

An introduction to your tenancy

We want all our customers to live happily and safely in their homes and to treat their neighbours and the local area with respect.

We will contact you in the first few weeks of your tenancy to see how things are going and if you require any further help from us. This leaflet outlines our expectation of you as a customer and your responsibilities as outlined in your tenancy agreement.

Your tenancy

In April 2022, Homes Plus introduced a new Tenancy Policy which includes the use of **Starter and/or probationary tenancy** for the first 12 months of your tenancy. Following successful completion, probationary tenancies will convert to a **five-year fixed term tenancy** and starter tenancies will convert to an **assured tenancy**.

All current customers who are already secure or assured tenants will continue to be offered the same tenancy with protected rights if they transfer to one of our other properties. There are also protected rights for customers experiencing domestic abuse.

What is a probationary tenancy?

A probationary tenancy applies to the first 12 months of a tenancy. It gives you time to settle into your new home prior to the assured or fixed term commencing.

Your tenancy agreement shows the date that your probationary tenancy begins and ends.

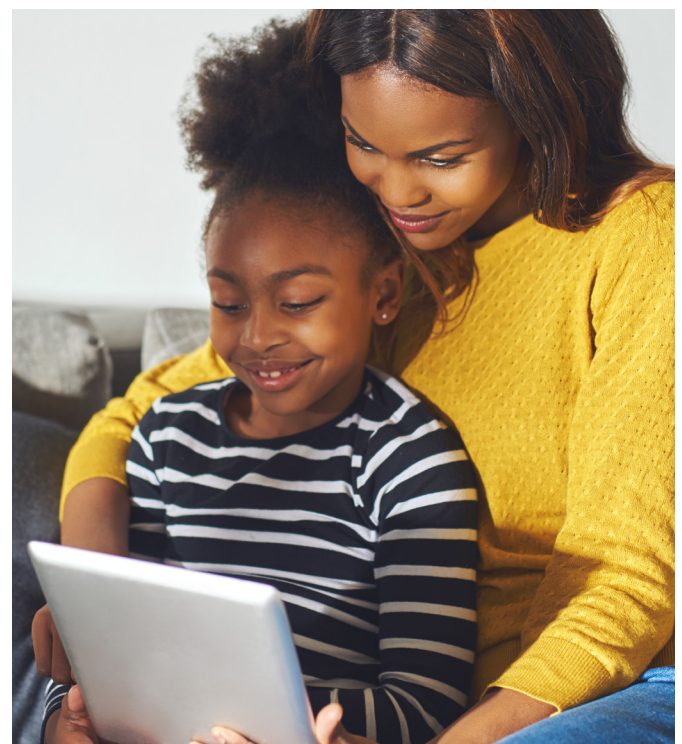
What is a fixed term tenancy?

Once you have successfully completed the 12-month probationary tenancy you will then move onto a fixed term tenancy for five years. A fixed term tenancy will be reviewed during its period to determine if we intend to renew the agreement with you. This is usually the case unless a major change in household circumstances has occurred.

The final review of a fixed term tenancy will be carried out between 6 and 12 months before the agreement is due to end. During the review process there are certain circumstances which may lead to it not being renewed, such as:

- ◆ The property is under occupied by more than one bedroom.
- ◆ The tenant is able financially to explore other housing options, such as private renting or purchasing.
- ◆ The tenant (or someone on their behalf) did not take part in the review of the fixed term tenancy.
- ◆ The household no longer needs the adaptations that are in the property.
- ◆ Major works are planned for the property in the next five years.
- ◆ Tenancy conditions have been broken.
- ◆ Tenancy fraud has been identified.
- ◆ Possession proceedings have commenced.

If a fixed term tenancy is not to be renewed, customers will be served a notice at least six months before the term ends. The notice will



state detailed reasons why we are not renewing the tenancy. The notice will also provide information on a tenant's right to appeal the decision.

Advice on how an appeal works will be available from your neighbourhood officer and advice on other housing options will be available from our voids and lettings team.

What is a starter tenancy?

A starter tenancy is a type of assured short-hold tenancy, which covers the first 12 months of your tenancy. At the end of this period, we will move you onto a full assured tenancy, provided you have not broken any terms and conditions of your tenancy agreement.

We may extend this initial period by a further 6 months (18 months), but you will be notified in writing detailing the reasons why we intend to extend the probationary period.

What is the difference between starter and assured tenancies?

A starter tenancy is less secure than an assured tenancy. We can end a starter tenancy by giving you two months notice. A court can then give us possession of your home.

You have more rights with an assured tenancy and a court will only give us possession of your home if it agrees this is reasonable. Assured tenants also have other rights, such as the right to exchange your home with another tenant and pass on your home to a successor if you pass away.

Should I worry about being a probationary tenant?

Starter and/or probationary tenants have nothing to worry about as long as they follow the agreement responsibly. If you are served with a notice of termination, you may still be eligible to keep your home BUT you must get advice and contact us immediately.

Rights and responsibilities

By law, during your probationary tenancy, you do not have some of the rights of a fixed term or assured tenant, but you do have all the

responsibilities. As a probationary tenant, you must show us that you are responsible enough to keep your home by:

- ♦ not behaving antisocially
- ♦ paying your rent and charges on time
- ♦ looking after your home and garden

There are some rights that you will not have during the probationary period of the fixed term or starter tenancy. These are set out in your agreement.

Probationary tenants cannot:

- ♦ exchange their home with another tenant of Homes Plus or with another social landlord.
- ♦ transfer the tenancy to another person (unless a court order you to).
- ♦ take in lodgers or sublet the property.
- ♦ exercise the right to buy (but the 12 months may count towards the discount when you become a fixed term tenant).
- ♦ carry out improvements or alterations to the property (small improvements may be allowed with our written permission). Please contact us prior to commencing any works for advice.

In the first year

Your neighbourhood officer will offer advice, support, and guidance on how to manage your tenancy and will be happy to discuss any problems. They will also:

- ♦ Visit you at your home, if required, shortly after your tenancy commences.
- ♦ Follow up calls or visits during the first year to discuss your tenancy.

If you break the agreement

If you break your tenancy agreement, your Neighbourhood officer will contact you and agree an action plan with you to resolve these problems with agreed timescales. If you fail to follow this action plan and the problems persist, we may serve you with a Notice of Termination. This notice means that after 28 days we can ask the courts for possession of your home.

The Housing Act 1996 gives housing associations power to deal with tenants who disrupt the

lives of law-abiding residents. New tenants who behave in an anti-social way can now be evicted from their homes easier and faster.

If you have asked us to look again at our decision, we will carry out the review whether you decide to attend the hearing or not.

Your right to appeal against our decision to go to court

- ◆ Within 21 days of getting the notice, you have the right to appeal against our decision to go to court.
- ◆ The law says that we must look again at our decision if you ask us to and this appeal will be reviewed by an impartial manager not involved in the decision to proceed to court.
- ◆ You can do this by filling in the review form attached to the notice.
- ◆ You can request a face-to-face appeal or, if you cannot attend, a paper-based review.
- ◆ You should put the reasons why you feel your tenancy should not end.
- ◆ A friend, relative or advocate can help complete the form for you.
- ◆ You will be able to ask any questions you feel are relevant during this appeal.
- ◆ After you have requested an appeal, a date will be set for as soon as possible. This is called the review. You will be able to bring a representative with you and any evidence that you feel may overturn the original decision.
- ◆ The manager reviewing your appeal will then write to you within five days with a final decision. This will include what to do next if you are not successful.
- ◆ If you are successful, we will arrange to contact you to discuss any agreed actions from the appeal manager's decision.
- ◆ If the person reviewing your appeal agrees with the decision to end your tenancy, we will carry on with the notice of termination and apply to court for immediate possession of your home.
- ◆ Once you have reached this stage the Judge in court will give us an order for possession of your home that will result in you being evicted.



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