

Section 05 **Your rights and responsibilities**



Your Tenancy Agreement is important because it sets out the rights and responsibilities both we as the landlord and you as the tenant have. Most tenants have either a secure or an assured tenancy. New tenants will often be given a 'starter tenancy' for the first year, and there is a separate leaflet about this.

### Your tenancy



The front page of your Tenancy Agreement shows which Housing Association in The Guinness Partnership is your landlord. Your landlord may have passed responsibility for managing and maintaining your home to another housing association in the Partnership. This is the organisation you will need to contact about the services we provide you with.

The main difference between a secure and assured tenant is how the rent is set. This is explained in Section 03 of this handbook.

Most tenants who moved into their homes after 15 January 1989 are assured tenants. The exceptions are where you have exchanged homes with a secure tenant or you inherited your tenancy from a secure tenant.

If you are unsure about which kind of tenancy you have, speak to a member of your Housing Team.

Whether you are a secure or an assured tenant, your Tenancy Agreement is an important document and should be kept in a safe place.

If you and your partner both signed the agreement, then you are joint tenants, and the Tenancy Agreement applies equally to both of you. If you don't have a joint tenancy but would like one, you should contact your local office to find out if you can change it.

### Changing the tenancy conditions

Before we can change your tenancy we must consult with you. We will give you time to consider the proposals and reply to us about them. For secure tenants we can change the conditions once we have given you four weeks' written notice that this is what we are going to do. For assured tenants the agreement can only be changed if you agree to the change in writing.

As long as you keep to your Tenancy Agreement you can live in your home as long as you want. We can only make you leave after taking the proper legal action and a court has given us a possession order. Different rules apply to starter tenancies.

### We are likely to take action if you have:

- Not paid your rent regularly
- Broken your Tenancy Conditions
- Been a nuisance to your neighbours (this includes the behaviour of your family and visitors in the locality of your home)
- Acted violently towards your partner or family and they have left
- Sublet the property
- Been convicted of using your home for illegal purposes
- Damaged your home or allowed your family or visitors to do so
- Obtained your tenancy on false pretences or by paying



- someone money for it
- A 'shorthold tenancy' and it has expired
  - A tenancy that went with your job and you are leaving or have left the job.

And we can require you to move to another property, if:

- Your present home needs major improvement work which cannot be done unless it is empty
- You live in a home provided for someone with a special need and that need no longer exists, such as an adapted home for a person with a disability
- You have inherited the tenancy but the property is larger than you need.

We will not normally seek a court order without your knowledge. We will keep you informed of our actions and only go to court as a last resort. You can go to court to put your side of the story across but if the judge agrees with us, we can make you leave.

## Your rights

Some rights you have by law (Act of Parliament) and some by contract (your Tenancy Agreement). You can enforce these rights in a court of law.

All tenants have a right to fair and equal treatment regardless of faith, ethnicity, age, gender, gender identity, marital status, sexuality or disability.

Before any changes are made to the way we manage or maintain your home or provide services we will consult with you. We will tell you about our proposals, invite you to comment and consider your views before coming to a decision.

## We will give you information about:

- The terms of your tenancy (your Tenancy Conditions)
- Your rights under Parts IV and V of the Housing Act 1985 (the “Tenants’ Charter for Secure Tenants”) or; your rights as an assured tenant (the “Tenants’ Charter for Assured Tenants”)
- Our legal duty to do certain repairs
- Our lettings and allocations policy including transfer requests
- How we set rents and service charges
- How we will consult you
- How you can get involved in your estate or area and the management of the Partnership
- How you can complain, including making a claim for compensation
- How we deal with harassment or serious nuisance from other customers

## Access to personal information

Ask your Housing Team if you want to arrange to look at, and check, the personal information about you and your family which is on our computers or files. We cannot show you confidential letters written by other people without their consent, under the Data Protection Act 1998, but if you disagree with any of the information, you have the right to correct it or record your disagreement.



- Your right to information about our Annual Report which tells you about our performance as your landlord over the previous year.

### **Getting to know you**

We will ask for information about you and members of your household. We have a duty to collect Equality and Diversity information which means asking you questions about your age, gender, religion, nationality, ethnic background, sexuality and whether you have a disability. We also want to know about language and communication requirements so that we can provide help, information and support when and how you need it.

We collect this information in a number of ways so you may be asked for it over the phone or a member of staff may ask you when they visit your home. Providing the information is optional but if you do it will help us to improve our service to you. We will use and share the information with our partners and contractors to ensure that all our services take account of customer needs and preferences and aren't discriminating against any particular group or section of society.

When we have this information, it means we can make sure things happen in the ways that suit you such as arranging events so that they aren't held during a religious festival, inviting you to specific events that you may be interested in or making sure that we contact you to hear your views about the services we know are important to you.

### **Confidentiality**

We will treat what we know about you and what you tell us, as confidential. The basic rule for all our staff is that information about you should not be passed onto anyone else ('third parties') without your permission.

In certain circumstances we do, however, have a duty to pass on information to relevant agencies. Examples of this would be in a case of child abuse or abuse of an older person. Please ask to see our Safeguarding Policies for more information.

Some application forms state that we may pass on certain information to other organisations for research, or to prevent fraud. You consent to this when you sign the form. See our policy about Confidentiality.



# Making a complaint

## Who can make a complaint?

Anyone receiving or affected by our service can complain to us, although we reserve the right to refuse to deal with complainants who persistently make unwarranted and unfounded complaints. We are committed to taking all comments seriously and processing your complaints efficiently.

This is what you can expect from us...

## Stage 1 When you make a complaint

If we are unable to resolve your complaint straight away it will be recorded and allocated to a relevant member of staff.

- We will acknowledge your complaint in writing within two working days of receiving it and confirm who will be dealing with it
- We will write to you within 10 working days giving a full response to your complaints. The only exception will be when we have agreed an extension to this with you
- If you are unhappy with our response you have 20 days to make an appeal.

## Stage 2 If you have appealed against our decision

If you are unhappy with the stage 1 response you receive, you may advance your complaint to stage 2 of our procedure.

- We will acknowledge your appeal in writing within two working days of receiving it
- Your appeal will be reviewed by a senior member of staff who has not been involved in the initial reply and you will receive a written response from them within 10 working days
- If you are unhappy with this response you will have 20 days to request an independent case review
- You can choose whether you wish to be present at this hearing.



We are committed to providing you with an excellent service but we recognise there may be times when we don't get it right. We welcome complaints as they help us learn more about customers' needs and expectations and give us the chance to continually improve the service we offer.

### Stage 3 Independent Review Hearing

If you are unhappy with the stage 2 response you receive, you may advance your complaint to stage 3 of our procedure.

- We will acknowledge your appeal within two working days of receiving it
- A hearing will be arranged within 30 days of receiving your request and, if you wish to attend, at a date and location agreed with you
- Hearing members are independent of staff, usually Board members and, wherever practical, will include a customer representative
- A summary of your complaint will be shared with the hearing members
- You will receive written confirmation of the hearing's decision within five working days of the hearing
- If you are unhappy with the hearing's decision we will

advise you how to appeal to the Ombudsman.

#### What you can expect from us:

- We will treat your case confidentially and only share any information with your prior agreement
- We will treat all of our customers courteously, fairly and with respect
- We will provide assistance for those who need it, including interpretation, Braille, audio tapes etc
- You have the right to see personal information that we hold about you.

#### You can complain by:

- Visiting any of our offices
- Writing to us
- Completing a complaint form
- Telephoning us
- Emailing us
- Via our website: [www.guinnesspartnership.com](http://www.guinnesspartnership.com)
- Speaking to any member of staff.

### The Housing Ombudsman Service

If you feel you have exhausted our complaints procedure but remain dissatisfied, the Housing Ombudsman can review your case independently. The Housing Ombudsman will expect you to have followed all the stages of our complaints procedure as set out above. Contact details for the Housing Ombudsman are:

Housing Ombudsman Service  
81 Aldwych, London, WC2B 4HN  
Tel: 0300 111 3000  
Minicom: 020 7404 7092  
Fax: 0207 831 1942  
Email: [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)



A copy of our full complaints policy is available from any local office on request. Please refer to the Company information within Section 01 of this handbook for office contact details.

# Compensation

## Complaints about care and support services

Complaints about a registered care service can be made to the Care Quality Commission (CQC) who will look at the complaint to determine the most appropriate response. You can find their contact information on their website [www.cqc.org.uk](http://www.cqc.org.uk) or by calling them on 03000 616 161.

Complaints about a support service can be made to your Local Authority Supporting People Team who will have their own complaints procedures.

## Right to compensation

If we have failed to meet our responsibilities and you have suffered a loss as a result, you may have the right to financial compensation but we only pay compensation for actual loss or damage. Sometimes a claim will be dealt with by our insurance company. If we don't carry out repairs within the time we say they will be done you may also be entitled to compensation.

We expect you to have your own household insurance to cover loss or damage to your own belongings and decorations, unless it is caused by our negligence. Please see our policy statement on Compensation.

We will not pay compensation if the loss or damage:

- Has been caused by your own fault
- Arises from an alteration, installation or repair which you have carried out or arranged yourself, such as an incorrectly installed shower
- Is the fault of another resident, such as water from their washing machine leaking into your home
- Is due to the acts or negligence of someone not authorised by The Guinness Partnership to carry out your works.

If you are asked to move out of your home, temporarily or permanently, so that we can do major building works we will pay your removal expenses and other agreed 'disturbance' costs.

If you are dissatisfied with a decision about a compensation claim then, as with any other complaint or appeal, you should follow our complaints procedure. You always have the right to seek independent advice, for example from a solicitor or Citizens Advice Bureau.





### **Right to Acquire**

Except for properties in small villages or built for people with special needs, homes which we bought or built with the help of a Government grant approved after 1 April 1997 can be bought by their occupiers at a discount. You need to have been a tenant of a housing association, a council or some other 'social landlord' for at least two years, a public sector or housing association tenant before 18 January 2005, or for five years if you have become a public sector or housing association tenant since then. You must also be able to afford the costs involved. Your Housing Team can tell you if your home qualifies.

### **Using your home**

You are expected to live in your home as your only or main home. If you do not do this we could take legal action to make you give the property up, so that it can be let to someone in need of that home. If you have to live somewhere else for more than four weeks you should tell us, otherwise we might assume that you have abandoned your home.

We expect you to live in your home and not usually run a business from there. We would not usually object, for example, to you being a childminder or doing home typing with permission, but we won't agree to you doing car repairs, employing staff or putting in machinery at your home. If in any doubt, please get in contact with us first and discuss with your Housing Team.

Any work from home must not disturb your neighbours or cause a safety risk. You should also check with the Council that you are not breaking any planning or public health rules, before asking our permission.



## Reassigning the tenancy

You can take in a lodger provided it does not cause overcrowding. Your Housing Team will need to know the name, age and sex of the intended lodger. You should be aware that any rent they pay could affect your Housing Benefit entitlement.

### **Succession - inheriting the tenancy**

It is possible, in certain circumstances, for a family member to succeed your tenancy. Please contact your Housing Team to discuss if you would like further details.

### **Assignment or passing on the tenancy**

It is possible, in some circumstances, for you to assign your tenancy to a family member. You may also assign your tenancy if you undertake a mutual exchange. Please contact your Housing Team to discuss, if you would like further details.

### **Lodgers and subletting**

Provided that you are living in the property and have our written permission in advance, you have the right to sublet part of the property. We will only refuse permission for good reasons.

You are not allowed to sublet the whole property then move out. If you do this we will take legal action to recover the property.

Your tenancy cannot be passed onto a lodger or sub-tenant. We are not responsible for finding them somewhere to live if you leave. It is up to you to make this clear to anyone who pays to share your home. You are also responsible for their behaviour, under the terms of your Tenancy Agreement.

The number of people who can live in your home before it is regarded as statutorily overcrowded is called the 'permitted number' and is shown in the insert with your rent swipe card. We try to be generous with our definition so that from the beginning of your tenancy you have a home big enough for your family. We will try to help you with a transfer if your circumstances change.

## Our Service Standards

We aim to provide you with the best service at all times.

These are the minimum standards that you can expect when you make contact with any part of the Partnership. Your Company can provide you with a set of service standards which apply where you live, which will meet or exceed these standards, so you know exactly what to expect. Please contact us using the Company contact information within Section 01 of this handbook.

These are the main standards that you can expect from us:

### If you telephone us:

- We will provide you with the opportunity to speak to someone or leave a voicemail message within 20 seconds
- Our staff and contractors will always give you their name
- If you leave a message we aim to get back to you by the next working day
- When the offices are closed we will inform you of our out of hours service, together with when the offices will be open next.

### If you write or send us an email:

- We aim to provide a full response within 10 working days
- If we are unable to provide a full response within the 10 days we will let you know

who is dealing with your letter/ e-mail and when you can expect a reply.

### If you visit us at our offices:

- We will publish our opening hours on all offices, with our out of hours' emergency numbers
- We will keep our reception areas clean, tidy and welcoming, and we will also provide up to date information
- We aim to see our customers within 10 minutes of them arriving
- If you have made an appointment we will ensure that you are seen on time
- We will provide private interview facilities.

### If we or our contractors visit your home:

- Our staff and contractors will always give their name and show you their identity badges
- When you ask for a home visit we will offer you an appointment
- We will leave a card with details of who called and a contact telephone number if you are not in
- We aim to contact you on the day before if we are unable to make our appointment.

