

# Your Starter Tenancy

Rights & Responsibilities





# Welcome to your new home!

As a Southway tenant you have rights and responsibilities. And so do we. This leaflet covers all of these, although you'll find them covered in more detail in your tenancy agreement.

If you do not currently have an assured or secure tenancy with either Southway, another RSL or council you will only be offered an Assured Shorthold (Starter) tenancy.

## The tenancy agreement

Your tenancy agreement is signed by you and by us at the beginning of your tenancy. This tenancy agreement covers your first 12 months with us. It is called an assured shorthold tenancy (or starter tenancy). If you keep to your tenancy agreement, it will automatically convert to an assured tenancy agreement, which offers you more rights.

## After your starter tenancy

If there are no problems with your starter tenancy, you automatically become an assured tenant - with the same rights as other Southway tenants. If your behaviour, during the starter tenancy period, is unacceptable we will act to end your tenancy.

## Your rights

As a starter tenant you get as much protection as an assured tenant. So, for example, if you're a victim of someone else's bad behaviour during your trial period, we'll help you in exactly the same way as if you'd lived in a Southway home all your life.

Throughout your first year with us, you will receive advice and support to help you settle into your home and convert to a full tenancy.

You can also get involved with your local tenants and residents association, and help to shape your neighbourhood. During your starter tenancy, the law says you don't have the automatic right to:

- buy or acquire your home
- take in lodgers
- sub-let part of the property
- make improvements
- exchange your home with another tenant.

### If there are problems

We hope your starter tenancy is problem-free and that you'll go on to become an assured tenant with us. While we will always try to help if you have any difficulties, we will act quickly if you break your tenancy agreement. We'll always investigate first to see if things can be sorted out - but if the problem is serious, or if you won't co-operate with our efforts to find a solution, we'll take legal action to evict you

straight away. A starter tenancy means we can evict you more quickly and easily if you break the tenancy agreement.

### Paying your rent

Your tenancy agreement says that you must pay your rent, and pay it on time. If you fall behind with your payments, we will contact you. First we'll check you're getting the right benefits. Then we'll set up a repayment arrangement so you can pay off the money you owe in regular, affordable amounts on top of your weekly rent.

### Problems with your rent

If you're having a problem paying your rent, we'll give you all the help you need to pay off any arrears. We'll help you work out a repayment plan that you can stick to until the arrears are gone. We'll check what benefits are due and help you fill out any forms. If your arrears reach five weeks - or sooner in some cases - we will start legal action that could lead to you losing

**During your first year you cannot make home improvements, including rooms, flooring or changes to gardens, fences or garden hedges.**

your home. We'll also take action if you are persistently late paying or if you won't keep to a repayment arrangement.

### Providing you with a home

It's also possible that we will need to move you out of your home because it needs major building or repair, or because it has to be demolished. In this situation we will offer you another suitable home.

### Antisocial behaviour

We must protect your community and our property. If you report any antisocial behaviour, or somebody reports you, we will investigate the complaint thoroughly - collecting evidence, interviewing witnesses, and talking to the police.

If the problem is minor, we'll ask for the behaviour to stop. We may bring in a mediation expert too. If the behaviour continues, or if it involves violence or hate crime, we don't offer a second chance. We'll take immediate

**We must protect your community and our property. It's why we always respond quickly to antisocial behaviour.**

action to evict whoever is responsible.

It's important to remember that you are also responsible for the behaviour of those visiting your home. We will take action against you if someone living with you or a visitor to your home behaves antisocially. And it doesn't matter where the nuisance happens - in your home, outside it, or anywhere near by.

Other reasons for eviction  
There are other circumstances where we will be entitled to evict you. This can include: not using your property as your main home, taking in lodgers without our permission, serious damage to the property, or repeated failure to look after your home and garden.

**We'll regularly keep in touch during your first year, and will visit you in 4/6 weeks and 9 months.  
Please co-operate with these visits.**

### Taking action

If we want to evict an assured tenant (for example, because they are a nuisance to their neighbours) we have to give them a chance to put their side of the story at a court hearing. It's then up to a judge to decide if the eviction can go ahead. If we need to evict a starter tenant, we can do this more quickly and easily.

We will send a Notice Requiring Possession (also known as a Section 21 notice) saying that we intend to end your tenancy during the starter period. We will also notify you about your right of appeal.

### Appealing against eviction

If you want to appeal, you must do so in writing within 14 days of receiving the Notice Requiring Possession. We aim to reply in writing to all appeals within 21 days.

We conduct reviews informally to establish the facts of the case,

the reasons for serving notice, and to ensure that the correct procedures were followed. We will give you at least five days' notice of the date, time and place of the appeal hearing. You have the right to attend the hearing. You have the right to attend the hearing or to be represented there by a legal representative, advice worker or friend.


### At the hearing

An appeals panel will hear your appeal. This panel will be made up of two Southway management board members and the chief executive or a director. They will listen to your appeal and reach a decision on it in two weeks before your Notice Requiring Possession date.

At the hearing, the director of neighbourhood services (or an officer who's been involved in the decision to end your tenancy) will state why Southway believe you should leave your home. Before the hearing, we

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will send you copies of any written evidence that is being used in the hearing. For more information on the Appeals Panel, please see our leaflet - Starter Tenancy Appeals Procedure.

You will be able to question the director (or an officer involved in the decision to end your tenancy) and clarify anything you're not sure about. You can also question any of the evidence used at the hearing. If we need to protect a complainant's identity, we may use their evidence without them having to attend the appeal.

The Appeals Panel will then decide whether you have broken the tenancy agreement and, if so, whether your actions mean you should be evicted. It will also decide whether we took the right steps when issuing you with the Notice Requiring Possession.

We will write to you with the Appeal Panel's decision, and its reasons, within seven days of the hearing. Whatever the decision, we will tell you what will happen next. to contact us about this please call 0161 448 4200.

### **If you disagree**

If you disagree with our appeal decision, you may wish to refer a complaint to the Tenant Services Authority or the Independent Housing Ombudsman. However, this will not prevent us from obtaining possession of your home prior to the complaint being resolved.

### **Ending your tenancy**

If you decide to leave your home, you need to give us formal notice, in writing, at least four weeks before you leave. All your rent must be paid and not in arrears (unless you have an agreed arrears repayment plan with us). You must leave the home in good condition. Any damages will need to be paid for (don't worry - this doesn't apply to everyday wear-and-tear). Please note that tenancies end on a Sunday and keys must be returned no later than 12 noon on the Monday after. If you do not do this, you will be charged rent until the keys are received.

