

**STARTER TENANCY POLICY**



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**MARCH 2010**

## **1. INTRODUCTION**

- 1.1. This policy is intended to set out how Cosmopolitan Housing Association (CHA) will ensure its compliance with legal and regulatory obligations in relation to starter tenancies.
- 1.2. CHA recognise it is important to provide clear guidance to residents on all areas of tenancy management, and take swift action when tenants are responsible for anti-social behaviour (ASB). The termination of starter tenancies will only be used to tackle ASB. Other breaches of tenancy will be dealt with in the same way as the Association would for assured tenants. All new tenants who are not moving to us directly from another Housing Association or Local Authority property will be given a starter tenancy for 12 months. The majority of tenants will cause no problems and will be given full rights at the end of the starter tenancy period as CHA would want.
- 1.3. The key objectives of the Starter Tenancy Policy are:
  - To achieve sustainable tenancies and the creation of stable & balanced communities by tackling ASB
  - To work with local authorities and other partners to meet housing needs and to ensure appropriate allocations and support
  - To treat tenants in a fair and non discriminatory way in accordance with the Association's Equality and Diversity Strategy
  - To be effective, understandable and accountable
  - To comply with the Tenant Services Authority Regulatory Standards (formerly the Regulatory Code of the Housing Corporation), and relevant legislation.

## **2. POLICY STATEMENT**

- 2.1. CHA works to improve people's life chances through providing great homes and reliable services to residents, and through helping build sustainable communities where people want to live and work.
- 2.2. CHA will engage with residents and local agencies to ensure that neighbourhoods are safer, cleaner and more peaceful places to live and work. CHA will employ a wide range of remedies, including the use of starter tenancies, to tackle ASB, nuisance and harassment.

- 2.3. Starter tenancies are a form of assured shorthold tenancy, automatically converting to an assured tenancy after 12 months if the tenancy has been managed responsibly. If the tenancy has not been conducted satisfactorily, CHA will follow policy guidelines to extend it or terminate it.
- 2.4. Starter tenancies are used as part of a comprehensive strategy for dealing with nuisance and ASB. CHA will use starter tenancies alongside tools such as acceptable behaviour contracts, mediation, injunctions and multi-agency partnerships among others.
- 2.5. Starter tenancies may operate in conjunction with a community lettings plan, which will be agreed with the local authority.

### **3. IMPLEMENTATION**

- 3.1 All new tenants will be signed to a starter tenancy. Tenants who are re-housed through transferring will retain their former tenancy status and will not be signed to a starter tenancy unless they were previously starter, or introductory tenants and their tenancies have not converted. If this happens the starter period will be the same as the remainder of the starter or introductory period under their previous tenancy or 4 months (whichever is longer).
- 3.2 Tenants who move to one of our properties through mutual exchange cannot be given a starter tenancy but will take on the existing tenancy of their exchange partner.
- 3.3 Incoming tenants who held a secure or assured tenancy directly before becoming a CHA tenant cannot be given a starter tenancy, as CHA cannot offer them a less secure form of tenancy than they previously held.
- 3.4 For tenants under the age of 18 at the time of signing their starter tenancy agreement, the tenancy will become an assured tenancy when the 12-month period comes to an end, or the tenant becomes 18, whichever is the later.
- 3.5 Starter tenancies may be used for supported housing tenants.

### Conditions of the starter tenancy

- 3.6 Tenants who have a starter tenancy will not have the same rights as an assured tenant until the first 12 months or any extension period has been successfully completed. In particular, starter tenants will not be able to transfer to an alternative property, exchange or buy their property, or make alterations and improvements.
- 3.7 The starter tenancy agreement specifies that grounds for termination, if proven, may include the following ASB related issues:
- Racial, or other forms of harassment
  - Domestic violence, abuse, anti-social behaviour and hate crime
  - Illegal cultivation, sale and supply of drugs
  - Storing or use of firearms
  - Prostitution
  - Noise nuisance, vehicle nuisance
  - Dumping of rubbish, unkempt gardens, damage to property

### Management of starter tenancies

- 3.8 CHA will provide full information to new tenants on the implications of signing a starter tenancy agreement, and in ensuring that the rights and obligations of starter tenants are carefully understood.
- 3.9 The starter tenancy will be monitored during the starter period so that any problems can be addressed as soon as they arise. Starter tenants will be visited no later than three months after their tenancy commences. Additional visits may be scheduled to discuss and monitor any specific problems, which have arisen.
- 3.10 In order that starter tenants are not discriminated against, evidence-based procedures for dealing with nuisance will be used.
- 3.11 Starter tenants should generally have the status of their tenancy convert to a full assured tenancy at the end of the starter period if:
- There have been no complaints of nuisance or ASB against them
  - Any nuisance or ASB has been remedied or reduced to a level acceptable to us
  - Allegations against them have not yet been fully investigated and it is not possible to ascertain whether they have complied with warnings issued to them.

### Terminating the tenancy

- 3.12 CHA will assist starter tenants to sustain their tenancies through a program of scheduled visits, early interventions and clear communication of remedies for tenancy breaches.
- 3.13 Particular care will be taken in the case of vulnerable tenants to ensure that referrals to appropriate support agencies are provided. However, where persistent or serious ASB has occurred or behaviour has not been improved to an acceptable standard following warning letters, CHA will take the appropriate steps to extend or terminate.
- 3.14 Where a decision has been made to end the tenancy, CHA will issue a Notice Requiring Possession (NRP), giving the tenant at least two months' notice of our intention to terminate. NRPs will only be served on the grounds of ASB and not for rent arrears or other breaches of tenancy.
- 3.15 At least two months' notice must be given, ending at the end of a rent period, which will normally be on a Sunday, and no earlier than the tenancy could otherwise have been brought to an end by a Notice to Quit. A failure to serve notice in time may result in the tenancy changing status and becoming an assured tenancy.
- 3.16 In the case where ASB only occurs towards the end of the starter period, the very latest that the notice should be issued is the last day of the starter period. In this case, the tenancy will remain an assured shorthold until two months after the notice has expired or until the possession proceedings have been concluded (provided they were started during this 2 month period).
- 3.17 CHA uses starter tenancies to tackle ASB and will not discriminate against starter tenants when dealing with rent arrears that occur within the first 12 months of the tenancy. While a starter tenant could be evicted for rent arrears, this will only happen if CHA are satisfied that an assured tenant in a similar position would have been treated in the same way, i.e. with possession being sought.
- 3.18 Service of a Notice of Seeking Possession (NOSP) for rent arrears within the first 12 months of the tenancy is not sufficient in itself to prevent the tenancy automatically converting to a full assured tenancy at the end of the starter period. Subsequent breaches following service of the NOSP will also be dealt with in line with procedures in the Rent Arrears Management policy.

### Extending the tenancy

- 3.19 A starter tenancy cannot continue indefinitely, but in cases where ASB has occurred after the review or where the behaviour of a tenant is still being monitored, a management decision may be taken to extend the starter period for up to a maximum of six months. There should be evidence to support this decision and all information received from the tenant must be considered when reaching this decision. The extension and the reasons for it will be set out in the letter to the tenant.

## **4. APPEALS**

### General

- 4.1 CHA provides access to an appeals process for starter tenants wishing to appeal the decision to extend or terminate their tenancy. Information on appeals will be provided to tenants at the beginning of their tenancy and at the point where action to extend or terminate is initiated.
- 4.2 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 and demoted tenancies.
- 4.3 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 CHA's administrative procedures, then CHA's Complaints Procedure should be used.
- 4.4 The purpose of this procedure is to provide a process 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.

### Notice to tenant

- 4.5 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. A standard letter and Information Sheet are attached at *Appendices 1 and 2*.

- 4.6 A tenant must notify CHA if he/she wants to appeal within 10 working 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.
- 4.7 A checklist for ensuring that the NRP is valid appears at *Appendix 3*. Tenancy Management Officers 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 tenant's property.

#### Timetable for appeal

- 4.8 Where possible, CHA will deal with the appeal and notify the tenant of the outcome of the appeal, before the expiry of the NRP.
- 4.9 When dealing with appeals, CHA will try to comply with the following timetable (the time limits running from the date of service of the NRP):-
- Within 10 working days : tenant gives notice of appeal
  - Within 2 working days of receiving notice : CHA notifies tenant of date of hearing and provides tenant with summary of the information which it will provide to the appeal panel
  - Within 15 working days of receiving notice of appeal: appeal heard
  - Within 5 working days of hearing of appeal: tenant notified of appeal decision (in writing)

#### The tenant's rights

- 4.10 The tenant can choose to have the appeal dealt with at a hearing or on the basis of written submissions (Independent Review).
- 4.11 At the hearing, the tenant can be accompanied by a person of their choice or represented (including legal representation).
- 4.12 The tenant can question the CHA officer presenting CHA's case at the appeal hearing. However, the tenant does not have the right to cross-examine witnesses.
- 4.13 The tenant can produce his/her own evidence, which can include written statements or oral evidence from his/her own witnesses.

### The appeal panel

- 4.14 The appeal will be heard by at least three people (the appeal panel). The appeal panel will consist of CHA's senior officers and/or board members and/or forum members and/or any person from outside CHA who has relevant expertise (such as, a lawyer or other such expert). Subject to section 4.18 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.
- 4.15 Panel members must disclose any possible conflict of interest (for example, if they have previously dealt with the tenant in any capacity) to the other members of the panel. If there is an actual conflict of interest, the panel member will step down.
- 4.16 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 section 4.36 below).
- 4.17 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 section 4.14 above) or is an advisor to the panel (see 4.16 above).
- 4.18 If the appeal is successful, any future appeals by the tenant can be heard by the same panel.

### Procedure before the hearing

- 4.19 A CHA 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 be usually be in the form attached at *Appendix 4*.
- 4.20 Wherever possible, the tenant should be given at least 5 working days notice of the hearing. This will be done by letter (a standard letter is attached at *Appendix 5*), which will enclose the case summary and copies of any written evidence that will be

used at the hearing. Witness statements will not normally be provided and hearsay evidence can be given. When hearsay evidence is used, the identity of the witness does not have to be disclosed. If the identity of a witness is not disclosed to the tenant then it must not be disclosed to the panel. Guidance on witness protection is given in CHA's Anti-Social Behaviour Policy.

- 4.21 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.
- 4.22 Tenants will be asked to provide any written evidence to be used at the hearing to CHA at least 2 working days 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 2 working days 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.
- 4.23 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 CHA and from the tenant.

#### The appeal hearing

- 4.24 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).
- 4.25 The procedure at the hearing will be decided by the panel, but will normally be:
- Presentation (including evidence) from CHA officer
  - Tenant (or representative) can question the officer
  - Presentation (including evidence) from tenant (or representative)
  - CHA officer can question the tenant
  - Closing remarks by CHA officer – limited to commenting on the tenant's presentation
  - Closing remarks by tenant (or representative) – limited to commenting on the officer's closing remarks

- Decision
- 4.26 At the start of the hearing, the chair of the panel will describe the procedure that the panel intends to follow to the tenant.
- 4.27 The panel should try to ensure that the questioning, presentations, evidence and closing remarks are not intimidating or repetitive
- 4.28 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.
- 4.29 At the hearing the appeal panel will decide whether:
- The NRP is valid.
  - On the basis of the information provided, it was appropriate to serve the NRP and evict the tenant
- 4.30 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 that anti-social behaviour sufficiently serious to justify terminating the tenancy and evicting the tenant?
- 4.31 If the answer to any of the questions set out in section 4.30 above is "no", then the appeal will succeed and the tenant will not be evicted. In appropriate cases, the appeal panel may make, require or recommend future action by the tenant or CHA. 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 CHA 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

- 4.32 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.
- 4.33 If the answer to all of the questions in section 4.30 above is “yes”, then the appeal will fail.
- 4.34 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.
- 4.35 The appeal hearing should, if reasonably practicable, take place at a neutral venue.

#### Adjournments

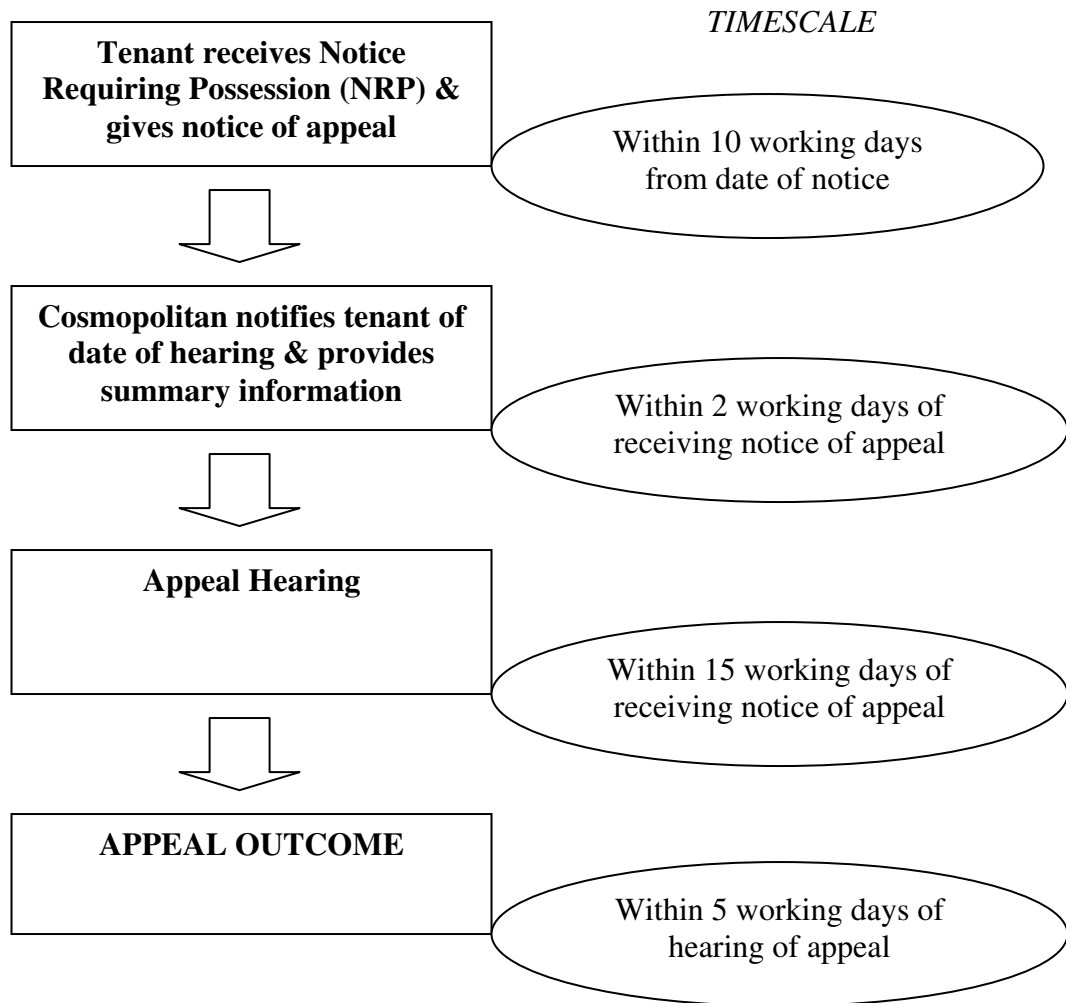
- 4.36 The appeal panel can, if it considers appropriate, adjourn the hearing. It may do so if, for example, new evidence has been presented at the hearing, which requires further investigation, or if the tenant presents convincing medical evidence that he/she is unfit to attend the hearing.
- 4.37 The rearranged hearing should take place as soon as possible. If, as a result of the adjournment it is a 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 CHA can start possession proceedings, then the panel can recommend that the starter period is extended.

#### Decision

- 4.38 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 5 working days of the hearing.
- 4.39 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 reasonably practicable.

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

### APPEALS PROCESS



## 5. MONITORING & REPORTING

5.1 It is essential for CHA to monitor the progress of the starter tenancy scheme in order to:

- Evaluate the effectiveness of starter tenancies to tackle ASB
- Ensure that local objectives and targets are being met
- Ensure that equal opportunities are being accommodated

- Ensuring fairness and the appropriate standards of service delivery are being maintained
- Highlight whether any changes to policy or procedure are needed
- Influence the decision whether to continue operating starter tenancies beyond the trial period

5.2 The following information will be recorded and monitored:

- The number of starter tenancies created
- The number of incidents of ASB reported against starter tenants
- The number of Notices served against starter tenants
- The main causes of breaches of starter tenancies
- The number of appeals against a decision to terminate the starter tenancy
- The number of appeals upheld and the reasons why
- The number of appeals rejected
- The outcomes of legal action
- The numbers and reasons why starter tenancies ended
- Sustainability Indicators in line with the general rented stock

## **6. EQUALITY & DIVERSITY**

6.1 CHA's intention is to develop a culture that embraces all customers and potential customers, integrating their needs and aspirations into everyday business. CHA recognise that there are many barriers to true equality of opportunity, ranging from overt prejudice in favour of, or against, particular groups or individuals to unwitting ignorance of different lifestyles and needs. On whatever level it exists discrimination is neither acceptable nor tolerable.

6.2 CHA will not discriminate on the grounds of gender, race, colour, ethnic or national origin, religion or belief, sexual orientation, marital status, age, disability, social position or social disadvantage, or any other personal circumstances. CHA will not discriminate against the disabled by evicting a person for reasons relating to their disability, even where the disability is directly linked to the anti-social behaviour, unless it is necessary in order to avoid endangering the health and safety of another person.

- 6.3 In addition, CHA has a separate policy on harassment, including racial harassment which demonstrates how CHA intends to fulfil its duties under Section 71 of the Race Relations Act 1976. Our aim throughout all our policies and procedures is to make the promotion of racial equality central to the way our services are designed and delivered.
- 6.4 CHA will not treat starter tenants less favourably than assured or secure tenants.
- 6.5 All customers will have access to this document upon request or from our website [www.cosmopolitanhousing.co.uk](http://www.cosmopolitanhousing.co.uk). It can also be translated or provided in alternative formats (e.g. Braille, large print, audio) upon request.

## **7. LEGAL & REGULATORY REQUIREMENTS**

### Legal Obligations

- Disability Discrimination Act 1995
- Race Relations Act 1976
- Housing Act 1996
- Housing Act 1988

### Regulatory Obligations

- Tenant Services Authority (formerly the Housing Corporation) - 'A Charter for housing association applicants and residents' (2007)
- Tenant Services Authority (formerly the Housing Corporation) - 'Regulatory Code' (2005)
- Audit Commission (2007) 'Key Line of Enquiry: Landlord Services: Tenancy & Estate Management'

## **8. RESPONSIBILITY**

- 8.1 The Operations Director has overall responsibility for compliance with this policy within their department.

8.2 It is the responsibility of the Tenancy Management Coordinator to publicise its policy and procedures on Starter Tenancies to residents, potential residents and staff in the following ways:

- Resident Handbook
- Starter Tenancy Leaflet
- Resident Newsletter
- Resident Website
- Policy Briefings and Training

8.3 All relevant members of staff have responsibility for implementing this policy on a day-to-day basis.

8.4 It is the responsibility of the Continuous Improvement Manager to ensure that this policy is reviewed at least every 3 years, or in response to any changes in legislation or regulation.

## **9. REVIEW**

9.1 This policy will be subject to a three yearly review or earlier where there is a material change to applicable regulatory guidance or legislation.

## **10. TRAINING**

10.1 All staff involved in the delivery of this policy will be required to be trained on its content. This will be cascaded down the organisation through the line management arrangements that are in place.

10.2 Board members and Directors will receive specialist legal training in relation to the Appeals Panel process to enable them to participate appropriately, in line with legislation.

## 11. ASSOCIATED DOCUMENTS

11.1 Other related documents that should be referred to are listed as follows:

- Anti-social Behaviour Policy,
- Rent Arrears Policy
- Tenancy Management Policy
- Eviction Policy

### POLICY REVIEW SUMMARY

Policy Title	Starter Tenancies Policy
Dated Created	March 2010
Person Responsible	Operations Director
Version	1.0
Date last amended	4 <sup>th</sup> March 2010
Authorised by	Board of Management
Review Period	3 Years
Review Committee	Board of Management
Date of last review	March 2010
Date of next review	March 2013

**Letter serving Notice Requiring Possession**

**Delivered by hand**

[insert date]

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 Cosmopolitan Housing Association (CHA) 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 xxxx of CHA at the address given above, by [**date 10 working days after the date on which this letter is hand delivered to the property**]. If you do not write to xxxx of CHA within this time limit, your right of appeal 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 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 CHA by no later than [**date of expiry of NRP**]. If you do not do so, CHA 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.

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

Yours sincerely

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

**Information Sheet**  
**Your Right to Appeal**

**Important Time Limit**

- If you want to appeal against this decision, you must write to Cosmopolitan Housing Association (CHA) 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 CHA if there are any dates, within the next 4 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?**

- CHA will arrange an appeal hearing. This will usually be within 15 working days of you telling CHA that you want to appeal. CHA will try to give you at least 5 working days notice of the hearing. CHA will also provide you with a summary of the information and copies of any written evidence that it will use at the hearing. Witness statements will not usually be provided.
- 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 CHA the name and capacity of your representative at least 2 working days before the hearing. If you do not, the appeal panel may refuse to hear your representative.
- You can question the member of CHA's staff who presents CHA'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 CHA any written evidence that you want to use at the hearing, at least 2 working days before the hearing. You may be questioned on any evidence that you give.

### **Who hears the appeal?**

- A panel of at least three people will hear the appeal. The panel will be senior officers and/or board members and/or forum members of CHA and/or anyone (from outside CHA) who has been co-opted onto the panel. Members of the panel will have had no previous involvement with your case (unless you have made a previous appeal).

### **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 is 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 5 working 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 5 working days of the hearing if reasonably practicable.

- If your appeal is successful, CHA will review its decision. If your appeal is not successful, then CHA's decision will stand. There is no further right of appeal against the decision of the appeal panel.

### APPENDIX 3

#### Cosmopolitan Housing Association - Checklist for termination of starter tenancy

	<u>Question</u>	<i>Answer</i>	<u>Notes</u>
<b>1</b>	<b>Conversion date</b>		
<b>1.1</b>	Original conversion date (as per tenancy agreement)		The date in the tenancy agreement when the starter tenancy is due to convert into an assured tenancy.
<b>2</b>	Has the conversion date been extended?	Y/N	If <b>yes</b> , answer 3 onwards. If <b>no</b> , answer 8 onwards.
<b>3</b>	Extended conversion date		You must answer 5-7 below before you can insert this date.
<b>4</b>	How was it extended?		Answer whichever of 5-7 are applicable.
<b>5</b>	<b>By extension notice</b>	Y/N	If <b>no</b> , go to 6.
<b>5.1</b>	Date notice served		
<b>5.2</b>	Was this before the original extension date?	Y/N	It must be served before the conversion date (see 1).
<b>5.3</b>	Date extended to		This should not be more than 6 months after the original conversion date (see 1.1)
<b>6</b>	<b>By service of Notice Requiring Possession (NRP)</b>	Y/N	If <b>no</b> , go to 7.
<b>6.1</b>	Date NRP served		It must be served before the conversion date (as previously extended, if applicable).
<b>6.2</b>	Expiry date of NRP		Check that expiry date valid – see 2 below. The extended conversion date is 2 months after the expiry date.

<b>6.3</b>	Have possession proceedings been started within 2 months of the expiry date?	Y/N	If possession proceedings have not been started within 2 months of the expiry date <u>and</u> the conversion date (as previously extended, if applicable) has passed, the tenancy will convert.
<b>7</b>	<b>By starting proceedings</b>	Y/N	
<b>7.1</b>	Type of possession proceedings?	Based on NRP? Y/N Based on other grounds? Y/N	If based on NRP, answer 7.2- 7.4. If based on other grounds, answer 7.2 and 7.4.
<b>7.2</b>	Date proceedings started		The extended conversion date is 28 days after the proceedings are determined if no possession order is made. See also note to 7.4.
<b>7.3</b>	If based on NRP, were possession proceedings started within 2 months of the expiry date of NRP?	Y/N	See note to 6.3.
<b>7.4</b>	Outcome of proceedings?		If no possession order made, it may be possible to serve an extension notice or a further NRP – refer to tenancy agreement and take legal advice if necessary.
<b>8</b>	Has the original conversion date or any extended conversion date passed?	Y/N	If <b>yes</b> , the tenancy is no longer a starter tenancy and it cannot be terminated by serving a NRP.
	<b>Notice Requiring Possession</b>		
<b>9</b>	Date of service of NRP		
<b>10</b>	Date of expiry of NRP		
<b>11</b>	Is the expiry date at least 2 calendar months after the date of service?	Y/N	If <b>no</b> , the NRP is invalid
<b>12</b>	Will the NRP expire on a Sunday?	Y/N	If <b>no</b> , the NRP is invalid

**APPENDIX 4**

**Cosmopolitan Housing Association - Starter tenancy appeal case summary**

<b>1.</b>	<b><u>Tenancy details</u></b>													
<b>1.1</b>	<b>Name of tenant(s)</b>													
<b>1.2</b>	<b>Address</b>													
<b>1.3</b>	<b>Property reference</b>													
<b>1.3</b>	<b>Commencement date (a copy of the tenancy agreement should be produced at the hearing)</b>													
<b>1.4</b>	<b>Conversion date (including any extensions of starter period)</b>													
<b>1.5</b>	<b>Property size and type</b>	Bedroom / person house/ flat (delete as applicable)												
<b>1.6</b>	<b>Household (including tenant)</b>	<table border="0"> <thead> <tr> <th><b>Name</b></th> <th><b>Relationship to tenant</b></th> <th><b>Sex (M/F)</b></th> <th><b>Age</b></th> </tr> </thead> <tbody> <tr> <td>Tenant (1)</td> <td>N/A</td> <td></td> <td></td> </tr> <tr> <td>Tenant (2)</td> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>	<b>Name</b>	<b>Relationship to tenant</b>	<b>Sex (M/F)</b>	<b>Age</b>	Tenant (1)	N/A			Tenant (2)	N/A		
<b>Name</b>	<b>Relationship to tenant</b>	<b>Sex (M/F)</b>	<b>Age</b>											
Tenant (1)	N/A													
Tenant (2)	N/A													
<b>1.7</b>	<p><i>Other relevant information about tenant and household, including:</i></p> <ul style="list-style-type: none"> <li>▪ <b>Disabilities or special needs</b></li> <li>▪ <i>Details of any previous court proceedings concerning anti- social behaviour.</i></li> </ul>													

<b>2.</b>	<b><i>Notice Requiring Possession</i></b> <b>(copy attached)</b>	
<b>2.1</b>	<b><i>Date of service</i></b>	
<b>2.2</b>	<b><i>Method of service</i></b> <b>(copy certificate of service attached)</b>	Hand delivered to the property / by post / other (specify) <b>(delete as applicable)</b>
<b>2.3</b>	<b><i>Date of expiry</i></b>  <b>Were two months notice given?</b>  <b>Did the notice expire on a Sunday?</b>	Yes / No  Yes / No  <b>(delete as applicable)</b>
<b>3.</b>	<b><i>Anti-social behaviour</i></b>	
<b>3.1</b>	Give details of anti-social behaviour relied upon, including (where possible) dates and times of any specific incidents relied upon.	

<b>3.1</b>	<b>(continued)</b>
	<b>(Continue on another sheet, if necessary)</b>
<b>3.2</b>	<b>State why the anti-social behaviour is serious enough to justify terminating the tenancy (including details of any warnings given to the tenant by Cosmopolitan Housing Association and the effect of the anti-social behaviour on other people)</b>
<b>3.3</b>	<b>List any documents that are relied upon and attach copies (e.g. witness statements, letters and file notes)</b>

**Dated:**

**Signed:** .....  
**(on behalf of Cosmopolitan Housing Association)**

**Attachments:** Copy Notice Requiring Possession  
Copy certificate of service of Notice Requiring Possession  
Copy documents listed in 3.3 above (if any).

**Notification of Hearing Date**

*Delivered by hand*

Dear

**RE: 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 Cosmopolitan 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 2 working days 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 2 working days 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 2 working days 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

**[Cosmopolitan officer dealing with the appeal]**

**Enc:** Case Summary (and any attachments)