

Introductory Tenancy

An introductory tenancy is a trial tenancy that usually lasts for one year, automatically becoming a secure tenancy unless the Council extends the introductory tenancy, or takes legal action to terminate the tenancy.

Note: If you were previously a tenant with an introductory tenancy or held an assured shorthold tenancy from a social landlord, this time spent as a tenant will count towards your 12-month trial period providing there is no break between the tenancies.

Does an introductory tenant have fewer rights than a secure tenant?

During the trial period you will be subject to the same responsibilities as set out in your agreement however your rights will differ from those of a secure tenant.

The differences summarised:

| Legal Right | Secure Tenants | Introductory Tenants |
|--|----------------|----------------------|
| Right to succession of spouse/family member | Yes | Yes |
| Right to Repair | Yes | Yes |
| Right to consultation on housing management issues | Yes | Yes |
| Right to Buy | Yes | No |
| Right to take in lodgers | Yes | No |
| Right to sublet | Yes | No |
| Right to improve | Yes | No |
| Right to exchange | Yes | No |
| Right to vote on whether to transfer to a new landlord | Yes | No |
| Right to be consulted on decision to delegate housing management | Yes | Yes |

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Other differences?

The Council can end your introductory tenancy more easily; however a Court Order must still be obtained.

You do not have the right to compensation if improvement work is carried out during the tenancy.

Once you have successfully completed your introductory trial period then you will become a secure tenant.

Note: If you were previously a secure tenant with another Council or you were a Housing Association tenant with an assured tenancy then you will be a secure tenant with Cardiff if there have been no break between the tenancies.

Extending an Introductory Tenancy

An introductory tenancy can be extended beyond the usual 12 months by the Council if your conduct during the trial period is unsatisfactory i.e. you have broken the terms of your tenancy. For example, if you are in rent arrears; or you or your family, or visitors cause a nuisance or annoyance.

Before extending your introductory tenancy the Council must serve a Notice to Extend on you and if successful your tenancy will be extended beyond a year for a further 6 months.

Demoted Tenancy

A demoted tenancy is created when a Court makes an order to reduce a secure tenancy to a demoted tenancy due to anti-social behaviour. It will usually last for one year and then you will automatically become a secure tenant again unless the Council has ended your tenancy, or is taking legal action to end your tenancy. A secure tenancy cannot be demoted for rent arrears.

How is a secure tenancy demoted?

A secure tenancy can only be demoted for anti-social behaviour. To demote a tenancy the Council have to serve a "Notice Before Proceedings for a Demotion Order" on you. The Notice is valid for 12 months. If your anti-social behaviour does not improve after service of the Notice the Council may take Court action against you.

At the court hearing the judge will decide whether to demote your tenancy. If the Judge grants a Demotion Order your secure tenancy will be demoted on the date ordered by the Judge for 12 months. If the Council does not take any further action to end your tenancy, after 12 months you will become a secure tenant again.

Does a demoted tenant have fewer rights than a secure tenant?

During the demoted tenancy you will be subject to the same responsibilities as you had as a secure tenant, however your rights will differ in that they will be the same as an introductory tenant (see previous table).