



City of London Corporation
Department of Community & Children's Services
Housing Service

Introductory Tenancies Policy

Approved by:	Housing Management & Almshouses Sub-Committee
Approval Date:	
Review Date:	<i>(3 years from approval)</i>

1. Introduction

Introductory tenancies are a form of probationary tenancy provided for in the Housing Act, 1996. These tenancies have no security of tenure during the first year, though they can still only be ended by service of a notice.

Introductory tenancies are designed to enable local authorities to monitor the tenant's management of their tenancy in the first twelve months and, if there are breaches of tenancy, the tenancy can be terminated through a simpler legal route than is the case for Secure tenancies.

This policy sets out:

- our approach to the management of introductory tenancies
- who will be granted an introductory tenancy
- how the introductory period will be monitored
- our commitment to supporting tenants with vulnerabilities
- the way in which important decisions are made and reviewed

2. Aims and Scope

We will use introductory tenancies to contribute to the following objectives:

- Supporting new tenants to manage and sustain their tenancies responsibly
- Maintaining safety on our estates by dealing effectively with anti-social behaviour
- Minimising rent arrears
- Ensuring support needs are identified and met in a timely way
- Enabling more effective management of our housing stock

This policy applies to social housing stock managed by the City's Housing Service as part of the Housing Revenue Account.

3. Introductory Tenancies

3.1 General

Introductory tenancies are governed by the Housing Act 1996, Part V ("the 1996 Act"). The 1996 Act enables local authorities to grant non-secure tenancies to new tenants, which convert to Secure tenancies automatically after twelve months, unless they are either extended or terminated according to a statutory procedure.

During the introductory period, tenants' rights differ from those of Secure tenants in some important ways. Introductory tenants cannot normally:

- Mutually exchange
- Take in lodgers
- Make certain alterations
- Buy their property

There is also no right of succession for a family member on the death of an introductory tenant.

An introductory tenancy has no security of tenure and can be terminated by service of a notice, though a court order is still required to take back possession of the property in question if possession is not given up by the tenant.

3.2 Sign-up Process and Tenancy Conditions

It is very important that new tenants are made aware of their responsibilities, as well as their rights, when signing a new tenancy. We will ensure that, during the sign-up process, new tenants are taken through the key tenancy terms and conditions and made aware of:

- what an introductory tenancy is and how it differs to a Secure tenancy
- The length of the Introductory period
- The rights and responsibilities of both the tenant and the City
- The implications of the tenant failing to meet responsibilities, including falling into rent arrears
- What support may be offered to tenants who require it

We will ensure that all new tenants receive a copy of our Tenants' Agreement and Handbook, which contains all relevant terms and conditions of the tenancy.

3.3 Who will receive an Introductory Tenancy?

All new tenants who are allocated a City of London Corporation social housing property will be granted an Introductory Tenancy.

We will not grant an introductory tenancy in the following cases:

- An existing City of London Corporation Secure tenant who transfers to another City of London property
- An existing Secure tenant of another local authority who transfers to a City of London property
- When an existing Secure tenancy changes from a joint to a sole tenancy, or a sole to a joint tenancy
- An Assured tenant of a Registered Provider transferring to a City of London property by mutual exchange or choice-based letting
- To anyone allocated accommodation in the City of London Almshouses
- Where a property is allocated to a residential post-holder ('tied accommodation')
- In exceptional circumstances where this is authorised by a Chief Officer

Under-18s who are granted tenancies will receive an equitable non-secure tenancy. This is a situation in which a tenancy is held by an adult on trust for a minor, as

under-18s are legally incapable of holding tenancies. On reaching the age of 18, they will be granted an introductory tenancy and the equitable non-secure period will not count towards the introductory period.

4 Tenant's Responsibilities

Tenants' responsibilities are described in the Tenancy Agreement & Handbook, which is issued at the outset of the tenancy.

A serious breach of any of the terms and conditions of the tenancy may lead to the introductory term being extended, or the tenancy terminated. The following areas are particularly important:

- Rent arrears
- Anti-social behaviour, criminality and nuisance
- Occupation of property as sole or principal home
- Using property other than as a private dwelling
- Making unauthorised alterations to the property

We expect introductory tenants to cooperate with the process for managing introductory tenancies. If a tenant fails to comply with reasonable requests made under this policy, for example by missing appointments, refusing access to the property or failing to supply relevant information, this may result in the introductory term being extended or the tenancy terminated.

5 Our Management of the Introductory Period

5.1 Tenancy Visits

Introductory tenancies will be managed closely during the Introductory period to ensure that they are being conducted satisfactorily. We will carry out three visits to the property in the first year at the following intervals:

- Six weeks (the 'settling-in visit')
- Six months
- Nine months (the review visit)

These visits will be used to discuss the tenant's conduct of the tenancy and will also be an opportunity for the tenant to raise issues with us relating to their tenancy or their estate. We will also ensure that any support needs we identify are addressed and appropriate help sought from relevant agencies or third parties.

The visits will be scheduled in with reasonable notice and the tenant informed in writing of the date and time. The visit will be conducted at the property unless there is an exceptional reason why this is not possible.

5.2 The Six Week Visit

This visit will be used to ensure that the tenant is settling in to the property. This visit will focus on ensuring that the tenant's rent account is being managed appropriately and, if the tenant is intending to pay their rent with support from state benefits, that the claim has been made and is progressing if not already in payment.

Any support needs we are aware of will also be discussed as appropriate and any new ones we identify will be addressed. If any breaches of tenancy are identified, we will ensure that the tenant is given appropriate advice about remedying the breach.

5.3 The Six-Month Visit

At six months, we will visit the tenant at home and review their overall management of the tenancy, including rent accounting, maintenance of the property and any other relevant issues. Any support needs identified will be addressed and relevant referrals made. Any breaches of tenancy will be addressed with the tenant at this stage and appropriate action taken to deal with the breaches.

5.4 The Nine-Month Visit

At nine months, we will visit the tenant to carry out a review of their conduct of the tenancy. It is at this stage that we will make one of three decisions:

- To allow the introductory tenancy to convert to a Secure tenancy at the 12-month point
- To extend the introductory period by a further six months
- To terminate the tenancy

If there have been no breaches, or any previously identified breaches have been addressed to our satisfaction, the tenant will be informed that the introductory tenancy will automatically convert to a Secure tenancy on the 12-month anniversary date.

If there have been breaches of the introductory tenancy, we can opt to extend the introductory period by six months (meaning the introductory period is 18 months in total), or we can terminate the tenancy completely.

6 Conversion

If the tenancy is to be allowed to convert to a secure tenancy, we will confirm this in writing following the nine-month visit. We will not issue a new tenancy agreement as this process is automatic unless we take steps to extend or terminate the tenancy.

7 Extension

In accordance with s.125A of the Housing Act 1996, we may extend the Introductory period by six months if we serve a Notice of Extension on the tenant at least eight weeks before the original expiry date.

We are obliged to inform the tenant of their right to request a review of the decision and to give reasons for our decision to extend. We will ensure that we give clear reasons why we have chosen to extend the introductory period. Any request for a review of the decision to extend will be dealt with in accordance with section 8 of this policy.

During the extension period, we will remain in contact with the tenant to provide appropriate advice and support. During this period, we will decide whether to allow the tenancy to convert to a Secure tenancy, or whether to terminate the tenancy.

We will normally extend the introductory period where there are outstanding breaches of the tenancy conditions at the nine-month review stage, or breaches have occurred during the Introductory period that, while resolved, require further monitoring. This is at our discretion and we will explain our reasons clearly when serving the Notice of Extension.

8 Termination

We may decide to terminate the introductory tenancy during the initial Introductory period, or during the extension period, if tenancy breaches have occurred and we feel that it is proportionate to take this step.

We will normally terminate a tenancy only as a last resort following reasonable attempts to provide support to the tenant to sustain the tenancy. We reserve the right to terminate a tenancy where there has been an isolated but serious breach of the tenancy terms and conditions, or where the tenant has failed to engage with the Introductory Tenancy Process.

Some circumstances in which we may decide to terminate the tenancy include (but are not limited to):

- Rent arrears which are poorly managed by the resident
- Committing anti-social behaviour in or around the property, or towards our staff, agents or contractors
- Refusing access for repairs, gas safety checks or tenancy checks
- Making unauthorised alterations to the property
- Obtaining the tenancy through misrepresentation
- Breach of the Pets Policy

In accordance with our obligations, we will ensure that the appropriate notice is served on the tenant and will give clear reasons for our decision to terminate the tenancy, as well as informing the tenant of their right to seek a review of the decision. Reviews will be carried out in accordance with part 10 of this policy.

We will ensure that our procedure complies with our obligations under the Homelessness Reduction Act 2017.

9 Support for Tenants

We are mindful that many new tenants will have support needs and these may be apparent from the outset of their tenancy, or may come to our notice at any point during the lifetime of the tenancy.

We are committed to providing appropriate support and advice to tenants to help them sustain their tenancies. We will take reasonable steps to give support and this will involve making referrals to statutory agencies, or other sources of help, advice and support.

We will use the three scheduled visits during the Introductory period to discuss any support needs we know of or identify any we do not. If we do identify any unmet support needs, we will arrange appropriate support and will engage with the tenant outside this procedure, rather than waiting for each scheduled visit.

A tenant's failure to comply with the introductory tenancy process may be a sign of an underlying problem. Should this occur, we will take reasonable steps to investigate this possibility before extending or terminating the tenancy.

10 Review of Decisions

Under the 1996 Act, tenants have a statutory right to a review of our decision to either extend or terminate the introductory tenancy. Tenants will be notified of this right in the notices we serve on them when extending or terminating their tenancy.

The request must be made in writing by the tenant within 14 days of the relevant notice being served.

If a review is requested, we will ensure that the decision to extend or terminate is looked at by an officer at Grade F or higher. This will take the form of a complete reconsideration of the case, rather than a review of the way in which the original decision was made.

If the tenant does not request a review, we may proceed to hold one anyway.

The outcome will then be communicated to the tenant and, if it affirms the original decision, will include reasons for the decision.

In accordance with the 1996 Act, we will hold the review and communicate the outcome to the tenant by the date specified on the relevant notice at the time of service.

There is no right to appeal any decision made, though the complaints process remains open to tenants if they are dissatisfied with the way in which their case was dealt with.

11 Monitoring and Performance

We will monitor our use of Introductory Tenancies and the way in which they are managed, ensuring that any relevant information is reported to the relevant Committee at appropriate intervals.

Statistics relating to extensions, terminations and reviews will be maintained to enable us to provide reports to Committee and to monitor our performance as required.

12 Training

We will provide all staff responsible for implementing this policy with comprehensive training as required.

13 Equality and Diversity

This Policy has been subject to a full Equalities Analysis and will be implemented in accordance with our responsibilities and duties under relevant legislation, including the Equalities Act 2010.

14 Accessibility

We will ensure that tenants' needs are considered when implementing this Policy to ensure that they are treated fairly. We will make appropriate arrangements to ensure that customers with distinct communication needs are not unreasonably and disproportionately affected. This could involve providing communications in alternative languages or formats or providing interpretation or transcription as appropriate.

15 Data Protection and Information Exchange

We will comply with our obligations under relevant data protection legislation and regulations. We will process and store personal information securely.

There are some circumstances in which we are required by law to disclose information given to us, for example in cases involving child safeguarding. We will normally discuss this obligation with the person making the disclosure, though this may not always be possible.

16 Policy Review

We will review this policy at least every three years, or following relevant changes to legislation, regulation or policy.

17 Legislation

- Housing Act 1985
- Housing Act 1988
- Housing Act 1996

- Homelessness Reduction Act 2017

18 Related documents

- Introductory Tenancies Procedure
- Tenancy Policy