

policy



Tenure & Starter Tenancy

Responsible Officer:	Assistant Chief Executive- Neighbourhoods
Approved:	February 2018
Review Date:	February 2021
Regulatory Code:	Tenancy Standard
Scope:	Sadeh Lok

1.0 Statement of Intent

- 1.1 This policy sets out the types of tenancy that will be offered to tenants of Sadeh Lok and the circumstances in which each type will be used. It is intended to ensure that;
 - We comply with legal and regulatory requirements
 - The types of tenancies offered are clearly defined
 - The circumstances in which different tenancies are offered are clear, transparent and fair.
 - We respond to the needs and demands of our tenants
 - We make best use of our housing stock
- 1.2 Sadeh Lok will issue tenancies in accordance with the Regulators Tenancy Standard and as far as is reasonably possible and they align with our strategies, the Tenancy Strategies of the local authority areas in which we operate.
- 1.3 This policy applies to all general needs and Housing for Older People lettings.
- 1.4 The terms 'customers'/'tenant/tenants' shall mean the tenant, including joint tenants who hold the tenancy with Sadeh Lok and, where appropriate, shall be deemed to include those for whom the tenant is responsible under the terms of the tenancy, including household members and visitors to their home.

2.0 Tenancy Types

- 2.1 Sadeh Lok offers a range of housing for rent including but not necessarily limited to:
 - General needs housing for single people; couples; families including larger families; and older people
 - Supported living housing for older people
 - Supported living housing for vulnerable people
- 2.2 Supported living housing is usually offered in collaboration with other agencies providing the 'supported living' element; Sadeh Lok does not itself offer intensive housing management support.
- 2.3 General needs housing for rent will always be first offered on the basis of an Starter (Assured Shorthold) Tenancy for an initial 12 months, except that in accordance with the HCA Regulatory Code, applicants who were social housing tenants on 15 January 2012 (and who have remained social housing tenants since that date) will be granted at least the same security of tenure with Sadeh Lok as they had with their current social landlord unless the new property is let under Affordable Rents.
- 2.4 Supported Living housing for rent will usually be first offered on the basis of a Starter (Assured Shorthold) Tenancy for an initial 12 months.

- 2.5 Some Supported Living tenancies may only be offered on licence or other limited tenure depending on the type and/or aims of the scheme/project where that is most appropriate to the type of Supported living.
- 2.6 If the tenancy (whether General Needs or Supported Living) has been conducted satisfactorily and meets Sadeh Lok's 'Tenancy Evaluation Criteria' (or TEC – see Appendix 1), the tenancy will be converted to a fixed term Assured Shorthold Tenancy, usually with a standard prescribed period of five years (however, see 2.10 below).
- 2.7 If at the conclusion of the first and each subsequent fixed term tenancy period the tenancy has been conducted satisfactorily, meeting Sadeh Lok's TEC, the tenancy will be renewed with a further 5 year fixed term assured shorthold tenancy.
- 2.8 The (non-Shorthold) form of Assured tenure shall no longer be offered by Sadeh Lok to new applicants. However, existing tenants who have an Assured Tenancy continue to have security of that tenancy, including internal transfers, mutual exchanges and applicants from other registered providers who were an assured tenant before January 2012.
- 2.9 Where a tenant has failed to meet the TEC requirement, then the tenant shall be given a minimum of two-month's' notice where the tenancy is an assured shorthold starter tenancy, or a minimum of 6 months for a fixed-term assured shorthold tenancy, including grounds on which the tenancy is not being renewed, and their tenancy shall terminate at the end of the fixed term of their tenancy.
- 2.10 A fixed term tenancy of less than 5 years may be offered in cases where a tenancy has not met all TEC requirements but has met a substantial part of the requirement (see Appendix 1). The grounds on which the offer of a 2 year rather than a 5 year tenancy is being offered will be stipulated with the offer.
- 2.11 In cases where a fixed term tenancy is offered for a period less than 5 years, the tenancy shall be offered for a minimum/maximum of 2 years.
- 2.12 The offer of a fixed term tenancy shall not exclude an applicant's rights under the Right to Acquire (RTA) scheme to buy their home.
- 2.13 Sadeh Lok may seek the use of demoted tenancies for existing Assured tenants where this is appropriate as part of its strategy in managing tenancy breaches.
- 2.14 Sadeh Lok supports adult applicants wishing to sign as joint tenants should they choose to do so as long as both are eligible and qualify under Sadeh Lok's Allocations & Lettings policy.
- 2.15 All tenancy types shall clearly identify the rent charges applicable to the property being offered, along with any service charges attached to the property/scheme/service.
- 2.16 Rent will be set subject to Incommunities Group's published Rent Setting Policy and may be either:

- A Social Rent
- An Affordable Rent
- An Intermediate Rent
- A Market Rent

2.17 Sadeh Lok offers housing for rent on a basis of need.

2.18 Sadeh Lok reserves the right to vary from this policy where there are identifiable grounds to do so, subject to Board approval.

3.0 Starter Tenancies

3.1 A starter tenancy is an Assured Shorthold Tenancy and is linked to Sadeh Lok's Tenancy Evaluation Criteria (TEC for short) for monitoring, intervention and review as outlined in this policy.

3.2 If a tenant manages their starter tenancy successfully we will offer them a Fixed Term (Shorthold) Assured Tenancy of either 2 or 5 years.

3.3 Starter tenancies are for all new customers who have not held a (Non-Shorthold) Assured tenancy prior to 1 April 2012. Customers who were an Assured (Non-Shorthold) tenant – or equivalent – before 1 April 2012 continue to have security of that tenancy, including internal transfers, mutual exchanges and applicants from other registered providers; these customers shall be offered an Assured Non-shorthold tenancy (or Secure tenancy where appropriate and legally permissible) on terms similar to their existing tenancy.

3.4 At the beginning of their starter tenancy, we will provide new tenants with information about their Starter Tenancy and the Tenancy Evaluation Criteria scheme we use to evaluate tenancies along with guidance on the possible outcomes.

3.5 We will normally give tenants the opportunity to rectify any breach of tenancy before commencing any possession action. However, we may take immediate action if there's a serious breach of tenancy.

3.6 A tenant can challenge any decision to extend or end the tenancy if we have not followed our own policy and procedures through the Starter tenancy period and its appeals process.

3.7 The level of rent arrears or anti-social behaviour we will tolerate before starting possession action will generally be the same for all tenants, regardless of tenure. However, Starter tenants can be evicted quicker and more easily. For example, we are able to end a tenancy due to rent arrears using a Section 21 Notice.

3.8 We will notify the Housing Advice/Options team of the relevant Local Authority

when we decide to end a tenancy.

- 3.9 We reserve the right to depart from this policy where there are justifiable grounds to do so, subject to Board approval.

4.0 Use of Starter Tenancies

- 4.1 Sadeh Lok has adopted Starter tenancies as a means by which to assist it and its customers to achieve successful sustainable tenancies and communities.

- 4.2 We believe starter tenancies can help to establish clear expectations about how tenants should conduct their tenancies and the standards of behaviour for new tenants and their families from the start.

- 4.3 A Starter tenancy will be given to new tenants but not to:

- Existing Sadeh Lok tenants who 'transfer' from one property to another, unless they are transferred while on a starter tenancy, in which case they will be transferred on to another starter tenancy
- Tenants moving directly from an existing Assured Non-Shorthold or Secure Tenancy that commenced before 1 April 2012; shall be offered equivalent security of tenure unless moving to an Affordable Rent or similar type tenancy
- Tenancies on Intermediate Rent or Affordable Rent which are subject to specific regulation
- Shared ownership customers – this is a different form of tenancy/lease which is part of a low cost home ownership model

- 4.4 New tenant's conduct of their tenancy will be monitored by the use of Sadeh Lok's Tenancy Evaluation Criteria (as detailed herein) and tenant's will be offered support as may be required within the first 12 months of their tenancy, aiming to:

- Ensure tenants are able to successfully maintain and sustain their tenancy and reduce tenancy failure
- Reduce anti-social behaviour and encourage community cohesion
- Achieve consistency in professional tenancy management practice and treat tenants in a fair and non-discriminatory way

- 4.5 The same expectations of good behaviour and tenancy compliance apply equally to existing tenants.

- 4.6 Nothing contained in this policy shall remove the right of Sadeh Lok in seeking possession of a property at any time during the life of a Starter tenancy where there is a serious breach of the tenancy to the extent that allows us to seek

immediate possession under applicable law and/or for Asset Management strategy purposes.

- 4.7 Therefore, in cases of serious tenancy breach, a decision to use Section 21 can be taken before the 9 month milestone described in the Tenancy Evaluation Criteria below.
- 4.8 Section 21 may also be used where it is subsequently found that false information has been supplied or requested relevant information withheld during the application process.

5.0 Tenant's Rights and Responsibilities

- 5.1 At the beginning of a Starter tenancy, we will give new tenants information about their responsibilities and the implications of any breach of their starter tenancy.
- 5.2 During the Starter Tenancy period, tenants do not have the following rights:
- No right of assignment (unless by court order)
 - No right of exchange (i.e. transfer or mutual exchange) except by exception at Sadeh Lok's discretion
 - No right to take in lodgers or to sublet
 - No right of compensation for improvements; an exception may be made where an adaptation is required due to disability
 - No right to Right to Acquire
- 5.3 In the event of the death of a tenant with a starter tenancy the statutory succession rights for Assured Shorthold Tenancies will apply.
- 5.4 Tenants are responsible for their own behaviour and that of their family and anyone living with them, along with visitors to their home.
- 5.5 Starter tenancies are not intended to deal with minor neighbour disputes; we expect all our residents to act in a neighbourly way and to take responsibility for resolving minor matters themselves. However, we recognise that neighbour disputes have the potential to escalate and result in anti-social behaviour or harassment, and Starter Tenancies can present an opportunity to instill principles of good neighbourliness that may prevent escalation.

6.0 Pre-tenancy Management

- 6.1 All prospective tenants are required to complete a housing application form and a financial assessment form. As part of the housing allocations process our staff will verify the information provided to ensure that an offer of a tenancy can be made in accordance with Sadeh Lok's Allocations policy.
- 6.2 Depending on the information provided tenants who are to be offered a starter

tenancy may be contacted or invited to attend a pre-tenancy meeting with a member of Sadeh Lok's housing management team (normally a Neighbourhood Officer) to agree areas where support, advice and information may be needed to help sustain their new tenancy.

- 6.3 If it is anticipated that when an offer of a home is made where an individual(s) may need assistance to sustain their tenancy, additional support through appropriate external agencies will be offered or arranged wherever possible, particularly during the first twelve months to increase the tenant's chances of successful conversion to a non-shorthold assured tenancy.
- 6.4 Wherever practicably possible, where support is required it will be offered and put in place at the commencement of a tenancy but where this is not possible, as soon as possible after the tenancy has started or the need for support is identified subsequent to the start of the tenancy.

7.0 Management of Starter Tenancies

- 7.1 Housing Management staff will visit all new tenants within 6 weeks of their tenancy commencing and then at least once if not twice more over the following eight months of the starter tenancy as part of reviewing the conduct of the tenancy relevant to the requirements of Sadeh Lok's Tenancy Evaluation Criteria (TEC).
- 7.2 Tenants who fail to keep the required appointments during the period of their Starter Tenancy may be served with notice to extend or end the tenancy.
- 7.3 TEC involves an ongoing programme of monitoring, including, where made, the assessment of the impact of referrals to other agencies; this may involve joint case reviews with those other agencies.
- 7.4 Information relating to the conduct of the tenancy for TEC purposes will be reviewed at four and nine months after the commencement of the tenancy. Checks will be made for:
 - Rent arrears
 - Reports of anti-social behaviour
 - Other breaches of tenancy, such as untidy gardens or damage to property
 - Any changes in support needs
 - Unmet support needs
 - Occupancy levels
 - Accuracy of application information and references
- 7.5 Usually a home visit will be undertaken as part of the four and nine month TEC reviews. However, following a desk-top review, if in our opinion telephone contact will suffice, then contact may be by telephone instead of a home visit.
- 7.6 Tenants will be required to allow home visits to take place/engage with officers

via the telephone. Should a tenant fail to allow home visits to take place or engage in telephone contact this shall be recorded and may affect the decision that we will make at the end of the Starter Tenancy.

- 7.7 Other ongoing reviews actions and/or visits may be carried were considered necessary by us or requested by a tenant.
- 7.8 If there is a problem or problems, they will be raised and discussed with the tenant during the home visit/contact, including confirmation in writing of the steps they can take to improve things (and available support if applicable).
- 7.9 If a tenant subsequently fails to take the action asked of them in the letter, we will take action as outlined in this policy, or in more serious cases, take legal action to end the starter tenancy.
- 7.10 The TEC review will be undertaken by an appropriate Housing Management colleague, usually a Neighbourhood Officer*, who will write to the tenant after each review confirming the outcome of the review.

*TEC reviews may be carried out by other Housing management colleagues where this is deemed appropriate – i.e. because there are rent arrears affecting the tenancy, the review may be undertaken by an Income Officer in preference to a Neighbourhood Officer.

- 7.11 Letters issued to tenants following reviews/home visits will clearly state what is required to address any issues highlighted, with specified timescales as may be appropriate and confirmation of the consequences if matters are not addressed.
- 7.12 The letter following the 9 month review of the tenancy will clearly state what action we propose to take as the Starter tenancy moves towards its end (at 12 months).
- 7.13 The possible actions are:
- Confirming an offer of a Fixed Term Shorthold Assured Tenancy (usually for a term of five years but for a minimum of 2 years)
- Or;
- Extending the starter tenancy period by 6 months
- Or;
- Serve notice to end the tenancy; in which case information on how to appeal the decision will be sent to the tenant
- 7.14 Tenants will be advised that they should always seek independent legal and other appropriate agency advice on receipt of written confirmation of course of action we will be taking.
- 7.15 We recognise that ‘vulnerable adults’ may be in need of community care services or may be unable to take care of him or herself or unable to protect him or herself against significant harm or exploitation and may be less likely to understand the implications of the Tenancy agreement.

7.16 We shall take reasonable action to advise and protect vulnerable adults when a tenancy agreement is offered and accepted, including ensuring that vulnerable tenants have the opportunity to be supported by an appropriate advocate, identifying a potential independent advocate for them if necessary and possible. We may also consider referring the tenant to supported living.

8.0 Offer of a Fixed Term Tenancy

8.1 The decision to offer tenant a Fixed Term (Shorthold) Tenancy at the end of the starter tenancy will be based on the following Tenancy Evaluation Criteria:

- The tenant has engaged with Sadeh Lok to allow the tenancy evaluation process to be fully completed
- The rent account has been conducted such that there has been no rent and/or service charge arrears on their rent account over the life of the Starter tenancy
- While there may have been some low level rent and/or service charge arrears on their rent account from time to time, there has been no more than one occurrence of arrears in excess of 8 weeks, and which must have been rectified promptly
- There has been no rechargeable repairs or where a tenant has been recharged for a rechargeable repair or other rechargeable costs, the tenant has either paid off the recharge in full or has signed an appropriate agreement to pay off the recharge debt in instalments and is maintaining that agreement
- There has been no anti-social behaviour (ASB) for which the tenant is responsible that required us to launch an investigation or on investigation the allegations were not proven or were found to be of a minor nature requiring no more than a single warning letter
- The tenant or household has not engaged in abusive and/or anti-social behaviour towards Sadeh Lok's staff and/or its agents, such that required us to issue a warning letter and/or forced to take enforcement action
- The tenant has kept their garden and other external areas of their home tidy, meeting both the general requirements of their tenancy agreement and those of any agreed and published scheme specific garden standards, to the extent that we have not found it necessary to issue a warning/ improvement notice to effect improvement
- The tenant or household has not been found to have caused damage in any communal area and complies with any published policy in relation to the use and maintenance of communal areas (where applicable) and published health & safety and fire safety requirements/arrangements as applicable
- The tenant has granted access for annual gas safety testing and other

repairs and maintenance activities without the need for us to implement any of its access enforcement procedures

- The tenant is maintaining the internal areas of their home and its fixture and fittings to a reasonable standard, free from deliberate misuse and/or abuse, so that we have not found it necessary to issue any warning/improvement notice
- The tenant is **not** under occupying their home by one or more bedrooms - unless the home is an adapted home or the tenant is of pensionable age
- Where a tenant is of pensionable age and is clearly under-occupying the property and does not require overnight care and support, either from an agency or from family members, then we reserve the right to make an offer of alternative accommodation or end their starter tenancy without the offer of a fixed-term (Shorthold) Assured tenancy

8.2 The offer of a Fixed-Term (Shorthold) Tenancy at the end of the starter tenancy shall be confirmed in writing to the tenant within 20 working days of the ninth month tenancy review.

8.3 Where an offer of a Fixed Term (Shorthold) Tenancy is made at the end of the starter tenancy, the tenant will be asked to sign a new agreement.

8.4 If the tenant refuses or otherwise fails to sign the tenancy offered, the tenant will be served with a Section 21 notice to seek possession of the property.

8.5 Applicants shall only be offered a property that matches their need, does not result in overcrowding or under-occupation, and is affordable to them at the time an offer is made. This may mean the tenant being offered a property other than one in which they were tenant under their Starter tenancy.

8.6 The offer of a fixed term tenancy shall not exclude an applicant's rights under the Right to Acquire (RTA) scheme to buy their home.

9.0 Extending/Ending a Starter Tenancy

9.1 All reasonable efforts will be made to help tenants sustain their tenancy. However, if the tenant has not successfully managed their tenancy, their tenancy will either be extended for a further six months or ended.

9.2 All decisions to extend or end a starter tenancy must be evidenced and the evidence reviewed by the Housing Service Team Leader, who must then sign-off the decision or instruct otherwise prior to the decision being confirmed in writing to the tenant.

9.3 All decisions on extending or ending a tenancy must be confirmed in writing to the tenant within 20 working days of the ninth month tenancy review.

10.0 Extending a Starter Tenancy

10.1 A starter tenancy will be extended if during the starter tenancy period there is a breach of tenancy, based on the following Tenancy Evaluation Criteria, including (but not necessarily limited to):

- The tenant partially engaged with Sadeh Lok to allow the tenancy evaluation process to be completed but it was only accomplished after more than one home visit access attempt was made or one of the review home visits could not be completed
- There has been more than one instance of rent arrears in excess of 8 weeks and/or was not rectified promptly or other debt on the tenant's account or the tenant has failed to make regular payment of rent or has made erratic payment of rent
- There has been minor rechargeable repair/s (i.e. of a value not greater than £150 but the tenant has not cleared the recharge at the ninth month anniversary of the tenancy and/or has failed to make regular payments to clear the recharge debt or has made erratic payments against the debt
- There has been report/s of low level or serious anti-social behaviour (ASB) and investigations are ongoing at the ninth month anniversary of the tenancy
- The tenant has responded to our reasonable request/s to engage with support agencies but has failed to maintain contact or meaningfully engage with the agency/s (as reported by the agency)
- There have been other housing management issues, for example, the tenant has caused minor damage to their home or a shared area or failed to respond to a notice to tidy the garden
- There has been a failure to adequately respond to allow access for gas safety checks to the extent that we had to go to stage one of its gas safety no access procedures
- There has been a failure to adequately respond to allow access for repairs/maintenance related activities to the extent that we have had to formally write a warning letter to obtain access
- The tenant is under occupying their home by one or more bedrooms, unless the home is an adapted home or the tenant is of pensionable age. In this situation the Starter tenancy shall be extended for 6 months to allow the tenant to identify alternative housing or for personal circumstances to change (e.g. additional family member moving in), with support from Sadeh Lok where this is appropriate
- The tenant is (statutorily) overcrowded. In this situation the Starter tenancy shall be extended for 6 months to allow the tenant or other occupants to identify alternative housing, with support from Sadeh Lok where this is

appropriate

- The tenant was granted an adapted home and the tenant or household member who qualified for the adaptation is no longer living at the property, unless the tenant is of pensionable age. In this situation the Starter tenancy shall be extended for 6 months to allow the tenant to identify alternative housing, with support from Sadeh Lok where this is appropriate
- The tenant is of pensionable age and is clearly under-occupying the property and does not require overnight care and support, either from an agency or from family members, then we reserve the right to make an offer of alternative accommodation or end their starter tenancy without the offer of a fixed-term (Non-Shorthold) Assured tenancy. In this situation the Starter tenancy shall be extended for 6 months to allow the tenant to identify alternative housing, with support from Sadeh Lok where this is appropriate

10.2 Where a starter tenancy is extended, there will be further monitoring and a decision on whether to end the tenancy or offer a fixed term tenancy will be made within 4 months from the date of the commencement of the extension.

10.3 Once a decision has been made, the same policy and procedures shall apply on ending the starter tenancy or converting it to a fixed-term tenancy as would apply had the starter tenancy not been extended, with the TEC to be applied afresh to the extension period to monitor improvement or deterioration of the situation.

10.4 Where a starter tenancy has been extended and we are subsequently prepared to make an offer of a fixed-term tenancy it reserves the right to do so on the basis of a 2 year fixed-term tenancy where there were relatively serious matters over which the starter tenancy was extended – e.g. rent arrears or ASB or a combination of those and other TEC requirements.

11.0 Ending a Starter Tenancy

11.1 A starter tenancy will be ended and no extension made or offer of a fixed-term tenancy if there has been a serious breach of the starter tenancy agreement or false/withheld information or references, based on the following Tenancy Evolution Criteria, including (but not necessarily limited to):

- The tenant has failed to engage with us so that the tenancy evaluation process could not be completed or was substantially impaired.
- Rent arrears or other debt on account in excess of eight weeks rent at the ninth month anniversary of the tenancy and the tenant has failed to respond to requests to clear the arrears and/or has failed to make payments under an agreed Rent Arrears Reduction Agreement and/or has failed to engage with money matters type support nominated by Sadeh Lok.
- There has been serious rechargeable repair/s (i.e. of a value in excess of £150) and the tenant has not cleared the recharge at the ninth month anniversary of the tenancy, or, has failed to make regular payments to clear the recharge debt or has made erratic payments against the debt.

- There has been report/s of serious or persistent anti-social behaviour, involving at least one high level incident or a persistence low level offences (as defined in Sadeh Lok's anti-social behaviour policy) and, where there is reasonable evidence that the reported ASB is a valid complaint, whether or not the complaint has been fully proven or other action has been commenced at the ninth month anniversary of the tenancy.
- The tenant has been abusive towards Sadeh Lok's staff and/or its agents, such that required Sadeh Lok to issue a warning letter on more than one occasion and/or could not reasonably be accepted as a one-off out-of-charter type incident.
- The tenant has failed to respond to reasonable requests to engage with support agencies recommended by Sadeh Lok.
- There have been other serious and/or persistent/repeated housing management issues, for example, the tenant has caused serious damage to their home or a shared area or has failed to respond to two or more notices to tidy their garden.
- There has been repeated failure to allow access for gas safety checks to the extent that we had to go to stage two of its gas safety 'no access' procedures
- There has been repeated failure to adequately respond to allow access for repairs/maintenance related activities to the extent that we had to formally write a warning letter on two or more occasions to obtain access
- There has been any other serious breach of the tenancy over which we have commenced, or would be in its right to commence separate legal proceedings for possession
- The tenant is of pensionable age and is clearly under-occupying the property and does not require overnight care and support, either from an agency or from family members, then we reserve the right to make an offer of alternative accommodation or end their starter tenancy without the offer of a fixed-term (Non-Shorthold) Assured tenancy

11.2 Where a starter tenancy is being ended Sadeh Lok's Housing Management staff shall provide appropriate advice to the tenant on their housing options and contact the Housing Advice/Options team of the relevant Local Authority.

12.0 Fixed Term Tenancies

12.1 Following the successful conversion of a Starter Tenancy, Sadeh Lok will offer a fixed term assured shorthold tenancy for either a minimum period of 2 years or more usually, 5 years.

12.2 A 2 year fixed term tenancy will be offered where over the life of the starter tenancy it has been necessary to issue two or more improvement/warning letters

in any one or a combination of the TEC, details of which are included in section 8.1 of this policy.

- 12.3 Fixed term tenancies will be monitored by a Neighborhood officer using the same TEC as for starter tenancies.
- 12.4 When a fixed term tenancy reaches the end of its term, provided the tenancy has been conducted satisfactorily, the tenant will be granted a fixed term assured shorthold tenancy for a further 5 year period (or 2 years where there have been concerns about the conduct of the tenancy)
- 12.5 The conditions under which Sadeh Lok will decide whether to grant a further fixed term tenancy as a follow-on to an existing fixed-term tenancy coming to the end, will be based on the same criteria as for Starter Tenancies (see section 8.1 & 11.1).
- 12.6 Tenants will be advised in writing where Sadeh Lok will not grant a further fixed term tenancy. Tenants will have the right to appeal this decision as set out below.

13.0 Appeals

- 13.1 Tenants can request a review of a decision to extend their starter tenancy as described in Appendix 1 to this policy.
- 13.2 Tenants can appeal a decision to end their starter tenancy without an offer of a Fixed Term (Shorthold) Assured tenancy, or, where the offer of a 2 year fixed term tenancy is made in preference to a 5 year fixed term tenancy by following the process set out in Appendix 5 of the Incommunities Group Starter Tenancy Policy.
- 13.3 Tenants can appeal a decision not to renew a fixed term shorthold assured tenancy, or, where the offer of a 2 year fixed term tenancy is made in preference to a 5 year fixed term tenancy by following the process set out in the Incommunities Group Starter Tenancy Appeal Procedure.
- 13.4 Tenants will be sign posted to agencies from who they can ask for advice about their appeal (i.e. Citizens Advice Bureau, law centre or solicitor).
- 13.5 All appeal decisions will be reported to Sadeh Lok's Board of Management.
- 13.6 There is no general right to complain about the outcome of an appeal decision.
- 13.7 Sadeh Lok will not grant weekly Assured Non-Shorthold tenancies at the end of a Starter Tenancy. A tenant who disagrees with this aspect of this policy should have regard to Sadeh Lok's complaints procedure.

14.0 Implementation

- 14.1 The Board and Senior Leadership team (Incommunities Group) are responsible

for ensuring that the policy is implemented.

- 14.2 Under the delegated authority contained within the organisation's Standing Orders, it is the responsibility of all employees to ensure that their work is carried out in line with this policy and procedures relating to it.
- 14.3 Consistent with this, the Head of Sadeh Lok has specific responsibility for the operational implementation of this policy and the Housing Services Team Leader shall work with the Head of Sadeh Lok to ensure that the day-to-day activities of colleagues engaged in the housing management function relevant to this policy lettings are carried out in line with this policy and procedures relating to it.

15.0 Related Policies

- Incommunities Group Anti-social Behaviour Policy
- Incommunities Group Data Protection & Privacy Policy
- Incommunities Group Safeguarding Vulnerable Adults Policy
- Incommunities Group Starter Tenancy Appeal Procedure
- Incommunities Group Succession Policy
- Incommunities Group Tenancy Fraud Policy
- Sadeh Lok Ltd. Allocations Policy
- Sadeh Lok Ltd. Equipment and Adaptations Policy
- Sadeh Lok Ltd. Income Management Rent Collection and Current Rent Arrears Policy
- Sadeh Lok Ltd. Mutual Exchange Policy

16.0 Review

- 16.1 This policy and associated procedure will be reviewed every three years or earlier if legislative/regulatory changes arise.
- 16.2 In addition, the effectiveness of Sadeh Lok's Starter Tenancies policy will be measured by comparing the number of successful and terminated starter tenancies. The reasons why starter tenancies have failed will be considered and policies and procedures reviewed as appropriate.

APPENDIX 1

REVIEW OF DECISIONS TO EXTEND A STARTER TENANCY

Starter Tenancy Extension Review Process

- 1 A tenant can request a review of a decision to extend their starter tenancy and a review will be carried out where the request is made in writing within 10 working days of Sadeh Lok notifying the tenant of its decision to extend their starter tenancy.
- 2 The tenant's written request for a review should clearly identify the grounds on which they are seeking review.
- 3 Tenants will be sign posted to agencies from who they can ask for advice about their request for a review (i.e. Citizens Advice Bureau, law centre or solicitor).
- 4 The review will be conducted by the Head of Sadeh Lok or other (Group) senior manager/director.
- 5 The Head of Sadeh Lok or other senior manager/director will ensure that the review is undertaken and a written response made within 25 working days from the date the request for review was received.
- 6 The Housing Services Team Leader will collate the relevant information/evidence into a folder containing the evidence, including a summary of how the decision was reached and this will be passed to the Head of Sadeh Lok or other senior manager and the tenant/s* within 10 working days of being requested.

* Copies of evidence and the summary of the reasoning behind the decision to terminate should be disclosed to the tenant as well as the Head of Sadeh Lok or other senior manager. If the evidence contains sensitive or confidential information, then non-disclosable information should be redacted in the same way it would be for Data Protection or Court proceedings.
- 7 The tenant will be granted a personal hearing as part of the review where this is requested.
- 8 Where a personal hearing is requested the tenant may be accompanied by one family member or friend (in addition to any recognised carer) and/or an advisor/advocate from a recognised agency or a member of Incommunities Community Trust Panel or an external Resident support group.
- 9 The outcome from the review will be final and must be confirmed in writing within 5 working days of the conclusion of the review; in any event not more than 25 days from the date the appeal was received.
- 10 The possible outcomes from a review are:
 - (a) uphold the decision
 - (b) overturn the decision and offer a 2 or 5 year Fixed-Term assured shorthold tenancy
- 11 Where, in the course of a review, it is found necessary to gather additional information/evidence the period for completing the review may be extended up to a maximum of 10 working days.

- 12 All review decisions will be reported to the Board of Management as part of the agreed reporting regime.