

Introductory Tenancies

Frequently Asked Questions

We have started using demoted and introductory tenancies from February 2009.

This is a type of secure tenancy which has a 12 month probationary period after which tenants may gain the full rights of a secure tenant, provided they meet the conditions of their tenancy agreement.

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 without the Council's permission

What are your rights as an introductory tenant?

As an introductory tenant you have the right to be:

- told about introductory tenancies and the council's duties to repair
- consulted on housing matters and kept up to date about any changes that affect introductory tenancies

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 council workmen into the property to carry out inspections and repairs
- give the council four weeks' notice to end the introductory tenancy

The introductory tenant has other responsibilities which will be explained to you by the council landlord when you sign the tenancy agreement.

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 then they may be evicted. Examples where a council could 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
- the tenant moving out and renting the home to someone else

A neighbourhood Management Officer 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 the council will be requesting an immediate possession order.

The council doesn't have to prove a legal reason in court for seeking possession but they have to follow the correct procedure. In this respect, it is important to note that the correct procedure provides that the tenant has a statutory right to request a review 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 you become a secure tenant?

It is possible to become a secure tenant 12 months from the date your tenancy started or 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 the council doesn't either:

- start action to evict you during the 12 month period
- decide to extend your introductory tenancy for a further six months (which Gloucester City Homes may elect to do from June 2007)

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.