

We will give you the opportunity to rectify any problems. However, if you continue to break the terms of your agreement, we will look at ways of ensuring that you improve the situation. This may include legal action being taken against you.

On what grounds would a Starter Tenancy be terminated?

Starter Tenancies are a tool to combat anti-social behaviour and are not be used to take action on rent arrears. The Association has a separate policy which is used to address rent arrears. During the first twelve months of the Tenancy your Housing Officer will monitor your rent account and arrange a visit if necessary, to discuss any problems you may be having or any complaints received. If the Association is considering ending your Tenancy, we will give you details in writing of the complaints we have received or of the breach of Tenancy Agreement. You will be given the opportunity to discuss the complaint/breach, give your version of events and discuss mitigating circumstances. If the Association concludes that there is sufficient grounds to terminate the Starter Tenancy we will initiate the procedure to terminate the tenancy.

How will I know if my Starter Tenancy is to be terminated?

The Association will serve a Notice Requiring Possession (Section 21 of the Housing Act 1988) and this Notice will run for 2 months.

The Notice will be accompanied by a letter explaining why the notice has been served and attach the complaints made against you. If you have not vacated the property by the date shown on the Notice we will use the Accelerated Possession Procedure. This is a quick procedure where a Court order will be obtained.

Do I have the right to appeal?

Yes, after the initial service of the Notice Requiring Possession, you will have 14 days in which to appeal to the independent appeal panel which comprises of a board member and a senior manager not associated with the case. The appeal request needs to be in writing to the Anti Social Behaviour Manager who will arrange for an independent panel to review your case. You will be informed in writing of the decision of the appeal. St Vincent's Housing Association Ltd also has a formal complaints procedure which can be obtained from the main office or alternatively please see our website for further information www.svha.co.uk

Where can I get further advice?

If you are unclear about any of the above please contact your Housing Officer or alternatively your local Citizens Advice Bureau, Law Centre or a solicitor.

Central Office

1st Floor, Metropolitan House,
20 Brindley Road,
Old Trafford,
Manchester M16 9HQ
Telephone 0845 606 6565
Fax 0161 772 2121
E-mail enquiry@svha.co.uk
Minicom 18002 0161 772 2156

Haslingden Office

41 Bury Road, Haslingden,
Lancashire BB4 5PG
Telephone 0845 050 0570
Fax 01706 260412

The Manchester Foyer

61 Booth Street West, Manchester M15 6PP
Telephone 0161 276 1000
Fax 0161 276 1001

The Blackburn with Darwen Foyer

1A Princes Street, Blackburn BB2 1LS
Telephone 01254 222030
Fax 01254 222043

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St. Vincent's Housing Association Limited

www.svha.co.uk

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Starter Tenancies



RESPECT
STANDARD
FOR HOUSING
MANAGEMENT

Why have a Starter Tenancy?

St Vincent's Housing Association is committed to the government's Respect Agenda. One of the outlining issues of the Respect Agenda is tackling anti-social behaviour and other breaches of tenancy conditions. Starter Tenancies are just one of the number of measures introduced by the Association to deal with disruptive tenants.

The Housing Act 1996 gave powers to Housing Associations (Registered Social Landlords) to deal with tenants who are unruly and disrupt the lives of law abiding residents, and new tenants, who behave in such a manner will be evicted.

What is a Starter Tenancy?

Unless you are transferring from a Secure or Assured Tenancy you will start your tenancy as a Starter tenant. A Starter Tenancy is an Assured Shorthold Tenancy which will last for 12 months from the date your tenancy begins. During this period the Association will keep your tenancy under review. If you do not break any tenancy conditions during this time you will automatically become an Assured Tenant after the 12 month period. There will be no need to sign another agreement. If you do break any of the tenancy conditions during your Starter Tenancy we may choose to evict you from the property or we may choose to extend the period of your Starter Tenancy by up to 6 months to give you another chance to prove you can conduct your tenancy in a satisfactory manner.

What does it mean if I have a Starter Tenancy?

If you have a Starter Tenancy the Association agrees to provide you with a home and make sure it is in good repair. You have the right to live peacefully in your home without interference from us as long as you keep to the terms of your tenancy agreement.

If you do break any of the tenancy conditions during your Starter Tenancy the Association does not have to prove that you have done so in Court. The Court has to be satisfied that we have followed our procedures and then the Court must grant an order for your eviction.

What rights do I have with a Starter Tenancy?

Your rights are similar to those of an Assured tenant with exception that for the life of the Starter Tenancy you will not have the right to:

- Apply to acquire your property.
- Carry out improvements, alterations or additions to the property.
- Exchange your home / Transfer from your home.
- Succession of your tenancy to a family member/ partner.
- Sublet or take in lodgers.

What are my responsibilities under my Starter Tenancy?

Under the terms of your Tenancy you agree to pay your rent on time and ensure that you have no rent arrears. If you are eligible for Housing Benefit you are responsible for submitting and chasing your claim. It is important that you have a clear rent account. If you do not pay your rent we will contact you and talk to you about your arrears. We will give you the opportunity to rectify the situation and make an agreement to reduce the arrears. However, if you do not contact us or you fail to keep to agreements we will take legal action against you to gain possession of your home.

Your behaviour is expected to be reasonable.

What we mean by this, is that you have not caused a serious disruption to neighbours or other persons in the community. We would deem unacceptable behaviour to include violence, criminal activity or racial or any other form of harassment.

You are expected to comply with all the terms of your Starter Tenancy Agreement. Your rights and obligations will be fully explained or should have been explained when you signed your Tenancy Agreement.

How will my Starter Tenancy be monitored?

You will receive at least two visits from an officer during the 12 month of your starter tenancy. The first visit will be in 3rd month and the second visit will be in the 9th month of the tenancy. The second visit will be a formal review of your starter tenancy. At the second visit your housing officer will explain to you what will happen to your tenancy. If there are no problems with your tenancy then after 12 months the tenancy will automatically convert to an assured tenancy as explained in your tenancy agreement.

What other responsibilities do I have?

Under the terms of your tenancy agreement you have various other responsibilities. These include:

- Ensuring that you, members of your family or visitors to your property do not cause a nuisance to neighbours or local community.
- To keep the inside of your home in good condition and decorated to a good standard.
- To keep your garden tidy, not dump any rubbish or carry out any disruptive car repairs.
- To keep pets under control and not allow dogs to stray, foul communal areas or bark persistently.

If we think you have broken any of the terms of your tenancy agreement we will contact you and discuss our concerns with you.