



UTTLESFORD DISTRICT COUNCIL

INTRODUCTORY TENANCIES AND CONDITIONS

INTRODUCTION

The Council has elected to operate an Introductory Tenancy Scheme for all first time tenants. This is a 12 month probationary tenancy after which time tenants may become a secure tenant, provided they meet the conditions of their Introductory tenancy.

Introductory Tenancies are intended to help Council's deal more effectively with any new tenant who may break their conditions of Tenancy. If a tenant under an Introductory Tenancy breaches any of the conditions then they may be evicted.

WHAT IS THE DIFFERENCE BETWEEN AN INTRODUCTORY TENANCY AND A SECURE TENANCY?

An Introductory 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 such as marital or family disputes.
- Exercise the Right to Buy (however, the period of an 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 without the Council's permission

WHAT ARE MY RIGHTS AS AN INTRODUCTORY TENANT?

As an Introductory Tenant you have the right to be:

Item4 –conditions
of tenancy
Introductory

- Told about Introductory Tenancies and the Council's duties to repair which are as follows:
 - a. The Council will repair and maintain:
 - i) The structure exterior and common parts of the property.
 - ii) The installations for the supply of gas electricity and water
 - iii) Our installations for space and water heating
 - iv) Our installations for the disposal of water and sewerage
 - b. We will carry out the repairs for which we are responsible within a reasonable period of time from the time we become aware that such repairs are needed.
 - c. We will decorate the exterior of the property and any communal parts when it reasonably necessary to do so.
 - d. We will maintain in reasonable order all communal areas
- Consulted on housing matters and kept up to date about my changes that affect Introductory Tenancies
- Right to succeed
- Right to assign

WHAT ARE MY OBLIGATIONS AS AN INTRODUCTORY TENANT?

Your obligations as an Introductory Tenant are the same as those of a Secure Tenant which are fully explained in the Tenancy agreement. For example:

- You must pay your rent and any other charges promptly when due. The rent is due in advance on Monday in each week, your first payment being due on the day your tenancy begins. Details of how the rent may be paid will be discussed at the signing up of the tenancy.
- You must report repairs without delay if they are the Council's responsibility
- You must occupy the property as your only or principal home throughout the duration of the tenancy.
- You must keep the garden tidy and in a reasonable order.

Item4 –conditions
of tenancy
Introductory

- You must not behave in a way which causes or is likely to cause a nuisance or annoyance to neighbours or people visiting the locality. You are also responsible for ensuring that anyone living with or visiting you does not behave in such a manner.
- You must give four weeks notice in writing to end the tenancy.

THE COUNCIL'S RIGHT TO EXTEND AN INTRODUCTORY TENANCY

If the Council considers it reasonable to do so in the light of the way that you are conducting your Tenancy, following the serving of the Notice of Extension the Introductory Tenancy period may be extended by a further 6 months. The Notice of Extension will give you the right to request a review of the decision to extend the trial period. This will need to be done in writing within 14 days of the Notice of Extension being served.

The review will be carried out by a senior officer not involved in the original decision. Details of that process will be given if the situation arises.

WHAT HAPPENS IF AN INTRODUCTORY TENANT BREACHES THEIR TENANCY AGREEMENT?

If you break any of your tenancy conditions, for example, if you fail to pay your weekly rent or cause a nuisance or annoyance to people living near you, the Council may wish to end your tenancy. Before the Council takes such action we will:

Send you two letters formally warning you of the action, giving you the opportunity to resolve any breaches of tenancy conditions. Hopefully, you would be able to come to an arrangement with the Housing Department to prevent a Notice being served. If you do this, the Council will take no further action.

If we do decide to end your tenancy we will serve you with a Notice of Proceedings for Possession and then ask the County Court for a possession order to evict you.

You have the legal right to ask for a review of the Council's decision to evict you.

The Council must receive your written request for a review within 14 days of the date the Notice was served on you. If you do not request a review within 14 days you lose your right to review and cannot ask for another one.

THE REVIEW PROCESS

Item4 –conditions
of tenancy
Introductory

The review will be carried out by a Senior Officer who was not involved in the original decision to serve the Notice of Proceedings for Possession. The review will consider any information that you give to them and any information provided by the Housing Officer.

The review will check that all the correct procedures have been followed.

If the review finds in your favour the Notice will be withdrawn and your Introductory Tenancy will continue. The Council can serve a new Notice on you if the problem happens again.

If the review finds in favour of the Council, a Possession Order will then be obtained from the County Court and you will be notified of your eviction date.

You will be advised in writing of the decision of the review.

WHEN WILL I BECOME A SECURE TENANT?

If there are no problems during the 12 month trial period, your Introductory Tenancy will convert to a Secure Tenancy. There will be no need to sign a new Tenancy Agreement.

WHERE CAN I GET ADVICE?

Your Housing Officer will be able to advise you in detail about your rights and obligations as an Introductory Tenant.

You can also contact a housing solicitor, Citizens' Advice Bureau, Law Centre or seek advice from Shelter Tel.

WHAT IF I HAVE A COMPLAINT?

If you think the Council isn't treating you fairly or has failed to fulfil its responsibilities, you can complain using the Council's official complaints procedure.