

Introductory Tenancies

Your Questions Answered

This leaflet answers a number of questions about your rights and responsibilities as an Introductory tenant. Please see the Tenancy policy and your tenancy agreement for full details.



Introduction

We aim to provide good-quality, affordable and well-managed homes that meet the needs of our tenants.

We can only do this if our tenants pay their rent on time, keep to the terms of their tenancy agreement and treats their neighbours and others living locally, in the same way, as they would like to be treated. So we use introductory tenancies. They are a great way to make sure we are doing everything we can to encourage people to behave responsibly and to make sure the tenant has all the help and support they need.

What is an introductory tenancy?

Solihull Council decided to introduce introductory tenancies from 7 April 2014 because we want to make sure all new tenants behave responsibly, pay their rent on time and do not cause a nuisance.

An introductory tenancy usually lasts for 12 months. During that year we regularly meet with the tenant to review how things are going. If there are any problems we can work together to try and put things right. If we can't, or the tenant does not attend review meetings, it is easier for us to end the tenancy. During this time tenants are effectively on probation.

If there are no problems during the trial period, the tenancy will automatically become a secure tenancy (which may be for a fixed-term) 12 months after the tenancy started.

Introductory tenants have fewer rights than secure tenants and can be evicted more easily. Your tenancy agreement will tell you if you are an introductory tenant or a secure tenant.

At the end of the introductory period, if there are no problems, the tenancy will automatically become a secure tenancy (which may be for a fixed-term).

What is a secure tenancy?

A tenancy where the landlord is a local authority is normally a secure tenancy. A secure tenancy can only be ended by a landlord obtaining a possession order from court and has additional statutory rights, such as the right to take in a lodger or sub-let, make improvements and the right to buy.

From the coming into force of the Localism Act 2011 a secure tenancy can be for a fixed period of time (usually between 2 and 5 years). Your tenancy agreement will tell you if you will be a secure tenant for a fixed-term after the introductory tenancy.

Do I have to accept an introductory tenancy?

Yes. If a local authority operates an introductory tenancy scheme it must grant introductory tenancies to *all* new tenants. An authority has no power to offer introductory tenancies to some people but not others.

The exception is where a new tenancy is granted to someone who was already a secure tenant or an assured tenant of a Registered Provider of Social Housing (such as Solihull Community Housing) of the same or another property, typically after a mutual exchange. In such a case he or she will not become an introductory tenant.

What rights do I have?

Your rights are very similar to those of secure tenants, but there are some differences.

Legal rights	Secure tenant	Introductory Tenant
Right to stay in your home	Yes	Yes
Right to exchange	Yes*	No **
Right of succession	Yes	Yes
Right to take in lodgers	Yes*	No**
Right to sub-let part of your home	Yes*	No**
Right to assign	Yes*	No
Right to repair	Yes	Yes
Right to make improvements	Yes*	No**
Right to be consulted	Yes	Yes
Right to information about how we manage your home	Yes	Yes
Right to manage	Yes	No
Right of access to personal information	Yes	Yes

* Only with our written permission

** There is discretion to allow this in exceptional circumstances

Please read your copy of your introductory tenancy agreement to make sure you understand all your rights and responsibilities as an introductory tenant.

What if I am a joint tenant and the other tenant dies or leaves?

When a joint tenant dies the other tenant becomes the tenant not by succession but by 'survivorship' (i.e. he or she was already a joint tenant and becomes a sole tenant simply by having survived the other joint tenant). This is not a succession (see below) but the surviving sole tenant is treated as a successor.

Survivorship does not create a new tenancy. The sole tenant would only have the benefit of the remainder of the introductory tenancy.

What is succession?

Succession means one person becoming entitled to something after another person's entitlement ends, for example inheriting the property of someone who dies. A tenancy is property that can be inherited. However, the Housing Act 1985 provides that a person can succeed to a tenancy with security of tenure if certain conditions are met.

From 7 April 2014 only the spouse or civil partner (or a person living with the tenant as their spouse or civil partner) is eligible to succeed a secure tenant. However, there is discretion to allow others, such as family members or carers, to succeed if they were living with the tenant at the time of his or her death.

What are my responsibilities as an introductory tenant?

Your responsibilities as an introductory tenant are set out in your tenancy agreement. In general you must:

- Not cause a nuisance to people living locally or allow others living with you or visiting your home to cause a nuisance, for any reason;
- Pay your rent regularly and on time;
- Not harass any of our employees or anyone acting on our behalf;
- Carry out repairs which are your responsibility and allow our employees or agents access to your home if we need to (e.g. to inspect your home or to carry out repairs);
- Give us four-weeks notice in writing if you want to end your tenancy; and,
- Occupy your home as your only or main residence.

Can I apply for a transfer or a mutual exchange?

Introductory tenants can apply for a transfer but we would not usually agree to a mutual exchange. However, we may consider a mutual exchange in exceptional cases, such as racial or other harassment, domestic violence or medical reasons. To discuss your needs contact your tenancy officer.

What if I have problems with my tenancy?

Most people will pass smoothly from their introductory tenancy to a secure tenancy after 12 months. However, we will act quickly against anyone who breaks his or her tenancy agreement. We will always investigate first to see if things can be sorted out, but if the problem is serious, or if the tenant won't co-operate with our efforts to find a solution, we will take legal action to evict them straight away.

If you have broken any of the tenancy conditions, then as an alternative to taking legal action we may consider extending the introductory tenancy for a further six months. We will give you a notice of extension, which will tell you the reasons, why we are extending the tenancy.

You can ask us to review this decision, and must do so within 14 days of us giving you the notice. Details of the review process are set out in the section 'What does a review involve?'

The other option available to us is to end your tenancy. This might happen if, for example, you fail to pay your rent on time; or you or your visitors cause nuisance or annoyance to anyone living in the area around your home.

To end your tenancy, we will give you a notice telling you that we will be asking the court for a possession order. If you receive a notice, contact your tenancy officer to discuss the situation and to see if you can put things right.

I have received a Notice to end my tenancy, what should I do?

If you receive a notice, it means that we are going to get a possession order from the court and you could be evicted.

As an introductory tenant, you have the right to ask us to review our decision to get a possession order. We will attach a form to the notice so you can ask us to review it. We must receive your written request for a review within 14 days of the date we served the notice or we will apply to court for a possession order.

If you ask for a review we will send you a copy of the review procedures.

The reviewing officer has the power to cancel the notice if they think there was something wrong with how we dealt with your case or believes you will keep to the tenancy agreement in future.

If you are successful on review it is likely we will offer you a secure tenancy with a fixed-term of 2 years. This is so we can monitor how you are doing and make sure you have all the support you need.

What does a review involve?

The review will be carried out by an independent person who was not involved in the decision to apply to court for a possession order.

The reviewing officer will make a decision based on any statement you make, or the evidence you present and the information the decision to apply for a possession order was based on.

You do not have to go to the review. However, you may want to ask for a hearing. If you ask for a hearing you can represent yourself or ask someone to speak on your behalf (they don't have to be legally qualified).

You will be told the reviewing officers decision, in writing, before any application is made to court for a possession order.

If the reviewing officer makes a decision in your favour, your tenancy will continue. If, however, the reviewing officer decides that asking court for a possession order was appropriate, we will then make an application to court. We will tell you where you can get independent advice.

If we did take action against you, help is available from a citizen's advice bureau, advice centre or a solicitor.

We are here to help you.

This leaflet tells you what happens if there are problems with your introductory tenancy. This is to show you that we are serious about collecting rent and protecting people from anti-social behaviour.

As an introductory tenant you will get as much help as a secure tenant. If you experience anti-social behaviour or have any other problems during your probationary period we'll help you in exactly the same way as we would help a secure tenant.

If you have any questions about your tenancy please contact your Tenancy Officer. They are here to help you.