Starter and Assured Shorthold Tenancy Policy

1.0 Purpose

This policy details how Impact will use starter tenancies as one of a range of tools and remedies to help achieve sustainable tenancies and communities, and contribute to managing tenancy breaches effectively and minimising rent arrears. It sets out how the association will ensure its compliance with legal and regulatory obligations in relation to starter tenancies, including Assured Shorthold tenancies in the Positive Impact service.

2.0 Impact Housing’s commitment

Impact aims to enable its tenants to maintain their tenancies and to create sustainable communities. We will utilise a number of remedies, including the use of starter tenancies/assured shorthold agreements, to ensure that neighbourhoods remain safe, clean and pleasant places to live. Anti-Social Behaviour (ASB), or other serious or persistent breaches of tenancy, will result in action being taken to terminate the starter tenancy.

We will:

✓ Use starter tenancies to achieve the following objectives:
  - Reduce the risk to existing communities of new tenants causing serious ASB
  - Achieve sustainable tenancies and create stable and balanced communities by tackling ASB and other serious breaches of tenancy
  - Minimise rent arrears and other costs associated with tenancy non-compliance.
  - Ensure appropriate safeguards linked to the range of letting methods used.
✓ Be transparent ensuring tenants are clear about the terms of their starter tenancy and the implications of any breaches of the agreement
✓ Take a firm but fair approach, using eviction as an act of last resort, taken only when any other action would be inappropriate or when all efforts to tackle breaches of the tenancy have been exhausted.
✓ Use starter tenancies in line with regulatory and legislative requirements.

3.0 Linked Documents

1. Process and Flowchart
2. Guidance
3. Appendices
   1. Justification Form
   2. Information sheet ‘Your Right to Appeal’
   3. Form 6A- Notice Requiring Possession of a property let on an Assured Shorthold Tenancy
   4. Letter informing of decision to extend a starter tenancy

Name: Duncan Tilbe                  Date Reviewed: July 2017
Job Title: Housing Manager          Next Review Due: July 2020
1. Process for Starter and Assured Shorthold Tenancy Policy

1.0 Introduction

This document details the processes in place, and roles and responsibilities, to ensure that starter tenancies are managed effectively and in line with the policy objectives. The document details processes for both general needs starter tenancies and Positive Impact Assured Shorthold tenancies.

2.0 Overview of process

The key elements of the process for managing starter tenancies are:

- A pre-tenancy needs assessment to identify any factors that may affect tenancy sustainability and any support needs. This includes an affordability check to determine that the tenancy is affordable.
- Issuing of 12 month starter tenancy (assured shorthold) or Positive Impact Assured Shorthold tenancy agreement
- Monitoring of tenancy, including a tenancy follow up visit for general needs tenants within 6 weeks of the tenancy commencing
- Access to necessary support where difficulties are being experienced
- Issuing of Notice Requiring Possession (NRP), where serious and/or persistent breaches of the tenancy agreement during the starter period
- Review of starter tenancy after 11 months (general needs housing) and decision based on conduct of tenancy:
  - Convert to full assured tenancy
  - Extend starter tenancy for 6 months
  - Decision to seek to end the tenancy
- Appeals procedure for decision to extend or end a tenancy.

3.0 Flow chart of process

See attached

4.0 Detailed process

4.1 Breach of conditions – Starter Tenancies and Assured Shorthold (Positive Impact)

4.1.1 Prior to offering a tenancy we will make an assessment of any support the tenant might require in order to sustain the tenancy. This assessment will be carried out by a Neighbourhood Co-ordinator (Independent Living Worker in Positive Impact), using the appropriate assessment form. It will identify any specific support needs that are required and either signpost the tenant to the appropriate support providers by, for example, making referrals, or make arrangements for delivery of the service by the appropriate Impact staff/service. Where the support needs are of sufficient degree, an i-Deal starter tenancy may be offered for general needs accommodation where engagement with the appropriate support services is a condition of the tenancy (see the Tenure Policy for further details). A tenancy offer might not be made if high level support needs are identified but cannot be met.

The assessment made will be recorded in writing and a copy will be provided to the tenant.
4.1.2 We will also conduct an affordability check/risk assessment of each prospective tenant’s ability to pay the rent and sustain their tenancy financially. In some cases an offer of accommodation may not be made because of the level of financial risk identified.

Where the assessment highlights a high risk the tenancy may be offered on the basis of engagement with the appropriate support. This may include the offer of an i-Deal tenancy and/or initial support via the association’s Money Matters service.

4.1.3 The starter tenancy will be monitored throughout the first year. We will visit the property within 6 weeks of the tenancy commencing and if there are any issues of concern at this point, these will be raised with the tenant. If any problems arise during the first 12 months we will act promptly to address and remedy these issues as soon as possible. If problems do arise we may refer the tenant to a support provider or appropriate support from within Impact’s own resources.

4.1.4 Tenants are advised to contact their Neighbourhood Co-ordinator (Independent Living Worker in Positive Impact), if their tenancy is in difficulties, or they require support. In general needs each tenant has a specific Neighbourhood Co-ordinator allocated to their area.

4.1.5 If there are breaches of tenancy we can commence legal action to terminate the tenancy before the end of the Starter Tenancy or Assured Shorthold Tenancy. Details of breaches that will lead to legal action are given in the Guidance section of this policy. Where such a breach occurs we may serve a Notice Requiring Possession (NRP) pursuant to s. 21 Housing Act 1988 at any time prior to the tenancy converting to an assured tenancy.

The NRP will be served by either the Neighbourhood Co-ordinator or an Income Management Officer dependent on the nature of the breach. In Positive Impact the notice will be served by the appropriate service manager. The notice will give the tenant 2 months notice of our intention to commence possession proceedings. Once the 2 months period has passed (from the date the NRP was served on the tenant), and provided it is at least 6 months from the date the tenancy started, we can apply to the court for an order for possession of the property.

In some circumstances a decision may be taken to seek possession using one or more of the applicable grounds, and not to use a section 21 notice.

4.2 Ending the Starter Tenancy (this section does not apply to tenancies in Positive Impact accommodation).

4.2.1 Starter tenancies are reviewed after 11 months. Each month a report is generated from the Open Housing System detailing tenancies for review. These reviews are co-ordinated by the Income Management Team Leader with input from the appropriate Neighbourhood Co-ordinators.

4.2.2 At the end of the twelve month period of the Starter Tenancy one of the following three things will happen:

I. We will be satisfied with the way the tenant has conducted the tenancy and will convert the tenancy from a starter tenancy to an assured tenancy. If this happens a letter will be sent confirming that the tenancy has been converted. A new tenancy agreement is not issued.

II. We will be dissatisfied with the way the tenant has conducted the tenancy as there will be significant and/or persistent breaches of the terms of the tenancy agreement but we have decided to extend the starter tenancy period for a further 6 months to see whether the tenancy can be maintained satisfactorily. If we decide to extend the period of the starter tenancy we will contact the tenant in person and tell them why we have reached this decision. The decision will be confirmed to the tenant in writing, including the expectations to met during the six month extension period.
III. We will be dissatisfied with the way the tenant has conducted the tenancy as there will have been significant and/or persistent breaches of the terms of the tenancy agreement and/or false information was given to secure the tenancy and will have served a Notice Requiring Possession. We may also have commenced possession proceedings or we will be intending to do so soon as the NRP has expired. If we decide to end the tenancy we will write to the tenant and inform them as to why we have made this decision.

4.2.3 In the event possession proceedings are commenced within the initial 12 month period of the starter tenancy or a NRP has been served and we intend to issue possession proceedings forthwith, the tenancy will not be converted to an assured tenancy. This applies even if the 12 month period for the starter tenancy has expired and possession proceedings have not yet been issued (provided we intend to issue possession proceedings forthwith).

4.2.4 In the event we extend a tenant’s starter tenancy for a further 6 months due to significant and/or persistent breaches of the tenancy agreement during the first 12 months, the starter tenancy cannot be extended beyond the additional 6 months. At the end of the additional 6 month period we will either convert the tenancy to an assured tenancy or take steps to bring the tenancy to an end.

4.2.5 In the case of Positive Impact tenancies 4.2.2 (iii) applies.

4.3 Right to Appeal

General
4.3.1 Tenants who have been served with a Notice Requiring Possession pursuant to s.21 or who have had their starter tenancies extended for an additional 6 months have a right to appeal those decisions. This right to appeal only applies to tenants with starter tenancies in general needs properties or assured shorthold tenancies in Positive Impact, and not to tenants with other tenancies or licencees in Positive Impact accommodation.

4.3.2 The appeals procedure is only to be used where a decision is being challenged. If a complaint is made about the way in which a case has been investigated or about Impact’s administrative processes then Impact’s Complaints Procedure should be followed.

4.3.3 The purpose of the appeals procedure is to allow tenants the opportunity to challenge important decisions affecting their tenancies within a fair forum which provides a resolution quickly.

Who can appeal?

4.3.4 A tenant who is served a NRP or notice that their starter tenancy has been extended by 6 months has the right to appeal the decision. Details of the appeal process will be provided to the tenant at the same time they are served the NRP (see Appendix 2 for Appeals Hearing Information sheet and Appendix 3 for sample NRP for periodic tenancies) or informed of the decision to extend their starter tenancy (see Appendix 4).

4.3.5 The tenant has 10 working days from the date of service of the NRP or notification of their starter tenancy being extended to exercise their right to appeal. Tenants must inform Impact within 10 working days if they wish to appeal, otherwise their right to appeal to Impact is lost. A request for an appeal may be made in writing, in person, by e-mail or by telephone. All requests for an appeal must be recorded on the Customer Realationship module (CRM) and forwarded to the Housing Manager.

Timetable of appeal

4.3.6 When dealing with appeals, Impact will endeavour to adhere to the following timescales:
(i) Notification of intention to appeal by tenant – within 10 working days;
(ii) Impact acknowledging notice of appeal – within 5 working days of receiving notice of appeal;
(iii) Impact providing the tenant with:
(a) Date of appeal hearing;
(b) Summary of the Information to be provided to appeal panel
   – within 5 working days of acknowledging the notice of appeal;
(iv) Appeal hearing – this shall take place between 10 and 20 working days after the notification
   of intention to appeal was received from the tenant;
(v) Decision of appeal tribunal – this shall be notified to the tenant in writing within 5 working
   days of the date of the appeal hearing

Appeals procedure

4.3.7 The tenant can choose to have an oral hearing of their appeal or for it to be considered on
paper. The tenant should notify Impact whether they wish to choose an oral hearing or a review of
the decision on the papers at the same time they notify Impact of their intention to appeal the
decision.

4.3.8 The tenant has the right to bring a person of their choice to the hearing, including a legal
representative.

4.3.9 The tenant has the right to question Impact’s representative at the hearing about the evidence.
However, the tenant does not have the right to question Impact’s witnesses at the hearing.

4.3.10 The tenant has the right to produce their own evidence either orally or by way of witness
statements and to bring their own witnesses to the hearing. These witnesses can be asked questions
by the appeal panel but not by Impact’s representative.

4.3.11 The appeal panel will consist of 3 people who will not have had any involvement with the
original decision being appealed against. The panel will consist of at least one senior Impact manager
and two other staff members not involved with the original decision.

4.3.12 One of the appeal panel will be the Chair. Any decision of the appeal panel will be by majority
vote, with the Chair having the casting vote.

4.3.13 The panel can seek legal advice at any time of the appeals process. In the event the tenant is
accompanied by a legal representative at the appeal hearing the panel can request the presence of
its own legal representative. The panel will make it clear to the tenant whether the legal
representative present is a member of the panel or there to provide advice to the panel on issues of
procedure and law.

The Appeal Hearing

4.3.14 One of Impact’s staff will present the case to the appeal panel at the hearing. Prior to the
hearing the staff member will have collated the evidence in support of our decision to serve a
NRP/extend the starter tenancy and will have provided a summary of that evidence to the panel and
to the tenant or his/her legal representative. This will be done by way of preparation of a case
summary.

4.3.15 Wherever possible, the tenant (or their representative) will be provided with the case
summary at least 3 working days prior to the hearing. The tenant will also be provided with any
written or documentary evidence at the same time that is to be relied upon by Impact. Witness
statements and/or diary sheets may be provided. Hearsay evidence may also be relied upon by
Impact during the hearing. If hearsay evidence is relied upon, Impact does not have to disclose the
identity of the witness to either the tenant or the panel.
4.3.16 The tenant is requested to provide Impact with all written evidence they intend to rely upon at the appeal panel hearing no later than 2 working days prior to the hearing. If the tenant intends on bringing a legal representative he/she must disclose the name of the legal representative and their intended role at the appeal hearing no later than 2 working days prior to the hearing. If the tenant fails to provide the written evidence or details of their legal representative within this timescale the appeal panel may exercise its discretion and refuse to consider the tenant’s evidence and/or refuse to allow the tenant’s legal representative to attend the hearing.

4.3.17 In the event the tenant does not request an oral hearing, the decision being appealed will be reviewed by the appeal panel on the basis of Impact’s case summary and documentary evidence in support and the tenant’s written submissions and documentary evidence challenging the decision.

4.3.18 At the beginning of any oral appeal hearing the panel will outline the procedure which will be followed during the hearing. It is envisaged hearings will adopt the following procedure:

(i) Case opened by Impact staff member setting out the facts of the case and the evidence relied upon;
(ii) Questioning of Impact staff member by tenant or tenant’s legal advisor;
(iii) Questioning of Impact staff member by appeal panel members;
(iv) Tenant’s oral submissions with evidence in support either in writing or orally;
(v) Questioning of tenant by Impact staff member;
(vi) Questioning of tenant and tenant’s witnesses by appeal panel members;
(vii) Closing remarks of Impact staff member;
(viii) Closing remarks of tenant or tenant’s legal representative;
(ix) Decision

4.3.19 The appeal panel is likely to give a written decision following the hearing, although it may exercise its discretion and provide a decision at the hearing. The tenant will be notified of the appeal panel’s decision in writing within 5 working days of the hearing.

4.3.20 There is no further internal appeal from the decision of the appeal panel.

4.4 Responsibility

4.4.1. The relevant service manager/team leader is responsible for the overall compliance with this policy within their department

4.4.2 The Housing Manager is responsible for the day to day implementation of this policy

5.0 Responsibilities chart

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<th>Responsibilities</th>
<th>Board/CEO</th>
<th>SMT</th>
<th>APG</th>
<th>R.O.’s/Managers</th>
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6.0 Links to other policies and regulations

Name: Duncan Tilbe  
Job title: Housing Manager  
Date reviewed: July 2017  
Next review due: July 2020
2. Guidance for Starter and Assured Shorthold Tenancy Policy

1.0 Impact’s Guidance

What is a Starter tenancy

1.1 A starter tenancy is a probationary tenancy that confers less security of tenure than an assured tenancy. Starter tenancies are a type of assured shorthold tenancy and initially last for 12 months but can be extended in certain circumstances (see paragraph 1.3 below). Provided there have been no serious or persistent breaches of tenancy during the 12 month period, Impact will convert the starter tenancy into a full assured tenancy provided the tenant has not given a false statement either knowingly or recklessly in order to have the tenancy granted to them.

In the event the tenancy has not been conducted satisfactorily during the initial 12 month period, we will follow policy guidelines and either extend the tenancy or act to terminate it.

Assured Shorthold tenancies in Positive Impact will be rolled on beyond the initial 6 month period where the tenancy has been conducted satisfactorily.

Who will be issued with a Starter Tenancy

1.2 All new tenants to Impact with the exception of those listed below will be offered a starter tenancy:

- Existing tenants who are transferring within Impact stock provided they have been tenants of Impact for at least 12 months
- Tenants who are carrying out mutual exchanges
- Successors to existing assured or secure tenancies
- Residents in Positive Impact properties including Living Well Extra Care schemes.

Breaches of a Starter Tenancy

1.3 If there are breaches of tenancy we can commence legal action to terminate the tenancy before the end of the Starter Tenancy or Assured Shorthold if:

- The tenant, members of the household or visitors to the property has been alleged to have committed serious and/or persistent acts of anti-social behaviour. This includes but is not limited to:
  - Violence or threats of violence to any person
  - Abusive or insulting words or behaviour
  - Offensive drunkenness
  - Damage or threat of damage to property belonging to another person including damage to any part of a person’s home.
  - Writing graffiti and in particular graffiti which is abusive, threatening or insulting
  - Making unnecessary or excessive noise by any means whatsoever
  - Using or allowing the property to be used for illegal or criminal activity
  - Any nuisance or annoyance caused by pets including barking and fouling
  - Playing ball games close to someone’s home
- The tenant has breached other tenancy conditions including (but not limited to):
  - Causing harassment on the grounds of race, colour, nationality, ethnic origin, gender, sexual orientation, religious or political belief, age or disability
- Failing to keep pets under control
- Keeping more than 3 pets at the premises
- Allowing the premises to fall into a state of disrepair or deterioration owing to acts of waste by, or the neglect or default of the tenant or any other person living in the premises
- Not allowing access to the premises for the annual gas safety inspection or any other similar inspection to be carried out.

- The tenant has significant arrears and/or the rent account has been persistently in arrears with a continuing failure to keep to agreements/payment plans as required, and in line with the terms of the tenancy agreement
- The tenant has not engaged with support services/their support plan as required by the tenancy agreement
- The tenant has given a false statement either knowingly or recklessly in order to have the tenancy granted to them.

Equality and Diversity

1.4 We will ensure that this policy is applied fairly and consistently to all our tenants. We will not directly discriminate against any person or group of people in accordance with our Equality and Diversity Policy.

We will ensure that we take proper account of any vulnerability issues in any decisions that we make. Examples of those who should be considered vulnerable are:

- Tenants who are elderly and infirm
- Tenants with a physical disability
- Tenants with mental health problems
- Tenants with learning difficulties
- Tenants who cannot read or write
- Tenants whose first language is not English

The following procedures will be adopted when dealing with tenants with characteristics which make them vulnerable:

- Considering whether or not any issues arise under the Equalities Act 2010 and making proper consideration of these issues.
- Communicating as far as possible in the appropriate and preferred communication method
- Ensuring that any arrangements made to deal with an issue are realistic
- Considering whether or not the tenant has the mental capacity to defend proceedings. The Justification Form (appendix 1) should be completed to make this assessment and the appropriate considerations made based on this assessment.
- Notifying the Local Authority Adult Social Care department, the Local Authority Homeless Service and any other support agency working with the tenant when a decision to evict has been made
- Notifying the Local Authority Homeless Service when confirmation of an eviction date is received (in all cases and not only where there is a vulnerability issue)
- Not serving an NRP until an appointment has been offered with either the Money Matters service (financial issues), or the Neighbourhood Co-ordinator (other issues)
- Arranging for any appropriate support to be provided, including a translator where there are difficulties communicating in English
2.0 Legal Guidance

This policy will comply with the relevant legislation and regulation, including:

- The Housing Act 1988
- The Equalities Act 2010
- The Homes and Communities Agency Regulatory Framework for Social Housing April 2012

3.0 Links to other guidance

This guidance links to the following organisational policies:

- The Tenure Policy
- The Eviction Policy
- The Anti-Social Behaviour Policy
- The Rent Arrears Policy
- The Tenancy Fraud Policy
- The Equality and Diversity Policy

Name: Duncan Tilbe
Job title: Housing Manager
Date reviewed: July 2017
Next review due: July 2020
## JUSTIFICATION EXERCISE

1. Name and address of individual: 

2. D.O.B of individual: 

3. Tenancy commencement date (if relevant) or link to your organisation 

4. Brief details of arrears issues or anti-social behaviour including date the ASB first started and its frequency (e.g. daily weekly etc.) 

5. What legislation is being considered? (e.g. serving a Notice Seeking Possession, issuing a claim for possession, making an application for an injunction) 

6. Does (or could) the individual have a disability? (whether physical or mental) (Obviously, it won't always be possible for your organisation to say with certainty the exact nature of the mental disability of the individual at this stage, therefore just write down what your organisation is aware of.)

   | YES ( Go to Q.7) | / |
   | NO (Go to Q.8) | / |

7. Why does your organisation hold the view that the individual is or could be disabled? 

   (once completed move to Q8)

   **NB** Make all reasonable enquiries and take all reasonable steps to collect evidence. Remember each case will be different. However, the stronger the indication of a mental disability then the more stringent the enquiries should be.
| (i) | Medical evidence  
(Give brief details, i.e. where is the evidence from, how old is the evidence etc.) |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (ii) | Information obtained from family and/or friends.  
(Give brief details) |
| (iii) | Information obtained from other agencies.  
(e.g. Social Services, GP, Community Mental Health Team)  
(cont.)  
(Will you think about calling a multi-agency meeting?) |
| (iv) | Due to the individual's behaviour  
(e.g. ranting, talking to themselves etc.) |
| (v) | Are there references to mental health issues in the house file or in correspondence from the individual's solicitor? |
| (vi) | Other (give brief details) |
Appendix 9

8. Why does your organisation hold the view that the individual is NOT disabled?
   (Once answered stop here but note that should information come within the knowledge of your organisation that the individual may be disabled you should return to Q5)

   (i) Your organisation does not hold any information stating or suggesting that the individual suffers from a disability (i.e. one relating to mental health)

   (ii) Your organisation has made appropriate enquiries with other agencies who have confirmed that the individual is not known to them OR that they are not aware that the individual suffers from a disability.

   (iii) Other (give brief details)

9. Is, or could, the individual’s accrual of arrears or their anti-social behaviour be a consequence of their disability? (i.e. does their disability cause them to disengage or act in an anti-social manner?)
   (once complete go to Q10)
Appendix 9

(i) If NO, why does your organisation hold this view? (give brief details)

(ii) If YES, why does your organisation hold this view? (give brief details; e.g. comments made by other agencies, the individual themselves etc.)

10. In any event, why is the treatment of the individual (i.e. legal action) a proportionate means of achieving a legitimate aim? (i.e. Why is the action being considered necessary/proportionate/reasonable in the circumstances?)

   N.B Below is a non-exhaustive list.

   (i) The behaviour of the individual is extremely serious and/or persistent and/or involves the use or threatened use of violence or damage to property?
       (give brief details)

   (iii) The behaviour of the individual is having a detrimental impact on the health and/or well-being of local residents?
       (E.g. sleep deprivation, impact on employment, prescribed medication for stress related illnesses etc.)
       (give brief details, do you have medical evidence to support this?)
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<th>All other reasonable alternatives to the current legal action being considered have been ruled out or exhausted? (give brief details)</th>
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<td>(iv)</td>
<td>Other (give brief details)</td>
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Name of Officer completing justification exercise......................................................

Signed............................................................................................................................

Dated..............................................................................................................................

Signed off by (include name of senior manager)............................................................

Dated..............................................................................................................................
Starter Tenancy Policy- Appendix 2

INFORMATION SHEET

Your Right to Appeal

Important Time Limit

1. If you want to appeal against this decision, you must write to Impact Housing Association (Impact) within 10 working days from the date contained within the attached letter. If you do not do so, you will lose your right of appeal.

2. If you wish to appeal against this decision you must inform Impact whether you want your appeal to be dealt with at an oral hearing, which you will have to attend, or if you would prefer the appeal panel to consider the decision by studying all the evidence on paper.

3. If you do request an oral hearing, you must tell Impact if there are any dates, within the next 6 weeks, when you cannot attend an appeal hearing. If you do not do this and are unable to attend the hearing, your appeal may be dealt with in your absence.

What happens next?

1. Impact will acknowledge your request to appeal the decision within 5 working days of receiving that request from you.

2. We will then write to you within a further 5 working days to inform you of the date of the appeal hearing/ the date when your appeal will be considered on the papers. We will also enclose a summary of the evidence that Impact will
be providing to the appeal panel for it to consider either at a hearing or on paper.

3. You are required to forward to Impact all documentary evidence you intend to rely upon no later than 2 working days prior to the appeal hearing. If you do not, the appeal panel can refuse to consider your written evidence.

4. If you are intending to be legally represented at the hearing you MUST tell Impact the name of your legal representative and their intended role at the hearing no later than 2 working days prior to the hearing. If you do not, the appeal panel has the discretion to refuse to hear from your legal representative.

Your rights

1. You can bring witnesses to the appeal hearing if you wish to. These witnesses may be questioned by the appeal panel but not by Impact’s staff member.

2. You have the right to question Impact’s staff member about the evidence Impact relies upon. Impact’s witnesses will not be present at the hearing so you will not have the opportunity to question them. You do not have the right to demand to know the identities of anonymous witnesses.

3. You have the right to present your own evidence, make representations to the appeal panel and to challenge the allegations against you either in writing or orally at the hearing.
The Appeal Process

Oral Hearing

1. Your appeal is heard by an appeal panel consisting of 3 people. These people will not have had any direct involvement in making the decision that you wish to appeal. The panel normally consists of a senior Impact staff member and two other Impact staff members.

2. At the beginning of the appeal the Chair of the panel will set out the procedure that will be followed during the appeal hearing.

3. The staff member from Impact will go first and will outline the evidence that Impact has relied upon in making its decision. You (or your legal representative) will then have an opportunity to question the staff member about that evidence. The panel members can also ask questions of the staff member.

4. After Impact’s staff member has been questioned, it is your turn to outline the evidence you wish to rely upon. At this stage you can present your witnesses and rely upon the evidence they give to the appeal hearing. You can also give evidence yourself to the panel. Impact’s staff member can question you, but not your witnesses. The appeal panel can question both you and your witnesses.

5. After you have presented your case, both you and the Impact staff member will be invited to give short final speeches to the appeal panel about the evidence it has heard and the conclusions it should draw from that evidence.

6. The appeal panel will then decide whether the decision you are appealing against was properly made by Impact. This is a decision that is likely to take some consideration. On most occasions a decision will be communicated to you in writing within 5 working days from the date of the hearing. Exceptionally the appeal panel may determine the appeal at the hearing and
notify those attending at the hearing. Written confirmation of the decision will be sent to you within 5 working days from the date of the hearing.

7. If your appeal is successful, Impact will review its decision. If your appeal is not successful, Impact's decision will stand.

8. There is no further internal right of appeal against the decision of the appeal panel.

Paper Hearing

1. Your appeal is heard by an appeal panel consisting of 3 people. These people will not have had any direct involvement in making the decision that you wish to appeal. The panel normally consist of a senior Impact staff member and two other Impact staff members.

2. The appeal panel will meet privately. They will be provided with Impact's documentary evidence in support of its decision to serve a NRP or to extend your starter tenancy. They will also be given any written evidence you have provided to challenge the decision.

3. The appeal panel will consider the documentary evidence before it and decide whether to uphold the decision made by Impact or to overrule it.

4. You will be notified in writing of the panel's decision within 5 working days from the date the panel considered your appeal.
Dear

Your Tenancy of [address of property]

I enclose Notice Requiring Possession which terminates your tenancy on [date of expiry of Notice].

The reason that Impact Housing Association (‘Impact’) has decided to terminate your Tenancy is:

[give brief summary of reasons].

You have the right to appeal against this decision. If you want to do so, you must contact [please insert name] of Impact at the address given above, by [10 working days after the date on which this letter is hand delivered to the property].

If you do not write to [please insert name] of Impact within this time limit, your right of appeal will be lost.

When writing to [please insert name], please state whether you want your appeal to be dealt with at an oral hearing (at which you will have to attend) or whether you would prefer for the appeal to be considered by the appeal panel on paper. If you elect an oral hearing of your appeal please provide a list of dates during the next six weeks when you will not be available to attend an appeal hearing. If you do not provide this information, and you are not able to attend the hearing, your appeal may be dealt with in your absence.
Further details of your right of appeal are contained in the enclosed Information Sheet.

You must move out of the property and return the keys to Impact by no later than [date of expiry of NRP]. If you do not do so, Impact will take court proceedings against you to obtain possession of the property. If this is necessary, then you may also be liable for any legal costs that are incurred.

It is also your responsibility to remove all of your belongings from the property by this date.

Yours sincerely

[insert name]

Enc: Notice Requiring Possession
Information Sheet – Your Right to Appeal
Starter Tenancy Policy: Appendix 4

Letter informing decision to extend starter tenancy for a further 6 months

Delivered by hand
[insert date]

Dear

Your Tenancy of [address of property]

I am writing to inform you that Impact Housing Association has decided to extend your starter tenancy for a further 6 months and not to convert your tenancy to an assured tenancy.

The reason that Impact Housing Association ('Impact') has decided to extend your starter tenancy is:

[give brief summary of reasons].

You have the right to appeal against this decision. If you want to do so, you must contact [please insert name] of Impact at the address given above, by [10 working days after the date on which this letter is hand delivered to the property].

If you do not write to [please insert name] of Impact within this time limit, your right of appeal will be lost.

When writing to [please insert name], please state whether you want your appeal to be dealt with at an oral hearing (at which you will have to attend) or whether you would prefer for the appeal to be considered by the appeal panel on paper. If you elect an oral hearing of your appeal please provide a list of dates during the next six weeks when you will not be available to attend an appeal hearing. If you do not provide this information, and you are not able to attend the hearing, your appeal may be dealt with in your absence.
Further details of your right of appeal are contained in the enclosed Information Sheet.

You need take no further action in respect of your starter tenancy being extended. Impact will continue to monitor your tenancy for the next 6 months. If there are serious or persistent breaches of your tenancy agreement it is likely Impact will take action to terminate your tenancy. It is therefore in your best interests to ensure your tenancy is conducted satisfactorily for the next 6 months.

Yours sincerely

[insert name]

Enc: Information Sheet – Your Right to Appeal