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A company with a passion for communities

Introductory Tenancy



Here to help... 0800 915 1600

Other

If you would like this document in another format or language, please tick as required and return to East North East Homes Leeds, Freepost

RRJX-YRTK-TACE, Leeds, LS7 3YY.

Your name:

Your address:

Telephone



Formats



CD print



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Text

أود أن يكون هذا المستند باللغة العربية.

ARABIC

لطفاً املأ این متن را به زبان فارسی در اختیار من قرار دهید.

FARSI

ئەم وەرەققەتە م بە کوردی نوویت

KURDISH

Chciał(a) być i otrzymać ten dokument w języku polskim.

POLISH

የዚህ ሰነድ ቅጽ ለግድግዳ ለግድግዳ ለግድግዳ

TIGRINI

میں یہ دستاویز اور زبان میں چاہوں گا کہ

URDU

Another language (write in the box)

For more information call us on 0800 915 1600.

WELCOME TO YOUR NEW LEEDS CITY HOME MANAGED BY East North East Homes Leeds

As a Leeds City Council tenant, you have rights and responsibilities. The Council has rights and responsibilities too. Your tenancy agreement describes all the rules.

We have these rules to make sure you can enjoy all the benefits of a Council tenancy. We're determined to protect you and your community from the misery of anti - social behaviour. We're sure you'll want to help us.

We give all new tenants a trial period to show they can keep to the tenancy agreement, look after their home and not be a nuisance to neighbours. This trial period is called an introductory tenancy.

Introductory Tenancy

As a new tenant you must sign an introductory tenancy agreement before you move into your Council home. If there have been no problems at the end of your introductory tenancy, you automatically become a secure tenant, giving you all the rights of a Leeds City Council tenancy.

We hope your introductory tenancy period is problem free and that you'll go on to become a secure tenant. We'll always try to help you if you have any difficulties.

But you should know what will happen if you break the tenancy agreement. This leaflet tells you.

DIFFERENT TENANCIES

There are two kinds of Council tenancy:

1. Introductory
2. Secure

You are starting as an introductory tenant. This means you don't have all the rights of a secure tenant and could be evicted more quickly and easily if you break the tenancy agreement.

Rights

A Council tenant has legal rights and responsibilities (like the right to improve their home or the responsibilities to pay rent) but as an introductory tenant, the law doesn't give you the right to:

- buy your Council home.
- take in lodgers.
- sub-let part of the property.
- make improvements.
- exchange your home with another tenant, or
- transfer to another landlord.

Although you don't have an automatic legal right to do these things (whereas a secure tenant has), you can apply to your Neighbourhood Housing Office to take in lodgers, improve your home or exchange it. Your Housing Office will decide if you can go ahead.

If there are problems

Most people pass smoothly from their introductory tenancy to a secure tenancy, but we'll act quickly against anyone who breaks their tenancy agreement. We'll always investigate first to see if things can be sorted out, but if the problem is serious, or if the tenant won't co-operate with our efforts to find a solution, we'll take legal action to evict them straight away.

Rent

Your tenancy agreement says you must pay your rent and you must pay on time. If you are four weeks behind, we'll contact you. We'll check you're getting the right benefits and let you make an agreement to pay off the money in regular amounts on top of your weekly rent. But we'll take legal action to evict you if the arrears reach eight weeks - or even sooner in some cases. We'll also take action if you are persistently late paying or if you won't keep to a repayment plan.

Anti-Social Behaviour

We must protect your community and Council property. If someone tells us you've been acting in an anti-social way, we will investigate the complaint thoroughly by not collecting evidence, interviewing witnesses and talking with the Police. If this shows the complaint is justified we'll take action. If the problem is quite minor we'll tell you to change your behaviour - we may bring in a mediation expert too.

If you won't co-operate or if your actions are very anti-social (such as violence or racial harassment), you won't get a second chance - we'll act immediately to evict you.

It's important to remember that you're not only responsible for your own behaviour

We would take action against you if the anti-social culprit is someone living with you or a visitor to your home. It doesn't matter where the nuisance happens - in your home, outside it or anywhere in the locality.

Other circumstances

There may be other circumstances when we would want to evict an introductory tenant, for example, not using their Council property as their main home for instance. Your tenancy agreement describes all these situations.

It's also possible that we'll need to move you out of your home because it needs major building repair or because it has to be demolished. In this case we will offer you another suitable home.

TAKING ACTION

If we want to evict a secure tenant (for example, because they aren't paying their rent or are a nuisance to their neighbours) we have to give them the chance to put their side of the story at a Court hearing. It's then up to a judge to decide if the eviction can go ahead.

But if we have to evict an introductory tenant we can do it more easily and quickly.

Review

We would tell you in writing that we're going to go to Court to evict you. You could ask for a review of the case, but you must do this within 14 days. Staff will look at the situation again to see if everything has been done correctly. None of them will have been involved in the case before.

If they agree that the eviction can go ahead, you wouldn't be able to appeal to anyone else. Although we are still able to ask a Court to give the final permission, the eviction happens automatically as long as we've followed the procedure properly.

ADVICE

If we did have to take action like this, you could get advice from a Citizens' Advice Bureau, law centre, housing advice centre or a solicitor.

Becoming a secure tenant

If there have been no problems during your introductory tenancy you will automatically become a secure tenant on the date written on the front of your tenancy agreement. We'll let you know, in writing, when this happens.

Here to help

This leaflet tells you what happens if there are problems with your introductory tenancy. It shows you that we're serious about collecting rent and protecting people from anti-social behaviour. But the vast majority of introductory tenants are very responsible and will go on to secure tenancies with no problem.

And of course, as an introductory tenant, you get as much protection as secure tenants. If you're a victim of someone else's bad behaviour during your trial period, **we'll help you in exactly the same way as if you'd lived in a Council home all your life.**

If you have any worries about about your tenancy or any part of the housing service, contact your Housing Office straight away. They're there to help you.



Are we getting it right?

We're always trying to improve the quality of our information.

You can help us by filling in this form and:

- ✓ hand it in at any East North East Homes Leeds Housing Office
- ✓ send it to us at East North East Homes Leeds Freepost RRJX-YRTK-TACE, Leeds LS7 3YY

Thank you for your help

What do you think about this booklet overall?

Please tick whichever applies.

Good Average Poor

What part(s) of it should we improve?

Did you understand the information?

Yes No

If not, please say what you didn't understand

Do you think the layout is

Good Average Poor

How could we improve it?

Your name _____

Your address _____

Your phone no. _____

Email address _____



Introductory Tenancy

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