



North Warwickshire
Borough Council

North Warwickshire Borough Council Introductory Tenancy Guide for New Tenants

This guide explains to new tenants how the Council will operate the Introductory Tenancy Scheme and how it may affect them if their tenancy agreement is breached. If you would like this document in another language or format, or if you require the services of an interpreter, please contact us.

13 October 2014

Introduction

North Warwickshire Borough Council wants to make the Borough a safer place to live and improve the general quality of life for tenants.

It is important that new tenants adhere to the tenancy conditions. Introductory Tenancies will enable the Council to take early intervention when tenancy conditions are broken hopefully to assist the tenant to maintain their tenancy but in some cases the Council will have to end the tenancy. It is anticipated that the majority of Introductory Tenancies will automatically become a Secure Tenancy after the first 12 months so long as the tenant has not broken the tenancy conditions and the Council has not started proceedings.

Following full consultation with tenants, housing register applicants and the approval of Housing Sub Committee the Introductory Tenancy Scheme came into effect on 13th October 2014.

This guide has been produced to answer some of the questions tenants may have about Introductory Tenancies.

What is an Introductory Tenancy?

An Introductory Tenancy is a trial period (initially for 12 months but can be extended by the Council to a maximum of 18 months in total), if the tenancy is deemed to have been conducted satisfactorily, the tenancy will automatically become a Secure Tenancy. However, if the Council believes that the conduct of a tenancy has been unsatisfactory, it may be terminated by the Council, and possession should be granted by the Court, if the process has been followed correctly.

Introductory tenancies will be granted to all new tenants except where the tenant is an existing Secure or Assured Tenant with the Council or other Social Landlord/Registered Provider, where a Secure Tenancy will be granted.

What are the differences between Introductory and Secure Tenants?

Introductory Tenants have fewer rights than Secure Tenants. The main differences are summarised in the table:

Tenancy Right	Secure Tenancy	Introductory Tenancy
Right to succession	Yes; dependent on circumstances / status of successor	Yes; dependent on circumstances / status of successor
Right to Repair	Yes	Yes
Right to be consulted on Housing Management issues	Yes	Yes
Right to Buy	Yes	No – but the introductory period counts towards the discount
Right to take in lodgers	Yes	No
Right to sub-let part of their home with written permission	Yes	No
Right to improve the property with written permission	Yes	Yes
Right to exchange home with another tenant	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to participate in housing management contract monitoring	Yes	Yes

In all other respects the obligations of the tenant during the trial period will be the same terms and conditions as set out in the Tenancy Agreement and Tenants Handbook.

Will I be able to transfer to another property during the Introductory Tenancy?

An Introductory Tenant will not usually be allowed to apply for re-housing via North Warwickshire Borough Council's Lettings Scheme; however, permission may be granted in exceptional circumstances or where this is necessary because of a court order. If a move takes place within the trial period, the time spent in the original property will count towards the fulfilment of the 12 month trial period in the second property.

What will happen during the 12 month tenancy?

The tenancy will be monitored to ensure that the tenant is complying with the tenancy agreement. If there are any breaches of the tenancy agreement, the Council will let the tenant know, so that they can put them right. Breaches of tenancy conditions will be investigated carefully and if proven and not resolved, the Council will take action to end the tenancy. The Council can take action to end an Introductory Tenancy at any time and if the breach is very serious (for example, drug dealing, using the property for immoral or illegal purposes, committing an assault) the Council may decide to end the Introductory Tenancy without allowing the tenant the opportunity to try and put things right.

If there have been minor tenancy breaches during the trial period and the tenant has made a commitment to improving their behaviour and has demonstrated signs of improvement or there have been no further breaches, the Council may decide to extend the Introductory Tenancy. An Introductory Tenancy can only be extended for 6 months and only once. At the end of the extended period the Council will decide whether to terminate the tenancy or allow it to convert to a full Secure Tenancy.

What are breaches of tenancy conditions?

The Council may decide to end the tenancy if any tenancy conditions are breached for example, (but not limited to):

- **Proven non-occupation** – with supporting evidence that the tenant does not intend to return to the property or has failed to return.
- **Rent arrears** – where the tenant has failed to pay rent regularly or failed to maintain repayment agreements or has failed to co-operate with the Housing Benefit department in making claims for benefit
- **Anti-social behaviour** – where the tenant has engaged in serious anti-social behaviour that threatens the safety and security of the property and neighbours, or where continuing anti-social behaviour will have a detrimental impact on the ability of the Council to let other properties.
- **Failing to engage** – where the tenant has been identified as committing minor breaches of tenancy but has failed to engage with the Tenancy Services Officer, or other support networks offered to improve their behaviour to a satisfactory level.

It is important to keep to the terms of the tenancy agreement

What if the tenant is not causing the breach?

The tenant is not only responsible for their behaviour, but will also be held responsible for breaches caused in the property and locality by:

- Their partner
- Their own children
- Visitors to their home
- Members of their family or
- Any animal kept at their property

How will I know what the Council has decided to do?

The Council will write and let you know if your tenancy will become a Secure Tenancy on the 12 month anniversary date. You will also receive written notification if your tenancy is to be extended or terminated.

Extending an Introductory Tenancy

The Council has the right to extend an Introductory Tenancy by a further 6 months (to a maximum of 18 month), if they are investigating a breach of tenancy or they have started Court action to end the tenancy. To do this, they must serve the tenant with a legal document called a Notice of Extension, before they take action to extend the tenancy.

The Notice of Extension will explain the reason(s) why the Council has decided to extend the Introductory Tenancy. The Notice of Extension will also explain the tenant's right to request a Review of the Council's decision to extend the tenancy.

Ending an Introductory Tenancy

The Council has a duty to ensure that it is acting fairly when dealing with an alleged breach of tenancy. If the Council decides to end an Introductory Tenancy, they will serve the tenant with a Notice of Proceedings for Possession.

The Notice of Proceedings for Possession will explain the reason(s) why the Council is seeking to end the tenancy. It will also give a date (which must not be less than 28 days from the date the Notice was served), after which the Council intends to apply to the County Court for a Possession Order. The Notice of Proceedings for Possession will also explain the tenant's right to request a Review of the Council's decision to end the tenancy, advise the tenant that if they need help or advice about the Notice and what to do about it (i.e. to take it immediately to a Citizen's Advice Bureau, a housing aid centre, a law centre or a solicitor).

Reviewing a decision to end or extend an Introductory Tenancy

If the Council serves a Notice of Extension or Notice of Proceedings for Possession, an Introductory Tenant has the right to ask for a Review of the Council's decision. However, a tenant only has the right to a Review if they tell the Council that they want a Review. To do this, the tenant must complete and return the Review Request

Form and it must be received by the Council within 14 days of the date the Notice of Proceedings for Possession or Notice of Extension was served.

If the tenant's Request for a Review is not received within 14 days of the date of service of the Notice of Proceedings for Possession or Notice of Extension, they will lose the right to a Review and cannot ask for another one.

The Review will be dealt with by written representation unless the tenant informs the Council that they want an oral hearing. The tenant will be notified of the date by which written representations should be made.

The Council will notify the tenant of the date of the review and in the case of a review by way of oral hearing, the time and place of the review. In the case of Notice of Proceedings for Possession notification will be within 5 days of the Council receiving the review request and 10 clear days in the case of a Notice of Extension.

The Review will be undertaken by a Senior Officer who has not been involved in the original decision to serve the Notice.

What happens after the Review?

Extension

If the Reviewing Officer finds in the tenants favour, the Notice of Extension will be withdrawn. The Introductory Tenancy will continue un-extended and will convert to a secure tenancy on the first anniversary date, unless a further Notice of Extension or Notice of Proceeding for Possession is served. However, if the Reviewing Officer finds in favour of the Council, the Introductory Tenancy will be extended for a period of 6 months from the first anniversary date of the tenancy.

Termination

If the Reviewing Officer finds in the tenant's favour, the Notice of Proceedings will be withdrawn. The Introductory Tenancy will continue un-extended and will convert to a Secure Tenancy on the first anniversary, unless a further Notice of Extension or Notice of Proceedings for Possession has been served. However, if the Review Panel finds in favour of the Council, the Council may then request the Court to evict the tenant.

Court Action

If the Council applies to the Court to obtain a possession order against an Introductory Tenant, providing that the Court is satisfied that the Council has properly followed procedures and the tenant has been served with a valid Notice of Proceedings for Possession, the Council should be granted a Possession Order of the tenant's home. When a Possession Order is obtained, the Council will write to the tenant and advise them of the date they will be required to vacate the property.

Where can I get advice?

If you would like further information about your rights and obligations as an Introductory Tenant or if you are having difficulties with your tenancy, you should contact a Tenancy Services Officer. They will be able to provide information and advice about your Introductory Tenancy and provide assistance depending on the nature of the problem. They can also tell you about or refer you to support agencies that may be able to offer further assistance. It is always best to let us know if you are having difficulties as soon as possible so we can take all steps to assist you and avoid you putting your tenancy at risk.

You can contact the Council by:

Telephone: One Stop Shop 01827 715341

Email: housingservices@northwarks.gov.uk

Website at: www.northwarks.gov.uk

In person or by letter:

North Warwickshire Borough Council
The Council House
South Street
Atherstone
CV9 1DE

Comments:

This is our first guide for this Scheme. We welcome comments about how helpful this guide has been in explaining this Scheme to tenants.

Glossary of terms

Adjournment	The act of putting off, to suspend proceedings to another time or another day.
Court Order	An Order issued by a Court that requires a person to do or not to do a specific act or acts.
Extending Introductory Tenancies	The duration of an Introductory Tenancy may be increased by 6 months in cases where there are continuing doubts about the conduct of a tenant; or in cases of anti-social or nuisance behaviour.
First Anniversary Date	The date which is 12 calendar months from the start date of the Introductory Tenancy.
Introductory Tenancies	A type of probationary tenancy offered to all new tenants by local authorities operating this Scheme. This trial period usually lasts for 12 months, before the tenant becomes secure.
Introductory Tenants	A new tenant who has been granted a tenancy by a local authority, who operates an Introductory Tenancy Scheme.
Notice of Extension	A Notice that allows the Council to extend an Introductory Tenancy by a further 6 months.
Notice of Proceedings for Possession	A Notice served by the Council to end an Introductory Tenancy. The Notice states how the Council alleges the tenant has failed to comply with the terms of their tenancy and will give a date before, which Court action will not be started. The Notice lasts a year from when it is served, and Court action can be started at any time within that year.
Possession Order	A legal document from Court, informing the tenant that the Introductory Tenant must leave their home on a specific date.
Tenancy Services Officer	An Officer in the Housing Division who is responsible for managing the tenancy including rent collection and anti social behaviour.
Reviewing Officer	A Senior Officer in the Housing Division who will carry out a Review of the Council's decision to end or extend an Introductory Tenancy. The Reviewing Officer will have not been originally involved in the decision to evict the tenant.
Review Request Form	A form which the tenant has the right to Request a Review of the Council's decision to end or extend their Introductory Tenancy.
Secure Tenant	A tenant who has been granted a Secure Tenancy by a Local Authority.
Tenancy Agreement	A legal signed housing contract, explaining what the Council expects from the tenant and what the tenant can expect from the Council, as a landlord.
Tenancy Conditions	The Conditions of Tenancy is a set rules that all tenants in Council homes agree to live by and follow and set out the obligations of the Council.