Appendix 1

Questions and Answers

What is the difference between an introductory tenancy and a secure tenancy?

An introductory council tenancy gives you many of the same rights as a secure council tenancy, but you can be evicted more easily. In addition, introductory tenants cannot:

- exchange their tenancy with any other tenant;
- transfer the tenancy, unless they are ordered to by a court or in other very rare circumstances;
- exercise the right to buy (however, the period of introductory tenancy may count towards the right to buy);
- take in lodgers or sublet all or part of the property;
- make improvements to the property; or
- make a claim for Compensation for Improvements made to property.

What are my rights as an introductory tenant?

As an introductory tenant you have the right to be:

- told about introductory tenancies and our duties to repair your home;
- consulted on housing matters and kept up to date about any changes that affect introductory tenancies;
- involved in decisions relating to your home and community.

What are my obligations as an introductory tenant?

As an introductory tenant you must:

- pay the weekly rent;
- keep the property clean and decorated;
- respect the neighbours and not cause a nuisance;
- make sure that anyone living at or visiting the property does not cause a nuisance;
- keep the garden in a neat and tidy condition;
- allow our staff into the property to carry out inspections and repairs; and
- give us four weeks notice to end the introductory tenancy.

What happens if an introductory tenant breaches the tenancy agreement?

If a tenant under an introductory tenancy breaches any of the conditions of their tenancy agreement, the tenancy might be ended or extended for a further six months. Examples where we could extend or end an introductory tenancy are:

- the tenant failing to pay the weekly rent, or consistently paying their rent late;
- the tenant causing or allowing visitors to cause a nuisance or annoyance to neighbours in the locality;
- the tenant moving out and renting the home to someone else.
One of our Housing Officers will firstly visit the tenant to discuss the matter and try to sort out any difficulties. If, however, the tenant has broken any conditions of the tenancy agreement, a Notice of Proceedings for Possession may be issued which will tell the tenant that we will be requesting an immediate possession order.

(The Council does not have to prove a legal reason in court for seeking possession but we have to follow the correct procedure. In this respect, it is important to note that this procedure provides the tenant with a statutory right to request a review to the council's decision to seek possession. A form to ask for a review will be included with the Notice of Proceedings for Possession.)

**When will I become a secure tenant?**

It is possible to become a secure tenant 12 months from the date your tenancy started or from the date you moved in - whichever is later. You will normally become a secure tenant automatically after the first year has passed as long as we have not:

- started action to evict you during the 12 month period; or
- decided to extend your introductory tenancy for a further six months (which we may elect to do.)

If you have spent time as an introductory tenant in another property before your current tenancy started, the time you spent there should count towards the 12 months. For example, if you lived in your previous home for six months, you should only have to spend six months as an introductory tenant in your new home.

If you lived there for more than a year, you should be given a secure tenancy straight away. The same applies if you had a starter tenancy with a housing association immediately before you got your council tenancy.

If you have a joint tenancy, the trial period ends as soon as one of the joint tenants has completed the trial period.