

Sharing Owner's Handbook



Trust
Housing Association Ltd

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Introduction

This is a copy of the Sharing Owner's Handbook. We hope that you will find it easy to read, interesting and useful. The handbook gives information about the Association, and services that it provides. It also provides some useful hints on "do's and don'ts" of being a shared owner and offers advice on a range of issues about your shared ownership property. The advice in this booklet should help you get the most out of being a shared owner with Trust Housing Association and to enjoy your home as much as possible. The Association tries to provide the best possible service to its sharing owners. If you have any suggestions about how we can improve our services please let us know.

About the Association

Trust Housing Association Limited operates throughout Scotland. Its main activity is provision of rented housing, most of which is designed and built for older people. Trust also provides rented housing for people with general needs and builds a small number of properties for sale on a Shared Ownership basis.

Isle of Arran Homes is an initiative of Trust housing Association and was formed in May 2000. They have a local office at Springbank, Brodick, Isle of Arran. The primary business is the comprehensive management of general needs housing, with a number of sheltered housing, amenity housing units and shared ownership properties located throughout the island.

This information booklet sets out how Trust Housing Association/Isle of Arran Homes will allocate and manage Shared Ownership properties. However should you require further information please contact staff at any of the offices listed in the booklet.

What is Shared Ownership?

Trust Housing Association in partnership with Communities Scotland is helping people who wish to own their own home, but cannot afford to purchase on the open market, to buy a home suitable for their needs.

One of the practical ways we are offering support is through shared ownership, a low cost home ownership option, which allows you to own part of your home and pay an occupancy payment, like a rent, on the other part, which is owned by Trust Housing Association.

Shared Ownership is one of a number of home ownership options which Communities Scotland support through grant funding the work of Trust. The Association presently manages shared ownership in Fortrose (Amenity, 2), Troon (6). and Isle of Arran (Brodick 4, Lamlash 5). These numbers may reduce as sharing owners can buy their home outright.

With shared ownership you choose one of two levels of investment which suits your budget and you can increase your share of ownership when your personal or financial circumstances allow.

If you want to become a sharing owner you will probably want to take out a mortgage to meet the cost of the share you would like to buy. Stakes in the property can be 25%, 50% or 75%. You will also pay a monthly occupancy payment based on the remaining share not in your ownership.

Your Rights and Responsibilities as a Sharing Owner

Being a sharing owner is very similar to being a normal owner occupier, however there are some differences. In particular your joint ownership of the property, with the Association, means that you should notify us of any material change in your circumstances or in the use of your home.

There are two main documents that determine your rights and responsibilities as a sharing owner and are as follows:

a – Shared Ownership Occupancy Agreement

When you purchased the share in your home it was a condition of the sale that you enter into an Occupancy Agreement, which was signed by you, and the Association. This document sets out the rights and responsibilities of both parties and details the Occupancy Charge (or Rent) that you are due to pay to the Association. It also includes information on how any dispute between the sharing owner and the Association would be resolved.

The Occupancy Agreement is for a period of 20 years. As a Sharing Owner if you have not increased your share to full ownership during this period, the Agreement provides that when it expires, the Sharing Owner has the right to buy out the Association's share. If you do not do so, then the Association has the right to buy back the occupant's share, provided 2 months notice is given prior to the date of expiry of the Occupancy Agreement.

Under the Occupancy Agreement the Association has the right to regularly inspect the property to make sure it is being maintained; and if the occupant fails to maintain the property then the Association has the right to buy back the occupant's share of the property provided 2 months notice is given prior to the date of expiry of the Occupancy Agreement.

Basically the Occupancy Agreement envisages either the Sharing Owner or the Association buying out the other party's interest at the end of the 20 year period. However you will require to enter into an entirely new agreement with the Association for a further 20 year period, if this suits both parties.

Your solicitor should have kept a copy of the Occupancy Agreement with your legal papers. However a copy can be obtained by contacting one of the Association's offices.

b – Deed of Conditions

This document forms part of the Title Deeds for your property and defines the respective obligations and responsibilities of each individual owner in an estate or development. It also sets out the common areas for which you have a responsibility to maintain and repair and the share that you would be expected to pay for these costs.

In addition Deeds of Conditions can place limits on the use of a property (i.e. running a business from the property or keeping an aviary in the garden area may be prohibited). These Deeds vary from one development to another depending on the type of properties that have been built and whether the Association or another developer built the property. Please note that the Deed of Conditions will always apply to the property, even though it may have been bought outright.

Your Rights

Making an Alteration to your Home

If you plan to make an improvement, extension or other such alteration to your Shared Ownership property, you must notify the Association in writing before carrying out these works, detailing the type and extent of your proposed alteration for approval. Thereafter the Association will confirm its decision in writing to you.

This is mainly a formality; however one of the Association's staff may request a visit to your property to assess the impact of the proposed works. This is for your benefit and protection as well as for the Association. If the proposed works would require you to obtain planning permission, building warrant or other such local authority certificate, the Association would make that a condition of its approval to the works. We will let you know our decision on your request within 28 days of receiving the relevant information. Once the work has been completed, you should let us know so that we can inspect and approve it.

Please contact your local Association office (address details at back of booklet) for any general advice on this matter.

Subletting Your Home

In general terms, the Association would have no objection to you subletting/renting out your property as this is allowed under the terms of your Shared Ownership Occupancy Agreement. For your own protection, and that of the Association, any permission to sublet would be subject to a number of conditions. These conditions would include the following:

- That a formal Short Assured Tenancy is drafted by a competent legal practitioner and sent to the Association for approval before the property is let out to any subtenant.

- That the period of any sublet and of any subsequent Short assured Tenancy be no greater than 6 months, although this may be renewed.
- That you notify your Mortgage Lender of the sublet agreement.
- That although the property is sublet, you will be responsible for ensuring that all charges in respect of the Shared Ownership Occupancy Agreement (rent, service charges etc) are paid timeously and all other obligations under the Shared Ownership Occupancy Agreement, Deed of Conditions, etc are fulfilled.
- That the marketing of the property continues throughout the period of any sublet.
- That you notify the Association of an address and telephone number where you can be contacted during the period of sublet.
- Please notify the local Association Office in writing if you wish to sublet your home.

Taking in a Lodger

The Association has no objection to you taking in a lodger to help meet the costs of running your property. However you should ensure that you notify the Association that you are intending on this course of action. To help us consider your request we will ask for details about your proposed lodger and how much you intend to charge them. You should also be aware that your household contents insurer may require to be notified that you have a lodger; and that any income you derive from such an arrangement can be included as income for tax and housing benefit purposes.

Increasing Your Share in the Property

Anytime after the first twelve months from your date of entry to the property you have the right to purchase a further share in you home or buy it outright. (Further details are available in Section 7 of this Handbook).

Selling Your Property

You are also free to sell your shared ownership property at any time after your date of entry. There are no restrictions on the length of time you must have occupied your home. Details of how to sell your property are noted in section 8 of this Handbook.

Access to Information

As a sharing owner you have the right to inspect any personal information held in our files or on computer. If you wish to see the files about your household you should apply in writing to your local Association office.

We may make a small charge to cover the costs of arranging this. If your information in our files has been provided by another person, e.g. a doctor, then we may not be able to let you see it unless that person agrees.

Consultation

We always consult with our sharing owners about matters which affect them. You will be advised of any major change in our policies or procedures. This is normally done by letter to each sharing owner or through the Newsletter that is sent out regularly to all sharing owners and tenants.

Your Responsibilities

Payment of Rent

You must ensure that all the Occupancy Charge due for your property is paid monthly in advance, regularly and on time. We do appreciate that people can run into financial difficulties from time to time and the Association endeavours to assist sharing owners to resolve their problems. However, persistent failure to make good any arrears can result in legal action being taken against you that may result in you losing your home. Please refer to the next section of this Handbook if you are experiencing any financial difficulties.

Repairs and Maintenance

As Shared Ownership is similar to owner occupation, the sharing owner is responsible for all future repairs and maintenance for the property. The sharing owner must ensure that all necessary repairs, including planned maintenance for the renewal of building components such as guttering, external painterwork etc are undertaken to keep the property in good and habitable condition.

In newly constructed properties a Contractor's Guarantee will cover remedial works to defects or faults caused by poor workmanship for a fixed period after completion of the building works (further details of these guarantees are noted in Section 4 of this Handbook).

If the Association feels that a Shared Ownership property is falling into an unacceptable state of disrepair, the Association has the authority to issue a notice on the sharing owner to make the necessary repairs to bring the property to a reasonable state of repair given the property's age within a thirty day period. If the sharing owner refuses or fails to carry out this work within a reasonable amount of time, the Association can arrange for the works to be carried out and thereafter recharge the sharing owner for the cost of the works plus administration charges. In cases of emergency repairs, the Association has the power to carry out the necessary works and recharge the sharing owner for the cost.

Looking After Your Garden

If you have a private garden it is incumbent on you to keep it in a neat and tidy condition. This means cutting the grass and hedges regularly and picking up any rubbish in the garden. If you wish to erect a garden shed, greenhouse, or other structure in your garden, you should seek permission from your local Association office as detailed at the back of this Booklet. You may also need to contact the local Council for Planning Permission, depending on the size of the proposed shed, and where you intend to site it.

Inspection Access

A Sharing Owner must allow access to their property for the Association to make an inspection when required to do so. The Association must notify the sharing owner three days in advance of any proposed visit. To fail to provide access forms a breach of your Shared Ownership Occupancy Agreement with the Association.

Being a Good Neighbour

Living beside other people can sometimes cause problems and difficulties for everyone. Showing some tolerance and applying commonsense can help neighbours live together in harmony and help everyone to enjoy their homes to the full.

In general following a few simple do and don'ts can make life more enjoyable for everyone.

DO

- Keep pets under control at all times.
- Close gates and doors behind you, particularly doors with controlled entry systems.
- Keep an eye on your children and make sure that they are not causing a nuisance to neighbours.

- Expect to hear some noise at times from your immediate neighbours and be tolerant of this.
- Make sure that friends who are visiting or leaving your property late at night come in and out quietly.

DO NOT

- Play music, televisions, etc at loud volume late at night.
- Use household appliances, such as vacuum cleaners, late at night.
- Leave bicycles, etc cluttering up common pathways or stairwells.
- Let anyone into a block of flats who you do not know.

Looking After Older Neighbours

If you have older people living next to you, keep an eye out for them to make sure they are all right. This is particularly important during the winter months. Watch out for signs like milk not being taken or newspapers left in letter boxes. If you are worried about a neighbour who you have not seen for a day or two, contact the police or your local Association office noted in the back of this Handbook.

Problems with Neighbours

Problems with neighbours can arise from time to time. This can range from noisy parties to criminal behaviour. Anti social behaviour can make life very difficult in the area and we want to stop it whenever we can.

In the first instance, you should try to discuss the problems with your neighbour. Maybe they do not realise that they are causing a problem. It is important to approach neighbours in a calm and open way.

It is possible that a friendly word will solve the problem. However, if the situation does not improve or you are worried about approaching your neighbour, contact your Housing Officer at the local Association office detailed at the back of this Handbook. The staff will discuss the problem with you but if you want them to speak to the neighbour involved, you will need to put your complaint in writing. Complaints are dealt with in the strictest confidence and your agreement will be sought prior to the Association disclosing your identity to a third party.

Your Housing Officer/Service Manager will visit everybody involved and try to settle the situation. If problems continue we may consider taking legal action against the offending neighbour concerned. This may take the form of an Interdict which is a court order preventing individuals from indulging in certain specified behaviour. There may also be the remedy of **Implement**. In this case the court would require an offending neighbour to carry out work to comply with their obligations e.g. to tidy up an unsightly garden etc. Alternatively, the Association may contact the local Council who would prepare to petition the Court for an **Anti Social Behaviour Order** against the problem neighbour.

It can be very difficult for the Housing Officer/Service Manager to determine the root cause and alleviate certain problems; or to be able to take Court action. Therefore it is important that if you are subjected to nuisance being caused by a neighbour, that you keep notes or a diary of the events and dates, times etc when the problems occur. If the cases have to go to Court then we might have to ask residents who have complained to help us by acting as witnesses.

Remember that you should call the police if you are being threatened by a neighbour or if neighbours are causing a breach of the peace. Certain incidents are best dealt with by the police as criminal matters than by the Association as landlords.

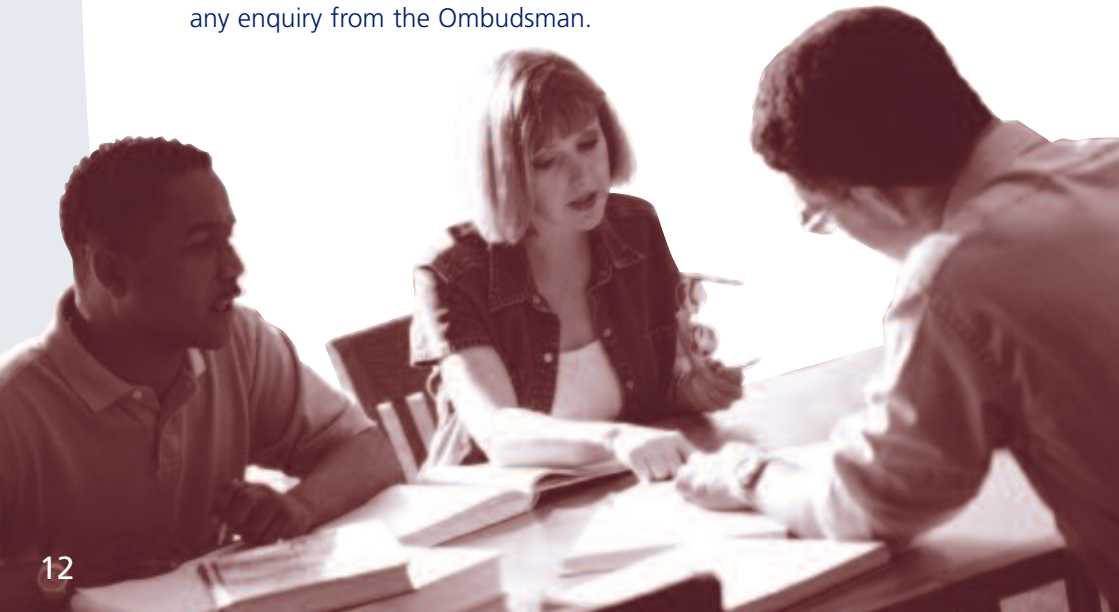
Complaints Procedure

As a Housing Association we aim to provide the best level of service for our tenants and sharing owners, but there may be occasions when things do not go as well as we would have liked and we need to know about these. We can not improve our services if we do not know where we are going wrong. If this is the case it is important that you tell us.

If you are not happy about the way something has been dealt with, you should initially try to resolve the issue with the staff member dealing with it, in your Local Association Office or with their Manager. Where this does not work you should request that your difficulties be treated as a formal complaint.

The Association has adopted a formal Complaints Procedure as part of its management policy and an explanatory leaflet is available from your local Association Office outlining the procedures to be followed.

Ultimately any Sharing Owner who is not happy with our final decision will be given details of how to contact the independent Scottish Public Services Ombudsman. We will co-operate fully with any enquiry from the Ombudsman.



The Occupancy Charge

The Occupancy Charge for your property is based on what the Association would charge for your home if it were a full rented property. Allowances are made for the fact that you, as a sharing owner, are responsible for all the repairs and maintenance cost of the property. This amount is then divided on the basis of our respective shares in the property. There have been various changes in shared ownership documentation over the years and in older Occupancy Agreements the Occupancy Charge will be termed a **Specified Rent**. You should note that your Occupancy Charge includes property insurance for your home (see Section 5).

You should refer to your own Occupancy Agreement to see how the rent was calculated for your particular property.

Payment Methods

- You can pay your Occupancy Charge in any of the following ways:
- By Direct Debit (available during 2007)
- By Standing Order through your own bank (ask for a form at your local Association office)
- By Post Office Giro at any Post Office
- By Giro at any bank
- By sending a cheque or postal order made payable to Trust Housing Association Limited to any of our Local Offices along with the Giro slip
- By paying in person at your Local Association office by cash or cheque
- By agreeing that any Housing Benefit entitlement is paid direct to the Association by the local council

If you choose to pay by post or by Bank Giro or Post Office Giro, you will be given a book of payment slips. You should use one slip every time you make a payment. There may be a charge at certain banks for payment by Giro. There is no charge for payments made at the Post Office.

Housing Benefit

Housing Benefit is available to help people on low incomes with the Occupancy Charge they pay on their shared ownership property to the Association. You can apply even if you do not get any other benefits. Housing Benefit is administered by your local Council.

You can claim Housing Benefit by contacting your local Council for a form. Forms are also available from the Association's local offices. The amount of Housing Benefit you get will depend on the amount of money coming into your household, your savings, the number and ages of people in your home.

Association staff will be able to provide you with advice about your Housing Benefit and help you complete the application form.

Welfare Rights Advice

Trust Housing Association does not employ a Welfare Rights Officer but sharing owners can get advice from their local Council. The officer with responsibility for Welfare Rights can provide advice on any benefits you may be entitled to and can help you apply for them. The Welfare Rights Officer can also help you put in appeals and attend tribunals with you if necessary.

The Welfare Rights Officer can advise you on a range of issues including:

- Claiming Housing Benefit
- Claiming Income Support and other state benefits
- Claiming Council Tax Rebates
- Debt counselling

If you would rather seek assistance of someone outwith the Association you should contact voluntary organisations such as the Citizens Advice Bureau or Money Advice Centre.

Difficulty with Paying

If you are having difficulties in finding the money to pay your Occupancy Charge you should contact your Housing Officer/Service Manager straight away. As well as checking to see if you are eligible for any benefits, your Housing Officer/Service Manager will make an arrangement with you to pay what you owe in sensible amounts. Once an agreement has been made it is very important that you keep to it and make regular payments.

We will always try to deal sympathetically with sharing owners who are having financial difficulties. However if the sharing owner does not keep to the agreed payment schedule, the Association will as a last resort, use legal action.

The Association is obliged to notify a sharing owner's mortgage lender if they fall more than three months behind on their occupancy charge payment. Both the lender and the Association have an agreement to act together where there are arrears of Occupancy Charge or mortgage payments or both. The Association and the mortgage lender will monitor the arrears situation for a period. However if there is no improvement a court action will be raised for Repossession of the Property.

Where a sharing owner has no mortgage secured over their share of the property and is failing to maintain their obligation to pay the Occupancy Charge due for the property, the Association can issue a Notice of Irritancy. This notice terminates the Exclusive Occupancy Agreement and requires the sharing owner to vacate the Shared Ownership property within a twenty eight day period. Thereafter, the Association can petition the Courts for an action of Division and Sale. In this action the property would be sold on the open market for the best price possible with the outstanding Occupancy Charge and any other payments due to the Association recovered from the sale proceeds, due to the sharing owner for their share.

Rent Review

The Occupancy Charge or rent you pay to the Association is subject to review each year on the first of April. The notification of the new rent (Rent Review Notice) is normally issued one month prior to that date.

If you do not agree with the new rent level you must inform the Association within four weeks of receiving the notice. Your local Association Manager will contact you to discuss your objections to the review notice and try to resolve the dispute.

If after a further four weeks, agreement cannot be reached on the rent review, a joint application can be made to an Independent Arbiter, such as the Rent Registration Service or the Royal Institution of Chartered Surveyors. The arbiter will hear each party's case and decide on appropriate level of rent for the property. The arbiter's decision is final and binding on both you and the Association.



Defects Procedure in New Build Properties

Newly built houses are provided with a one year maintenance guarantee by the contractor. This covers any faults or problems caused by poor or defective workmanship which may arise within the twelve month period immediately following the handover date. During this period the contractor is responsible for attending to such problems in the house.

After the end of the contractor's liability period, the sharing owner is responsible for all repairs and maintenance on the property. A fault may occur after this period, which is the responsibility of the contractor and is called a latent defect. However the contractor will only be responsible for such a defect if it can be clearly shown that it has arisen as a result of poor workmanship or a defective component being installed when the property was first built. Routine maintenance such as servicing central heating, unblocking sinks and drains, cleaning out gutters, external painting etc, are the responsibility of the sharing owner.

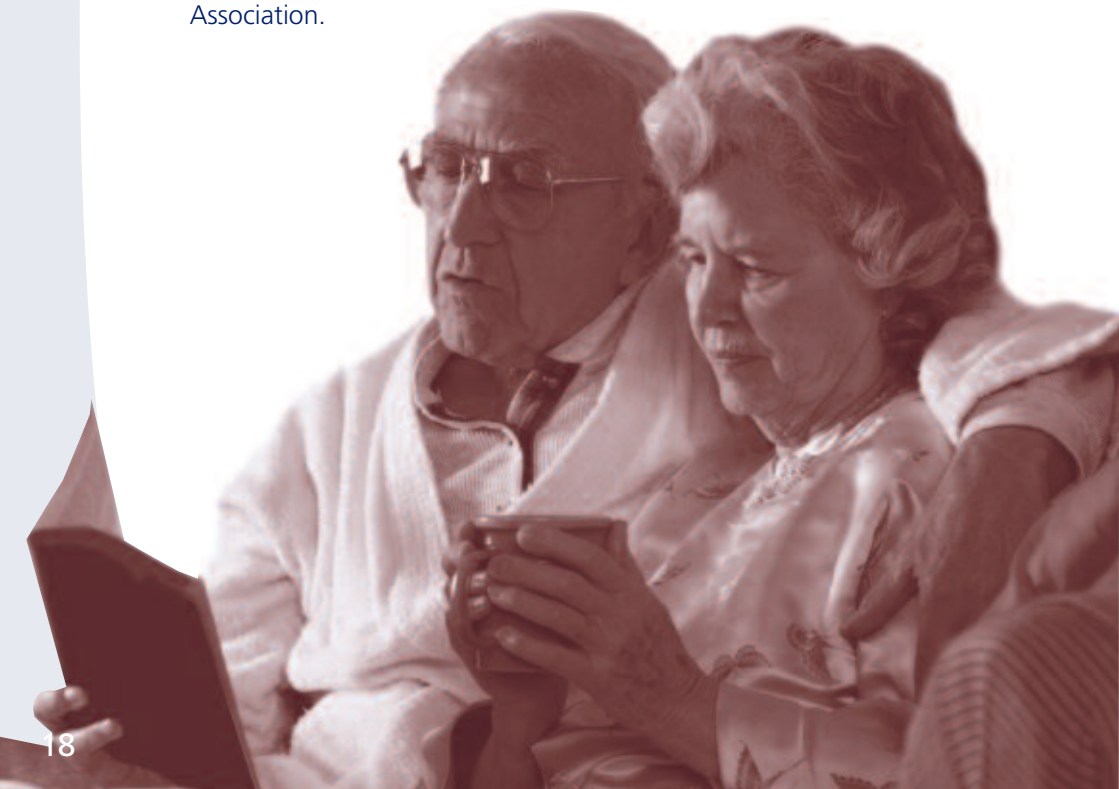
If you are unsure if a problem with your property is a defect to be dealt with by the contractor or a household repair, which would be the sharing owner's responsibility to resolve, please contact your local Association Office who can provide advice on this matter.

Buildings Insurance

While a property remains in shared ownership the Association is responsible for ensuring that it is adequately insured. Therefore buildings insurance cover is provided under the policy taken out by the Association itself. Your contribution towards the buildings insurance will form part of the monthly Occupancy Charge.

Building insurance covers the structure and fixtures of the building only. Therefore the Association strongly recommends that you take out comprehensive house contents insurance for your own household and personal items to cover against damage or loss as a result of fire, flood or theft. You should check carefully that the policy covers you adequately and that you are insured for the correct amount. Remember how much it would cost you to replace items if you lost them.

Details of the building insurance cover can be obtained from the Association.



Purchasing Further Shares in Your Home

Any time after the first twelve months of moving into your home, you are eligible to purchase further shares of multiples of 25% or purchase the property outright if you so wish.

The Association would appoint an independent Valuation Surveyor to assess the property's current market value. Any increase in value due to improvements or alterations made by you would not be taken into account. **You as the sharing owner will be responsible for the valuation fees and report.**

The valuation report sets the price at which the Association would sell the share or remainder of the property. If you are happy to proceed with the transaction, the Association's solicitor would be instructed to issue an offer. Both parties are responsible for their own legal costs in the conveyancing transaction.

Please contact your local Association office if you wish to purchase further shares in your property.



Selling Your Share of the Property

If you decide you wish to move from your home while it still remains in shared ownership, there are two options for selling your share, which are the Direct Sale of Your Share or an Open Market Sale. However you must notify you local Association Office in writing before proceeding to market your home on either basis.

1 – Direct Sale of The Share

As a sharing owner should you wish to move from the property the Occupancy Agreement makes provision for the Association to purchase the property if it so wishes. However the Association may re-purchase the property for the purpose of resale on a shared ownership basis. The Association will also give its consent to a sharing owner selling their share to a purchaser who would take over their current rights and responsibilities under the shared ownership agreement. This permission is subject to certain conditions:

- a. The Association must approve the purchaser.
- b. You must meet any marketing costs incurred in the sale of the share.
- c. You are responsible for any legal costs incurred by the Association in the sale.

The Association endeavours to keep a waiting list on applicants interested in purchasing shared ownership property. Obviously the level of interest will depend on the popularity of each development and the availability of suitable purchasers. Please contact your local Association office for information on the likelihood of a purchaser being found from this list. Alternatively, you could advertise the share privately in the local newspaper or with an estate agent or solicitor.

Please note that you would be responsible for negotiating with any potential purchaser the price to be paid for your share, date of entry and any inclusions in the sale.

2 – Joint Open Market Sale

If the sharing owner wishes to move from the property and the Association does not want to buy the property, the Occupancy Agreement makes provision for both parties to jointly sell the property on the open market.

Prior to commencing the marketing of the property, the Association would require obtaining a valuation report to ascertain the current market value of the property. Once this is obtained an appropriate marketing price can be agreed with you. The Valuation Surveyor can also provide a value for inclusions in the sale that you would leave, i.e. carpets, blinds, kitchen goods etc, or improvements that you may have made to the property such as a new fitted kitchen or extension.

The property must then be sold with vacant possession on the open market by private bargain for the best price that can be reasonably obtained. Once the sale concludes, deductions would be made for legal and estate agents costs from the purchase price, and the net free proceeds split between the sharing owner and the Association on the basis of the shares held.

When the sharing owner and the Association jointly sell the property on the open market the Association must submit full details to Communities Scotland Regional Office, including copies of the Valuation Report on which the sale price is based, the Valuation Surveyor's fee invoice and the signed mandate to its solicitor.

This Guidance Booklet has been produced by the Association for the benefit of existing Sharing Owners, applicants, etc. We hope that the information is helpful. If however you have any further queries please contact staff in any of the Association's offices as detailed below.

**This information is available in Braille, tape,
large print and community languages.
To request a copy please contact 0131 444 1200**

تتوفر هذه المعلومات بلغة برييل للعميان وعلى شريط سمعي وبخط كبير وبلغات الجاليات العربية. لطلب نسخة
الرجاء الاتصال برقم الهاتف 0131-444 1200

यह जानकारी ब्रेल, टेप, बड़े अक्षरों और समुदायों की भाषाओं में उपलब्ध है। इस की नकल
(कापी) के निवेदन के लिए कृपया कर इस नंबर 0131-444 1200 पर फोन करें।

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請致電0131-444 1200

یہ معلومات بریل (ناہیا افراد کے لیے اچھے ہونے حروف کی لکھائی) میں، ٹیپ پر، بڑے حروف کی لکھائی میں اور کیوٹیٹی کی زبانوں میں بھی دستیاب
ہے۔ ان کی نقل حاصل کرنے کے لیے برائے مہربانی 0131-444 1200 پر رابطہ کریں۔

ਇਹ ਜਾਣਕਾਰੀ ਬ੍ਰੇਲ, ਟੇਪ, ਵੱਡੇ ਪਿੰਟ ਅਤੇ ਭਾਈਚਾਰੇ ਦੀਆਂ ਭਾਸ਼ਾਵਾਂ ਵਿਚ ਉਪਲਬਧ ਹੈ। ਇਸਦੀ
ਨਕਲ (ਕਾਪੀ) ਦੀ ਬੇਨਤੀ ਵਾਸਤੇ ਕਿਰਪਾ ਕਰਕੇ ਇਸ ਨੰਬਰ 0131-444 1200 ਤੇ ਸੰਪਰਕ ਕਰੋ।

এই তথ্যগুলি ব্রেইল, টেপ, বড় হরফ ও অন্যান্য ভাষায় পাওয়া যাবে। কপির জন্য অনুরোধ করতে হলে
দয়া করে 0131-444 1200 নম্বরে যোগাযোগ করবেন।



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