



Introductory Tenancy Policy

2024

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1. Introduction

- 1.1 Under s.124 of the 1996 Housing Act, all local authorities were given discretionary powers to be able to use Introductory Tenancies. An Introductory Tenancy is a temporary tenancy, which lasts for 12 months only. During this time, the tenant is effectively on probation. If there are no significant problems with the tenancy within this 12-month period, then the tenancy will become permanent (known as a “secure tenancy”). Introductory Tenancies will only be available for new tenants.
- 1.2 An Introductory Tenancy gives fewer rights than a secure tenancy. It is also easier to end an Introductory Tenancy if there is a serious breach of the tenancy conditions.
- 1.3 The Council wants to be able to tackle anti-social behaviour and also reduce rent arrears early on. Introductory Tenancies provide a method of being able to deal more efficiently with any serious problems that may be experienced with a new tenant during the introductory period. If a new tenant is unable to conduct their tenancy properly then it will be a more straightforward process for the Council to bring the tenancy to an end.
- 1.4 Every new person who is allocated a Council property, and is not already a Council tenant, will be given an Introductory Tenancy. To apply to go onto the Council’s housing register, an applicant will need to complete an application form and return this to the Council offices with proof of circumstances. An application will be registered and awarded priority according to individual circumstances. When an application reaches the top of the housing register an offer of accommodation and will be and the applicant will be required to sign an Introductory Tenancy agreement.
- 1.5 Introductory Tenants will have the right to succession, assignment consultation and repair and improvements.
- 1.6 Introductory Tenants will not have the right to:
 - The same protection from eviction for any breach of the tenancy agreement
 - Buy their council property
 - Take in lodgers or sublet
 - Carry out a mutual exchange with another tenant
- 1.7 Introductory Tenancies can be a useful tool for dealing with problems with tenancies at the early stages. However, Introductory Tenancies cannot provide a guarantee against new tenants causing problems in the future. There are also certain procedures that have to be followed when trying to bring an Introductory Tenancy to an end, which can limit their effectiveness.

2. Breach of Tenancy Conditions

- 2.1 After a tenant signs an Introductory Tenancy, the Council will monitor the tenancy during the first 12 months and speak with the tenant about any problems that are brought to the Council’s attention. If the problems are minor (such as litter, not maintaining the garden or

occasional noise) then we will ask the tenant to put this right and remedy the situation. The Council will continue to monitor the situation so as to ensure that there is not a reoccurrence of the problems.

- 2.2 If the problems reoccur during the first 12 months of an introductory tenancy the Council may extend an introductory tenancy by up to six months. An Introductory Tenant does have the right of review against the Council's initial decision to extend the Introductory Tenancy. A form to request a review will be attached to the Notification Letter. The Council must receive a written request for a review within 10 working days from the Notification Letter being issued.
- 2.3 If there is a serious or persistent breach of tenancy conditions then we may take action to end a tenancy. The tenancy conditions are detailed within the tenancy agreement.
- 2.4 Serious breaches may include:
 - Rent arrears
 - Violence or threat of violence
 - A risk of damage to a property
 - Harassment which is having a serious detrimental effect on the victim
 - Use of the property for illegal or immoral purposes, for example drug dealing
 - A substantial number of incidents, including those of a minor nature which have continued despite warnings to the tenant
- 2.5 To evict an Introductory Tenant, the Council will issue a Notice of Termination. This means that the Council intends to obtain an order for possession from the Court and, if the Council is successful in obtaining a Court order for possession a tenancy will be brought to an end and the tenant will be required to leave the property.
- 2.6 An Introductory Tenant does have the right of review against the Council's initial decision to evict if served with a Notice of Termination. The Notice will advise when the Council can apply to the Court for a possession order. A form to request a review will be attached to the Notice of Termination. The Council must receive a written request for a review within 10 working days from the Notice of Termination being served.
- 2.7 A review hearing will be arranged at least 5 working days after a review request form has been received by the Council unless there are any special circumstances.
- 2.8 A Review Panel will look at the case independently. The Review Panel consists of people who were not involved in the initial decision to terminate the tenancy. Their decision will be sent to the Introductory Tenant in writing before the date on which the Council can apply to Court for possession.
- 2.9 If there are no issues with the Introductory Tenancy then the Introductory Tenant will automatically become a secure tenant after 12 months of the tenancy start date.

3. Anti-Social Behaviour & Rent Arrears Breaches

- 3.1 It is possible to end an Introductory Tenancy as a result of tenants engaging in Anti-Social Behaviour (ASB) or accruing rent arrears. The level of evidence required must be able to withstand probing from a Review Panel (RP) and potentially, by a Court.
- 3.2 Reports of ASB will be investigated in line with our 'Anti-Social Behaviour Policy' and any actions against the tenancy will be in accordance with this policy.
- 3.3 Any instances of rent arrears will be dealt with in accordance with our 'Income Management Policy.'