

Landlord Services Introductory Tenancy Policy

Final Version

Document Control

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1. Definitions

<p>Introductory Tenancy</p>	<p>An introductory tenancy is a trial tenancy which allows the council to decide if you are a suitable tenant. The trial period lasts for 12 months from tenancy start date. The council can extend an introductory tenancy for a further 6 months if they have concerns over tenancy sustainability.</p> <p>To evict an introductory tenant, the council won't have to prove a breach to tenancy at court (i.e. rent arrears, antisocial behaviour), as the court is obliged to award mandatory possession of an introductory tenancy as long as the Landlord has followed the correct legal process.</p>
<p>Secure Tenancy</p>	<p>A secure tenancy is a lifetime tenancy, as long as the tenant does not break the conditions of tenancy. Most council tenants are secure tenants.</p> <p>Secure tenants have more rights than introductory tenants (please see table in section 4). They are also more difficult to evict, as unlike introductory tenants, the grounds for possession have to be proven by the Landlord in order for the court to consider awarding possession.</p>
<p>Notice of Extension (NOE)</p>	<p>A written notice served by the Landlord upon the introductory tenant, if they plan to extend the introductory trial period by a further 6 months. The notice of extension must include:</p> <ol style="list-style-type: none"> 1. The Landlord's reasons for the extension. 2. Information regarding the tenants right to review of the decision. 3. A statement informing the tenant that a review must be sought within 14 days of the NOE being served.
<p>Notice of Possession Proceedings (NOPP)</p>	<p>A written notice served by the Landlord upon the introductory tenant, advising of the Landlords intent to seek possession of the property. This notice must set out:</p> <ol style="list-style-type: none"> 1. The earliest date for court action. 2. The Landlord's reasons/ grounds for eviction. 3. The tenants right to review of the decision. 4. A statement informing tenant that a review must be sought within 14 days of the NOE being served. <p>Notice periods have been changed temporarily during the COVID-19 pandemic. The amount of notice given is dependent upon when the notice is served. Please check current Government guidance prior to serving a notice.</p>
<p>Mandatory Grounds for Possession</p>	<p>The court must grant an outright possession order at a court hearing if the council has followed the correct process.</p>

	The court should not make a possession order if: <ol style="list-style-type: none"> 1. The notice is invalid. 2. The tenancy became a secure tenancy before court action started.
LSM	Landlord Services Manager
LSO	Landlord Services Officer

2. Introduction

As per section 24 of the Housing Act 1996, LBBDD has chosen to operate the Introductory Tenancy Scheme, therefore, in general, all new tenancies granted by Landlord Services will automatically begin as an introductory tenancy for the first 12 months, with the potential to extend this trial period by an additional six months.

Introductory tenancies do not have the protection as a secure tenancy and can be terminated on the mandatory ground under s.127 Housing Act 1996 at any time, subject to service of notice, and the tenant's right to review.

Therefore, they allow Landlord Services to initiate prompt possession proceedings to deal with tenancy breaches and reinforce a strong message that the terms of the tenancy agreement must be adhered to from the offset.

Landlord Services will use introductory tenancies as part of a range of methods to help new tenants sustain their tenancies by developing acceptable behaviour that characterises a model tenant.

3. Purpose

Introductory tenancies enable the Council to monitor the introductory trial period of the tenancy to ascertain the suitability of a tenant to proceed to become a secure tenant.

They also enable Landlord Services to:

- 3.1. Establish clear messages and standards for new and potential tenants that indicate our commitment to tackling anti-social behaviour, and effectively managing LBBDDs housing stock by taking early action against any serious breach to tenancy conditions.
- 3.2. Establish tenancies that are sustainable in the long term and contribute to stable communities.
- 3.3. Improve the rent collection performance on new tenancies by encouraging regular payment of rent, preferably via direct debit.
- 3.4. Encourage new tenants to learn what is required of them to be good tenants.
- 3.5. Reduce ASB and nuisance behaviour among new tenants, by creating a platform for early Landlord intervention.
- 3.6. Prohibit alterations to LBBDD property during this probationary tenancy.

The purpose of this policy is to outline the management options and action that Landlord Services can take against introductory tenancies, which include:

- 3.7. Reviewing and rewarding model introductory tenants with security of tenure,
- 3.8. Extending the introductory period by up to 6 months if there are causes for concern, and therefore not providing security of tenure,
- 3.9. Or seeking possession upon the mandatory basis at any time before the end of the introductory trial period or extended introductory trial period.

4. The Rights of an Introductory Tenant

An introductory tenant is afforded most of the rights held by secure tenants. However, there are important differences between a secure tenancy and an introductory tenancy, as set out in the table below:

	Statutory Right	Introductory Tenancy Right	Secure Tenancy Right
1	Right to succession by partner/ spouse or family member	Yes	Yes
2	Right to repair	Yes	Yes
3	Right to assign tenancy*	Yes	Yes
4	Right to buy	No, however the period spent as an introductory tenancy could count towards the RTB discount.	Yes
5	Right to take in lodgers	No	Yes
6	Right to sub-let	No	Yes, only with prior permission.
7	Right to improve	No	Yes
8	Right to mutual exchange	No	Yes
9	Right to be consulted on housing management issues	Yes	Yes
10	Right to participate in housing management contact monitoring (TMO's)	Yes	Yes
11	Right to be consulted on decisions to delegate housing management	Yes	Yes

* NB this does not include assignment under mutual exchange.

5. Extending an Introductory Tenancy

- 5.1. As the landlord, LBBD can extend an introductory tenancy, in accordance with the Introductory Tenancies (Review of Decisions to Extend a Trial Period) (England) Regulations 2006, by six months by serving a Notice of Extension (NOE) upon the tenant eight weeks before the end of the introductory tenancy.

- 5.2. The NOE must set out the reasons LBBB has chosen to extend the introductory tenancy, such as rent arrears or nuisance/ anti-social behaviour.
- 5.3. The NOE must also inform the tenant of the right to appeal the decision to extend.

6. Ending an Introductory Tenancy

- 6.1. LBBB is required to serve a Notice of Possession Proceedings (NOPP) and inform the tenant of their right to appeal the decision.
- 6.2. Notice periods have been changed temporarily during the COVID-19 pandemic. The amount of notice given is dependent upon when the notice is served. Please check current [Government](#) guidance prior to serving a notice.
- 6.3. The court must grant an outright possession order at a court hearing if the council has followed the correct process.
- 6.4. The court should not make a possession order if:
 - your notice is invalid.
 - the tenancy became a secure or before court action started.

7. Right to Review

- 7.1. Tenants can appeal a Notice to Extend by requesting a review within 14 days of receipt of the Notice was served.
- 7.2. Tenants can appeal a Notice to Proceed to Possession by requesting a review within 14 days of receipt of the Notice was served.
- 7.3. An appeal will be heard by a panel or person more senior than the person who made the decision to extend or evict.
- 7.4. When ending a tenancy, the appeal must be carried out before the date stated in the notice after which possession proceedings may start.

8. Legislation

Document	Link
1. Housing Act 1996, Section 125	LINK
2. Housing Act 2004, Section 179	LINK
3. Introductory Tenancies (Review of Decisions to Extend a Trial Period) (England) Regulations 2006	LINK

9. Equality Impact Assessment

An Equality Impact Assessment has been carried out on this policy.

This involves assessing the effects of the policy and subsequent service provided to our customers in respect of their age, disability, race, religion/belief, sexual orientation, and/ or gender identity to ensure equal and fair access for all.

Conducting an Equality Impact Assessment assists us to make sure that the needs of people are accounted for when developing and implementing policies and services.