

Sharing Owners Handbook

October 2022



The information contained within this booklet is for guidance only and does not constitute any part of a contract.

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1 INTRODUCTION

1.1 How to contact us

Email: housing@eildon.org.uk

Online: www.eildon.org.uk

Phone: 03000 200 217

Head office: The Weaving Shed
Ettrick Mill
Dunsdale Road
Selkirk
TD7 5EB

Facebook: [Facebook.com/EildonHousing](https://www.facebook.com/EildonHousing)

Twitter: [@EildonHousing](https://twitter.com/EildonHousing)

Opening times:

Mon, Tues & Thurs 8.45am - 5pm

Wed 10am - 5pm

Friday 8.45am - 4pm

1.2 The Association

Eildon Housing Association was founded in 1973 and has charitable status. From its base in the Borders, Eildon Housing Association works in partnership with local communities and others to provide a wide range of affordable and secure quality homes and related support/care services for those in need.

1.3 Structure of the Association

The Association is managed by a voluntary Board of up to fifteen people, drawn from all walks of life throughout the Scottish Borders. The Board is elected annually from the membership of the Association and meets regularly to establish policy and monitor progress.

1.4 Membership of the Association

It is easy to become a Member of the Association. All the details and a straightforward application form are available from our office. Becoming a member only costs £1 and entitles you to vote at the Annual General Meeting and stand for election to the Board. This would allow you to contribute to ensuring that sharing owners' views are included in the decisions which the Board takes. Once your application has been approved by the Board, you will receive a share certificate confirming your membership of the Association.

There are several other ways to get involved including our customer panel, scrutiny sub group, development representatives, local residential groups and customer opinion groups. If you would like further information please contact our Customer Engagement Officer on **03000 200 217** or email housing@eildon.org.uk.

1.5 Information in other formats

This document is also available in other languages, large print and audio format upon request.

2 YOUR RIGHTS

2.1 What is shared ownership housing?

You own a share in your house and Eildon Housing Association owns the remainder. There are some very important differences between you as a sharing owner, and our tenants. Your rights and responsibilities are much more similar to those of outright house owners than to people renting their homes.

The rights and responsibilities of both yourself and ourselves are contained in the Occupancy Agreement you signed when you bought the share in your home. Most of the information in this handbook is based on the Occupancy Agreement.

If there is any question or dispute between you and us about rights and responsibilities, then you and your solicitor will need to refer to the Occupancy Agreement.

One of the most important responsibilities you have is to organise and pay for your own repairs. In recognition of this, the rent for your property is lower than would be the case if we were organising and paying for repairs on your behalf.

2.2 Getting the correct advice

We realise that the legal documents that you have to sign to become a sharing owner, are lengthy and full of legal jargon. We hope this handbook helps to clearly explain your rights and responsibilities. We are also more than happy to give you any further information by telephone in writing, or face-to-face if you call at our offices, or request a home visit. We will always try to explain and guide you on the handbook's contents.

We cannot stress enough however, that when you become a sharing owner you sign legal papers. The obligation for making sure you know and understand your Occupancy Agreement is your own.

Making sure you receive the correct advice in signing or interpreting the Occupancy Agreement is the final responsibility of your solicitor, rather than Eildon Housing Association.

2.3 Rights and Responsibilities

On the following table the asterisks show the main rights and responsibilities of sharing owners and Eildon Housing Association as a factor. Sharing owners have in terms of their responsibilities the same obligation placed upon them as outright owners. Where a development has common areas either in terms of external environment or a common structure e.g. stairwell, Eildon Housing Association will have responsibility for organising these services and collecting payment for the works carried out.



Responsibilities	Sharing Owner	Eildon HA Factor
Cost of all repairs	✓	
Organising internal repairs	✓	
Organising some common repairs to the structure, and the immediate environment around your home		✓
Paying for common repairs	✓	
Organising common services e.g. Stair cleaning, landscape maintenance		✓
Paying for common services e.g. Stair cleaning, landscape maintenance	✓	
Safety of your family in and around your home	✓	
Moving house and selling your share NB we may be able to help in arranging for someone to buy your share	✓	
Resolving serious neighbour disputes	✓	

2.4 Moving house and selling your share

If you wish to move house, you cannot simply give us one month's notice and then move out. Moving house when you are a sharing owner, is similar to the process of selling a house.

There are a set of procedures for selling on your share, which you must follow. These are explained below.

If you intend to sell your share, you are quite entitled to make your own arrangements for marketing and advertising the share, and for identifying someone to buy your share. Please note however, that you cannot conclude a sale before you have notified us who intends to buy your share.

We are entitled to reject the proposed sale, and to insist that you find another person to buy your share. In practice this is a power we rarely use. It does however, protect us from inheriting a new sharing owner who may have poor housing references – for example through being responsible for problems of anti-social behaviour in the past.

You need to approach us first if you intend to sell your share. We can give advice which should make the legal process easy to understand.

2.5 Selling your share to the Association

We have a first option to buy your share back. We will write to you within 28 days to let you know whether or not we wish to exercise this right. If we don't reply within 28 days of your letter, you have an automatic right to sell your share on the open market. We are not obliged to buy back your share and unless there are exceptional circumstances.

2.6 Open Market Sales

Within 28 days of receiving a written notification of intention to sell, the Association advises the sharing owner that it does not wish to exercise its option to buy back and will join in an open market sale of the property for a price not less than the market value, excluding the value of any furnishings, carpets etc. and seeks the best price which can reasonably be obtained. This letter also requires the sharing owner to confirm agreement to the valuer proposed by the Association to establish the market value and to meeting the cost of this valuation.

The District Valuer, or other mutually agreed valuation surveyor, is asked to provide a current market value to be notified by the Association to the sharing owner. The sharing owner is responsible for marketing the property through his/her solicitor or estate agent.

Offers to purchase will be made to the sharing owner's solicitor, who will require the approval of the Association, through its solicitor, prior to accepting a price or agreeing a date of settlement.

When an offer has been accepted, the sharing owner's and Association's solicitors conclude the transaction. The date of settlement must allow approximately one month.

The free proceeds of the sale are divided between Association and sharing owner in accordance with their respective interests. In the event of such proceeds being less than the valuation of the property at the time of initial sale, both parties shall bear the loss of equity pro rata.

The sharing owner is responsible for occupancy charge payments up to the date of settlement.

2.7 Legal procedure in selling your share

While we should be able to give you good advice to steer you through the process of selling your share, you will have to remember however, that buying and selling shares in houses is a legal process.

You will require a solicitor to represent your interests, and you will have to pay fees for this service.

Please remember that your solicitor – rather than the Association – is the person who will give you expert legal advice and who will ultimately be responsible if anything goes wrong with your proposed sale.

You should also remember that you will be responsible for paying all your own solicitor's costs, if you decide to sell the share of your house. We will do everything we can to make sure the process is as smooth and quick as possible. However, it will normally take longer than giving up a rented house. You should bear this in mind if you are planning to move home.

You will also need to keep your lender informed of your intention to sell your share and move house.

2.8 Separation of joint sharing owners

We have set procedures if you and your partner are about to break up or have separated and were originally joint sharing owners.

If one of you wishes to stay in the property and there is a dispute as to who it should be, this is a matter which you will have to sort out yourselves. If necessary, you may both have to involve solicitors.

We have no powers to get involved in situations like this.

You may have reached an agreement about who is to stay in your house. It may be that your wish is to legally separate your interests in your shared ownership house. Your solicitors may have advised you to try to have the title changed, so that the person staying in the house becomes the sole sharing owner.

In such a situation, you will need to ensure that both your lender and the Association have no objections to this change. We will want to speak to whichever of you wishes to become the sole sharing owner, so that we can be sure you will be able to pay the occupancy charge. We will normally make it a condition of our consent that any arrears or other housing related debts are cleared, before we will approve a change from joint to sole sharing owner.

If you wish to change your title from joint to sole sharing owner, please write to us. If all parties are agreeable, we will arrange for a Minute of Agreement to be drafted by our solicitors. This legal document transfers interest to the proposed sole sharing owner. You will need to pay for the costs of preparing this Minute of Agreement.

You will also have to contact your lender to obtain their agreement. They may also require you to amend legal documents to separate joint interests in your loan or mortgage.

2.9 Buying further shares in your home

Sharing owners can buy further shares in their homes in 25% slices (usually called tranches). If you wish to buy a further share, we can advise on the procedure. You will of course require a solicitor to represent your interests.

You are not limited to buying 25% shares at a time. If for example you own a 25% share at the moment, you are quite entitled to buy the remaining 75% all at once to become an outright owner. This will obviously depend however, on your ability to raise an extra mortgage or loan. This process is referred to as 'staircasing'. Each staircasing step will automatically reduce the amount of occupancy charge.

You can only buy an additional share if it is at least twelve months since you last bought a share in your house.

If you wish to proceed, you will firstly have to write to us. You will need to arrange for an independent valuer who is a chartered surveyor to value your house. We may be able to assist with giving you a list of companies you can approach. They will undertake a market valuation and will provide us with a copy of this report. We will then write to you to let you know the valuation amount of the share you wish to purchase. You should remember that you will have to pay the valuer's fee for carrying out the valuation.

If the valuation is acceptable to you, and provided you can secure finance to buy the additional share, you should then write to the Association to inform us that you wish to proceed with the purchase. We will then contact our solicitor to liaise with your solicitor to finalise the sale of the share. You pay your own legal costs, and the Association pays for its own legal costs.

Once your transaction has been completed, we will make the necessary adjustments to your occupancy charge to reflect the reduction of our percentage share in your property.

2.10 Lodgers

You must ask for written permission to take in a lodger. We will usually want to make sure that if you take in a lodger, this does not lead to overcrowding. Apart from our permission however, you will also require permission from your lender.

2.11 Leasing

If you are to be away from your house for a short time you may want to rent it out to someone else.

You must ask for written permission from the Association to do this. We will insist that any such arrangement must be formal. We will want to know all of the proposed terms of the lease. We will also want to see a copy of the proposed lease prior to its signature by your lessee. We will usually encourage you to seek help from a solicitor in drafting a lease.

Careful consideration will be given to the circumstances of the proposed lease before agreement is reached. If it is clear that you are unlikely to return to your house, and that there are people who wish to become sharing owners in the locality of your house, we will encourage you to sell your share.

As the sharing owner, you – and not the person to whom you have leased your house – will remain responsible for making sure that the occupancy charge continues to be paid to the Association during the period of the lease. It will be your responsibility to make sure that the lessee keeps to all the conditions laid out in your Occupancy Agreement.

If you decide not to return to your home, you should contact us to begin the process of selling your share. In such a situation you will be required to terminate the lease in accordance with its terms, and with all legal requirements, before your share can be sold.

You should also note that apart from our permission for a lease you will also require permission from your lender.

2.12 Assignment

Assignment is a legal way of signing over all your interests in your house – your ownership, your rights and responsibilities – to someone else. If you wish to do this, please note that you cannot legally assign without the Association's permission. Again, you will need to remember that as well as the Association's permission for an assignment, you will also require permission from your lender.

Again, if it is clear that there are people who wish to become sharing owners in the locality of your house, we will encourage you to sell your share rather than consent to the assignment of your share.

2.13 Running a business from home

Generally, planning requirements and conditions attached to the building of your house are likely to prohibit you from running a business from your home. However, if you want to work from home, and could do so without disturbing your neighbours, it may be possible to get permission for your business. For further information, contact us on 03000 200 217.



3 OUR SERVICES

3.1 Estate management – our services

We may be able to assist with the following:

- Advise on occupancy charge payments and help you to make arrangements to pay any arrears.
- Give you advice on your rights and obligations under your Occupancy Agreement.
- Administration and advice on moving house and selling your share in your home.
- Administration and advice on buying additional shares in your home.

3.2 Resolving neighbourhood issues and disputes

The basis on which we can manage the properties in your neighbourhood relates to the rights and responsibilities in your Occupancy Agreement. The main rights and responsibilities are outlined in this handbook.

Our ability to manage issues which affect more than one shared ownership household, including neighbour disagreements and anti-social behaviour, are very limited. Unlike our tenants, there is nothing in Sharing Owners' Occupancy Agreements which would allow us to consider court action or repossession of property in serious cases of anti-social behaviour.

We can however assist in trying to resolve problems. The Local Authority Antisocial Behaviour Unit and Mediation Service may also be able to help. In serious cases we may ultimately advise you and your neighbours to seek legal advice to resolve the problem.

3.3 Running your own services

We recognise that owners may wish to become involved in organising their own services. It may be, for example, that you and your neighbours wish to improve the door entry system to your properties, or to arrange for your own grounds maintenance services. We may be able to assist in an advisory capacity in this area.

3.4 Getting involved in the community

We try to encourage residents to get involved in their community and the running of the Association, so that they can have a say in the services and issues that affect them, their home and neighbourhood.

We are happy to provide information on our policies and procedures to ensure residents are able to participate in the work of the Association. We are also continually exploring new ways of allowing residents to influence the development of our policies and practices. If you would like to find out about any Resident Groups in your area, or are interested in setting up a Resident Group, please contact us. We will provide you with as much information assistance and encouragement as possible to get you started.

4 YOUR HOUSING COSTS

4.1 Occupancy charge and mortgage/loan

Your housing costs are made up of two payments. You will make a monthly payment to your bank or building society for the mortgage or loan you have on your house, and you pay the Association an “occupancy charge” for the part of the property we own.

Your occupancy charge covers our costs for providing services. It also contributes to paying off the loan we initially raised to fund part of the cost of building your house.

The amount of your occupancy charge is however automatically lowered to take into account the fact that we do not own all of your house. Further deductions are made in recognition of your responsibilities for paying for repairs and maintenance.

4.2 Co-operation Agreements with banks and building societies

The rules under which we are able to provide shared ownership housing, require us to enter into Co-operation Agreements with your lender. This will usually be the building society or bank which gave you your mortgage or loan for your share of the property.

The Co-operation Agreement obliges both us and your lender to act together if there are serious arrears of your occupancy charge, mortgage or loan.

If a sharing owner keeps up to date with mortgage payments but allows rent arrears to build up, as a last resort, we would inform the lender of the situation. Even if there were no mortgage arrears they would be compelled to act with us in taking action – including legal action – to force a sale or repossess the property.

4.3 Paying your occupancy charge

Your occupancy charge is due monthly in advance, on the first calendar day of each month.

Your occupancy charge is subject to annual review. You will be given at least four weeks advance notice of any change to occupancy charge and service charges.

We would strongly encourage you to pay your occupancy charge by direct debit. We also insist that this is paid monthly in advance, in line with the terms of your Occupancy Agreement.

4.4 Housing Benefit (housing element of Universal Credit)

Sharing Owners on a low income may be entitled to receive Housing Benefit or the housing element of Universal Credit to help pay their Occupancy Charge.

You will have to remember, however, that Housing Benefit (or the housing element of Universal Credit) can only be awarded on the Occupancy Charge – and not on the mortgage or loan payment for your house.

For more information about applying for benefits, visit our website or contact us by telephone or e-mail, Scottish Borders Council or your local Citizen’s Advice Bureau.

We will do our best to help you, and may be able to advise you on budgeting or benefits. However, we cannot accept any persistent arrears. You will be expected to agree and maintain a mutually acceptable arrangement with us to clear any debt.

How do I make a claim?

Contact Scottish Borders Council, at <https://www.scotborders.gov.uk/> or call their Customer Advice and Support Service on 0300 100 1800 and ask for an application form.

How much benefit will I get?

The amount of benefit you get depends on the amount of money coming into your house, plus any savings you have. The number and ages of the people living in your house is also taken into consideration.

What if my circumstances change?

If the information you have given on your Application Form changes, you must tell the Council immediately. Changes such as a rise in your wages, or someone moving out of or into the house, may affect the amount of benefit you get. Review forms are sent out from time to time, and you must make sure you complete and return these or your benefit may be cancelled.

4.5 Arrears

Non-payment of your Occupancy Charge is a serious matter and could lead to you losing your home, or to the Association compelling you to sell your share. This would require you to vacate the property. If you are getting into difficulty, please contact us as quickly as possible.

We place great emphasis on early contact in arrears cases. This helps sharing owners and the Association to sort out problems quickly before arrears levels get too high.

How to get help

When you contact our staff to discuss arrears, arrangements will be made for you to pay off what you owe in regular manageable amounts. These amounts will depend on how much you owe and how much you have coming into the house after you have paid essential bills.

Our staff can also help to ensure that your income is maximised and provide advice on budgeting.

Further action

If you do not contact us, or keep to your arrangement for repayment, we will contact your lender and agree a course of further action to be taken against you. We may consider a range of options. This could include arrestment of wages to clear arrears. In some cases we will compel you to sell your share either to us or normally on the open market. In other situations we may take joint legal action for recovering your home if necessary. You will also have to pay all legal expenses incurred. Neither we nor your lender will take any of these types of action if you make and keep an arrangement for paying what you owe us.

Please remember also that neither we nor your lender wishes to see evictions or arrestment of wages taking place. If you are falling into debt, please contact us as soon as possible. Don't bury your head in the sand, the situation will only get worse! You will find that our staff are genuinely keen to help and advise – and together the problem can usually be sorted out.

4.6 Service charges

In housing developments containing common areas such as landscaping or paving, and stairs to flats, we normally arrange for the maintenance and cleaning of these areas. To pay for this, we set service charges every year. These are payable with your occupancy charge, and provide us with the money required for these services. You are charged only for the cost of providing these services. Sharing owners are notified annually about changes to services charges.

5 PROPERTY MANAGEMENT

5.1 Repairs and maintenance responsibilities

Sharing owners are responsible for all the repairs and maintenance carried out to their homes, and for their share of the maintenance and upkeep of any communal areas.

Sharing owners are therefore obliged to arrange and fund all repairs works. Dependent upon the nature of the development Eildon Housing Association may be appointed as factor. The appointment of the property factor will be covered in the Deeds of Conditions.

5.2 Common maintenance services for sharing owners

Eildon Housing Association will undertake on a rechargeable basis works which broadly falls into the following categories:

- Ground maintenance
- Cleaning of common areas

5.3 Common repairs

Where the property comprises flats with areas which are common to two or more properties Eildon Housing Association will organise and recharge for common repairs. Common Repairs are defined as works required to roofs, external walls, the external environment, and stairwells, which are not exclusively for the use of one household.

In addition to common repairs we will also organise and recharge for cyclical repairs such as gutter cleaning and roof servicing.

For houses, we will take responsibility only for organising external repairs where these involve a common feature – primarily external environmental repairs or maintenance.

Regardless of whether you live in a flat or a house, as a sharing owner you are responsible for arranging your own internal repairs.

You and your neighbouring sharing owners will be recharged for your share of the costs of any common repair work which we organise.

5.4 Insurance

There are two types of insurance which need to be arranged for your home – buildings insurance and contents insurance. We will arrange buildings insurance, and that you are required to arrange your own contents insurance.

The building insurance arranged by us covers the cost of the major repair work should there be structural damage to your home. Your share of the payments of the premium for arranging this insurance cover is included in your occupancy charge. If you staircase up to outright ownership you will require to ensure that the building is insured. Building insurance can be arranged through the Eildon Housing Association.

6 **NEIGHBOURHOOD SERVICES**

6.1 **Rubbish collection**

The Association ensures that where necessary, bin storage facilities are provided for all of its properties. We would appreciate your help in making sure all your refuse is put in your bin and that the bin is kept in any storage area that has been provided.

Scottish Borders Council will collect larger items of rubbish such as furniture, washing machines etc. The Council may make a charge for this service.

Sharing owners are expected to ensure that any bin storage area is kept clean and tidy.

6.2 **Gardens**

You are responsible for looking after any garden for your exclusive use.

7 **SAFETY IN THE HOME**

7.1 **Gas central heating and boilers**

If you have a gas central heating system, or if you use a gas cooker, we would remind you that the safety and maintenance of these systems and appliances is your responsibility. We would strongly urge you to make sure that your system is serviced annually, as there can be dangers – such as carbon monoxide poisoning – from systems which are not working properly or are not serviced regularly.

Please make sure that any tradesman or contractor you arrange to carry out any repairs or maintenance to gas systems is properly Gas Safe registered to carry out this work.

7.2 **Gas leak:**

1. Telephone Scottish Gas on the Emergency number 0800 111 999
2. Put out cigarettes and do not light matches
3. Do not use electricity switches or mobile phones (in case of sparks)
4. Switch off all gas appliances
5. Open windows and doors
6. Turn off the pilot light and the main gas supply
7. If you live in a flat with a secure door entry system, open the door into the common close

Find out now where the mains gas service valve is in your home. It is usually near the gas meter.

7.3 **Electricity**

You are responsible for making sure your electrical systems are safe, and any repairs are carried out, is yours. However, we hope the following advice is helpful.

If all the power in your house goes off, check your circuit breakers. These are located in the electrical control unit, usually in a cupboard near the kitchen or in the hallway or porch.

If problems continue, or if you have any concern at all about the safety of electricity in your house, we would suggest you contact a qualified electrician immediately to check your electric system.

7.4 Smoke Alarms

Please also ensure that you regularly check your smoke alarms are working properly. Bear in mind that it is your responsibility that the whole smoke alarm system is safe and in line with current regulations.

7.5 Frost Protection

During cold weather, you can avoid frost damage and burst pipes by following these steps:

1. Set the thermostat on your heating to at least 10 degrees centigrade (50 degrees Fahrenheit) and leave the thermostat at this level while the cold weather persists. This should keep your home reasonably warm.
2. Leave the doors into each room open – this allows warm air to circulate.
3. Let friends, relatives and neighbours know if you are leaving the house unattended for any time if you intend to switch off the heating. You should also let them know how to contact you or gain access to your house if there problem.

7.6 Burst or frozen pipes

If you have a burst pipe:

1. Turn off the water at the stopcock
2. Switch off the electricity at the mains if the water comes into contact with electrical fittings or wiring.
3. Switch off any water heaters
4. Switch off the central heating system
5. Turn on all taps to drain system and turn off once system drained
6. Call our office or our emergency number – even if it's not our responsibility to deal with this, we may be able to advise you on getting help to organise a repair
7. Warn all the neighbours – they might suffer damage.

If you have a frozen pipe:

1. Turn off the water at the stopcock
2. Switch off the water heater
3. Turn off all the taps
4. Call a qualified plumber for further advice

7.7 Improvements and alterations

If you wish to carry out improvements or alterations to your house – such as installing a shower, or putting up a shed – then you should first seek our permission before making a start. All reasonable requests will be considered and advice given on how to proceed.

7.8 Altering your house for medical reason

If you require to have an alteration to your house on medical grounds – such as putting up handrails in bathrooms and replacing baths with showers – you may qualify for grant assistance from the Council.

If you require this help, you should first contact an Occupational Therapist at the Council's Social Work Department. They will carry out an assessment, and make recommendations about what is required. After this, you will need to contact the Council's grants Section to ask whether you qualify for a grant and, if so, how much assistance can be given.

8 COMPLAINTS PROCEDURE

We are committed to providing high quality customer services. We value complaints and use information from them to help us to improve our services. If something goes wrong or you are dissatisfied with our services, please tell us.

We regard a complaint as any expression of dissatisfaction about our action or lack of action, or about the standard of service provided by us or on our behalf.

8.1 What can you complain about?

You can complain about things like:

- failure or refusal to provide a service
- inadequate quality or standard of service, or an unreasonable delay in providing a service
- delays in responding to enquiries or requests
- unfairness, bias or prejudice in service delivery
- lack of provision, or the provision of misleading, unsuitable or incorrect advice or information
- a repair that has not been carried out properly or in an agreed timeframe
- dissatisfaction with one of our policies or its impact on the individual
- failure to properly apply law, procedure or guidance when delivering services
- failure to follow the appropriate administrative process
- conduct, treatment by or attitude of a member of staff or contractor (except where there are arrangements in place for the contractor to handle the complaint themselves); or
- disagreement with a decision, (except where there is a statutory procedure for challenging that decision, or an established appeals process followed throughout the sector).

Your complaint may involve more than one of our services or be about someone working on our behalf.

There are some things we can't deal with through our complaints procedure. These include:

- a routine first-time request for a service
- a requests for compensation only
- issues that are in court or have already been heard by a court or tribunal (if you decide to take legal action, you should let us know as the complaint cannot then be processed under this process)
- disagreement with a decision where there is a statutory procedure for challenging that decision (such as for freedom of information and subject access requests), or an established appeals process followed throughout the sector
- a request for information under the Data Protection or Freedom of Information (Scotland) Acts
- a grievance by a staff member or a grievance relating to employment or staff recruitment
- a concern raised internally by a member of staff (which was not about a service they received, such as a whistleblowing concern)
- a concern about a child or an adult's safety
- an attempt to reopen a previously concluded complaint or to have a complaint reconsidered where we have already given our final decision
- abuse or unsubstantiated allegations about our organisation or staff where such actions would be covered by our Unacceptable Actions Policy; or
- a concern about the actions or service of a different organisation, where we have no involvement in the issue (except where the other organisation is delivering services on our behalf).

If other procedures or rights of appeal can help you resolve your concerns we will give information and advice to help you.

8.2 How do you complain?

There are various ways to make a complaint. You can complain in writing or in person at:

Eildon Housing Association Ltd
The Weaving Shed, Ettrick Mill, Dunsdale Road, Selkirk TD7 5EB

Call us, visit our website to complete an online form, or private message us on social media.

Telephone: [03000 200 217](tel:03000200217)

Email: enquiries@eildon.org.uk

Web: www.eildon.org.uk

Facebook: www.facebook.com/EildonHousing

Twitter: [@EildonHousing](https://twitter.com/EildonHousing)

It is easier for us to address complaints if you make them quickly and directly to the service concerned. So please talk to a member of our staff at the service you are complaining about. Then they can try to resolve the issue.

8.3 When complaining, tell us:

- your full name, address and contact details
- as much as you can about the complaint
- what has gone wrong
- what outcome you are seeking

Normally, you must make your complaint within six months of:

- the event you want to complain about, or
- finding out that you have reason to complain

In exceptional circumstances, we may be able to accept a complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

8.4 What happens when you have complained?

We aim to respond to complaints quickly (where possible, when you first tell us about the issue). This could mean an on-the-spot apology and explanation if something has clearly gone wrong, and immediate action to resolve the problem.

We will give you our decision for Stage 1 complaints in five working days or less, unless there are exceptional circumstances.

If you are not satisfied with the response we give at this stage, we will tell you what you can do next. If you choose to, you can take your complaint to stage 2. You must normally ask us to consider your complaint at stage 2 either:

- within six months of the event you want to complain about or finding out that you have a reason to complain; or
- within two months of receiving your stage 1 response (if this is later).

In exceptional circumstances, we may be able to accept a stage 2 complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

Stage Two – Investigation

Stage 2 deals with two types of complaint: where the customer remains dissatisfied after stage 1 and those that clearly require investigation, and so are handled directly at this stage. If you do not wish your complaint to be handled at stage 1, you can ask us to handle it at stage 2 instead.

When using stage 2:

- we will acknowledge receipt of your complaint within three working days
- we will confirm our understanding of the complaint we will investigate and what outcome you are looking for
- we will try to resolve your complaint where we can (in some cases we may suggest using an alternative complaint resolution approach, such as mediation); and
- where we cannot resolve your complaint, we will give you a full response as soon as possible, normally within 20 working days.
- if our investigation will take longer than 20 working days, we will tell you. We will tell you our revised time limits and keep you updated on progress.

8.5 What if you are still dissatisfied?

After we have given you our final decision, if you are still dissatisfied with our decision or the way we dealt with your complaint, you can ask the Scottish Public Services Ombudsman (SPSO) to look at it.

The SPSO are an independent organisation that investigates complaints. They are not an advocacy or support service (but there are other organisations who can help you with advocacy or support).

You can ask the SPSO to look at your complaint if:

- you have gone all the way through Eildon's complaints handling procedure
- it is less than 12 months after you became aware of the matter you want to complain about; and
- the matter has not been (and is not being) considered in court.

The SPSO will ask you to complete a complaint form and provide a copy of our final response to your complaint. You can do this online at www.spsso.org.uk/complain/form or call them on Freephone **0800 377 7330**.

You may wish to get independent support or advocacy to help you progress your complaint. See the section on Getting help to make your complaint below.

The SPSO's contact details are:

Scottish Public Services Ombudsman
Bridgeside House, 99 McDonald Road, Edinburgh EH7 4NS

(if you would like to visit in person, you must make an appointment first)

Their freepost address is: **FREEPOST SPSO**

Freephone: **0800 377 7330** Landline: **0131 225 5300**

Website: www.spsso.org.uk Online contact: www.spsso.org.uk/contact-us

There are some complaints about housing that have an alternative route for independent review. We will tell you how to seek independent review when we give you our final response on your complaint.

Complaints about Factoring

The SPSO does not normally look at complaints about our factoring service. The Housing and Property Chamber, First-tier Tribunal for Scotland will try to resolve complaints and disputes between homeowners and property factors. Therefore, if your complaint is about a factoring service, and you are still dissatisfied after our investigation, you can contact The Housing and Property Chamber as follows:

Housing and Property Chamber
First-tier Tribunal for Scotland
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT

Telephone: 0141 302 5900

Email: HPCAdmin@scotcourtribunals.gov.uk

The Scottish Housing Regulator (SHR) can consider issues raised with them about 'significant performance failures'. A significant performance failure is defined by the SHR as something that a landlord does or fails to do that puts the interests of its tenants at risk, and which the landlord has not resolved. This is something that is a systematic problem that does, or could, affect all of a landlord's tenants. If you are affected by a problem like this, you should first report it to us. If you have told us about it and we have not resolved it, you can report it directly to the SHR.

The SHR has more information on their website:

www.scottishhousingregulator.gov.uk or you can phone them on 0141 271 3810.

Scottish Housing Regulator
Buchanan House
58 Port Dundas Road
Glasgow G4 0HF
Tel: 0141 242 5642
Email: shr@shr.gov.scot



EILDON HOUSING ASSOCIATION – HOW TO CONTACT US



The Weaving Shed, Ettrick Mill,
Dunsdale Road, Selkirk TD7 5EB



www.eildon.org.uk



Customer Service: 03000 200 217



www.facebook.com/EildonHousing



enquiries@eildon.org.uk



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