

SECTION A YOUR TENANCY

This section covers:

- Introductory Tenants
- Secure Tenancies
- Possession Orders
- Marital Breakdown
- Joint Tenancies

The property you live in is your home, but as a tenant you have entered into a contract - your tenancy agreement - that means both you and the Council have rights and responsibilities.

INTRODUCTORY TENANCY

To help create peaceful and settled communities in areas of council properties we have begun to use introductory tenancies for new tenants. If you are a new tenant of Harrogate Borough Council after 3 April 2006 you will have been given an introductory tenancy. An introductory tenancy is for a trial period of 12 months (extendable to 18 months) and an introductory tenant has fewer rights than a secure tenant. If there are no problems during the trial period you will automatically become a secure tenant at the end of the 12 months.

As an introductory tenant as any council tenant you must:

- Not behave anti-socially, cause a nuisance or harass other people.
- Pay your rent on time.
- Look after your home and garden.
- Keep to the terms of your tenancy agreement.

If you break any of the rules in your tenancy agreement we can evict you. As an introductory tenant you can be evicted much more quickly and more easily than a secure tenant. If you break any rules in the tenancy agreement we will serve you with a notice and as long as we have followed our procedures the Court must grant a possession order.

If you show us that you can act responsibly you will automatically become a secure tenant after 12 months (or 18 months if you are advised in writing that your trial period will be extended).

As an introductory tenant you cannot:

- Exchange your home.
- Transfer the tenancy to anyone else.
- Take in lodgers.
- Sub-let any part of your home.
- Buy your Council house.
- Carry out improvements to your home.

Reviews of your tenancy

During the trial period your Housing Officer will visit you to make sure everything is going okay.

You will be visited after:

- Four weeks
- Six months
- Nine months

These visits offer you support, advice and guidance on how to manage your tenancy and the chance to discuss any problems you may have. We will, however, also want to make sure your tenancy agreement has not been broken.

If there are problems

If you break a rule in your tenancy agreement your Housing Officer will write to tell you what you need to do. If you fail to keep to any agreement we will serve you with a Notice of Possession Proceedings telling you that the Council is going to Court to evict you. If we show that we have followed the correct procedure the court must give us possession. We also have the right to extend the trial period by a further 6 months.

Notice of Possession Proceedings – your right of appeal

If you are served with a Notice you have 14 days from the date it is served to appeal against the Council's decision to end your tenancy. You will be given a form on which to appeal if you are served with Notice. If you do not appeal within the 14 days allowed the Council will continue the action to end your tenancy.

If you appeal you will be given at least 5 days notice of where and when your review hearing will be held.

Review Hearing

This hearing will be a meeting with an officer who is more senior than the ones involved in making the decision to evict you. He/she will look at all the evidence about how you have conducted your tenancy. The reviewing officer considers whether you have broken the terms of your tenancy agreement.

You can either attend in person or appeal in writing if you do not wish to attend.

Reviewing Officer's decision

You will be told the decision within 5 days of the hearing.

If the decision is that you have broken the terms of your tenancy agreement and your tenancy should be ended, the Council will apply to the Court to end your tenancy.

As long as the Council has followed all these procedures the Court will end your tenancy. This means you will lose your home and you may be considered to be intentionally homeless if you later apply for housing accommodation with this Council.

SECURE TENANCY

All Harrogate Borough Council tenants granted a tenancy before 3 April 2006 and new tenants who have successfully completed the 12 months (or 18 month) trial period as an introductory tenant are “secure” tenants. This means that you have the legal right to stay in your home, as long as you keep to the obligations and responsibilities that are set out in your tenancy agreement.

As a Secure Tenant when can the Council take possession of your home?

The Council can only take back, or gain possession of your home, with a Court Order. Before getting a Court Order you will, as a secure tenant, usually have been served with a Notice of Seeking Possession, which will say why the Council is taking action and which of the Conditions of your Tenancy you are breaking. The Council will give you every chance to put things right and avoid court action.

The most common reasons for the Council seeking a Court Order are:

- rent arrears,
- annoyance, nuisance or harassment to neighbours.
- use of property for illegal or immoral purposes, e.g. drug dealing; prostitution and the storage of stolen goods.
- damage to Council property.

In these cases, the Council does not have to give you alternative accommodation.

Other reasons the Council can seek possession

The Council can seek possession of your home for other reasons:

- overcrowding.
- the Council needs to carry out major building works.
- your home has been designed or adapted for the elderly or disabled and you do not need these facilities.
- the tenancy has been taken over after the death of the original tenant and the home is larger than you need.

It is unlikely that the Council will seek possession of your home for these reasons, but if it does, the Council must offer you suitable alternative accommodation.

The action the Council may take

As a secure tenant your tenancy may be ended if you break the terms of your tenancy as set out in the tenancy agreement. Please also see **Section F “Problems with neighbours and anti-social behaviour”** and **Section C “rent and housing benefit”**.

If you break your conditions of tenancy we will follow these steps:

- your Housing Officer will contact you about the breach of tenancy.
- we will warn you that we may take legal proceedings and may issue you with a notice that the Council intends to take legal action. If the situation does not improve we will commence possession proceedings by serving upon you a “Notice of

Seeking Possession". If there is no improvement we will apply to the County Court for a Possession Order. We will have to prove to the Court that you have failed to meet the terms of the tenancy. The Court will usually grant us an Order for Possession.

- the Council will apply for a Warrant of Possession. (You have the right to seek a hearing with the District Judge before the decision to grant a warrant is made).
- we will end your tenancy.

COUNTY COURT ORDERS – MARITAL BREAKDOWN

The County Court may decide that your tenancy is given to your husband or wife following marriage breakdown as part of matrimonial proceedings. Either party to a matrimonial dispute may apply to the County Court for an Order transferring the tenancy to their name. A solicitor would be able to advise you.

JOINT TENANCIES

We will also usually grant joint tenancies during the tenancy when people marry or when it is clear that adults intend to live together for a long time. However adults usually have to live together, if they are not married, for 12 months before a joint tenancy will be considered.

The Council may also consider granting joint tenancies to adults who live with a person to care for them. Any change to a Tenancy in this way will create a brand new Tenancy in joint names.

Being a joint tenant means that you are both equally responsible for paying the rent and keeping to all of the Conditions of the Tenancy.



How can a name be taken off a joint tenancy?

If either of you want to end your joint tenancy please contact your Neighbourhood Housing Office. Whilst ending joint tenancies are best agreed by both joint tenants, the decision of one joint tenant ending the tenancy has the effect of ending it for both of you and the Council would then have the discretion of deciding whether the remaining former joint tenant shall be offered a new tenancy. We will always convert a joint tenancy into a sole tenancy if instructed to do so by a County Court Order following a divorce or legal separation.