

## Introductory Tenancies

### What is an Introductory Tenancy?

An Introductory Tenancy is a temporary tenancy which lasts for 12 months. During this time you will be effectively on probation.

If you conduct your tenancy in a satisfactory way within this period, then you will become a secure tenant.

If you do break any of the terms set out in your tenancy agreement, you can be evicted more quickly and easily, or we can extend the probationary period for another 6 months.

### Why have Introductory Tenancies in North Kesteven?

The Council is committed to tackling anti-social behaviour. We are using introductory tenancies to help us make sure that our estates are safe and pleasant places to live. By using introductory tenancies, it makes it easier for us to evict new tenants whose behaviour is anti-social and affects the quality of life of other residents living in the same community.

### Rights and responsibilities

*As an introductory tenant you have the same responsibilities as a secure tenant but you do not have the same rights.*

As an introductory tenant you **MUST**:

- Pay your rent;
- Keep your home and garden clean and tidy;
- Respect your neighbours and not cause, or allow, a nuisance to be caused.
- Keep to the terms of the tenancy agreement.

As an introductory tenant you **CANNOT**:

- Exchange your home;
- Take in lodgers;
- Sub-let any part of your home;
- Buy your council home;
- Carry out improvements to your home.

## **Review of your tenancy**

During the trial period your Housing Officer will visit you to make sure everything is going OK. You will be visited soon after your tenancy starts, and then again after six months to carry out a review of your tenancy.

The aims of the visits are to offer you support, advice and guidance on how to manage your tenancy and discuss any problems you may have. We will also want to make sure that you have not broken the terms of your tenancy agreement.

If your introductory tenancy is extended your Housing Officer will make further visits to you to make sure everything is okay.

Your tenancy rights will remain restricted as described in the earlier section entitled 'Rights and Responsibilities' during the extension.

## **If there are problems**

If you break the terms of your tenancy agreement your Housing Officer will tell you what you need to do to sort it out.

If you fail to keep to any agreement you will be served with a Notice, which informs you that we are going to go to court to evict you, or that we intend to extend your introductory period for a further 6 months.

## **Notice and Right to Review**

If you are served with a Notice, you have 14 days from the day it is served to appeal against the decision to end (or extend) your introductory tenancy. If you want to appeal, you must write or speak to your Housing Officer within 14 days.

If you do appeal we will set up a review hearing for you to put your case. We will give you at least 5 days notice where we want to end your tenancy or 10 days if we wish to extend your introductory tenancy of where and when your review hearing will be held.

If you do not appeal within 14 days, we will continue the action to end (or extend) your tenancy.

## **Review Hearing**

A Review Board hearing is a meeting with a housing manager, who has not been involved in the decision to evict you or extend your tenancy, who will look at all the evidence of how you have conducted your tenancy. The manager will consider whether you have broken your tenancy agreement.

You can either attend in person, or appeal in writing if you do not want to attend. You should think about the reasons you feel that your tenancy should not be ended (or should not be extended).

You can bring someone with you to support you or speak on your behalf.

### **Review Board decision**

You will be told about the Council's decision in writing within five days of the hearing. If the Council decides you have broken your tenancy agreement, and your tenancy should be extended, you will remain an introductory tenant for a further 6 months.

If the Council decides you have broken your tenancy agreement and your tenancy should be ended, the council will apply to the court to end your tenancy.

As long as we have followed these procedures the court **WILL** end your tenancy.

This means that you will lose your home and you are likely to be found intentionally homeless.

### **Information and Advice**

If you need any further information do contact us.

You can also get your own advice from a solicitor or housing advice centre.