

1. Policy Statement

- 1.1 Castles & Coasts Housing Association (**CCHA**) recognises that it is important to clearly set out its rented stock tenure policy so that its tenants are aware of the Association's policy as to the type of tenancy that it will grant.
- 1.2 The Association will grant tenancies that provide the best security of tenure compatible with the purposes of the accommodation, the needs of individual households, the sustainability of the community and the efficient use of the Association's stock. The Association will grant assured tenancies to its tenants except where a different type of tenure is required to achieve these aims, including in the circumstances set out in 1.3 and 1.4 below.
- 1.3 Tenants who we move temporarily to alternative accommodation whilst we carry out redevelopment works or major repair works will be granted the same security of tenure on their return to their settled accommodation. However, they may be granted an assured shorthold or other type of tenancy in respect of the temporary accommodation.
- 1.4 The Association may grant assured shorthold tenancies for specific reasons and for specific schemes. Some examples of relevant circumstances are:
 - Local Lettings Schemes – will be introduced where there are particular characteristics of properties or applicants, e.g. specialist accommodation or specific client groups.
 - Short term leases – where the Association is not the owner of the property but is leasing the property, e.g. Living Over The Shop schemes.
 - Starter Tenancies – will be used in specific geographical areas and to deal with particular risks to tenancy management, e.g. Anti Social Behaviour.
 - To ensure best use of scarce stock resources – will be used to ensure supply of accommodation in areas where the Association has very limited supply.
 - To meet any future legal and regulatory requirements – to be able to respond to any regulatory or legal obligations.
 - Supported accommodation.

This type of tenancy will only be used after it has been approved by the Housing Services Director.

- 1.5 The respective obligations of the tenant and the Association will be clearly outlined in the Tenancy Agreement, including circumstances under which the tenancy can be brought to an end by either party, or (in the case of starter tenancies) extended.
- 1.6 A Starter Tenancy is a type of Assured Shorthold Tenancy offered to new tenants. For the initial period of 12 months, it will be an Assured Shorthold Tenancy (this is called the "Starter Period"). After this, if the tenancy has been conducted in a satisfactory manner, it will become a full Assured Tenancy. If before the end of the Starter Period, the Association believes that the conduct of the tenancy has been unsatisfactory, the tenancy may be ended (including on the Assured Shorthold ground for possession), or by notice to the tenant extended by a period of up to 6 months.
- 1.7 If a tenant breaches the Tenancy Agreement and the Association serves notice that it intends to recover possession of the property, on the Assured Shorthold ground for

possession, or extend the period of the Starter Tenancy, the tenant will have the right to appeal against that decision.

1.8 Where a tenant has difficulty in reading or understanding information given, the Association will take reasonable steps to offer the appropriate support to ensure that the tenant understands any information which is given. This could include:

- Communicating information verbally, through a translator or with due consent, to another person or agency representing the tenant.
- Providing information in other formats e.g. large print, braille.

1.9 If the tenant is under 18, or if the Association is aware that the tenant is vulnerable and it is considering possession proceedings, the Association will:

Carry out a risk assessment to ensure that the action is proportionate, and considers any known vulnerability that affects the tenant's capacity to defend possession proceedings. If the tenant lacks capacity, the Association will notify the Local Authority Adult Social Care department, any known assigned support worker (e.g. Community Psychiatric Nurse or Floating Support Worker) and any known assigned advocacy agency (e.g. Citizen's Advice, Law Centre, Shelter) with the aim of arranging for the appointment of a litigation friend to act on behalf of the tenant.

2. Responsibilities

The Housing Services Director has overall responsibility for the Rented Stock Tenure Policy.

3. Compliance and Regulatory Standard

The Association will work within the regulatory requirements of the Regulator of Social Housing and Legislation, including:

- Housing Acts 1985, 1996 and 2004
- Human Rights Act 1998
- Mental Capacity Act 2005
- Equality Act 2010.

4. Cross Referencing

This policy will be applied in conjunction with the following CCHA policies and procedures:

- [Customer Service Standards](#)
- [Equality and Diversity Strategy](#)
- [Anti Social Behaviour Policy](#)
- [Housing Services to Vulnerable Residents](#)

PROCEDURE

1. Purpose

1.1 The aim of this procedure is to outline to staff and customers of Castles & Coasts Housing Association (**CCHA**) the means by which Assured Shorthold Starter Tenancies will be created, monitored, reviewed, extended, terminated, and/or converted into Assured Tenancies following a satisfactory probationary period; and arrangements for monitoring the effectiveness of the Starter Tenancies scheme. This procedure replaces previous versions.

1.2 Context

CCHA provides services to circa 7,000 properties, across a wide mix of tenures – tenants, leaseholders, shared ownership, commercial etc.

1.3 Purpose of procedural document

This procedure clearly establishes how CCHA deal with Assured Shorthold Starter Tenancies during the probationary period.

With regard to this, this procedural document is a working document and as such it will be used for both operational and monitoring purposes by all CCHA staff.

2. Scope (who does the procedure apply to/cover)

2.1 This procedure sets out the circumstances in which CCHA will offer Starter Tenancies and how these will be reviewed. It will identify the circumstances under which tenancies will not be renewed and the advice and assistance offered when that occurs. It also sets out how a resident may appeal a decision not to grant another tenancy on the expiry of the starter tenancy and how CCHA will take into account the needs of those households who are vulnerable.

3. References (other policies that should be referred to, relevant legislation that governs this procedure)

- RSH Tenancy Standards
- Housing Act 1988
- Housing Act 1996
- Localism Act 2011
- ASB Crime & Policing Act 2014
- Harassment Policy
- Domestic Abuse Policy

4. Definitions

4.1 A starter tenancy is an assured tenancy that:

- For its first 12 months and any extension period (called “the starter period”) is an assured shorthold tenancy; then
- At the end of the starter period (including any extension period) becomes an ordinary assured tenancy unless (before then) CCHA has taken steps to take possession or has extended the starter period under section 7.4 below.

5. CCHA Framework for Starter Tenancies

5.1 Introduction

Starter tenancies are a tool to assist in tackling anti-social behaviour and serious breaches of tenancy and turning around difficult to let areas/estates. Starter tenancies on their own cannot achieve these aims but that they can contribute as part of a wider strategy.

5.2 What is an Assured Shorthold Tenancy?

5.2.1 An assured shorthold tenancy is a type of assured tenancy with limited security of tenure. An assured shorthold tenancy has an additional mandatory ground for possession (called “the shorthold ground”) available under section 21 of the Housing Act 1988.

5.2.2 If an assured shorthold tenancy is terminated properly, the court must make an immediate possession order (subject to any human rights/public law defences that are upheld by the court). The court does not have to be satisfied that it is reasonable to make a possession order (as the shorthold ground is a mandatory ground) and the court cannot suspend the possession order. The court can postpone the date for possession by up to six weeks where “exceptional hardship” would be caused (under section 89 Housing Act 1980). The only restrictions are that (a) a notice under s21 Housing Act 1988 cannot be served during the first 4 months of the tenancy and (b) a possession order cannot come into effect during the first 6 months of the tenancy. However, the usual grounds for possession that are applicable to assured tenancies (under Schedule 2 of the Housing Act 1988) are also available during the starter period.

5.2.3 Starter Tenancies are aimed specifically at reducing anti-social behaviour. Tenants will be advised at sign up what the significance of a starter tenancy is and will have the grounds upon which their tenancy may be terminated explained to them.

5.2.4 CCHA should not use the assured shorthold ground to evict tenants for reasons other than anti-social behaviour and serious breaches of tenancy, simply because it is a quicker method than using the usual grounds for possession. Tenants should only be evicted, using the shorthold ground, for anti-social behaviour or other serious breach of tenancy.

5.2.5 Examples of serious breaches of tenancy include:

- Serious property damage (including deterioration) or behaviour that creates a risk of serious property damage,
- Behaviour (including use of the property) which creates a significant risk to the tenant or others (including where the wellbeing, health or safety of other residents, members of the public, contractors or our staff is endangered).
- Serious Rent Arrears

5.3 Other Considerations

5.3.1 Starter tenancies need to be monitored to ensure that they are achieving their aims of reducing anti-social behaviour and rent arrears. CCHA officers will use a set form to ensure that each tenancy is properly monitored (**see Appendix 1&2**). Additionally, the Lettings & Neighbourhoods Team Leaders will check that this monitoring is being carried out.

5.3.2 An appeals procedure must be available for all starter tenants in the event of their tenancy being terminated on the shorthold ground. CCHA’s appeals procedure is attached (**Appendix 3**).

6. Procedure for Starter Tenancies

6.1 Sign up arrangements

6.1.1 For sign ups, where the Housing Services Director has agreed that the area is one of the defined geographical areas or schemes where Starter Tenancies will be issued, except current tenants of CCHA, (e.g. transfers and decants), the tenants must be advised that they are being offered a Starter Tenancy. Starter tenancies must **not** be given to existing CCHA tenants (unless they are starter tenants still in the starter period).

6.1.2 L&N Officers/Property Agents must explain to the tenants at sign up:

- How Starter Tenancies work;
- How the tenancy will be monitored and when the visits will take place;
- What will happen if certain conditions of the tenancy are not adhered to;
- What will happen if the tenancy is conducted satisfactorily over the initial 12 months
- What the appeals procedure is (in brief); and how and when CCHA can decide to extend the starter period; and
- Why we are using starter tenancies in the first place

It is vital that the above points are communicated to tenants at sign up because one of the main benefits of Starter Tenancies is their value as deterrents to anti-social behaviour and rent arrears.

6.1.3 At sign up the L&N Officer/Property Agent should agree the date for the first tenancy monitoring visit with the tenant. This reinforces to the tenant that their tenancy will be monitored.

6.2 Monitoring a Tenancy

6.2.1 It is essential that Starter Tenancies are monitored in order to ensure that they are used correctly as housing management tools and to ensure that they are achieving CCHA's aims of reducing and controlling anti-social behaviour and minimising rent arrears.

6.2.2 In addition to this these visits help to identify cases where tenants have failed to move in or the property has been abandoned.

6.2.3 There is a set form for completing the visits to assist L&N Officers / Property Agents. and the form should be filed on Alchemy once completed– see **Appendix 1&2**.

6.2.4 Each tenant should receive at least 2 visits: the first after the first month of the tenancy. This visit should cover the following points:

- Any problems with the rent account
- Any problems with outstanding repairs
- The conduct of the tenancy
- Any damage to the property
- Advice and information about local community organisations/resident groups

6.2.5 The second visit is in the ninth month of the tenancy. This visit will form part of the formal tenancy review. Points covered at this visit will include:

- How the tenancy has been conducted

- How any problems or issues have been resolved
- How the rent account has been managed
- What will happen next (i.e. tenancy will convert at end of 12 months – provided there are no anti-social behaviour problems before then, or CCHA intends terminating the tenancy, or CCHA intends extending the starter period).

6.3 Terminating a Starter Tenancy

6.3.1 If the CCHA Officer believes that a Starter Tenancy should not be allowed to default to assured status they must have the decision approved by the L&N Team Leader .

6.3.2 A Starter Tenancy is Terminated by the service of a under section 21 of the Housing Act 1988 (s21 notice) (**Appendix 4**). The s21 Notice cannot be served during the first 4 months of the tenancy. In all cases, the s21 notice must be for a minimum of 2 months from the date of service.

Tenancies starting on or after 1st October 2015

There is no requirement for the s21 notice to expire on a particular day. The s21 notice must be for a minimum of 2 months and can expire on any day of the week.

It is essential that before issuing a s21 notice, you complete the s21 notice checklist (**Appendix 9**) so as to ensure that you have adhered to all the procedural guidelines. This should be signed by an L&N Team Leader or the L&N Manager.

6.3.3 If the decision to terminate a starter tenancy is approved then the s21 notice can be served at any time before the end of the ninth month of the tenancy. The s21 notice should be accompanied by a letter (**Appendix 5a**) explaining:

- Why the s21 notice is being served
- Right of Appeals information (**Appendix 5b**).
- The deadline by which they can appeal

It is good practice to also provide the tenant with a summary of the reasons for their tenancy being terminated. The s21 notice (and accompanying letter) should be hand delivered to the property.

Should the tenant appeal then the Review Procedure at **Appendix 3** should be used in conjunction with **Appendix 7, 8 and 9**.

6.3.4 If the tenant does not appeal (or appeals unsuccessfully) and refuses to leave the property CCHA can use the Accelerated Possession Procedure through which a court order can be obtained relatively swiftly. CCHA solicitors and / or the Legal Co-Ordinator should be contacted.

6.3.5 As stated in 2.3 above, a s21 notice cannot be served during the first 4 months of the tenancy and a possession order cannot come into effect during the first 6 months of the tenancy.

6.4 Extending the Starter Period

6.4.1 As an alternative to serving a s21 notice CCHA may extend the starter period by up to 6 months.

6.4.2 During any extension period the tenancy remains an assured shorthold tenancy.

6.4.3 An extension may be appropriate in a number of situations, for example:

- (i) Where there have been incidents of anti-social behaviour or rent arrears but these are not considered serious enough to justify termination i.e order to give the tenant a further chance to show that they can conduct the tenancy properly or to monitor anti-social behaviour at the property;
- (iii) Where the tenant has appealed service of an NRP and there is a risk that the appeals procedure will not be concluded before the end of the starter period.

Where the CCHA Officer in conjunction with their Manager decides that the starter period should be extended, a record must be kept of the reasons why the decision has been made including any anti-social behaviour and / or rent arrears and any action taken by the Officer to resolve the problems. Any decision to extend the starter period should preferably be taken before the 9 month visit and the tenant informed of the decision at the visit.

6.4.4 Before a Starter Tenancy can be extended, the tenant has the right to ask for a formal review of the decision, by the L&N/Operations Manager.

6.4.5 A letter should be sent to the tenant confirming any decision to extend and the reasons why **(see Appendix 6a)**.

6.5 Conversion of Starter Tenancies to Assured Tenancies

6.5.1 At the nine month visit if there has been any ASB or serious breach of tenancy, the tenant should be advised that the tenancy will be covered to an Assured Tenancy after 12 months, unless issues of this type occur in the last 3 months of the tenancy.

6.5.2 On the 12 month anniversary date of the tenancy, a letter should be sent to the tenant advising that the tenancy has been converted to an Assured (**Appendix 6b**). Even if you do not do this, this tenancy will automatically convert to an assured tenancy.

6.5.3 If the Starter Tenancy is not ended by the issue of a S21 notice then the tenancy automatically converts into an assured tenancy and there is no need to issue a new tenancy agreement.

6.6 Serious problems during the starter period.

6.6.1 In an arrears case CCHA may decide to serve a Notice to Seeking Possession and start proceedings for a suspended possession order (or an outright order if appropriate).

6.6.2 In a serious anti-social behaviour case CCHA may decide to apply to the court for possession under ground 14, if you cannot wait until after the two month NRP notice period.

Summary of Appendices

Appendix 1 Post Let Visit Form

Appendix 2 Nine month visit form

Appendix 3 Review/Appeals Procedure

Appendix 4 NRP Termination form as a sample original on legal entity site

Appendix 5a Letter to accompany notice and 5b Right of Appeal information

Appendix 6a Extension of Starter Period letter & 6b Conversion of Tenancy letter

Appendix 7 Starter Tenancy Case summary form for Panel

Appendix 8 Notification of Hearing Date letter

Appendix 9 AST Termination Checklist

APPENDIX 1: POST LET VISIT FORM

Name	Address		Tenancy Start Date and Type of Tenancy	Visit Date (To be carried out within 28 days of COT)		
Rent Value	Arrears as at visit		Tenant's income details			
Name of person seen						
Has the correct person moved into the property?	Yes	No	If no please give details			
Are there any outstanding repairs?			If yes please give details			
Has a decoration voucher been issued/or paint pack?			If yes has the voucher been used?	Yes	No	Enter Value of voucher
Is a referral to Money Advice required?	Yes	No	Details – Refer to Money Advice			
Have you updated the diary notes on the account?	Yes	No				
Is the account 1 week in advance?	Yes	No	If no arrangement details (e-mail Debt Recovery Agent req'd).			
Has a Housing Benefit form been completed?	Yes	No	Any additional info provided? i.e proof of income. Note. (please update the Debt Recovery Agent with details).			
Has a Housing Benefit payment been received on the	Yes	No	If yes, how much? (advise Admin Team with findings)			

account?									
Has any arrangement been made?	Yes	No	If yes, given details						
Have you updated the Income Collection Team with feedback?	Yes	No							
Income details for any other occupant									
H.B verification complete	Yes	No	Any further advice required?		Yes	No	If yes please give details.		
Please indicate payment method chosen	Swipe Card	Direct Debit	Standing Order	Has the selected choice(s) been implemented?	Yes	No	Have these details been recorded on the diary?	Yes	No

Has CCHA's approach to the Community Safety been explained	Yes	No	Has the enforcement options been explained and a copy given?	Yes	No				
Are you experiencing problems with your tenancy at the moment?	Comments								
Do you have any issues with the communal services currently supplied, if applicable	Communal Cleaning	Yes	No	Landscaping	Yes	No	Window Cleaning	Yes	No
Are you currently experiencing any problems with your tenancy in terms of neighbourhood nuisance or anti social behaviour?	Comments								
Can you think of any improvements for your Area/Scheme?	Comments								
Have you arranged connection for all your utility suppliers?	Yes	No	Name of Gas Supplier		Name of Electricity Supplier				
Tenant's signature confirming visit and Community Safety guidelines and EPC certificate received.							Date		

APPENDIX 2: NINE MONTH VISIT FORM

Name	Address	Tenancy Start Date	
		Tenancy End Date	
Rent	Income	Month of Final Visit	

Final visit (must be in the 9th month of the tenancy)

Date	Visited by
Person seen	
Property check – Outstanding repair – Condition of Property	
Rent account balance £	Action agreed
Income and Benefit check	
Neighbour Nuisance check/Conduct of Tenancy	
Any Additions to household?	
Action Required	
Month of Final Visit agreed	
Recommendation	Allow to continue
	Do not continue/Extend Starter Period
Housing Officer	Date
Letter Sent	
Household amended? (detail overleaf and amend computer records)	

APPENDIX 3: REVIEW / APPEALS PROCEDURE

Starter Tenancy Appeals Procedure

1. Introduction

- 1.1 This procedure applies to appeals against decisions to terminate starter tenancies. It may also be used when there is a right of appeal in respect of assured shorthold tenancies (that have been terminated because of anti-social behaviour) and demoted tenancies.
- 1.2 This procedure is to be used only where decisions are being challenged. Where a complaint is being made about the way in which a case has been handled or in respect of CCHA's administrative procedures, then CCHA's complaints procedure should be used.
- 1.3 The purpose of this document is to provide a procedure for appeals to be dealt with fairly. This includes dealing with cases quickly and giving anyone appealing against a decision the opportunity to put their case forward.

2. Notice to tenant

- 2.1 Tenants should be notified of their right to appeal at the same time as they are served with a Notice Requiring Possession (NRP). This information will be contained in the letter enclosing the NRP and in the information sheet attached to that letter. An information sheet and standard letter are attached at appendices 4.
- 2.2 A tenant must notify CCHA in writing if he/she wants to appeal within 14 days of the date of service of the NRP. If the tenant fails to comply with this time limit, his/her right of appeal will be lost.
- 2.3 A checklist for ensuring that the NRP is valid appears at Appendix 10. L&N Officer / Property Agents must also remember that starter tenancies should only be terminated by service of a NRP where there has been anti-social behaviour by the tenant, members of the tenant's household or visitors to the tenants property or serious breaches of tenancy.

3. Timetable for appeal

- 3.1 Where possible, CCHA will deal with the appeal and notify the tenant of the outcome of the appeal, before the expiry of the NRP.
- 3.2 When dealing with appeals, CCHA will try to comply with the following timetable (the time limits running from the date of service of the NRP):
 - Days 1-14: tenant gives notice of appeal
 - Days 14-21: CCHA notifies tenant of date of hearing and provides tenant with summary of the information which it will provide to the appeal panel
 - Days 21-42: appeal heard
 - 7 days from hearing of appeal: tenant notified of appeal decision (in writing)

4. The tenants rights

- 4.1 The tenant can choose to have the appeal dealt with at a hearing or on the basis of written submissions.
- 4.2 At the hearing, the tenant can be accompanied by a person of their choice or represented (including legal representation).

- 4.3 The tenant can question the CCHA officer presenting CCHA's case at the appeal hearing. The tenant can also ask the panel to put questions to any witness. However, the tenant does not have the right to cross-examine witnesses.
- 4.4 The tenant can produce his/her own evidence, which can include written statements or oral evidence from his/her own witnesses.

5. The appeal panel

- 5.1 The appeal will be heard by at least two people (the appeal panel). The appeal panel will consist of CCHA senior officers and/or any person from outside CCHA who has relevant expertise (such as, a lawyer or local authority officer). Subject to 5.5 below, no member of the panel will have had any previous involvement with the case. One member of the panel will be appointed as chair. The panel's decision will be by a majority vote. If there is a tie, the chair will have the casting vote.
- 5.2 Panel members must disclose any perceived conflict of interest (for example, if they have previously dealt with the tenant in any capacity) to the other members of the panel. Where there is a conflict of interest, the panel member will step down.
- 5.3 The panel can obtain legal advice at any time – before, during and after the hearing. The legal advisor can attend the hearing to advise the panel on legal or procedural issues that arise (but will not become a member of the panel). This may be appropriate if the tenant has indicated that he/she is going to be legally represented at the hearing. It may be necessary to adjourn the hearing to arrange for the legal advisor's attendance (see 8.1 below).
- 5.4 If the panel invites a lawyer to attend the hearing, it is important that the chair makes it clear to the tenant (and their representative, if they have one), whether the lawyer is a member of the panel (see 5.1 above) or is an advisor to the panel (see 5.3 above).
- 5.5 If the appeal is successful, any future appeals by the tenant can be heard by the same panel.

6. Procedure before the hearing

- 6.1 A CCHA officer will present the case for terminating the tenancy to the appeal panel. The officer is responsible for preparing a case summary, which will summarise the information that will be presented to the appeal panel. This will usually be in the form attached at appendix 7.
- 6.2 Wherever possible, the tenant should be given at least 7 days notice of the hearing. This will be done by letter, which will enclose the case summary and copies of any written evidence that will be used at the hearing. A standard letter is attached at appendix 8. Hearsay evidence can be used. When it is used, the identity of the witness does not have to be disclosed. If the identity of the witness is not disclosed to the tenant then it must not be disclosed to the panel.
- 6.3 Any evidence or information that is given to the panel must also be given to the tenant. For example, evidence of a confidential nature can only be provided to the panel if it is also disclosed to the tenant.
- 6.4 Tenants will be asked to provide any written evidence to be used at the hearing to CCHA at least 48 hours before the hearing. If the tenant is going to be represented at the hearing, he/she will be asked to provide the name and capacity of his/her representative at least 48

hours before the hearing. If the tenant does not do so, the panel can refuse to hear the tenant's representative and/or refuse to consider the written evidence not disclosed in this way.

6.5 If the tenant decides that he/she does not want the appeal to be dealt with at a hearing, the appeal panel will meet and make its decision based on the written submissions it has received from the officer conducting the appeal on behalf of CCHA and from the tenant.

7. The appeal hearing

7.1 The hearing will not be conducted like a court hearing and formal rules of evidence will not apply. The appeal panel will use the Civil Standard of proof (the balance of probabilities or "more likely than not"), rather than the criminal standard of proof (beyond reasonable doubt).

7.2 The procedure at the hearing will be decided by the panel, but will normally be:

- Presentation (including evidence) from CCHA officer
- Tenant (or representative) can question the officer
- Presentation (including evidence) from tenant (or representative)
- CCHA officer can question the tenant
- Closing remarks by CCHA officer – limited to commenting on the tenant's presentation
- Closing remarks by tenant (or representative)
- Decision (see section 9 below)

7.3 At the start of the hearing, the chair of the panel will describe the procedure that the panel intends to follow to the tenant.

7.4 The panel should try to ensure that the questioning, presentations, evidence and closing remarks are not intimidating or repetitive.

7.5 The panel can question the officer, the tenant and any witnesses. The officer can only question the tenant. The tenant (or his/her representative) can only question the officer.

7.6 In reaching its decision, the appeal panel must establish which facts are not in dispute and resolve those facts that are in dispute. When this has been done, the appeal panel will apply those facts to the case to decide:

- Is the NRP valid?
- Has there been anti-social behaviour by the tenant, members of the tenant's household or visitors to the tenant's property?
- If so, was anti-social behaviour sufficiently serious to justify serving the NRP and evicting the tenant? When deciding this question, the panel must consider whether eviction is proportionate to the seriousness of the anti-social behaviour, including any information provided concerning the personal circumstances of the tenant (and members of their household).

7.7 If the answer to any of the questions set out in 7.6 above is "no", then the appeal will succeed and the tenant will be evicted. In appropriate cases, the appeal panel may require or recommend future action by the tenant or by CCHA and can impose conditions. This may include:

- Extending the starter period
- Entering an Acceptable Behaviour Contract or Parental Control Agreement
- Withdrawing the NRP
- Leaving the NRP in force for a specified period (so that CCHA could start possession proceedings if there were any further breaches)
- That any future appeals by the tenant are to be heard by the same panel

7.8 The panel can make the outcome of the appeal dependent on the tenant complying with its requirements and recommendations. If the tenant does not do so, then they may be evicted.

7.9 If the answer to all of the questions in 7.8 above is “yes”, then the appeal will fail.

7.10 If the appeal panel decide that the NRP is not valid then it will be withdrawn. If the appeal panel also considers that it was not appropriate to serve the NRP on the basis of the information that was presented at the hearing, then it can make a recommendation to this effect.

8. Adjournments

8.1 The appeal panel can, if it considers appropriate, adjourn the hearing. It may do so if, for example, new evidence has been presented at the hearing which requires further investigation or if the tenant presents convincing medical evidence that he/she is unfit to attend the hearing.

8.2 The rearranged hearing should take place as soon as possible. If, as a result of the adjournment it is possible that the tenant’s starter period may end (with the tenancy converting into a full assured tenancy) before the appeal is dealt with or CCHA can start possession proceedings, then the panel can recommend that the starter period is extended.

9. The Decision

9.1 The appeal panel may reach a decision at the hearing and notify the tenant immediately. If it does so, its decision and the reasons for its decision will be confirmed to the tenant in writing within 7 days of the hearing.

9.2 Alternatively, the appeal panel may give its decision after further consideration. If it decides to do this, it will inform the tenant that he/she will be told when the decision has been made. The decision will be made and confirmed in writing together with the reasons for the decision, within 7 days of the hearing if reasonable practicable.

9.3 There is no further right of appeal to CCHA against the decision of the appeal panel.

APPENDIX 4

NOTICE SEEKING POSSESSION OF A PROPERTY LET ON AN ASSURED SHORTHOLD TENANCY

Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996.

- Please write clearly in black ink. Please tick boxes where appropriate.
- This form should be used where a no fault possession of accommodation let under an assured shorthold tenancy (AST) is sought under section 21(1) or (4) of the Housing Act 1988.
- There are certain circumstances in which the law says that you cannot seek possession against your tenant using section 21 of the Housing Act 1988, in which case you should not use this form. These are:
 - a) during the first four months of the tenancy (but where the tenant is a replacement tenancy, the four month period is calculated by reference to the start of the original tenancy and not the start of the replacement tenancy-see section 21(4B) of the Housing Act 1988);
 - b) where the landlord is prevented from retaliatory eviction under section 33 of the Deregulation Act 2015;
 - c) where the landlord has not provided the tenant with an energy performance certificate, gas safety certificate or the Department for Communities and Local Government's publication "How to rent: the checklist for renting in England" (see the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015)
 - d) where the landlord has not complied with the tenancy deposit protection legislation; or
 - e) where a property requires a licence but is unlicensed.

Landlords who are unsure about whether they are affected by these provisions should seek specialist advice.

- This form must be used for all ASTs created on or after 1 October 2015 except for periodic tenancies which have come into being after 1 October 2015 and which were fixed term ASTs created before 1 October 2015. There is no obligation to use this form in relation to ASTs created prior to 1 October 2015, however it may nevertheless be used for all ASTs

What to do if this notice is served on you

- You should read this notice very carefully. It explains that your landlord has started the process to regain possession of the property referred to in section 2 below.
- You are entitled to at least two months' notice before being required to give up possession of the property. However, if your tenancy started on a periodic basis without any initial fixed term a longer notice period may be required depending on how often you are required to pay rent (for example, if you pay rent quarterly, you must be given at least 3 months' notice, or, if you have a periodic tenancy which is half yearly or annual, you must be given at least six months' notice (which is the maximum)). The date you are required to leave should be shown in section 2 below. After this date the Landlord can apply to the court for a possession order against you.
- Where your tenancy is terminated before the end of a period of your tenancy (e.g. where you pay your rent in advance on the first of each month and you are required to give up possession in the middle of the month), you may be entitled to repayment of rent from the landlord under section 21C of the Housing Act 1988.
- If you need advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.

1	To: Name(s) of tenant(s) (Block capitals)
2	You are required to leave the below address after ¹. If you do not leave, your landlord may apply to the court for an order under section 21(1) or (4) of the Housing Act 1988 requiring you to give up possession.
Address of premises	
3	This notice is valid for six months only from the date of issue unless you have a periodic tenancy under which more than two months' notice is required (see notes accompanying this form) in which case this notice is valid for four months only from the date specified in section 2 above.
4	Name and address of landlord
<i>To be signed and dated by the landlord or their agent (someone acting for them). If there are joint landlords each landlord or the agent must sign unless one signs on behalf of the rest with their agreement.</i>	
Signed	Date
Please specify whether:	Landlord <input type="checkbox"/>
	Joint landlords <input type="checkbox"/>
	Landlord's agent <input type="checkbox"/>
Name(s) of signatory/signatories (Block Capitals)	
Address(es) of signatory/signatories	
Telephone of signatory/signatories	

¹ Landlords should insert a calendar date here. The date should allow sufficient time to ensure that the notice is properly served on the tenant(s). This will depend on the method of service being used and landlords should check whether the tenancy agreement makes specific provision about service. Where landlords are seeking an order for possession on a periodic tenancy under section 21(4) of the Housing Act 1988, the notice period should also not be shorter than the period of the tenancy (up to a maximum of six months), e.g. where there is a quarterly periodic tenancy, the date should be three months from the date of service.

APPENDIX 5a - Letter serving Notice Requiring Possession

Delivered by hand

Dear

Your tenancy of (address of property)

I enclose a Notice under Section 21 Housing Act 1988, which is the first step in terminating your tenancy. This notice expires on **(date of expiry of Notice)**.

The reason that Castles and Coasts Housing Association (CCHA) have decided to terminate your tenancy is **(give brief summary of reasons)**.

You have the right to appeal against this decision, if you consider that it is wrong or unfair. This includes if you think that you have personal circumstances (relating to you and/or to any member of your household) or other matters that you wish to be taken in connection with the decision.

If you want to do so, you must write to xxxx of CCHA at the address given above, by **(date 14 days after the date on which this letter is hand delivered to the property)**. If you do not write to xxxx within this time limit, your right of appeal will be lost.

When writing to xxxx, please also provide:

- Brief details of any personal circumstances or other matters that you want to be considered in connection with your appeal; and
- 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 CCHA by no later than **(date of expiry of NRP)**. If you do not do so CCHA will take court proceedings against you to get possession of the property. If this is necessary, then you may also be liable for any legal costs that are incurred. You do not need to move out if you have appealed against the decision and either your appeal has not been dealt with by this date or your appeal has been successful.

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

If you have any doubt about your legal position or need any assistance then you should immediately seek independent legal advice from your local Citizens Advice Bureau, Housing Aid Centre or Law Centre or from a solicitor.

If you need this letter and the enclosed documents in another format (such as large print or audio) or in another language then please contact us immediately.

Your sincerely

Enc: Notice Requiring Possession, Information Sheet – Your Right to Appeal

INFORMATION SHEET - YOUR RIGHT OF APPEAL

Important Time Limit

- If you want to appeal against this decision, you must write to CCHA within the time limit stated in the attached letter. If you do not do so, you will lose your right of appeal.
- You must also tell CCHA if there are any dates, within the next six 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?

- CCHA will arrange an appeal hearing. This will usually be within 28 days of you telling CCHA that you want to appeal. CCHA will try to give you at least 7 days notice of the hearing. CCHA will also provide you with a summary of the information and copies of any written evidence that it will use at the hearing.
- If you do not want to attend a hearing then your appeal can be dealt with on the basis of written information only.

Your rights

- You can be accompanied by a person of your choice or be represented (including legal representation) at the hearing. If you are going to be represented, then you must tell CCHA the name and capacity of your representative at least 48 hours before the hearing. If you do not, the appeal panel may refuse to hear your representative.
- You can question the member of CCHA's staff who presents CCHA's case at the hearing. However, you cannot cross examine witnesses.
- You can present your own evidence, which can include written statements or oral evidence from your own witnesses. You should send to CCHA any written evidence that you want to use at the hearing, at least 48 hours before the hearing. You may be questioned on any evidence that you give.

Who hears the appeal?

- A panel of at least two will hear the appeal. The panel will be senior officers and/or Board Members of CCHA and/or anyone (from outside CCHA) who has been co-opted onto the panel. Members of the panel will have had no previous involvement with your case.

What happens at the appeal hearing?

- The hearing will be informal and will not be like a court hearing. The panel will decide the procedure that is used at the hearing. You will be told the procedure that will be used at the start of the hearing.
- The appeal panel will establish which facts are not in dispute and resolve those facts that are in dispute. It will then apply those facts to your case to decide whether the decision you are appealing against is correct.
- The appeal hearing will take place at a neutral venue if this reasonably practicable.

When will I know if my appeal is successful?

- In most cases, you will be told whether your appeal has succeeded at the end of the hearing. The decision and the reasons for the decision will be confirmed to you in writing within 7 days of the hearing.
- In some cases, the appeal panel may not be able to give its decision at the end of the hearing. If this happens, a decision will be made and confirmed to you in writing together with the reasons for the decision, within 7 days of the hearing if reasonably practicable.
- If your appeal is successful, CCHA will review its decision. If your appeal is not successful, then CCHA decision will stand. There is no further right to appeal to CCHA against the decision of the appeal panel.

APPENDIX 6a - Extension of Starter Period Letter

Dear

Extension of Starter Period

I am writing to inform you that your landlord XXXX (Insert Legal Entity) has decided to extend the starter period of your tenancy agreement.

The decision has been taken because:

(insert reasons)

The period of the extension is () months which means that your tenancy will now remain and assured shorthold tenancy until (insert new date of expiry of starter period).

You have the right to apply to review this decision. If you want to do so, you must write to XXXX at the address given above, by **(date 14 days after the date on which this letter is hand delivered to the property)**. If you do not write to XXXX within this time limit, your right to review this decision will be lost.

When writing to xxxx, please also provide a list of dates during the next six weeks when you will **not** be available to attend a review hearing. If you do not provide this information and you are not able to attend the hearing, the review may be dealt with in your absence.

Further details of your right to apply to review this decision are contained in the enclosed information sheet.

If you have any doubt about your legal position or need any assistance then you should immediately seek independent legal advice from your local Citizens Advice Bureau, Housing aid Centre or Law Centre or from a solicitor.

If you need this letter and the enclosed documents in another format (such as large print or audio) or in another language then please contact us immediately.

Yours sincerely

LETTINGS AND NEIGHBOURHOODS OFFICER

Enc: Information Sheet – Your Right to Apply for a Review

APPENDIX 6b - Conversion of Tenancy Letter

Dear

Conversion of Tenancy

I am writing to inform you that your Starter Tenancy will convert to an Assured Tenancy with effect from

If you have any queries regarding this matter, please do not hesitate to contact me.

Thank you.

Yours sincerely

HOUSING OFFICER

APPENDIX 7 - Starter Tenancy Summary form for Panel

Starter tenancy appeal case summary

1.	Tenancy details							
1.1	Name of tenant(s)							
1.2	Address							
1.3	Property reference							
1.4	Commencement date (a copy of the tenancy agreement should be produced at the hearing)							
1.5	Conversion date (including any extensions of starter period)							
1.6	Property size and type	Bedroom/ person House/flat (delete as applicable)						
1.7	Household (including tenant)	<table border="1"> <thead> <tr> <th>Name</th> <th>Relationship</th> <th>Sex</th> </tr> </thead> <tbody> <tr> <td>Age</td> <td>To tenant</td> <td>(M/F)</td> </tr> </tbody> </table>	Name	Relationship	Sex	Age	To tenant	(M/F)
Name	Relationship	Sex						
Age	To tenant	(M/F)						
1.8	Other relevant information about tenant And household, including: <ul style="list-style-type: none"> • Disabilities or special needs • Details of any previous court proceedings concerning anti-social behaviour 							
2.	s21 notice (copy attached)							
2.1	Date of Service							
2.2	Method of service (copy certificate of service attached)	Hand delivered to the property/by post/other (specify) (delete as applicable)						
2.3	Date of expiry Were two months' notice given?	Yes/No (delete as applicable)						
3.	Anti-social behaviour/serious breach of tenancy							
3.1	Give details of anti-social behaviour and/or serious breach of tenancy relied upon, including (where possible) dates and times of any specific incidents relied upon.							
3.1								

3.2	State why the anti-social behaviour is serious enough to justify terminating the tenancy (including details of any warnings given to the tenant by CCHA Housing and the effect of the anti-social behaviour on other people)
3.3	List any documents that are relied upon and attach copies (e.g. witness statements, letters and file notes)

Dated:

Signed:..... (on behalf of CCHA Housing)

Attachments: Copy s21 notice

Copy certificate of service of s21 notice

Copy documents listed in 3.3 above (if any).

APPENDIX 8 Notification of Hearing Date Letter

Delivered by hand

Dear

Your Appeal

Your appeal will be heard at **(time)** on **(date)** at **(address)**

Further information about the hearing is contained in the information sheet that was sent to you previously.

I enclose a case summary summarising the information that Castles & Coasts Housing Association will use at the hearing.

If you intend to use any written evidence at the hearing, then please send me a copy of this, at least 48 hours before the hearing.

If you are going to be represented at the hearing, then please let me know the name and capacity of your representative, at least 48 hours before the hearing. If you do not do this, your representative may not be heard.

If you want the appeal panel to deal with your appeal without a hearing, then please let me know as soon as possible and no later than 48 hours before the date set for the hearing. At the same time, you must also send me any written information that you want the appeal panel to consider before reaching its decision.

Please contact me if you have any questions or if there is anything that is not clear to you.

Yours sincerely

(CCHA officer dealing with the appeal)

Enc: Case summary (and any attachments)

Starter Tenancy Procedure

APPENDIX 9

AST termination checklist

	Section 21 notice	<i>(Delete as appropriate)</i>
1	Was the tenancy commencement date <u>more</u> than 4 months ago?	Y/N
2	Has the tenant been given an energy performance certificate?	Y/N
3	Has the tenant been given the current gas safety certificate?	Y/N
4	Has the prescribed form of notice been used?	Y/N
5	Is the expiry date at least 2 months after the date on which the notice was served?	Y/N
6	If the tenancy commenced <u>before</u> 1st October 2015, is the expiry date on the last day of a period of the tenancy?	Y/N or Not Applicable
7	If the tenancy had a fixed term, is the expiry date of the notice outside the fixed term?	Y/N or Not Applicable
	Court proceedings	
8	Have you complied with your obligations under the Pre-Action for Possession Claims by Social Landlords by <ul style="list-style-type: none"> • Writing top the tenant to invite them to make representations; and • Considering and responding to those representations? 	Y/N
9	If the tenancy had a fixed term and it was still in the fixed term when the s21 notice was served, have proceedings been started within 6 months' of the <u>service</u> of the notice?	Y/N or Not Applicable
10	If the tenancy was periodic (either statutory or contractual) when the s21 notice was served, have proceedings been started within 4 months of the <u>expiry</u> of the notice?	Y/N or Not Applicable

- If the answers to all of the questions are all "Yes" or "Not Applicable", the notice can be served and/or proceedings can be started.
- If the answer to question 1 is "No", wait until at least 4 months after the commencement date before serving the notice and any notice already served is invalid.
- If the answer to questions 2 or 3 is "No", provide the certificates to the tenant before serving the notice and any notice already served is invalid.
- If the answer to any of questions 4-7 is "No", start again and any notice already served is invalid.
- In question 6, the "last day of a period of a tenancy" is the day before the rent payment day (e.g. for a weekly tenancy with rent is payable every Monday, the expiry date must be on a Sunday).
- If the answer to question 8 is no, you must comply with your obligations under the Protocol before starting proceedings
- If the answer to questions 9 or 10 is "No", you must serve another notice before starting court proceedings and any proceedings already started must be withdrawn.

Starter Tenancy Procedure

Appeals Panel

The appeals panel will rule over the case with three principles at its core.

1. Has the s21 notice been served correctly?
2. Was the tenant in breach of their tenancy agreement and/or responsible for ASB?
3. Was the breach/ASB sufficiently serious to justify terminating the tenancy?

Have you successfully collated and evidenced the appropriate information to answer 1-3?

(please tick if yes)

NOTE: If any of the answers from 1-3 are no then the appeal by the tenants will be successful and the s21 notice will be overturned.

Have you prepared a case summary to be presented to the appeals panel?
Please see Appendix 7 on the Starter Tenancy policy and procedures.

Are you prepared to present your argument/justification to the panel if challenged?

On successful outcome from the appeals panel.

If the appeal is successful and the tenant refuses to leave you will need to apply for accelerated possession to gain possession of the property. This procedure will go through court, do you have the relevant information prepared?