

# A GUIDE

to  
Your Rights



We use the term 'resident' to describe anyone living in one of our homes or receiving one of our services. This includes tenants, leaseholders, shared owners and those people living in supported or sheltered accommodation.

# Your Rights

## How will I know what to expect?

Cosmopolitan Housing Association must comply with the law and 'The Charter for Housing Association Applicants & Residents' as set out by the Tenant Services Authority, which relates to their regulatory code. When we use the word 'must' in this leaflet, it means either that you have rights in law or that we must comply with the Charter. The Charter applies to you if you are applying for a home or are already a resident, leaseholder, shared owner, or licensee of a Housing Association that is registered with the Tenant Services Authority and your home has been provided with the aid of public funding. It may also apply to you if you live in other types of housing and have a Housing Association as a landlord or your home is managed by a Housing Association.

Your contractual rights are contained in your tenancy agreement, lease, licence or other written agreement that you sign when you move in to your home. You may also have additional legal rights that will be set out in various Acts of Parliament. If you are unsure about your rights or responsibilities, please contact us for help or seek advice from a solicitor or an advice centre, such as a Citizens Advice Bureau. Your rights may vary depending on whether you are just applying for a home to rent or buy or whether you are already a resident or leaseholder and, if so, what type of agreement you have. It is important to remember that you have responsibilities as a resident or leaseholder, which, if you do not meet them, will affect your rights.

## The way we operate

Cosmopolitan Housing Association (CHA) is run by a Board of Management that makes sure the Association abides by the law and acts according to the Tenant Services Authority Regulatory Code. The Board of Management also makes the key decisions about the policies that the Association will work to.

The Association must ensure that we are financially sound by providing key regulatory information to the Tenant Services Authority on an annual basis.

## **Continuous Improvement**

The Association must aim to deliver continuous improvement and value for money in all services it delivers. We must review services on a regular basis and will ensure that they take into account the needs and wishes of residents.

We will also set targets annually, which drive forward continuous improvement throughout the year and from year to year on a continuous basis.

## **Equality & Diversity**

The Association must show a commitment to equal opportunities in all that we do and we will work to eliminate all discrimination. We must ensure that there is an equality & diversity policy in place that covers all aspects of equalities and includes race, religion, gender, disability, age, sexual orientation and marital status.

The Association must not treat any person or group less favourably than any other person or group because of their race, colour, ethnic or national origin, nationality, gender, sexuality, marital status, appearance, mental or physical disabilities, mental illness, religion, age or due to their vulnerability in society. We seek to ensure that existing procedures ensure equal access to housing for all sections of the community.

We must provide information in a specific format if requested by you. Formats we will provide are translated materials for those where English is not their first language and materials for those with visual impairments – Braille, large print and audio tape. Other formats will be made available upon request.

## Data Protection

Data subjects are people about whom we hold information. You are entitled to reasonable access to personal information and data held by us on computer about yourself or members of your family. Examples of some of the details we hold are:

- Your name & address
- Dates of Birth
- Telephone numbers
- Ethnic origin.

You have the right to request to see information we hold on file about you. If you wish to do this, you need to ask us in writing and we have to reply to your request within 40 days. Please note there may be a charge incurred, however you will be notified of this when you make your request. The Association reserves the right to withhold information from a third party.

We can only pass on information about you to other people or organisations if you have consented, or where the law permits us to do so.

## You and Your Housing Association

### Applying for a home

Whether you are applying for a home to rent or buy, you can ask to see the details of the type of services we will provide, who can apply and how we will consider your application.

You should be offered help to fill in forms if you need it. We will ensure that the forms and information can be understood by everyone. If you have difficulty with the forms and information and need assistance, or need them in another language, you can ask the association for a translation or help in other ways.

You must give accurate information on your application form. If you deliberately give false information, we may take action against you and could evict you from your home.

We should give you information about the rights and responsibilities that you would be signing up to and any other leaflets or information about the agreement you will be asked to sign.

Read these carefully and consider if you want to take on this commitment. If you are not sure, you can seek advice from a solicitor or a local advice centre.

If you are applying to buy a home, your application may be subject to minimum and maximum income levels, which should be explained to you. Leaseholders including shared owners should be given information about financial rights and responsibilities and what the lease or agreement will bind you to. Consider carefully whether you want to make this commitment. Seek advice from a solicitor or your local advice centre if you are not sure.

## Moving in


You must be given a written copy of the agreement you have signed. Before you sign, the type of agreement and what it means for you should be explained to you.

The agreement is a legally binding contract between you and Cosmopolitan Housing Association. The agreement must clearly set out:

- What you are responsible for and your rights
- Cosmopolitan Housing Association's rights and responsibilities
- The rent, service charges and any other charges you may pay, including the way they will be reviewed.

## Living in

Generally, you have a right to live peacefully and quietly in your home and so do your neighbours. You have the right to stay in your home, whatever type of agreement you have, for however long the agreement allows, as long as you keep to the conditions set out in your agreement.

A close-up photograph of a person's hand pointing to a document. The hand is in the foreground, and the document is in the background. The document contains text, which is the subject of the OCR. The background is slightly blurred, showing what appears to be a desk or table.

In certain circumstances, you may have to leave your home. You will normally be given written notice and we will have to apply to the Courts to evict you, unless you are occupying under a tenancy that is excluded from the requirement to obtain a Court Order.

If you no longer occupy the property as your main home, you may lose your security and we may apply to the Court to evict you. Your agreement will set out the circumstances in which your tenancy may come to an end.

We must only take action to evict you from your home as a last resort, when there is no reasonable alternative. You are entitled to know what our policies are and how eviction is dealt with. If you also receive support and care and we take action to evict you, you must be offered advice and assistance. We should inform the agencies and organisations that provide the care about the action that is being taken.

We must publish a summary of our policies and procedures for dealing with Anti-Social Behaviour. Tenancy agreements should have conditions in them about noise and nuisance, and these will apply to you and to people living with you and visiting you. You could be at risk of losing your home if your behaviour, the behaviour of a member of your family or a visitor to your home causes serious nuisance to people living around you.

If you suffer from noise, nuisance or Anti-Social Behaviour, you can ask us for help and advice. If you are a leaseholder, your lease will generally set out obligations not to cause nuisance or behave in an anti-social manner. There are very few circumstances under which we can force you to leave your home, and then only if you have broken and are continuing to break a term of your lease in the opinion of a Court or Tribunal, and we have then undertaken legal action through the Courts to obtain possession.

## Paying for your home

### Rent

We must set our rents according to the Government's rent policy, which is based on the value of your home and the average income of people living in the same area. Rents will continue, on average, to be below those charged by private landlords. We must give you information about:

- The way your rent is set
- The levels of rents across all of our homes and across the local area; and
- How good we are at collecting the rent.

You must be informed in writing, in advance about any changes in your rent. Rent should not be increased more than once a year unless by mutual agreement. Check your agreement to see how much notice you should be given or ask us.

### Service Charges

You may be asked to pay other charges as well as rent such as for the upkeep of communal areas. These services may be provided by us or by other agencies or organisations.

If you are a leaseholder or shared owner, your lease will tell you which services you will have to pay for. They may include a reserve or 'sinking fund' for major repairs and maintenance. Any sinking fund contributions must be held in trust and the money used for the purpose specified in your lease.

We must give you information about the type of charges you must pay, what costs you pay for and how they are set. In certain circumstances, you may be able to inspect the detail of the accounts that this information is based on but you may be charged for this. You must be given written notice of any changes and increases to your service charge.

If you are having difficulty paying your rent or service charges, we must give you information and assistance to find out about benefits that may help you.

### What if I don't agree with the rent and other charges?

We must tell you about your rights to appeal about your rent and to challenge service charges. You are at risk of losing your home if you do not keep up payments or rent or other charges.

If you are a shared owner, you can sell your share in your home and give up your lease. You must tell the Association before you sell because there may be certain restrictions in your lease, which might prevent you selling on the open market.

## Repairs & Improvements

### Residents

We must make sure your home is in a suitable condition and the Tenant Services Authority expects the Association to keep your home in a condition that exceeds the minimum standards set by law. We must keep your home in good repair and ensure it is safe and fit to live in. In order to do this, you must give us access to carry out repairs, servicing work and general inspections of the property. You will be given reasonable notice of any such visit.

We must have policies for maintaining your home and making sure we are working towards meeting government standards. You can ask to see copies of these policies.

We must have a system for dealing with repairs, which meets the needs of residents. The system should have deadlines for responding to emergency repairs, urgent repairs and routine repairs. We must give you information about how to report repairs, details of the deadlines and details of how well the targets are being met.

You have the right to be consulted about new programmes of maintenance, improvement or demolition, or a change in our practice or policy.

## Can I carry out my own Improvements?

You may be able to make certain improvements to your home yourself, such as a new bathroom or kitchen. You must obtain advice and written permission from us before starting any improvement works

## Can I claim Compensation?

You may be entitled to compensation if we fail to carry out a repair that has been reported within a set timescale, and the repair affects your health, safety or security. We may set a maximum cost for an eligible repair.


## Leaseholders and Shared Owners

If you are a leaseholder or shared owner, your responsibilities for repairs and improvements will be set out in your lease and you should be given a handbook for guidance.

Leaseholders have legal rights to be consulted about major works, which you will have to pay for through service charges. We must give you information and ask for your views about any long-term plans for major maintenance work such as re-roofing or external redecoration. If improvements are proposed that mean you will have to pay more, you must be told how much.

## Information

The Association must provide good quality services for residents and people applying for a home and must offer high standards of customer care. We will also be open, honest and transparent in the way we operate, any information we give you about the way we do things and the policies that apply. We may give you this in a handbook or guidebook or in leaflets written by the Association. You can ask for copies if you have not already got them.

A hand is visible on the left side of the page, pointing towards the text. The background is a blurred document with some text and lines.

Housing Associations must be accountable to their residents so you should expect to be given information about our activities, what we are doing for the local community and how well we are performing.

Information we hold about you must be kept safe and secure. It must be kept up to date and deleted when no longer required.

### Can my Rights be Changed?

Some tenancy agreements can only be changed after consultation and with the agreement of the tenants involved. For leaseholders, generally, the terms of a lease can only be changed with your approval, although a court can impose the changes if you cannot agree changes with your landlord.

### Consultation and Involvement

The Association must make sure that services are shaped around customers' needs and must seek the views of residents and respond to these views. All residents must be allowed to play a part in decision-making and must be given opportunities to play a part in how services are run and how standards are set.

We must keep you informed of any significant changes to our services or those that affect your home.

We should give you information about how you can get involved and what we do with the feedback you give. We must also seek to develop and make an agreement with residents about how you can get involved and be consulted, the way this will work and how the agreement will be monitored and reviewed to keep it up to date. You can ask us for details about this.

### Making a Complaint

If you are not satisfied with the way you have been treated or the service you have received from us, you can make a complaint to us. We must have an effective complaints and compensation policy in place. The policy and procedure should be clear and easy to follow.

## What other things can I do?

If you have been through the stages of our complaints procedure and are still not satisfied, you can take certain complaints to the Independent Housing Ombudsman Scheme. All Housing Associations that are registered with the Tenant Services Authority must be members of the Scheme and should act on the Ombudsman's decisions.

You can get more information on the Ombudsman Service from us, your local advice centre or you can contact the Ombudsman Service direct.

If your complaint is about racial or sexual discrimination, you can also go to the Equality and Human Rights Commission for help.

## Useful contacts

### Tenant Services Authority

Enquiries Team, 2nd Floor, Lateral  
8 City Walk, Leeds LS11 9AT

### Tenant Services Authority

Maple House, 149 Tottenham Court Road  
London W1T 7BN

### Tenant Services Authority

4th Floor, One Piccadilly Gardens  
Manchester M1 1RG

### Housing Ombudsman Service

81 Aldwych, London WC2B 4HN  
Tel: 020 7421 3800  
Lo-Call: 0845 7125 973  
Minicom: 020 7404 7092

### Equality and Human Rights Commission

Equality and Human Rights Commission Helpline  
Freepost RRLL-GHUX-CTRX  
Arndale House, Arndale Centre, Manchester M4 3AQ  
0845 604 6610 - England main number

## Information Commissioner

Information Commissioner's Office,  
Wycliffe House, Water Lane  
Wilmslow, Cheshire SK9 5AF  
Tel: 08456 30 60 60 or 01625 54 57 45  
Fax: 01625 524510

If you wish to have this document translated into your chosen language, please tick the relevant box below and return to Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY.

This document is available in large print, Braille and audio tape on request.

إذا لديك الرغبة في الحصول على هذه الوثيقة مترجمة إلى اللغة التي تختارها، أرجو أن تضع علامة على الصندوق وترجعه إلى هيئة إسكان كوسمبوليتان.

Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY.

(Arabic)

如果您想把这份文件翻译成中文，请在空格内划✓，然后把传单寄回：Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY

(Chinese – Simplified)

如果您想把这份文件翻译成中文，请在空格内划✓，然后把传单寄回：Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY

(Chinese – Traditional)

ئەگەر حەز دەکەیت ئەم دۆکیومێنتەت بۆ سەر زماڤی خۆت بۆ وەرگیرێدیت ئەوا تکایە نیشانی ✓ لە چوارگۆشە بەدەر بیگەرفێنەوه بۆ (کۆمەڵەی کوسمۆپۆلیتان بۆ خانووبەره) بۆ ئەم ناوینشانە:

Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY

(Kurdish)

Jeśli chcieliby Państwo otrzymać tłumaczenie tego dokumentu w wybranym języku, prosimy odhaczyć okienko i odesłać do: Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY.

(Polish)

Haddii aad jeclaan laheyd in documentigan luqad aad dooratay lagu soo turjumo, fadlan sax sanduuqa oo u soo celi hey'adda guriyeynta ah ee Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY.

(Somali)

Bu belgenin seçtiğiniz dile tercüme edilmesini arzu ediyorsanız, lütfen kutuyu işaretleyin ve Cosmopolitan Housing Association, Cosmopolitan House, 2 Marybone, Liverpool, L3 2BY adresine geri gönderin.

(Turkish)

Please be aware that Cosmopolitan Housing Association may record any incoming or outgoing telephone calls as part of our commitment to providing excellent customer service.



Cosmopolitan House, 2 Marybone, Liverpool L3 2BY,  
Telephone: 0151 227 3716 Fax: 0151 227 4991  
www.cosmopolitanhousing.co.uk

Cosmopolitan Housing Association is a Charitable Industrial and Provident Society.

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