we decide to take court action against you to regain possession of the property, you can lodge an appeal, within 10 days of being served with the Notice Requiring Possession, using the form provided and the information which will accompany the Notice.

### **What happens in the extended period?**

We will discuss with you the reasons for the extension and what you need to do to ensure you satisfactorily complete the extended period and have the possibility of being offered a fixed term tenancy. If there are any other agencies/organisations involved in helping you then, with your agreement, we may invite them to attend this meeting.

We will review your tenancy again before the 15 month anniversary. We will assess how you have managed your home and tenancy since the extension of the probationary period. If your management of your tenancy has been satisfactory, then you may be granted a fixed term tenancy of either two years or five years (see All you need to know about your Fixed Term Tenancy).

If your management of your tenancy has been unsatisfactory, then we will serve a Notice and start proceedings to end the tenancy.

If you disagree with the decision to end your starter tenancy, you can lodge an appeal within 10 days of being informed of the decision by following the process and information provided in the decision letter.

### **The appeal process**

The appeal will consider:

- If the Notice has been served correctly;
- If the action (to serve the Notice and end the tenancy) is appropriate;
- If the decision to terminate the tenancy has been taken fairly.
- You will be informed of the outcome in writing and will have no further right of appeal.

### **Help we can provide**

There are various services to help new and existing tenants to successfully manage their tenancy and home, including advice about money and benefits. For more information about the services we provide, please visit the 'Our Services to you' section of our website. Alternatively, you can contact our Relationships Team to talk about what you need - you can find all of the ways you can contact us on our contact page. You can also seek independent advice from your local Citizens Advice Bureau, law centre or solicitor.