

Mid Devon District Council

Introductory Tenancy Policy

Policy Number: HSG v2.3

September 2016

DRAFT

Version Control Sheet

Title: Introductory Tenancy Policy

Purpose: To review the Introductory Tenancy Policy in accordance with good practice and relevant legislative requirements.

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Date: **September 2016**

Version Number: v2.3

Status: Review of policy

Review Frequency: **Every 4 years or sooner if required and in accordance with good practice and changes in legislation**

Next review date: **When the new provisions within the Housing & Planning Act 2016 come into effect**

Consultation **This document was sent out for consultation to the following:**

Cabinet Member

Staff

Tenants Together

Management Team

Decent & Affordable Homes PDG

Document History

This document obtained the following approvals.

Title	Date	Version Approved
Cabinet Member	1.7.16	
Tenants Together	11.8.16	
Management Team		
Decent & Affordable Homes PDG		
Cabinet		

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC), Housing Service's approach to achieving sustainable tenancies by providing support and guidance to introductory tenants throughout the settling in period of their tenancy.

2. Scope

This policy explains the reasons for using introductory tenancies, tenants' rights and responsibilities and the action taken by the Council for breaches of the tenancy which have not been remedied. This policy covers the following points and should be read in conjunction with the related documents as stated below:-

- Introductory tenancies
- Rights and responsibilities
- Conducting the tenancy
- Extending the tenancy
- Ending the tenancy

3. Related Documents

- a. Tenancy Agreement
- b. Tenancy Policy
- c. Tenancy Changes Policy
- d. Improvements to Council Properties Policy
- e. Anti-social Behaviour (ASB) Policy and Procedures

4. Definitions

The following definitions apply to this policy:

- **An Introductory Tenancy** is a twelve month probationary tenancy, which offers tenants limited rights.
- **A Secure Tenancy** is granted to some tenants automatically after twelve months of being on an introductory tenancy, provided they have met the conditions of their tenancy agreement. Secure tenants have more tenancy rights.
- **A Flexible Tenancy** is a form of secure tenancy which lasts for a fixed term. It will be granted to most tenants after twelve months following an introductory tenancy. Tenants with a flexible tenancy will mostly have similar rights as other secure tenants.

5. Introductory tenancies

5.1 The Council will use introductory tenancies as part of a range of methods to help new tenants sustain their tenancies.

5.2 The purpose of using introductory tenancies is to:

- Provide a fair and open system, setting clear guidelines in relation to the expected behaviour of new tenants;

- Enable the Council to deal effectively with breaches of the tenancy agreement at an early stage;
- Help sustain new tenancies where they are failing;
- Encourage regular payment of rent;
- Reduce ASB and nuisance.

5.3 New tenants to the Council will be signed up as introductory tenants except where they have an existing secure or flexible tenancy. If a tenant is already an introductory tenant with a Council, or a starter tenant (in the case of Housing Association tenants), and transfers, they will continue to be introductory until they complete the 12 month probationary period (or 18 months if extended).

5.4 An introductory tenancy enables the Council to closely monitor the probationary period of the tenancy. If the tenant complies with the conditions of the tenancy agreement, they will automatically become either a secure or flexible tenant after 12 months. If during the probationary period the Council can demonstrate that conduct has been unsatisfactory, the tenancy can be extended or terminated.

5.5 Introductory tenancies are designed to make it easier for landlords to recover possession of a property if the tenant commits a serious breach of their tenancy agreement.

5.6 The Council may extend the introductory tenancy for a further 6 months before making it secure or flexible or terminating the tenancy. This allows the tenant a further opportunity to modify their behaviour and to remedy any specific breach of tenancy conditions.

5.7 As a last resort, the Council may terminate the tenancy by serving notice on the tenant and applying for a Possession Order from the Court.

6. Rights and responsibilities

6.1 Introductory tenants have the same responsibilities as a secure or flexible tenant but they do not have the same rights.

6.2 An Introductory tenant must not:

- Mutual exchange;
- Take in lodgers;
- Sub-let any part of their home;
- Carry out improvements to their home;
- Apply to purchase their home under the Right to Buy Scheme.

- 6.3** An introductory tenancy can only be assigned where it is:
- An assignment to a person who would be qualified to succeed in the event of the death of the introductory tenant; or
 - An assignment as a result of a property adjustment order in connection with matrimonial, or civil partnership proceedings, or overseas divorce, or dissolution of a civil partnership, or an order for financial relief against parents.
- 6.4** An Introductory tenant has the right of succession and of repair.
- 6.5** The terms and conditions of the tenancy are explained to all new tenants. Introductory tenants do not have the same legal protection in a County Court as other tenure types and Officers will make sure that tenants are made aware of this at sign up and the Council's expectations from the tenant.
- 6.6** At sign up, tenants are shown a DVD about their rights and responsibilities as a new tenant. A copy of this DVD is available to view on our website. They will also be given a sign up pack which includes a copy of the Tenant Handbook and Repairs Handbook which provide guidance and useful information about their tenancy.
- 7. Conducting the tenancy**
- 7.1** The Council will ensure, where possible, that tenants have the capacity to sustain their tenancy. It is important for us to consider any vulnerability when signing up tenants for a new tenancy. Every effort is made to identify any support needs in order to ensure, where possible, help is available during the course of a tenancy.
- 7.2** Tenants will be expected to abide by their tenancy agreement and the policies set out by the Council during their tenancy.
- 7.3** Neighbourhood Officers will undertake a post-sign up visit as soon as possible after tenants sign for their tenancy. This ensures that the tenant understands their responsibilities and that they are given the necessary support and advice for them to manage their tenancy.
- 7.4** If during the probationary period, there is a cause for concern Neighbourhood Officers will approach the tenant in an attempt to remedy any issues highlighted. They will work with the tenant and other agencies (if applicable) to try to resolve any breaches. However, if they are not resolved, or are of a serious nature for example non-payment of rent, anti-social behaviour or other serious breaches, the Council can either extend or terminate the tenancy.
- 7.5** Each case will be decided on its own merits and circumstances and this policy will be applied accordingly.

8. Extending the tenancy

- 8.1** Neighbourhood Officers may choose to extend the probationary period of an introductory tenancy for a further 6 months. This will be in cases where there is sufficient evidence for concern, but where it would not warrant possession proceedings being taken against the tenant. This may be where the breach of tenancy is of a relatively minor nature.
- 8.2** A tenant will be served notice of the decision to extend an introductory tenancy within the 12 month probationary period. The notice can be served up to 8 weeks before the end of the 12 month probationary period.
- 8.3** If a decision is made to serve notice to extend the tenancy the Council will set out the reasons for the decision. The tenant will then have an opportunity to request an internal review of that decision by a senior officer who has not previously been involved in the case. Clear written guidance will be provided to the tenant outlining the process.
- 8.4** The tenant must inform the Council of their intention to seek an internal review within 14 days of the notice being served. If the tenant requests a review of the decision to extend the introductory tenancy they will be given 10 days' written notice of the review date.
- 8.5** Authorisation is given to Heads of Services, Service Managers and Managers of the Housing Service including Team Leaders to carry out reviews.
- 8.6** If the tenancy is extended, at the end of the 18 month trial period, the introductory tenancy will automatically become either a flexible or secure tenancy. However, where breaches are not remedied or a further breach occurs, the Council may decide to commence with possession proceedings.

9. Ending the tenancy

- 9.1** In cases where there is sufficient evidence to warrant commencing action by serving notice on the tenant, a Notice of Possession Proceedings will be issued. This Notice can be served, where appropriate, at any time during the course of the introductory tenancy. Court action can only be taken to end an introductory tenancy if the case is started in the Courts by the issue of proceedings before the end of the introductory term. The tenancy will carry on as an introductory tenancy until the Court case is determined.
- 9.2** If a decision is made to end the tenancy, the Council will set out the reasons for the decision. The tenant will then have an opportunity to request an internal review of that decision by a senior officer who has not previously been involved in the case. Clear written guidance will be provided to the tenant outlining the process.
- 9.3** Requests for a review of the decision to end an introductory tenancy do not need to be made in writing so tenants can make a phone call to appeal the

decision. The tenant must inform the Council of their intention to seek an internal review within 14 days of the Notice being served.

- 9.4** If the tenant requests a review of the decision to end the tenancy, they will be given 5 clear days' notice of the review date.
- 9.5** Authorisation is given to Heads of Services, Service Managers and Managers of the Housing Service including Team Leaders to carry out reviews.
- 9.6** Eviction will be pursued if this is felt to be the most appropriate action by the review panel. Where the panel does not uphold eviction proceedings, Neighbourhood Officers will need to discuss the way forward with the tenant about maintaining their tenancy in a satisfactory manner.
- 9.7** The tenant will be given every opportunity to remedy any breach of the tenancy prior to the service of notice and subsequent eviction proceedings.

10. Service standards

- 10.1** We are committed to the principles of openness and transparency and for this reason we will ensure that this policy is well-publicised. If there are any operational matters which impact upon our ability to operate this policy, we will ensure that information about this is given to tenants and other stakeholders.

11. References

- Introductory Tenants (Review) Regulations 1997

12. Equality and Diversity

- 12.1** The Housing Service tailors its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote opportunity of equality.

13. Review

- 13.1** This Policy has been written in line with current relevant legislation. The policy will be reviewed and revised to reflect any legislative requirements and/or other guidance or good practice. The next review of this Policy is due when the new provisions of the Housing and Planning Act 2016 are expected to be implemented.