



**GRAMPIAN**

HOUSING ASSOCIATION LTD

# shared ownership HANDBOOK

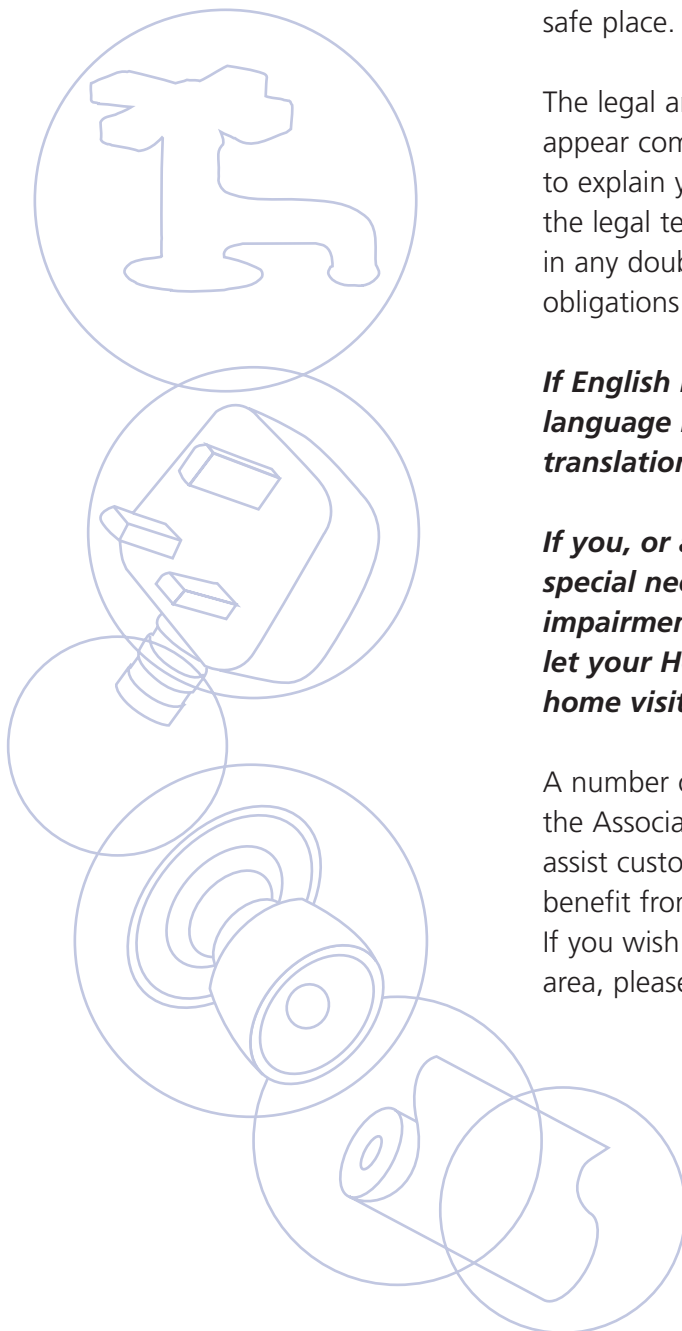
This is your Shared Ownership Handbook. It is issued to every sharing owner of Grampian Housing Association and is intended to be a helpful, easy to use guide on how to get the most out of living in your home. Please keep it in a safe place.

The legal arrangements for shared ownership can appear complicated. The aim of this handbook is to explain your rights, responsibilities and some of the legal terms you may encounter. If you are still in any doubt about your legal duties and obligations please seek legal advice.

***If English is not your first or preferred language let us know if you require translation services.***

***If you, or any member of your household has special needs such as a hearing or visual impairment, or perhaps you are housebound, let your Housing Services Officer know. A home visit can be arranged.***

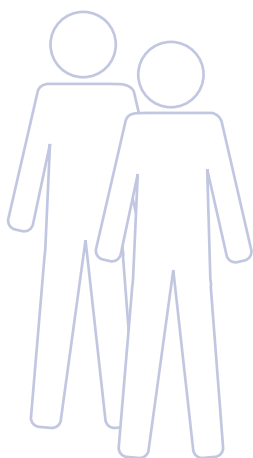
A number of customer groups are registered with the Association. These groups are available to assist customers where they feel that they would benefit from independent advice and assistance. If you wish information on any group in your area, please ask for further details.



# equal opportunities

Grampian Housing Association is committed to ensuring that everyone can access the housing and services it provides irrespective of their race, ethnic or national origin, religion, age, gender, sexuality, physical disability, appearance or marital status. This commitment is equally important in relation to the development and encouragement of customer participation. The Association has adopted an Equal Opportunities Policy that can be made available on request. Some of the actions the Association commits to in striving to achieve objectives regarding equal opportunities are:

- Arranging translation of documents where English is not the customer's first or preferred language.
- Arranging access to translation services to allow face to face discussion with customers.
- Arranging as necessary, facilities where a customer has a hearing or visual impairment.
- Attempting to develop ways in which **all** customers may have an input into service design and provision.
- Liaising with customers directly and with statutory and voluntary bodies which represent those who might feel excluded from services. This includes asking them to assist in policy review and formulation.
- Ensuring that members of the governing body (the Board) and staff are aware of issues relating to equal opportunities and taking action to deliver on objectives that have been agreed.
- Working to ensure that new properties meet the needs of customers in regard to their physical or cultural requirements.
- Taking steps to ensure that offices are accessible to those who may have a disability.
- Ensuring that contractors meet obligations in respect of equal opportunities.



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## fact sheets

In addition to the information contained in this Handbook, we have developed a series of Fact Sheets to give you advice and guidance about the Association's policies and the services we provide in a number of areas, including:-

- Shared ownership
- Factoring services
- Residents' improvements
- Customer groups
- Making a complaint
- Customer participation

To request a copy of any of these Fact Sheets please contact either of the Association's offices listed in this Handbook. The Fact Sheets can also be downloaded from the Association's Web site ([www.grampianhousing.co.uk](http://www.grampianhousing.co.uk)).

## count me in the customer panel



To encourage you to participate in the activities of the Association we have set up *Count me in*. This is a Panel made up of customers who take part in four postal surveys a year on a range of topics. *Count me in* aims to find out if Grampian Housing Association measures up to the expectations of its customers. The feedback is used to help improve standards of service for Association customers.

Panel members are recruited by Housing Plus, Community Housing Consultants. If you are interested in joining *Count me in* or would like to find out more then please contact Housing Plus now on:

**FREEPHONE: 0808 100 1354**

Or apply on-line at **[www.housingplus.net](http://www.housingplus.net)**

Or write to  
**Housing Plus, Freepost SCO3082, Carrbridge, PH23 3BR**  
(no stamp needed)

## introduction

**Shared ownership** is a scheme originally introduced by Communities Scotland (a Scottish Executive agency) to enable people who may not be able to afford to purchase a property outright in the usual way to get onto the ownership ladder. A share of a property can be bought, with a monthly occupancy payment being paid for the remainder owned by the Association.

Grampian Housing Association Ltd (the Association), is a non-profit making organisation registered as a Registered Social Landlord with Communities Scotland under the Housing (Scotland) Act 2001 and with the Financial Services Authority under the Industrial and Provident Societies Act 1965 and the Financial Services and Markets Act 2000. The Association is also a member of the Scottish Federation of Housing Associations. It is a non-profit making organisation, headed by a voluntary Board of Management with the day-to-day running of the Association carried out by professional staff based at our offices in Aberdeen and Elgin.

Grampian Housing Association aims to provide affordable, quality general and special needs accommodation for people in housing need. As well as houses and flats for rent we provide homes for sale or shared ownership through various Low Cost Home Ownership initiatives. Homes are built utilising a combination of grants from Communities Scotland and loans from private lenders.

Our partners include Communities Scotland, the private sector, local authorities and other statutory and voluntary organisations throughout the North East of Scotland. Communities Scotland also monitors the work of the Association to ensure a high standard of service delivery.

Our main office is at Huntly House, 74 Huntly Street, Aberdeen, AB10 1TD. It is open from 9am to 5pm Monday to Friday. However, the main office is closed for staff training from 9am to 11am on the second Wednesday of every month.

The Association also has a branch office at 21 Culbard Street, Elgin, IV30 1JT. The Elgin office is open from 9am to 5pm Monday to Friday but closes for lunch from 1pm to 2pm. A message can be left on the answering machine if you telephone during that time.



## the exclusive occupancy agreement

This is an Agreement between the Association and the sharing owner, giving the sharing owner *exclusive occupancy* rights to the property and setting out the respective obligations regarding the property. This is a legal document, signed by both parties and registered in the Books of Council and Session in Edinburgh. Your solicitor should 'talk you through' the main points of the Agreement before signing.

Some early Occupancy Agreements have slightly different duties/obligations, e.g. payments are reviewed three yearly. If you are in any doubt about your Agreement please seek legal advice.

The main points covered in the Occupancy Agreement can be summarised as follows:

### Sharing owner's responsibilities:

- To accept the property as being in good condition and repair.
- To keep the property and any land or gardens attached to the property in good condition and repair.
- **To be fully responsible for maintenance and repairs.**
- To pay the occupancy payment timeously for the share owned by the Association.
- To ensure that the monthly mortgage payments are always paid.
- To use the property as his/her sole dwelling house only and for no other purpose.
- Not to sub-let the property without the Association's written consent.
- To pay the insurance premium for the building.
- To pay for factoring services, where applicable (see page 12 or request Fact Sheet 9 - Factoring Services).
- To obtain written approval from the Association before making any alterations or improvements to the property.
- To allow the Association the right to enter the property, with prior notice, to inspect its condition.
- To comply with the Deed of Conditions with regard to the use of the property and common parts.

### Association's responsibilities:

- To keep the structure of the property adequately insured.
- To provide factoring services where applicable, e.g. cleaning and landscape maintenance.
- To advise sharing owners of charges.

### The Agreement also sets out various procedures, including the following:

- The procedure for the purchase of further shares.
- The procedure for selling the property.
- Calculation of the occupancy payment, the annual review of the occupancy payment and the procedure should the sharing owner wish to contest the reviewed occupancy payment.
- The procedure the Association can use in the case of default by the sharing owner of any of the conditions.

*If you have any queries regarding the Exclusive Occupancy Agreement, please contact the Association's Sales Co-ordinators (Tel: 01224 202907 or 01224 202915) or alternatively your own solicitor.*

## the occupancy payment or rent element

The occupancy payment (paid to the Association) allows you to have exclusive occupancy of the whole property, even though you only own a share of it.

In addition to your occupancy payment there is a charge for buildings insurance, a management fee (our administrative fee approved by Communities Scotland), possibly a factoring charge (cleaning and maintenance of common areas, etc). There may also be a cyclical maintenance charge that is used to meet the cost of future works like external decoration.

The occupancy payment is set in accordance with the Association's rent setting policy. The rental figure is then discounted by 15% to take into account the fact that the sharing owner is fully responsible for repairs and maintenance.

Payment is usually made by Direct Debit every month in advance. However, in some circumstances, a different method of payment can be agreed upon.

The occupancy payment is subject to annual review.

*If you wish to appeal against the proposed new occupancy payment:*

1. You should give the Association written notice of your intention to appeal no later than four weeks after receiving the review notice.
2. We will explain how the figure is arrived at. (The Association aims to increase occupancy payments in line with its approved rent policy).
3. If the occupancy payment cannot be agreed between us within four weeks of receipt of your notice to appeal, an independent valuer will be approached to fix the occupancy payment. The independent valuer being either:
  - a) a Chartered Surveyor nominated by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors;
  - b) a person nominated by the Rent Registration Service or;
  - c) such other person as may be approved by Communities Scotland.
4. The decision of the independent valuer will be final and binding.
5. The **cost of the appeal** will be allocated between the parties by the independent valuer as he sees fit and this allocation will be final and binding.

- **unemployment/reduced financial circumstances**

If you lose your job or are unable to work due to unforeseen circumstances, having to meet the mortgage and occupancy payments will be a worry. Your lender will have advised you when buying to take out insurance to cover your mortgage repayments and to contact them, as soon as possible, if you have problems meeting the mortgage payments. Similarly, you should contact the Association to discuss how we can help you with ensuring the occupancy payment is paid.

You should also contact the Housing Benefit section at your local council office, as you may be entitled to some Housing Benefit to help meet the occupancy payments. You should find out exactly what you are entitled to as soon as possible in order to avoid getting into financial difficulties.

If you receive Housing Benefit it is your duty to notify both the council and the Association of any changes in your circumstances, which may affect your entitlement to Housing Benefit.

*If you are experiencing financial difficulties, please contact your Housing Revenue Officer for advice and assistance and/or to request a copy of our free handy advice booklet.*

- **bankruptcy/sequestration**

Sequestration is the legal term for the process whereby an individual's property is taken from him or her to meet debts. (The older and more familiar term is 'bankruptcy' and that term is still often used). Sequestration will normally only occur where there are a number of competing creditors and where the total debt exceeds several thousands of pounds. Sequestration is rarely used to recover small debts. It arises most commonly in situations where an individual's business fails, or where the Director or Partner of a Company or Firm has given personal guarantees for the borrowings of the Company or Firm, which are then called up. However, sequestration can also occur where an individual builds up a high volume of personal debt.

If a sharing owner is sequestrated, all assets (with the exception of certain essential household items) are lost. This would include the sharing owner's share of the house, which would have to be sold. Any sums left over after payment to the mortgage holder and the expenses of sale are paid to the creditors. If a sharing owner is sequestrated, he or she generally cannot seek credit for the period of three years (occasionally longer) from the date of sequestration - so that a sequestrated sharing owner would be unable to obtain a new mortgage during that period. Indeed, it may be very difficult for someone who has been sequestrated to obtain a mortgage for many years.

The Exclusive Occupancy Agreement gives the Association the right to terminate the Agreement if the sharing owner is sequestrated. (The Agreement uses the phrase 'apparently insolvent', which is another legal term for bankruptcy).

If the sharing owner is sequestrated, his or her spouse or partner may have the right to remain in the property for a period of time - whether or not the spouse or partner is a party to the Occupancy Agreement. Please seek legal advice if you have any doubts about your rights of occupancy.

- arrears

If you do find yourself in financial difficulties for whatever reason and you get behind with your occupancy payments, it is vital that you contact the Association at the earliest possible stage. Our Housing Revenue Officers are trained to advise you and can help you come to a realistic arrangement to pay off your debt. **Help and advice is always given in confidence.**

Remember that the Association has a Co-operation Agreement with your lender, which means that we will consult with each other should either party wish to take legal action against you in order to recover a debt. As a sharing owner you are obliged to pay both your occupancy payment and mortgage and failure to **pay either** can result in you losing your home.

**Also note:**

- **If your monthly occupancy payment is not paid in full on the due date, interest can be applied at 4% above the Bank of Scotland base rate from the date the payment was due.**
- **If you fail to make or adhere to an arrangement to pay, the Association can apply to the Court to arrest your wages. (As the Occupancy Agreement is a registered legal document the Association does not need to obtain a Court Decree to arrest wages).**
- **As a last resort, your home could be repossessed.**
- **Any legal action could affect your credit record in future.**
- **You would be responsible for payment of legal fees in addition to the arrears balance.**

*For queries or advice regarding the occupancy payment, method of payment or balance of your account, please contact your Housing Revenue Officer.*

# 4

## insurance

Your property **must** be insured under the Association's block buildings policy and the monthly premium for this (which is reasonably priced and usually lower than conventional insurance premiums) is included in your occupancy payment. If you are taking out a mortgage, your lender will want to be sure that the property is adequately insured and we can provide confirmation of this to them. Often lenders will include buildings insurance premium in their repayment quotes so do **be careful you do not pay again and over insure yourselves.**

***There is currently an excess of £100 on all buildings insurance claims. This sum is reviewed on an annual basis.***

The buildings insurance covers the **structure** of the building only. The provision of **home contents insurance** is your responsibility and this should be a priority when you buy a property to give you peace of mind in the future.

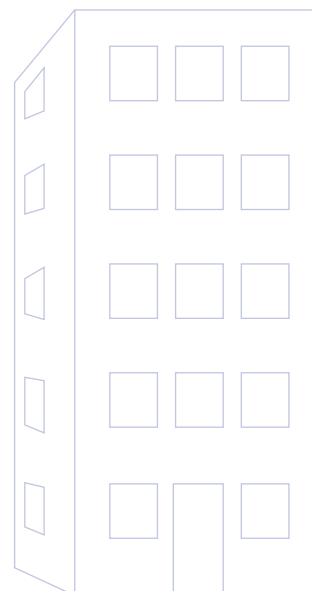
Buildings insurance does not cover maintenance and repairs due to 'fair wear and tear' or other general repair items.

One example of an insurance claim would be storm damage to the roof of your building causing water penetration. Our policy will cover the repair to the roof and making good any damage to the ceiling and decoration. However, your contents insurance should cover any damage to carpets and furniture.

If you live in a **flatted** development, you must pay the Association's insurance charge for your property even if you own it outright.

If you buy **your house** outright you will then be responsible for insurance cover.

*If you wish to make a claim under the block buildings insurance policy, or have any queries regarding the policy, please telephone the Association's repairs line (Tel: 08457 626345).*



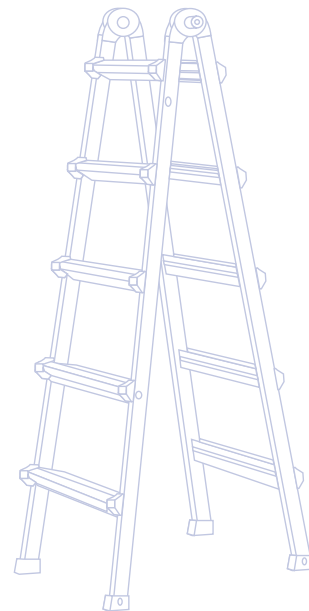
## maintenance and factoring

### • repairs and maintenance

It is important to remember that, as a sharing owner, even if you own only a 25% share and the Association owns the remainder of the property - you are **fully** responsible for **all** repairs and maintenance to your property. Any property purchased from the Association is deemed as being accepted in its current condition - much as if you were buying it on the open market.

However, there are occasions when the Association will carry out repairs:

1. When you are buying a newly built property, there will be a 'defects' liability period, usually for one year, during which you can report problems to the Association and of course the ten year NHBC (National House Builders Council) guarantee should apply if you encounter major structural defects.
2. If you live in a flat **factored by the Association**, common reactive repairs will be carried out by the Association - works covered would include repairs to communal entrance doors, the tenemental structure and the roof. These repair costs are recovered in the factoring charge for which you are responsible.
3. Also, if you live in a flat where the Association **is the factor**, the Association will periodically undertake cyclical repairs - to prevent the property from falling into a state of disrepair. Types of repair covered by this category would include internal decoration to communal areas, external painting, roof works and gutter cleaning. You will be consulted on these and ultimately you will have to pay a contribution to the cost of these works.
4. A number of schemes have a cyclical maintenance charge levied to meet the cost of common repairs and help spread the cost over a number of years.



## • factoring

In many new developments, particularly flatted developments, there is usually a factor appointed who is responsible for gardening, stair cleaning services and arranging any day-to-day repairs to communal areas. In many of the Association's developments the Association itself will act as factor. The charge for these services will be included in the occupancy payment. In developments that are not factored by the Association, a separate charge will be made on each occupant by the factor.

Factoring services will include some or all of the following:

- Provision of a block policy for **insurance** (see section 4 for further details).
- **Stair cleaning service** - the common stairs are cleaned and washed once per fortnight (or more frequently - refer to your scheme's individual Service Level Agreement).
- **Landscaping** - will involve grass cutting, shrub maintenance and litter clearance to communal areas - this will usually involve a fortnightly visit dependent on the season and the type of soft landscaping (again refer to your scheme's individual Service Level Agreement).

### **If the Association is factor of your building:**

All owners/sharing owners in a block of flats will be responsible for a share of the cost of communal repairs carried out to the block, **regardless of the share owned.**

Prior consultation with residents is required for major repairs, as stated in your Deed of Conditions, unless there is an emergency situation, e.g. a roof is damaged by a storm.

There is a duty on all owners/sharing owners to notify common repairs. These and any queries regarding repairs should be phoned through to the Association's repairs line (Tel: 08457 626345). Please make sure you confirm that you are a sharing owner - this helps us process the problem more quickly.

The performance of contractors employed is constantly monitored and reviewed on the basis of inspection of works carried out and customer feedback.

***In-house*** - the Association now employs a number of cleaning staff directly and this work is closely supervised. *However, if you are unhappy with the quality of the service please contact the Factoring Services Officer in the first instance (Tel: 01224 202933).*

***Property inspections*** - Property Services staff inspect properties on a periodic basis to check on their general condition. Proprietors must, however, advise the Association of any outstanding repairs to ensure that all works are checked out and recorded.

***Consultation*** - where major repairs or cyclical works are required, information will be supplied to all residents in written form. Additionally, where there is a residents' association, some consultation may also be channelled through it. Where required or requested meetings will be held to discuss choices, costs and the need for the works. The Association welcomes the involvement of residents in service delivery and is willing to support residents' groups who wish to meet with Association staff to discuss any aspect of our service.

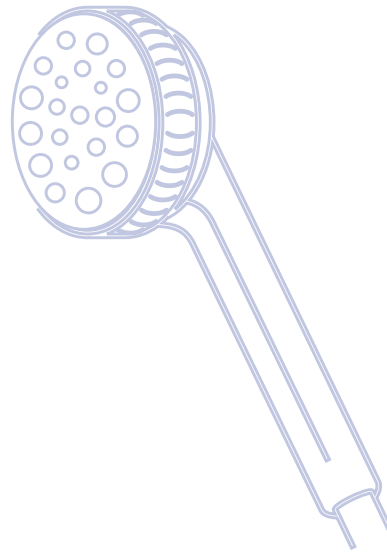
## alterations/ improvements

You **must** request our written permission before carrying out any alterations/improvements to your property, other than normal decoration. We cannot unreasonably withhold or delay permission. In some cases planning and building warrant consent or consent from the developer's feu superior is also required.

Examples of improvements where you would require our consent are:

- installation of a shower
- removal of bath
- tiling of floors
- laminated wood flooring
- erection of a shed, garden fencing
- satellite dishes
- garages
- extensions
- new heating systems
- altering roof space
- new windows, doors, double glazing

Please **write** to the Association's Property Services Manager for permission for any improvements/alterations or telephone our repairs line (Tel: 08457 626345) for further information.



## what happens if I want to sell?

When you have decided you want to move on and wish to sell your share of the property, **the Association has the option to buy-back your share.**

On receipt of your notification that you wish to sell your home we will arrange an inspection of the property to determine if there are any outstanding major repair items. We will also arrange to carry out gas and electric checks to your property and ascertain whether the heating system has been serviced and is functioning correctly. These checks must be completed prior to you vacating your home and any works identified as a result of these inspections and checks will be included in the terms of the sale, with a deduction being made for any outstanding amounts.

We will interview suitable applicants from the centralised waiting list and should a prospective sharing owner be identified prior to you vacating the property we will arrange with the seller to view the property.

Our procedure for buy-backs is as follows:

- First, you must serve us written notice that you want to sell your share.
- We use an informal valuation to give the seller an idea of the likely price of the share, this figure is based on recent sales of similar properties if available.
- We arrange to visit your property.
- We arrange for an inspection of the property to identify any outstanding major repairs.
- We arrange for gas and electric safety checks to be carried out prior to buying back the property (your gas heating system should be serviced annually).
- We arrange for the heating system to be checked.
- We then instruct the formal valuation to determine the price of the share and confirm our intention to buy-back the property to the seller.
- On receipt of the valuation we instruct our solicitors to issue formal offers.
- Date of entry is to be mutually agreed between buyer and seller.

If we do not serve you a counter notice within the timescale prescribed in the Occupancy Agreement (generally 28 days or 40 days, as applicable) stating our intention to buy-back your share, you are free to advertise the property for sale. Alternatively, if the Association indicates that it will not buy-back your share of the property you may sell the property on the open market. Either the whole property or the share that you currently own can be offered for sale on the open market, in which case both parties have to approve any offer received. The resulting proceeds are divided between you and the Association.

*If you have any queries regarding selling your property, please contact our Sales Co-ordinators (Tel: 01224 202907 or 01224 202915).*

## when can I buy another share?

You can buy another share of your property (called 'staircasing') at any time after the first anniversary of the original purchase. Only one 'staircasing' is allowed in any twelve month period. Shares can be bought in multiples of 25%. You can work your way up in stages or go from 25% to 100% in one transaction.

In terms of the Occupancy Agreement, the procedure for buying another share is as follows:

- You can only buy a further share if all occupancy payments and other sums due are paid and if the terms of the Occupancy Agreement have been adhered to.
- You must serve the Association written notice requiring the Association to instruct a valuation.
- The Association must notify you in writing of the valuation within seven days of receipt of the valuer's report.
- You must pay for the valuation.
- The valuation does **not** take into account any improvements made to the property at your own expense.
- The valuation is valid for three months.
- You will be responsible for payment of your legal fees.
- The Association will pay for its legal fees.

*If you wish to speak to someone about buying a further share, please contact our Sales Co-ordinators (Tel: 01224 202907 or 01224 202915).*



## what happens if I separate from my partner?

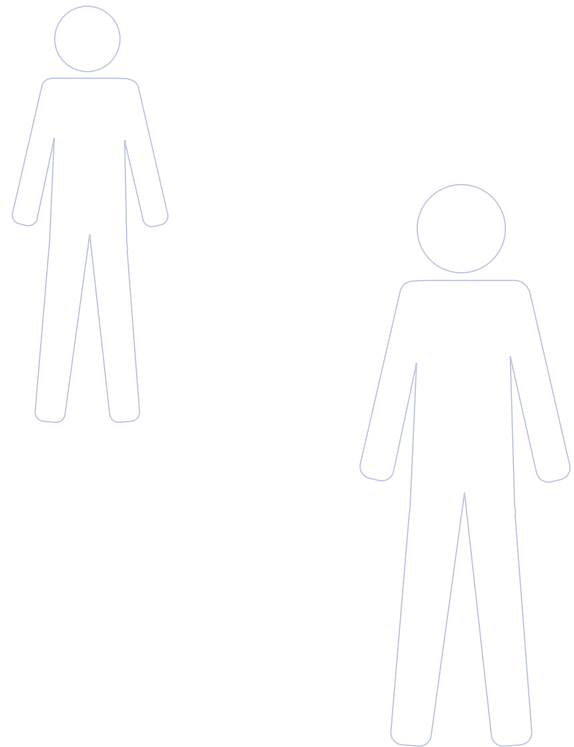
In the case of separation or divorce, one of the most important things couples have to agree on is what happens to the home. If your share is owned jointly by you and your partner, you may wish to transfer the Title into the name of the remaining partner. Bear in mind that both partners are 'jointly and severally responsible' for the mortgage and occupancy payments until the transfer has actually taken place. This means that, even if one partner moves out, he/she can still be held responsible for existing charges up to the date of transfer of Title. The Association, as well as your lender, will want to be satisfied that the remaining partner can afford to keep the house on before agreeing to the transfer. In addition, the balances on the mortgage account and occupancy payment account must be clear prior to any transfer of Title.

You will have to pay legal fees of course and the Association would only agree to the transfer on the condition that we do not incur any cost. As well as transferring the name on the Title of the share you own, a Minute of Alteration to the existing Occupancy Agreement will have to be prepared for the share owned by the Association. You should seek legal advice if you find yourself in this situation.

If, however, you agree the best thing is to sell the property, then you must serve us with notice of this (see section 7 on 'buy-backs'). Both partners will be responsible for occupancy payments and mortgage payments until such time as the property is sold.

***Remember, before giving up any interest that you have in a property, you are strongly advised to seek independent legal advice.***

*For more information about transfer of Title, please contact our Sales Co-ordinators (Tel: 01224 202907 or 01224 202915).*



## 10 sub-letting

You **cannot** sub-let without written permission from the Association.

You can ask for an application form to sub-let which lays out the Association's conditions. Completion of the application form will confirm your agreement to the Association's conditions. If we say yes to you sub-letting the property, agreement is usually for a period of six months or in some cases for a period of twelve months.

*For an application form to sub-let, please contact our Sales Co-ordinators (Tel 01224 202907 or 01224 202915) or your Housing Services Officer.*

## 11 pets

Generally, the Occupancy Agreement for our shared ownership schemes will allow the keeping of one cat and/or one dog **on the condition that the pet does not cause mess, noise or nuisance** to other occupants of the scheme.

***This is provided that there are no further restrictions on the keeping of pets contained in the Deed of Conditions for a particular scheme.***

## 12 neighbourhood issues

Everyone is entitled to enjoy their home in peace without disturbance from neighbours. However, if you are experiencing problems with your neighbours, you might find it useful to read the Association's advisory leaflet on 'Anti-social Behaviour' and how to deal with it (copies can be requested from the Association). If you are unable to sort out any dispute informally with your neighbours the Association's Housing Services Officers or your solicitor may be able to advise you of the options available to you.





## safety and security in the home

Accidents can be avoided by following the simple rules.

### electricity

1. Make sure all plugs are correctly wired. The Association recommends that all electrical appliances are wired by a qualified electrician.
2. Switch off appliances when not in use.
3. Do not overload your power points or use multi-outlet adapters.
4. Always use the correct fuse in your plugs.
5. If you get an electric shock or if you have any electrical problems you should contact a qualified electrician.
6. Before reporting an electrical fault remember to check any trip switches that may have been triggered by faulty appliances or light bulbs.

### fire prevention

1. Keep matches away from children.
2. Never leave a chip pan unattended. Should you leave the kitchen make sure that the heat has been turned off.
3. Do not hang clothes over or around fires, heaters or cookers.
4. At night close all the doors in your home. If a fire should start at home this simple action can give you additional time to get out of your property.
5. Install a smoke detector if there is not already one installed. You should ensure that it is operational by testing it regularly and never leave it without a battery.

*In the event of a fire:*

1. Get everyone out of the house.
2. Call the fire brigade (999).

3. Close all the doors and windows if possible.
4. If your chip pan goes on fire switch off the cooker and try to smother the flames with a damp towel or large lid.

### gas

**It is imperative that you ensure your gas boiler and heating system is serviced annually.** We reserve the right as indicated in your Deed of Conditions to carry out checks on your property to see these works are carried out. If you want you can contact us on our repairs line (Tel: 08457 626345) and we will arrange for our nominated contractor to do this work. However, it will be up to you to pay for this work.

The Association does not permit gas card meters on safety grounds.

Gas leaks are serious and can be dangerous. You should not attempt to deal with any gas leak on your own.

*However, if you smell gas:*

1. Put out any cigarettes.
2. Do not use a naked light or match to find the gas leak.
3. Do not use electrical switches.
4. Turn off the gas at the meter and call Scottish Gas (Transco) immediately (Tel: 0800 111 999).
5. Open doors and windows to let the gas out.
6. Check to see if a tap has been left on or a pilot light has been blown out.

If you wish to install a gas appliance you must get the written consent of the Association first. Approval will only be given if the work is carried out by a CORGI registered engineer and is in full accordance with all current gas and statutory regulations.

The Association reserves the right to turn off the gas supply to any gas appliance in the event of a leak or illegal installation.

## burst pipes

Frozen pipes can burst and cause serious damage to your home. To minimise the chances of this happening you should consider the following precautions:

### before winter

1. Check that your stop tap is working properly, it is normally located under the kitchen sink or in the bathroom.
2. Make sure that everyone in your household knows where the stop tap is and how to turn it off.

### during winter

1. Never leave a tap dripping.
2. If you are going away leave the heating switched on or alternatively switch your heating off and turn off the stop tap and drain off the hot and cold water systems.

*If you have a burst pipe:*

1. Turn off the water at the stop tap.
2. Open all the taps to sinks and baths in order to drain the system.
3. Make sure the water heater is switched off.
4. Switch off electricity if water comes into contact with appliances, connections or wires.
5. Warn neighbours who may suffer damage, as a result of burst pipes in your home.
6. Contact the local water authority or your local plumber.

## security

1. When you go out, close all your windows and lock all doors.
2. Do not leave your door key under a door mat, stone or on a piece of string behind the letter box. If someone is trying to get into your house unlawfully they will know to look in these places.
3. If someone who you do not know calls, you should always ask them to provide identification. Employees of the Association carry identity cards and so should any other representative of a firm or organisation.  
**Do not be afraid to ask to see proof of identity.**
4. Remember to cancel your newspaper and milk deliveries if you go away.
5. In flatted developments please make sure all common doors are closed when you leave or enter the building.



# the association's board of management

## the board and committee structure

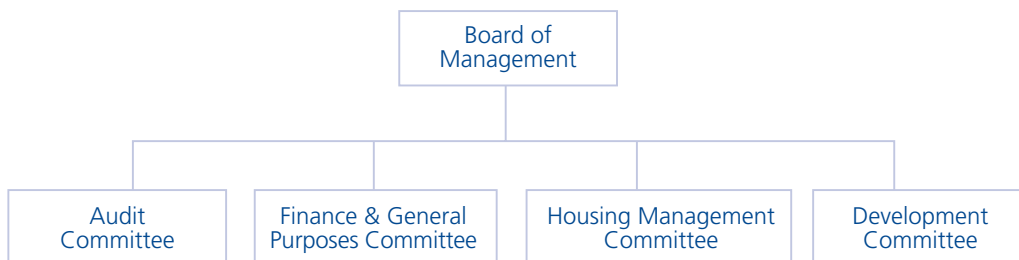
The Association is headed by a Board of Management. Membership of the Board consists of people from the community including sharing owners and tenants who are committed to providing affordable homes for people in housing need. It is voluntary and unpaid. Board members devote a considerable amount of time to the running of the organisation.

## committees

The Board has created specialist committees, which have powers delegated by the Board of Management. These committees deal with the Association's business in housing management, finance, development and major repairs.

## membership of the association

Membership of the Association is available to sharing owners, tenants and others. To become a member you can apply to purchase a £1 share in the Association. Once membership has been approved you have the right to stand for election to the Board of Management and/or to vote for others who wish to stand for or be re-elected to the Board of Management. As a member you will be invited to nominate prospective Board members and to attend the Association's Annual General Meeting. You will also receive a copy of the Association's Annual Report.



## complaints procedure

### 1. why have a complaints procedure?

Grampian Housing Association aims to provide a first class service but there may be occasions when you are unhappy about something related to the services we provide. If this is the case, it is important for you to tell us.

The aim of this Complaints Procedure is to give you clear information on how you can tell us about any difficulties you have encountered.

The Complaints Procedure also gives us the chance to review the quality of our own services and improve them.

Please remember that initially it is often best to deal with a problem informally by speaking with an officer from the Association. Let them know what the matter is about and what you would like done to resolve the issue.

### 2. who can use the complaints procedure?

Anyone who receives, requests, or is affected by a service provided by Grampian Housing Association can use the Complaints Procedure. This could include tenants, people applying for housing, owners or sharing owners and others living in the neighbourhood.

The Procedure is also open to people who may be acting on your behalf, such as a Councillor, Member of Parliament, advice agency or solicitor.

If you belong to a tenants' group or residents' association and would prefer to ask them to help you with your complaint we will be happy for them to contact us on your behalf.

### 3. what can I complain about?

You can complain about any aspect of our service which you are unhappy about, for example:

- If a repair has not been carried out properly.
- If you have not received information you have asked for.
- If you feel that a member of staff, a Board member or a contractor has behaved unreasonably towards you.
- If you feel your housing application has not been handled properly.
- If you feel you have been unfairly discriminated against.

**Please note: Complaints against neighbours will be dealt with under our Neighbour Disputes Policy. However, if you have a complaint about the way we have dealt with a neighbour dispute, then you can use the Complaints Procedure.**

We will always try to deal with complaints sympathetically, but there are some issues we will not be able to give you information about. For example, it would be wrong for us to discuss with you the details of someone else's housing application, as this would be a breach of confidentiality. We can of course talk to you about how our Allocations Procedure works.

## 4. who do I complain to?

A complaint can be referred to any officer of the Association. However, as you are probably aware, certain staff deal with different aspects of the services we provide. Below is a table which gives you examples of this division of work in order to help you to address your problem to the right person.

Department	Deals with	Report complaint to	
Housing Services	Rents, allocations, estate management, lettings	1. Housing Officer 2. Housing Manager	1st stage 2nd stage
Development	New schemes, defects/repairs for first 12 months	1. Development Manager 2. Director of Development	1st stage 2nd stage
Property Services	Repairs, decorating contracts, kitchen replacement works, etc	1. Clerk of Works or Repairs Administrator 2. Property Services Manager	1st stage 2nd stage
Corporate Services	Complaints about members of staff	1. Director of Corporate Services 2. Chief Executive	1st stage 2nd stage
Factoring Services	Communal cleaning and open space maintenance	1. Factoring Services Officer 2. Property Services Manager	1st stage 2nd stage

## 5. the formal complaints procedure

You have every right to make a formal complaint whenever you wish, but in the first instance, if a problem occurs try to talk it over with the relevant officer (as indicated in the table above) and see if the matter can be resolved informally.

### 1st stage

Identify the officer you need to contact from the table above and contact them by phone, email or letter. Make sure you make it clear to them that you are making a complaint. Identify the problem and how you would like it put right. Also, ask them to confirm how long it will take to get the problem sorted out.

### 2nd stage

If you cannot agree a solution with an officer or the problem is not sorted out in the timescale agreed, the next stage is to make a formal complaint in writing or phone their supervisor. Again, make it clear to them that you are making a complaint, explain the problem and how you would like it resolved.

The complaint will be acknowledged within three working days. A further letter will be sent out within ten working days of the receipt of the original complaint to let you know of the outcome.

### 3rd stage

If you are not happy with the outcome you can then use the Appeals Procedure.

You will need to detail your complaint in writing to the Chairman of the Board of Management. Again, this will be acknowledged within three working days.

At this stage you can also request to talk directly to representatives of the Board of Management. This will involve a hearing with at least two Board members at an agreed time and venue. At this hearing you can bring along a friend or adviser, e.g. someone from the Citizens Advice Bureau.

Following this hearing the Chairman or Vice Chairman of the Board will write to you formally, within ten working days of the hearing to let you know of the decision.

If you are not happy with the decision you are able to contact the Scottish Public Services Ombudsman.

In certain limited circumstances and conditions you can appeal to the Sheriff Court where you feel that a decision in respect to the following is wrong:

- An application to take in lodgers.
- An application to assign your tenancy.
- Where your tenancy was repossessed because the Association stated you had abandoned.

## 6. how to contact the Ombudsman

The Scottish Public Services Ombudsman investigates individual complaints against housing associations and housing co-operatives. This is a free and impartial service and a leaflet about it is available from our offices.

The service is available to anyone who receives a service from a housing association or co-operative, or who has applied to one of them for housing. Normally you must have gone through the Association's own Complaints Procedure before the Ombudsman can deal with your complaint.

**Scottish Public Services Ombudsman**  
**4 Melville Street**  
**Edinburgh**  
**EH3 7NS**

**telephone: 0870 011 5378**

**fax: 0870 011 5379**

**e-mail: [enquiries@scottishombudsman.org.uk](mailto:enquiries@scottishombudsman.org.uk)**

**web site: [www.scottishombudsman.org.uk](http://www.scottishombudsman.org.uk)**

## 7. who will know about my complaint?

We will, as far as possible, respect the confidentiality of your complaint. Whilst we are looking into your complaint your name will not be divulged to any more people than is absolutely necessary within the Association.

However, you will appreciate that if your complaint involves another customer or a member of staff it may be very difficult for us to look into this without talking to that customer or staff member. If you ask us not to talk to the customer or staff member we will try to respect your wishes, but it may limit the action we can take to tackle the problem.

It will not normally be possible for us to deal with anonymous complaints, as it is obviously difficult for us to check things with the person making the complaint.

## 8. getting independent advice

We would always hope that a problem can be sorted out informally.

However, you may feel it is important for you to get independent advice before you decide whether to complain to us formally. Advice agencies in this area include:

- Welfare Rights Service
- Citizens Advice Bureau
- Solicitor

## 9. how do we record and monitor complaints?

Complaints can help us as well as you! All formal complaints made to the Association are recorded and reported to the Chief Executive, who will regularly advise the Board of changes or improvements the Association could make as a result of complaints received.

## 10. improving our service to you

Complaints aren't the only way of telling us what you think of the service we provide! We always welcome suggestions on how we can improve things, so if you have any ideas about this please let us know.

## participation

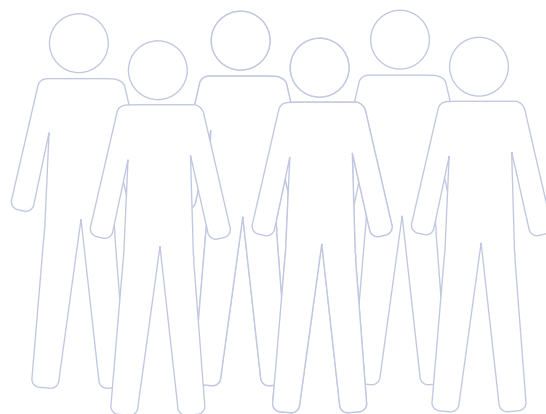
We are committed to ensuring that the services the Association provides reflect the views of our customers as well as to giving you a greater say in the decisions which affect your homes and the areas in which you live. We have developed a Customer Participation Strategy which is designed to provide a clear statement as to how customers can become involved. We believe that good communication is the foundation to effective participation and more information on this subject can be found in Chapter 1 of the Strategy. The Strategy also covers matters such as:-

- Advice and assistance for customers interested in forming a customer group. This includes a handy 'Start Up Pack' which can be supplied on request.
- The role of customers on the Association's Governing body (the Board).
- How the Association will seek customers' views on a regular basis through the use of surveys.
- The creation of *Count me in*, a Customer Panel to secure long term feedback (see page 4 for details of how to join).
- Standards of communication.
- Topics for participation.

The full Strategy is available for reference on the Association's Web site ([www.grampianhousing.co.uk](http://www.grampianhousing.co.uk)) or a copy can be ordered from either of the Association's offices listed in this Handbook.

If you would like to find out more about getting involved then please get in touch. The Association understands that for many this might seem like a daunting task. However, staff are more than happy to give you information if this is all you require or to work with you to find a form of participation that suits you best.

The Association is aware that some customers may only be concerned about their immediate locality or a specific issue. It may be that some customers wish to form a local customer group and the Association will support any such groups. If you are interested in finding out more about this please contact your Housing Services Officer.



## glossary of terms

**Capped Rate** - this is a mortgage deal where the interest rate cannot rise above a certain level for a certain period (such as three years) but you usually get the benefit of any fall in interest rates.

**Caveat Emptor - 'let the buyer beware'** - the principle that the buyer accepts a property as it is seen.

**Conclusion of Missives (or Bargain)** - the point where the property sale becomes binding. This is when an offer has been made and accepted, normally between your solicitor and the other party's solicitor.

**Conveyancing** - the legal work involved in selling and buying property, after the bargain has been concluded. This includes getting the Title Deeds and examining them to make sure there are no problems, checking any legal conditions or restrictions affecting the property and preparing the necessary documentation to ensure that you get ownership of the property.

**Co-operation Agreement** - this is an Agreement between the Association and your mortgage lender. Basically, the Agreement obliges the Association to co-operate should the lender wish to take legal action in the case of default by the sharing owner and vice versa.

**Date of Entry** - the date when the sale of the share is completed. The money is handed over in exchange for the keys and the Exclusive Occupancy Agreement applies from this date.

**Deed of Conditions** - most developments have in place a Deed of Conditions imposed by the developer. This is a document that sets out various conditions to be adhered to by all occupants of the development. Although the conditions tend to be of a restrictive nature, they are intended generally for your benefit and are there to preserve the amenity of the development. Provision is made for maintenance of common areas, factoring services and major repairs. There will generally be a clause stating that the consent of the developer as well as planning consent, will be required before any alterations can be made. Typical other clauses restrict the keeping of pets, the parking of caravans and commercial vehicles and the height of hedges/fencing, etc.

**Disposition** - the document that transfers ownership of a property or a share of a property from the seller to the buyer.

**Equity** - the total value of your share, less the amount of the mortgage. For example, if your 25% share is worth £15,000 and you have a mortgage of £14,000, equity on the share is £1,000.

**Feu Superior** - an individual or the builders of a development (sometimes the Association) who retains some rights from the original sale of the property and who has to be consulted before certain changes can be made (e.g. erection of satellite dishes, the colour of the external paintwork). The Feu Superior normally imposes a Deed of Conditions where these conditions are set out.

*Note that under recent legislation 'Feu Superiorities' are soon to be abolished in Scotland, but many of the obligations set out in the Deed of Conditions will continue to apply to your home.*

**Fixed Rate** - this is a mortgage deal where you can be certain what you will be paying every month for a certain period (say three or five years). A fixed rate will protect you from any rise in interest rates but you will not benefit if interest rates fall.

**Indemnity Fee** - the charge that Banks/Building Societies levy to insure themselves in the event that you default on your mortgage.

**Missives** - is the legal name for the binding contract letters between buyer and seller. The missives regulate the conditions of the transaction, including the price, the entry date and the granting of Title. Once missives are exchanged, the *missives are concluded* and the parties are committed to the contract and if a party breaks the contract they will be liable for any loss incurred by the other party.

**Mortgage** - a loan to buy a property or share of a property. The property acts as security for the loan and so can be repossessed and sold if the mortgage repayments are not made.

**Mortgage Code** - a code of practice to protect borrowers. If you are using a mortgage broker or financial adviser, make sure they follow the Mortgage Code.

**Mortgage Term** - the length of time over which the mortgage will be repaid.

**NHBC Guarantee** - a guarantee offered by the National House Builders Council to cover major defects to the structure of a building for ten years after construction, provided that the builders are members of the NHBC.

**Offer of Advance** - the formal offer of a mortgage from a lender.

**Redemption** - the paying off of the mortgage.

**Redemption Fee** - the charge some lenders make if a mortgage is paid off early.

**Settlement** - when the ownership of the property is finally transferred and paid for in full, the sale has settled.

**Term Assurance** - life insurance to pay off a mortgage if the borrower dies.

**Title Deeds** - legal document proving property ownership. The Title to the share you have purchased will be held by your lender if you have a mortgage. If you have bought the share with cash, your solicitor will normally hold the Title in safe keeping.

**Standard Security** - the legal agreement between borrower and lender, which gives the lender the right to repossess and sell a property if the mortgage repayments are not kept up-to-date. The standard security prevents the property from being sold on without the lender's consent.

**Variable Rate** - a mortgage where the repayments will fluctuate according to any changes in the interest rate (a discounted variable rate will also fluctuate but will be a certain amount, e.g. 2%, below the interest rate).

**Independent Financial Advisers** - Financial Advisers who are not attached to one organisation and can recommend a range of products.

## useful addresses

### **Citizens Advice Bureau (also Debt Counselling)**

#### **Aberdeen**

47 Market Street  
Aberdeen AB11 5PZ  
Tel: 01224 586255

#### **Banff & Buchan**

Town House, Broad Street  
Peterhead, Aberdeenshire  
AB42 1BY  
Tel: 01779 471515

#### **Moray**

30-32 Batchen Street  
Elgin IV30 1BH  
Tel: 01343 550088

### **Benefits Agency**

Please refer to your phone book for the phone number of your local office.

### **Aberdeen Counselling & Information Service (ACIS)**

44 Castle Street  
Aberdeen AB11 5BB  
Tel: 01224 573892

### **Shelter Scottish Campaign for the Homeless**

Greyfriars House  
Gallowgate  
Aberdeen AB10 1LU  
Tel: 01224 645586

### **Aberdeen Community Mediation Services**

110 Crown Street  
Aberdeen AB11 6HJ  
Tel: 01224 560552

