

This policy sets out how we will allocate and manage Starter Tenancies across Amplius.

Starter Tenancy Policy

Document management

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Part 2

Overview

Scope

This policy supports Amplius' values and is a commitment to improving lives and supporting colleagues by:

- Explaining how we allocate Starter Tenancy agreements as part of our Lettings process.
- Explaining how we manage them over the 12-month period before deciding whether to offer an Assured Tenancy; extend the Starter Tenancy or end it.
- Ensuring a clear and consistent approach across Amplius for using and managing Starter Tenancies.
- Explaining when Starter Tenancies will be used, the legal and regulatory rules we must follow, and how we will use Starter Tenancies to manage breaches of tenancy conditions.

The term Amplius incorporates all member companies and subsidiaries.

The policy applies to:

- All parts of Amplius.
- To the management of all Starter Tenancies.

The Starter Tenancy appeal procedure will also be used when terminating a tenancy using any mandatory ground.

The policy does not form part of any colleague's contract of employment and the policy may be amended at any time.

Part 3

Policy details

Purpose

Amplius is dedicated to creating stable tenancies and strong communities where our customers can thrive. We want to work with customers to help make our neighbourhoods cleaner and safer. One way we aim to do this is by using Starter Tenancies. These tenancies also encourage tenants to follow the rules in their tenancy agreement and understand the importance of paying rent.

Our goal is to convert all Starter Tenancies into Assured Tenancies after the 12-month period. We support tenants through services, such as

- Money Advice
- Tenancy Support Officers
- Employment and Training Advisor.

We will also direct customers to partner agencies when needed to help them maintain their tenancies successfully.

Principles

Starter Tenancies give customers the chance to show they can manage a tenancy and follow the rules in their agreement.

They allow us to take action if tenants break the rules or cause problems like Anti-Social Behaviour (ASB), as long as it's fair and justified.

A Starter Tenancy will not be converted into an Assured Tenancy if:

- There are any rent arrears or
- There is any tenancy-related debt, or
- There has been a poor history of paying rent.

A poor history includes consistently being late with rent, paying in full only after the due date, or missing agreed payments. Each case will be looked at individually. We will consider whether the tenant has made an effort to reduce or clear the arrears, whether a realistic payment plan is in place, and any changes in circumstances that might explain the debt during the Starter Tenancy period.

Even if a rent account looks clear, it won't automatically lead to a conversion if there are signs of poor rent payment. This list is not exhaustive, and each account is individually reviewed before any Section 21 notice is issued.

From the start of the tenancy and throughout the probationary period, we will make sure tenants understand:

- What a Starter Tenancy is
- Their responsibility to manage and prevent ASB, and
- The importance of paying rent and following the tenancy rules.

Starter Tenancies will be managed consistently across Amplius according to the set procedures.

During the pre-tenancy process and throughout the probationary period, we will identify customers who may need extra support or are having trouble meeting their tenancy obligations. We will direct them to the right internal services or external agencies to make sure they have the support they need to maintain their tenancy. If any support needs arise after the tenancy starts, we will follow the same approach to help the tenant.

Definitions

A Starter Tenancy is a type of rental agreement that lasts for 12 months. If the tenant meets all the conditions during this time, the tenancy will automatically change to an Assured Tenancy after 12 months.

If a tenant with a Starter Tenancy breaks the rules of their agreement, they can be evicted using the same grounds as an Assured Tenancy. This means we must give the tenant two months' written notice under Section 21 of the Housing Act 1988. If the tenant does not leave the property, we may then begin legal action to take possession of the property through the Accelerated Possession procedure.

Customers with a Starter Tenancy will generally have the same rights as those with an Assured Tenancy in areas like:

- Right to Repair.
- Right to Succession; and
- Right to be Consulted.

They will not have the:

- Right to improve or claim compensation for improvements.
- Right to exchange; or
- Right to acquire.

Operation of a Starter Tenancy

Starter Tenancies will be given to all new customers, unless they previously had an Assured or Secure tenancy with a Group member that started before April 1st, 2012. (If the customer already has a tenancy, they will keep their security of tenure.) An exception is for legacy Grand Union, which will offer assured tenancies to applicants over 55.

For anyone fleeing domestic abuse, we will offer an assured tenancy as a standard when they move into their new home, ensuring they have security.

Starter Tenancies will also be offered to customers coming through a mutual exchange, where one person has a fixed-term tenancy at a social rent and the other holds an Assured tenancy that started before April 1st, 2012.

Customers will agree to a weekly or monthly Periodic Assured Shorthold Tenancy, which will automatically change to an Assured Non-Shorthold Tenancy after 12 months (or after any extension period), unless one of the following happens before then:

- We issue a notice under Section 8 of the Housing Act 1988.
- We issue a notice under Section 21 of the Housing Act 1988.

- We inform the tenant in writing that the probationary period will be extended.

If any of these apply, the tenancy will remain a Periodic Assured Shorthold Tenancy until one of these happens:

- The Court grants us possession of the property.
- A Notice Requiring Possession ends, and we haven't gone to court for possession.
- Legal action for possession ends, and the Court hasn't granted an order for possession.
- The extension period ends, and no legal action has been taken.

Conversion of a Starter Tenancy

If no problems with the tenancy have been found, the tenancy will automatically change to an Assured Non-Shorthold Tenancy at the end of the 12-month probationary period. The customer will be told once this happens.

When the tenancy changes to an assured tenancy, there is no need to issue a new tenancy agreement.

Extending a Starter Tenancy

If the tenancy has not been managed properly, we may decide to extend the probation period instead of ending the tenancy. Extending the Starter Tenancy gives the tenant a chance to improve their behaviour and show they can follow the rules of their tenancy agreement. It also sends a clear message that breaking the tenancy rules could lead to losing their home.

The Starter Tenancy can be extended for a maximum of six months. The tenant will be informed in writing about the reason for the extension before the 12-month probation period ends.

Ending a Starter Tenancy

Starter Tenancies are essentially Periodic Assured Shorthold Tenancies during the first 12 months. These tenancies can be ended during the probation period by issuing a Section 21 Notice (but not within the first 4 months), which gives the tenant at least 2 months' notice to leave the property. If the tenant doesn't leave by the end of the notice period, we will start legal action to take possession of the property.

If a serious breach of the tenancy has occurred, we can begin legal action using Accelerated or Standard Possession Proceedings immediately.

If there's a risk of the Starter Tenancy ending, we will use the Commitment to Refer process. This means we will notify relevant partner agencies, for example the Local Authority homelessness and housing advice team, social services, and mental health services, to make sure the tenant gets the support they need and understands their options if the tenancy is ended.

Appeals

Once a Section 21 Notice is served, the customer has the right to appeal the decision to end their tenancy. To appeal, the customer must provide a written explanation of why they

believe the Section 21 notice should not be issued. They can get help from an advocate or have the appeal written by an organisation like Citizens Advice.

Once the appeal is received, it will be reviewed by the Regional Directors/Successful Tenancies Manager. They will look at the tenancy history and then provide a written response to the customer based on the evidence available.

Equality, diversity and inclusion

Amplius is committed to ED&I and such will make reasonable adjustments to the policy to recognise, accommodate and support individual needs, where needed.

Amplius is committed to ensuring that no person or group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for the following protected characteristics; Age, Disability, Race, Gender Reassignment, Sex or Sexual Orientation, Religion or Belief, Marriage and Civil.

Additional needs (addressing vulnerabilities)

Amplius recognises that, for various reasons, some of our customers and service users may be vulnerable. Policies therefore will take account of the recommendations made by the Housing Ombudsman and Regulatory recommendations on vulnerabilities. Amplius will take a proactive approach when making a decision relating to a customer or service user and where practicable, tailor and adapt our services to suit the needs of customers and support vulnerable people.

Part 4

Compliance and administration

Legal and regulatory compliance

This policy fully complies with Amplius' legal and regulatory obligations.

Introductory Tenancies were introduced in 1997 under Part V of the Housing Act 1996 but were only available to local authorities. In 1999 the Housing Corporation gave authority to RSLs to use Starter Tenancies, which operate along similar lines to Introductory tenancies, but are based on an initial Assured Shorthold Tenancy being converted into an Assured Non-Shorthold Tenancy on successful completion of a probationary period.

The Regulatory Framework for Social Housing in England and Wales states.

“Registered Providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock.

“Where registered providers use Probationary tenancies, these shall be for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review.

“Registered Providers shall grant those who were social housing tenants on the day on which Section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether this is with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).”

This list is not exhaustive, and policy authors will undertake thorough research and/or seek professional advice to ensure that Amplius meets its obligations and complies with the current and relevant legislation and regulations.

Evaluation, review and performance monitoring

This policy will be reviewed on a Triennial basis to ensure that it remains fit for purpose. A policy review may also be required earlier, in response to internal or external changes for example changes in legislation. Prompt and effective action will be taken where improvements are identified.

We will monitor and report the number of Tenancies ended through eviction further to a Section 21 Notice being served.

Related policies

- Anti-Social Behaviour and Neighbourhood Management Policy
- Income Management Policy
- Lettings and Allocations Policy
- Tenancy Management Policy

Part 5

Appendices

A. Associated documents - Internal procedural document, colleague use only

- NA

Part 6

Changelog

Amended date	Summary of changes	Version №