

Ombudsman Service, telephoning 08457 125 973, e-mail ombudsman@ihos.org.uk or you can download a booklet at www.ihos.org.uk.

Does everyone get issued with a starter tenancy?

Yes, unless you already hold a tenancy with a local authority or housing association, are being offered accommodation in a sheltered housing scheme or are offered accommodation in the London Borough of Barking and Dagenham or Braintree District Council. In these instances you will be offered a full assured tenancy agreement.

What are the main differences between a starter tenancy and an assured tenancy?

While you are on a starter tenancy with us you will have no rights to the following:

- The right to stay in your home indefinitely
- The right to have or make improvements to your home (except for disability aids)
- The right to exchange or assign your tenancy in any way
- The right to transfer into another property
- The right to acquire or access the Homebuy scheme (however any time spent on a starter tenancy will count towards this scheme in the future)
- The right to sublet or take in lodgers

Remember once the initial 12 months have passed and you have proved the tenancy has been conducted satisfactorily you will then

have the same rights as an assured tenancy.

Once I am granted an Assured Tenancy can it at any time be reversed back to an Assured Shorthold Tenancy?

The law now allows for housing associations to apply to court to demote tenancies to assured shorthold tenancies. We will only do this if we have received evidence and information that proves that you have broken the terms of the assured tenancy agreement because of nuisance or anti-social behaviour.

Please refer to our leaflet "Tackling Anti-Social Behaviour". It tells you more about how we deal with residents that cause nuisance or anti-social behaviour. Our "Tackling Harassment" leaflet tells you more about how we deal with residents that harass their neighbours.



If you would like this document in another language or format, or if you require the services of an interpreter, please contact us.

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STARTER TENANCIES EXPLAINED



***Estuary is a housing association with
Charitable Status***

What is a starter tenancy?

A starter tenancy is an Assured Shorthold tenancy agreement that lasts for a minimum of 12 months and can be likened to a probationary period. During this time it is easier for us to take action against breaches in the agreement in order to repossess the property.

At the end of the 12 months, if we are sure that the tenancy has been conducted satisfactorily, an assured tenancy will be granted. This gives tenants the security to remain in the property as long as the terms of the tenancy are not broken.

Why starter tenancies?

We want to improve the lives of all our residents in their communities. We have seen how just one disruptive family or household can cause misery to residents of a community.

This probationary period will show that tenants can keep to the terms of the tenancy agreement, not cause a nuisance, respect the community in which they live and look after their homes.

What happens if there are problems or the terms of the tenancy are breached?

We will act quickly against anyone who breaks their tenancy agreement. Where problems occur, the Estate Management Officer will point out what is going wrong

and will give advice and help on how to resolve the difficulties. It is important that you keep to any agreement made with us. Where there is a serious or sustained breach of tenancy or failure to stick to an agreement the Association will take legal action to end your tenancy.

You should remember we can not resolve disagreements with your neighbours about life styles. Please refer to our leaflet on "Tackling Anti-Social Behaviour".

You must also remember that under the terms of the agreement you are responsible for the behaviour of anyone living in or visiting your home. It doesn't matter where the nuisance happens – in your home, outside it or anywhere in the locality, we will take action against you as the person named on the tenancy agreement.

Will I be granted an assured tenancy agreement after 12 months?

The majority of residents will cause no problems and will be granted the full rights of an assured tenancy at the end of the probationary period.

What circumstances would end a starter tenancy?

Where a serious problem is caused or we receive regular complaints about the conduct of the tenancy or an Officer of the Association witnesses an activity that breaches tenancy conditions.

What happens if an assured tenancy agreement is not granted at the end of the 12-month probationary period?

If the starter tenancy has not been conducted satisfactorily then legal action to end the tenancy could have been commenced or a decision reached to extend the probationary period for up to a further 6 months.

Prior to the end of the 12 month period we will write informing you of the decision not to grant a full assured tenancy agreement and what action we intend taking. You will be given details on how to appeal this decision and be advised to seek independent legal advice.

Is there a right of appeal against a decision to extend or end a starter tenancy?

If problems still exist in relation to the conduct of a starter tenancy and we have written informing you that we are extending or ending your tenancy you do have the right to appeal this decision.

In the first instance you must use our formal Customer Feedback Procedure. Your case will be fully investigated and you will be informed of our decision in writing.

If following this appeal decision, you remain dissatisfied you can take your complaint to the Independent Housing Ombudsman. A separate leaflet can be obtained from us or by contacting the Independent Housing