

Introductory Tenancies Factsheet

What is an introductory tenancy?

This factsheet outlines our use of introductory tenancies as a tool for tackling and addressing anti-social behaviour.

- What introductory tenancies are and why the council uses them
- How to get a secure tenancy
- The rights of introductory tenants
- What happens if we want to end an introductory tenancy
- Your rights if you disagree with us ending your tenancy
- Who to contact for more information and advice



If you are joining Islington Council as a new tenant, you will be an 'introductory tenant' for at least the first year. An introductory tenancy is a trial period before you become a secure tenant. Introductory tenants have fewer rights than secure tenants, and their tenancies can be ended more easily if they break their tenancy conditions.

This doesn't apply to you if you are already a council or housing association tenant who has a secure or assured tenancy, and you are moving from one home to another. However, it will apply if there has been a gap between the end of your old tenancy and the start of your new one. If you are not sure about what kind of tenancy you have, you can phone your respective housing office for advice on the numbers at the bottom of this factsheet.

The Council can add an extra six months to an introductory tenancy if we feel it necessary which means it can last for 18 months. This may happen if any of the tenancy conditions have been broken.

Why the Council uses introductory tenancies

Our tenancy conditions say that tenants must:

- Have consideration for people living around them
- Pay their rent on time
- Look after their home
- Keep to all other tenancy conditions

It is important that tenants keep to the tenancy conditions. We believe that introductory tenancies will help us get this message across. It also means we can act quickly to end tenancies when people break the tenancy conditions.

How to get a secure tenancy

Your introductory tenancy will automatically become a secure tenancy one year after the date it began, unless we have started legal action to end your tenancy or we have extended your trial period. If we extend your introductory tenancy to 18 months we will write and tell you.

What is the difference between the rights of secure and introductory tenants?

Secure tenants also have to keep to the tenancy conditions but they have more security and more rights.

If we want to repossess a secure tenancy we must prove a legal 'ground' or reason for possession, and in most cases have to show that it is reasonable to repossess the property. To repossess an introductory tenancy we only have to show that we have followed the correct procedure.

Secure tenants have other legal rights:

- The right to exchange homes
- The right to sub-let part of their home.
- The right to improve their home.
- The right to buy their home.
- The right to take in lodgers.

Introductory tenants do not have these legal rights, but our tenancy conditions say that we will consider requests from disabled introductory tenants for a carer to live with them.

The responsibilities of introductory and secure tenants are the same.

If we decide to end an introductory tenancy

We will write to you and warn you before we take legal action to end your tenancy.

We will send you a 'notice of possession proceedings' which will explain our reasons for ending your tenancy. We will also tell you the date we can start court action to evict you.

We cannot evict you without a court order. We do not have to prove a reason for evicting you but we do have to show the court that we have followed the correct procedure.

What if you don't agree with our decision to end or extend your introductory tenancy?

When we send you a notice of possession proceedings, we must also tell you that you have a right to ask for the decision to be reviewed.

If you ask for a review you also have a right to be at the review and speak or ask questions. You also have the right to have someone with you to represent you. You have to tell us whether you want to take up these rights within 14 days of receiving our notice.

If we want to extend your introductory tenancy for an extra six months, we must send you a 'notice of extension' explaining our reasons. You also have a right to ask for this decision to be reviewed.

Anti-social Behaviour

We believe you should be able to enjoy peace and quiet in your own home, feel safe and secure and not have to suffer the anti-social behaviour of others.

The term anti-social behaviour (ASB) includes all types of behaviour, which affect the quality of life of local people. It is the bad behaviour of a few that seriously affects those around them who experience it.

We:

- take all reports of anti-social behaviour seriously
- are determined to address unacceptable behaviour
- will look to work with organisations within the council, police and other partners and agencies to develop and deliver solutions to reduce anti-social behaviour.

Help with your tenancy

Let us know if you are having problems with your tenancy. We will give you advice and can tell you about agencies that can give you more advice and help, or we can refer you to them.

If you have any questions you can phone us on any of the numbers given below.

Who to contact

Reception telephone numbers for area housing offices are provided below:

Upper Street Area Housing Team

222 Upper Street
London, N1 1XR
Tel: 020 7527 5300
Email:

upperstreet.housing@islington.gov.uk

St John Street Area Housing Team

245 St John Street
London, EC1V 4NB
Tel: 020 7527 6250
Fax: 020 7527 6207
Email:

stjohn.housing@islington.gov.uk
Minicom: 020 7527 6202

Holland Walk Area Housing Team

85-88 Holland Walk
London, N19 3XS
Tel: 020 7527 7480
Fax: 020 7527 7407

Email: holland.walk@islington.gov.uk
Minicom: 020 7527 7405

Partners For Improvement in Islington

4-6 Colebrooke Place
London, N1 8HZ
Tel: 020 7288 8310
Fax: 020 7354 4765

Email: enquiries@partnersislington.net