**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. A local authority has no power to offer Introductory tenancies to some people but not to 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 or other local authority. In this case, you will remain a Secure tenant.

**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); and,

· Occupy your home as your only or main residence.

**What rights do I have?**

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

|  |  |  |
| --- | --- | --- |
| **LEGAL RIGHT** | **SECURE** | **INTRODUCTORY TENANTS** |
| Right to succession of spouse family member. This includes same sex partners | Y | Y |
| Right to repair | Y | Y |
| Right to be consulted on housing management issues | Y | Y |
| Right to assign | Y | N (except in exceptional circumstances) |
| Right to buy | Y | N but the IT period counts towards the discount |
| Right to take in lodgers | Y | N |
| Right to sub-let | Y | N |
| Right to improve | Y | N |
| Right to exchange | Y | N |
| Right to vote prior to transfer of new landlord | Y | N |
| Right to be consulted on decision to delegate housing management | Y | Y |
| Right to participate in housing management contract monitoring | Y | Y |

While there is no automatic right to those listed below, we may in exceptional circumstances, consider an application from tenants to: -

• improve their property;

• exchange their home;

• transfer to another council property and;

• to take in lodgers

Applications must be made in the same way as for Secure tenants (for example the completion of a transfer form) and will normally be treated in line with existing policies for Secure tenancies. For example, transfer requests may not be authorised when the tenant’s rent account is in arrears.

**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?**

In general, this means that if you die whilst your tenancy is an Introductory tenancy, your tenancy will pass to your husband, wife or civil partner if he/she occupied the property as his/her only or principal home at the time of your death. If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout 12 months immediately before your death. If a joint tenant dies the tenancy will pass to the other joint tenant and will count as a succession.

**Can I apply for a transfer or 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 Neighbourhood 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 their 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.

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. The 14 day period starts with the day on which the notice is served. 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.

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 you introductory tenancy will continue and convert to a secure tenancy at the specified date, assuming there are no breaches of your tenancy agreement.

**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 Review officer’s decision, in writing, before any application is made to court for a possession order. If the Review officer makes a decision in your favour, your tenancy will continue. If, however, the Review 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, a housing aid centre, a law centre or a solicitor.