



Starter Tenancy & Appeals Policy

1. Introduction

- 1.1 Lincolnshire Rural Housing Association (LRHA) is a specialist housing provider working in villages across Lincolnshire to provide affordable homes for local people. LRHA work in partnership with local authorities and parish councils to ensure the homes provided continue to meet our original objectives.
- 1.2 LRHA considers the property portfolio of affordable, quality homes in the rural villages of Lincolnshire to be a valuable commodity and ensures they are managed to high standards for the benefit of the current and future residents.
- 1.3 LRHA's housing and neighbourhood policies are fair, reasonable, accessible and transparent. Where relevant, policies set out decision-making criteria and appeals processes.

2. Purpose

- 2.1 LRHA is committed to building strong, friendly and sustainable communities.
- 2.2 A part of this is to ensure that new residents are both aware of their tenancy responsibilities and are appropriately supported to enable them to sustain their tenancy. The use of starter tenancies enables us to identify problems or support our residents' needs at an early stage and to work with partners to make effective interventions. In cases where there has been a significant breach of the tenancy agreement, LRHA can take steps to end the tenancy if this is in our wider interests or that of our local communities.
- 2.3 We will provide services that support residents to maintain their tenancy and prevent unnecessary evictions, and where we decide to end a tenancy we will offer timely advice and assistance about housing options.
- 2.4 We will use starter tenancies as an opportunity to build a positive landlord and resident relationship by providing information, advice and support as needed.

3. Scope & Definitions

- 3.1 A Starter Tenancy is a form of probationary tenancy granted to new residents for an initial 12-month period, which is extendable to a maximum of 18 months if we have concerns about any aspect of how the tenancy is being conducted. The 12-month (or 18-month if appropriate) period is referred to below as the "Starter Tenancy Period".
 - 3.1.1 A Starter Tenancy is a type of assured shorthold periodic tenancy which housing associations can offer to new residents. Provided the starter tenancy has been conducted satisfactorily, after the Starter Tenancy Period, the resident will be signed up to an Assured Non-Shorthold Tenancy (see section 3.4 below). If the Starter Tenancy has been deemed to have been conducted unsatisfactorily then the starter tenancy may be terminated.
- 3.2 Starter Tenancies do not apply (and should not be offered to):
 - 3.2.1 Existing social housing residents who have held an Assured or Secure Registered Social Landlord or Local Authority tenancy immediately prior to being offered a tenancy with us; or Successor residents of existing Assured (Non-Shorthold) Tenancies.

- 3.3 New residents who do not transfer from a Registered Social Landlord or Local Authority will be issued with a Starter Tenancy Agreement. This means that for the first 12 months (or 18 months as appropriate) of the tenancy, the resident holds an Assured Shorthold Tenancy.
- 3.4 At the end of the Starter Tenancy period should the tenancy have been conducted satisfactorily during this period; the resident will automatically be granted an Assured (Non-Shorthold) Tenancy.

4. Rights of Starter Residents

- 4.1 New residents will be given an Assured Shorthold Starter tenancy agreement at the start of their tenancy. This has fewer rights than an Assured Non-Shorthold Tenancy. Starter residents have the same access to all our services but do not have the following rights:
- 4.1.1 Right to mutual exchange or transfer;
 - 4.1.2 Right to buy/acquire;
 - 4.1.3 The right to assign the tenancy;
 - 4.1.4 No succession rights for family members;
 - 4.1.5 No right to take lodgers;
 - 4.1.6 No rights to make alterations or improvements; and
 - 4.1.7 No right to claim compensation for home improvements.
- 4.2 The grounds for ending an Assured Shorthold Tenancy are different to ending an Assured Tenancy.

5. Breach of Tenancy Agreement during the 'Starter' Period

- 5.1 Whilst on the Starter Tenancy, no notices can be served within the first 4 months.
- 5.2 During the Starter Tenancy Period the Resident Engagement Team will closely monitor the tenancy to identify any breaches and discuss these with the resident to warn them of potential legal action or an extension to the Starter Tenancy or to end the tenancy at the end of the Starter Tenancy period. This will include any rent arrears, anti-social behaviour, intentional damage to the property or poor payment history.
- 5.3 If there are any breaches of tenancy, we can take legal action before the end of the Starter Tenancy Period if:
- 5.3.1 The resident, members of their household or visitors to the property have committed acts of antisocial behaviour. In line with the tenancy agreement, this includes but is not limited to:
 - Actual or threatened violence against people or property;
 - Harassment or hate crime;
 - Criminal activity;
 - Threats, intimidation or verbal abuse;
 - Vandalism, graffiti and other criminal damage;
 - Drug and alcohol related nuisance;
 - Vehicle-related nuisance;
 - Fly-tipping;
 - Noise; or
 - Uncontrolled pets and pet nuisance.

5.3.2 The resident has breached any other tenancy condition including but not limited to:

- Dumping rubbish or making graffiti;
- Keeping pets without our consent where required and/or not keeping pets under control;
- Persistently repairing or keeping motor vehicles at the property;
- Engaging in a commercial business at the property without our consent (where required);
- Failing to keep the property in proper condition and repair or refusing us or our contractor's access to the property to remedy defects; and
- Subletting or abandonment.

5.3.3 The resident is in arrears of more than 4 weeks of the rent due but has either refused to make a repayment agreement or the agreement has not been complied with, and the arrears are escalating.

5.4 If the resident appears to have breached their tenancy conditions, we will investigate the matter to establish the facts, including any mitigating circumstances or issues of vulnerability.

5.5 We will always try to resolve tenancy breaches through early intervention where possible. This may include mediation, provide support, or agree an action plan with the resident.

5.6 Where a breach is serious, ongoing, or unlikely to be resolved through these measures, we may take formal possession action where legally appropriate. Since the removal of Section 21 notices, possession can only be sought using the relevant statutory grounds under the Section 8 possession process.

5.7 The notice period will depend on the legal ground being used and the circumstances of the case. Any possession action will be taken in line with current legislation, regulatory requirements, and our internal procedures. We will also take into account the resident's individual circumstances, including any vulnerabilities, before making decisions about legal action.

5.8 If the resident is in rent arrears, but the arrears are under 4 weeks of the rent being due and they are keeping to a repayment agreement we may serve a Notice Seeking Possession (NOSP) and ask the courts to make an order for payment, rather than ending the tenancy. This decision is to be discussed and agreed by the Resident Engagement Manager (REM) Income manager (IM) and the Head of Operations (HO). The reason for the decision is to be recorded on the resident's file.

5.9 In any case where we are contemplating terminating a starter tenancy, our Termination of Tenancy Procedures should be followed in full.

6. End of a Starter Tenancy

6.1 We will review the resident's conduct throughout the Starter Tenancy period and if there are concerns, they will be raised with the resident and advised of the implications for the tenancy. At the end of the Starter Tenancy period, we will decide whether or not to end the tenancy or to grant the resident a more secure form of tenancy (see section 3.5 above) based on whether there have been significant or persistent breaches of tenancy.

6.2 The HO or Chief Executive (CE)/Deputy Chief Executive (DCE) must authorise the ending or extending the starter tenancy, this cannot be extended any longer than 18 months. The REM or HO must authorise the granting of a new tenancy.

- 6.3 There should not be any arrears on the account prior to the resident being signed up to a new tenancy. In extreme situations, we may consider creating an agreement should there be a payment plan being adhered to.
- 6.4 Consideration should be given to the vulnerability of the resident or household members.
- 6.5 We may also choose to extend the Starter Tenancy period for a further 6 months where there have been any breaches or concerns during the Starter Tenancy period which have not been sufficiently serious to warrant possession action. This decision is to be discussed and agreed by the HO or CE/DCE. The reason for the decision is to be recorded on the resident's file.

7. Ending a Starter Tenancy Procedure

- 7.1 Where LRHA determines that a Starter Tenancy should not progress to an Assured Tenancy, the Resident Engagement Manager (REM) must obtain authorisation from the Head of Operations (HO) before commencing possession action. Any possession action must be taken in accordance with the Housing Act 1988, as amended by the Renters' Rights Act 2025, and must be based on the relevant statutory ground(s) for possession. The notice period will be determined by the ground relied upon and the prevailing legislative requirements at the time. All action must be proportionate, comply with LRHA policies and procedures, and take into account the resident's individual circumstances, including any vulnerabilities
- 7.2 The Notice will be accompanied by a letter explaining the reasons for ending the tenancy and outlining the appeal process. The Notice cannot be served during the first four months of the tenancy. However, if it is evident at the nine-month visit that LRHA intends to end the tenancy, the NOSP should be served promptly after this visit to ensure it expires before taking possession action.
- 7.3 In cases of serious breaches of tenancy conditions earlier in the tenancy, and if the resident fails to rectify their conduct, LRHA may decide to serve the NOSP before the nine-month visit, but not within the first four months of the tenancy.
- 7.4 If the resident does not leave the property by the end of the notice period, LRHA may apply to the court for possession of the property. Any legal action will be taken in line with current legislation and LRHA's procedures. Before taking court action, we will ensure that the correct notice has been served, there are valid grounds for possession, and the resident's individual circumstances, including any vulnerabilities, have been considered
- 7.5 If LRHA decides to end a tenancy, we will serve the appropriate legal notice in accordance with current legislation. Any notice will explain the reason for seeking possession and provide the required notice period before court proceedings can begin. If the resident does not leave the property, LRHA may apply to the court for possession. The reason for the decision and any action taken will be recorded on the resident's file.
- 7.6 Where the resident is not being granted a more secure form of tenancy, the resident will be advised in writing, with a full explanation of the reasons for this, before the end of the first 10 months of the tenancy.
- 7.7 In any case where we are terminating a starter tenancy, our Termination of Tenancy Procedures should be followed in full.

8. Appeals

- 8.1 Residents have the right of appeal against a LRHA decision to terminate a Starter Tenancy. Residents will be advised of this right in the termination letter (Appendix 1) which will set out the administrative arrangements for requesting and conducting a review. The resident(s) can request an oral hearing.
 - 8.1.1 Accessibility and support – We will make reasonable adjustments to our process where needed and will provide information in accessible formats on request. Residents may be supported by a representative or advocate at any stage of the review.
- 8.2 If we receive a request to review the decision to terminate the Starter Tenancy within 10 working days of the date of the termination letter, it will be referred to the Management Team to review. The Management Team should not include the person making the original decision. The Management Team will:
 - 8.2.1 Undertake within 21 working days of the request a review to establish whether the decision to terminate the tenancy has been made in accordance with this Policy; and
 - 8.2.2 Notify the resident(s) in writing within 10 working days of the review of the decision on the review and, if the decision is to confirm the original decision, the reasons for the decision.
- 8.3 The administrative arrangements for requesting and conducting a review will be set out in the termination letter. It is the applicants' responsibility to seek independent housing advice, which will be clearly stated in the termination letter.
 - 8.3.1 How to request a review – The resident should submit the review request in writing (letter or email) within the stated timeframe, explaining why they disagree with the decision and providing any supporting information. Where a resident cannot reasonably make a written request, we will agree an alternative method of making the request

9. Complaints

- 9.1 If a resident is unhappy with how we have handled communication, service delivery, or the review process, they can make a complaint through LRHA's Complaints Policy. Residents can contact the Housing Ombudsman Service at any time for advice and support and ask the Ombudsman to consider the complaint.

10. Legislation, Statutory Regulatory Duties & References

- 10.1 LRHA will comply with all relevant legislation with regards to Starter Tenancies:
 - 10.1.1 Equality Act 2010
 - 10.1.2 Housing Act 1988 as amended by the Housing Act 1996
 - 10.1.3 Human Rights Act 1988
 - 10.1.4 Renters' Rights Act 2025
 - 10.1.5 Social Housing (Regulation) Act 2023
- 10.2 The list is not exhaustive, and LRHA will undertake research and seek professional advice and support from appropriately qualified professionals to meet its obligations and comply with the current relevant legislation and regulations.

10.3 This policy is in accordance with the Consumer Standards Code of Practice April 2024 and relevant to the Tenancy Standard April 2024 required outcomes 1.3.1, 1.3.2 and specific expectations 2.3.1 and 2.3.4.

- 1.3.1 Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.
- 1.3.2 They shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.
- 2.3.1 Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:
 - (a) The type of tenancies they will grant.
 - (b) Where they grant tenancies for a fixed term, the length of those terms.
 - (c) The circumstances in which they will grant tenancies of a particular type.
 - (d) Any exceptional circumstances in which they will grant fixed term tenancies for a term less than five years in general needs housing following any probationary period.
 - (e) The circumstances in which they may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property.
 - (f) The way in which a tenant or prospective tenant may appeal against or complaint about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.
 - (g) Their policy on taking into account the needs of those households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of stability.
 - (h) The advice and assistance they will give to tenants on finding alternative accommodation in the event that they decide not to grant another tenancy.
 - (i) Their policy on granting discretionary succession rights, taking account of the needs of vulnerable household members.
- 2.3.4 Where registered providers use probationary tenancies, these shall be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review.

11. Equality and Diversity

11.1 LRHA are committed to fairness and equality for all regardless of their colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.

11.2 LRHA respects and values the differences of our residents, partners, and staff and LRHA will treat everyone LRHA work with fairly, and with respect. This policy has been considered in light of LRHA's equality and diversity policy and is compliant with its principles.

11.3 LRHA will comply with the Equality Act 2010 and will adapt our process or make reasonable adjustments to accommodate an individual's needs wherever possible and reasonable.

12. Monitoring and Review

12.1 The policy will be reviewed every three years and in the event of changes to our regulatory environment.

13. Associated Documents/ Policies.

13.1 This policy should be read in conjunction with.

13.1.1 Antisocial Behaviour Policy

13.1.2 Domestic Abuse for Residents Policy

13.1.3 Tenancies Policy

13.1.4 Rent and Service Charge Setting Policy

13.1.5 Vulnerable Residents Policy & Procedure

13.2 Copies of these policies are available on SharePoint and will also be covered as part of the induction process of both new staff and Board Members, where appropriate.

Document Control	
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Resident Consultation (Where Appropriate)	N/A
Employee Handbook Amends (Where Appropriate)	No
External Consultation Required?	No

Appendix 1 - Starter Tenancy Termination Letter

[Date]

Dear [Tenant's Name],

Re: Notice of Termination of Starter Tenancy [Insert Reason]

I am writing to inform you that your starter tenancy at [address] will be terminated effective [Termination Date]. This decision has been made in accordance with the terms of your tenancy agreement and relevant legal requirements.

You are required to vacate the property by **[Termination Date]**, and **all keys to the property must be handed back on this date**. An inspection will be carried out on **[Inspection Date]**. Please ensure that the property is left in a clean and undamaged condition, as outlined in your tenancy agreement. Any remaining personal belongings must be removed from the premises, and the property should be returned to its original condition, allowing for normal wear and tear.

A copy of the LRHA's Property Conditions and Lettable Standards are enclosed. Any issues regarding the condition of the property will be discussed with you during the property inspection.

You are liable for all the rent up to the termination date. A final walkthrough of the property will be conducted after you have vacated to assess its condition. **Please note that if any damage is found or repairs are required beyond normal wear and tear, you will be held liable for the cost of these works.**

Please do not disconnect your electricity supply to the property. You need to read all your meters before leaving and provide the readings to your supplier. If your gas/electricity is paid by key, then we ask that the key be left at the property and that enough credit is left on the meter to carry out the Electrical/Gas Inspections.

Appeals Process

If you wish to appeal this decision, you must submit a written appeal within 14 days of receiving this notice. Your appeal should include any relevant information or documentation that supports your case. The appeal will be reviewed by an independent panel, and you will be notified of the outcome within 28 days of your appeal submission.

If you have any questions or concerns regarding this notice, please contact me on 01790 754219 option 3 or email katie@lrha.co.uk.

Thank you for your cooperation.

Yours sincerely,

Katie Taylor
Resident Engagement Manager