



Dalmuir Park
Housing Association

Your Future Our Future

Factoring Handbook & Written Statement of Service

Purpose of Handbook

The purpose of this handbook is to provide general information to owners of the factoring service provided by Dalmuir Park Housing Association.

We are also required as Property Factor to provide you with a Written Statement of Service which until now has been issued as a separate document. For your convenience we have now included the Written Statement of Service to the rear of this handbook. Therefore at times some information may be replicated.

The Property Factors (Scotland) Act 2011 created a statutory framework providing protections for homeowners who receive services from a Property Factor. As part of that framework, a Code of Conduct was introduced which sets minimum standards of practice for registered Property Factors in their business with homeowners.

A clear, simple and transparent Written Statement of Services is, and will remain, fundamental to the Code.

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Introduction

Dalmuir Park Housing Association (the Association) is a social landlord, registered with the Scottish Housing Regulator, a property factor and a charity. The Association has responsibility for providing a range of services for all properties and common areas under its control.

The Association owns almost 700 properties in and around the Dalmuir area and provides a property management service to over 200 owner occupiers and commercial properties.

All factored properties form part of a tenement building or a development that offers common access and common facilities that require to be managed and maintained. It is normal for owners to appoint a factor in order to ensure that the maintenance is undertaken and that the cost is borne fairly and equitably by all.

In all cases where the Association owns most properties, within a tenement or a development, it acts as factor and provides the property management service. In cases where the Association does not own most properties the factor may be a property manager appointed by the owners.

The method by which a factor can be appointed or changed is usually detailed in the Deed of Conditions applying to each building.



The purpose of this guide is to give general information to owners about matters usually covered in Deeds of Conditions. If you intend to rely on information relating to your Deed of Conditions you should check the actual deed itself.

Nothing in this guide is intended to create any obligation or alter the rights and duties of owners, the Association or any factor appointed.

Legal Rights & Deed of Conditions

- The legal documents which define the rules relating to the shared obligations and conditions which apply to each property are; Title Deeds, Deed of Conditions and the Disposition.
- These documents will also define the common parts of the building, how they are to be maintained and define the share of common repairs etc. to each individual property.
- The area of responsibility may extend well beyond the boundary of your property to include open spaces e.g. car park maintenance, road maintenance or estate fencing.
- Owners who live in a house rather than a tenement may still have a responsibility for common maintenance within the managed area.
- If you do not have a copy of your legal documents, it is your responsibility to obtain them from your solicitor. Any clarification required should be sought via independent legal advice.
- Your Deed of Conditions will define the responsibilities of the factor and explain how the factor can be appointed or removed.
- The Deed of Conditions also specify the responsibility of the factor and of their responsibility in relation to common maintenance, invoicing and organisation of meetings etc.
- The Association is the factor of your property and is therefore responsible for issuing instructions to contractors to carry out emergency and common repairs. The Association also has responsibility to invoice appropriately and timeously and for the collection of all monies owed.
- Owners' responsibilities are usually detailed in the Deeds of Conditions although the terms of the deed may vary from one tenement to another.



Living with your Neighbour

- On occasions conflicts can arise when people are living in tenement properties. The most common issues are related to; noise, children, dogs, untidiness and waste disposal.
- Your Deed of Conditions refer to your responsibilities to refrain from causing nuisance or annoyance to neighbours and to carry out certain duties such as ensuring tidiness within the close and common area and refuse collection arrangements.
- Owners should comply with these requirements or amendments set out by the Association. Non-compliance found during inspections or through reporting will be addressed.
- The Association constantly monitors situations and can act in cases of unreasonable or anti-social behaviour.
- The Association can also deal with neighbour disputes and offer a means to an amicable solution.
- You can also contact West Dunbartonshire Anti-Social Behavior Team or in severe cases Police Scotland on 101



Factoring Service

Factoring charges you can expect to receive

Where the Association provides a factoring service to your property it will do so in accordance with the specifications outlined in the Deed of Conditions. This will usually permit the Association to arrange Buildings Insurance and specific service charges relevant to your common area. Please note that certain services are not applicable to all owners and you will be invoiced accordingly.

Common Buildings Insurance

- In terms of your Deed of Conditions owners require to purchase buildings insurance. This is purchased on your behalf by the Association in the form of a block policy that provides cover for all residential and commercial properties where applicable.
- **It is important to note that CONTENTS INSURANCE is the owners' responsibility and IS NOT contained within the building's insurance arranged by the Association.**
- Where buildings insurance cover is arranged by the Association you do not need to pay buildings insurance to any other party or agent.
- If you require to make a claim against the policy, you should contact the Association direct detailing the specifics of the claim i.e. date, time & place and nature of the claim. Upon the claim being opened owners can liaise directly with the appropriate insurance broker.
- The insurance broker will advise and guide owners through all aspects of the claim.
- The Association will require to accept the decision of the insurance company on all claims and will not be responsible for any shortfall or any rejected claims.
- The annual premium will be contained within the annual factoring invoice and shall be for the period 1st April to 31st March.
- Owners must pay their annual invoice, containing the set insurance premium, within 28 days from invoice date or have a direct debit in place to cover the cost. Failure to do so may result in their property being removed from the block policy which may affect any claim you make.
- Summary of Cover, including the Claims Procedure, can be obtained by contacting the Association or via the Association's website.
- For lending purposes details of our block policy is usually requested by your solicitor prior to purchase and for the requirement to note interest.
- Please note that emergency contractors are not obliged to respond to calls from owners for repairs to individual properties and where they do they will be directly responsible for any call out charges and repair costs incurred. Repairs to common areas deemed an emergency and agreed as an emergency by with the Association and the contractor will be attended to.

Factoring Service

Service Charges

Grounds Maintenance

This includes back court maintenance throughout the year and the general upkeep of the area. It includes the upkeep of open areas for those properties situated within new build developments.



Stair Cleaning & Bin Management

This includes cleaning common stairways and assisted pull out and return of your bin in line with your 'bin day'.



Estate Lighting

This includes the replacement of stair lights and back court lights and the associated cost of electricity consumed.

Door Entry

This includes the maintenance of all common aspects of your door entry system including close door panels and the cost of electricity consumed.

TV Aerial

This includes the cost of maintenance of TV aerials and amplifiers and the cost of electricity consumed.



Common Ventilation

This includes the cost of servicing and replacing communal fans and the cost of electricity consumed.

Factoring Service

Common Repairs

- This involves carrying out minor repairs to the building or common area.
- The Association will hold a meeting of all parties concerned should the total cost of works be expected to exceed £2,000. Where a vote is required this will be conducted as outlined within your Deed of Conditions. As a gesture of goodwill owners will be notified by letter, in advance of any invoice being sent, for works expected to exceed £1,000 of an individual common repair.
- The Association may have to undertake work which is categorised as an emergency e.g. roof repairs. This work may have to be carried out prior to you being informed.
- Reactive repairs are usually reported to the Association and these are categorised into emergency, urgent or routine and issued to one of our approved contractors to carry out within the required timescale. Staff monitor both the performance of contractors and their quality of work to ensure that we obtain the highest standards in maintenance.
- The Association instructs an independent consultant to conduct regular satisfaction surveys with tenants and owners to ensure the Association is providing a value for money maintenance and repairs service.

Management Fee

- The Association will invoice owners for its administration and management costs associated with providing its factoring service. The fee, set annually, will be contained within the annual factoring invoice and shall be for the period 1 April to 31 March.
- The Association will ensure that the management fee is comparable with that charged by other housing providers and will cover elements of account management, instructing repairs, debt recovery, postage, stationery, website management, magazine production and payment processing fees. This fee is approved by our Board each year.

Administration Fee

- The Association will also include a 10% administration charge for common repairs and planned maintenance.
- The administration charge covers costs including; account management, instructing repairs, invoicing, contract management, postage, stationery and payment processing fees.

Factoring Service

Planned maintenance

- These are larger jobs that are carried out as part of a planned programme of maintenance works designed to keep the building in good condition ultimately to prevent it from falling into a state of disrepair. These works may include; close painting, gutter cleaning, gutter replacement, roof replacement, stone work, stone cleaning etc.
- This type of maintenance work will assist in maintaining the value of your property, making it easier to sell should you ever decide to sell your home.
- The Association has a robust Procurement Policy, available on our website, that ensures quality and value for money and we employ consultants to assist in ensuring that the work is carried out safely and according to legal requirements.
- The Association's planned maintenance programme is available on our website. We will consult with you directly and in advance when any of these works are planned for your building.
- Meetings with owners shall be arranged to discuss the nature, timing and estimated costs of major works prior to any work being arranged.
- You should be aware, however, that sometimes jobs can be delayed or run longer than expected and the final cost of a job may be different from the initial estimate.
- We will aim to keep you informed of any changes or variations that affect any of the work being carried out on or around your building.



Invoicing & Payments

- Invoices for factoring charges including, buildings insurance and management fee will be sent out annually in May each year. This will cover the period from 1 April to 31 March.
- The annual invoice should be paid within 28 days from date of invoice. Settlement in full within these payment terms will attract a 5% discount. Alternatively, you may spread your payments over the financial year by setting up a direct debit.
- The Association will invoice, separately, any share of common repairs and planned maintenance following completion.
- Payment of these works can be made in advance however payment in full should be made with 28 days.
- Payment should be made using the bank details noted on your invoice. Payment can also be taken over-the-phone with all major cards being accepted.
- If you foresee a problem making payment, please contact the Association immediately. We can then discuss repayments and help you to prevent arrears accruing.
- The Association has a Factoring Policy, available on our website, which notes its Debt Recovery Procedure. This procedure will be followed when an owner falls into arrears.
- The Association will only take legal action following reasonable steps to collect monies due. You may also be liable for legal costs incurred by the Association whilst following this Debt Recovery Procedure.



Change of Ownership

Selling Your Property

- When you decide to sell your property it is important that you formally inform the Association 28 days prior to date of sale via your solicitor so that factoring charges can be apportioned to the date of sale. Late notification could delay the sale of your property.
- A final account will be calculated on a pro rata basis i.e. your total annual invoice will be divided by the number of days in the year you have been in ownership less payments made. Other outstanding costs will be added to the balance due such as common charges and planned maintenance.
- The Association will also provide additional information regarding your property to your solicitor e.g. details of insurance, planned repairs that have yet to be carried out or that have been carried out but not yet invoiced.
- The Association will make a charge of £25.00 to cover the administration costs of preparing your final account. We will expect all outstanding factoring costs and associated charges to be cleared prior to the date of sale. This charge will be reviewed on an annual basis.



Commercial Properties

- Commercial owners should inform the Association of their intention to sell their property using the same process as for residential owners.
- Owners of commercial properties will also be bound by the Deed of Conditions, regarding common repairs and common insurances etc.
- Commercial owners will be required to pay a share of all common repairs and planned maintenance in line with their Deed of Conditions. The Association will hold a meeting of all parties concerned should the total cost of works be expected to exceed £2,000. Where a vote is required this will be conducted as outlined within your Deed of Conditions. As a gesture of goodwill owners will be notified by letter, in advance of any invoice being sent, for works expected to exceed £1,000 of an individual common repair.

Queries and Complaints

If you have any queries about any aspect of the Property Management Service provided by the Association, please contact the appropriate team as detailed below;

- Finance related queries e.g. Payment, Invoicing etc. – Finance Team.
- Repairs, Planned Maintenance Program etc. – Customer Service Team.
- If you wish to make a complaint about any aspect of the Property Management Service, you may do so in person, by telephone, by email or by letter.
- We will always attempt to resolve a complaint quickly and satisfactorily and as a frontline resolution.
- A copy of the Association’s Complaints Procedure is available on our website.
- Owners not in agreement with the outcome of the Association’s internal complaints procedure may escalate their complaint via the First Tier Tribunal www.housingandpropertychamber.scot



Understanding the Legal Jargon

We understand that there is legal jargon contained within this handbook and similar words and phrases will appear in legal documents. For your convenience we have provided a short explanation of their meaning below.

Factor

The Factor is the person or body (Dalmuir Park Housing Association) who can exercise the powers conferred by the Schedule to the Disposition, or any other powers conferred by most owners in the block or area being factored. The factor is often referred to as a Property Manager.

Management Area

The whole area managed by the Factor, including all properties, plots, roads, pavements, parking areas and open spaces not adopted by the local authority. Management areas can extend to several areas which may mean that all owners are liable to pay a contribution to the cost of repairing and maintain shared ground which could be a distance from their home.

Deed of Condition

The Deed of Condition imposes on the owners within a tenement building or development a responsibility to every other resident of the building for the benefit of all owners. The document details the shared obligations and the conditions that apply to each property.

Understanding the Legal Jargon

Shared / Common Charges

These are charges resulting from maintenance or repair, or the management of land or buildings for which there is a common responsibility. It can include the administration cost associated with instructing work and the recovery of shared or common charges.

Disposition

The document transfers ownership and includes a description of the individual property and any specific rights or conditions and refers to the Deed of Conditions for further details of your responsibilities.

Schedule to the Disposition

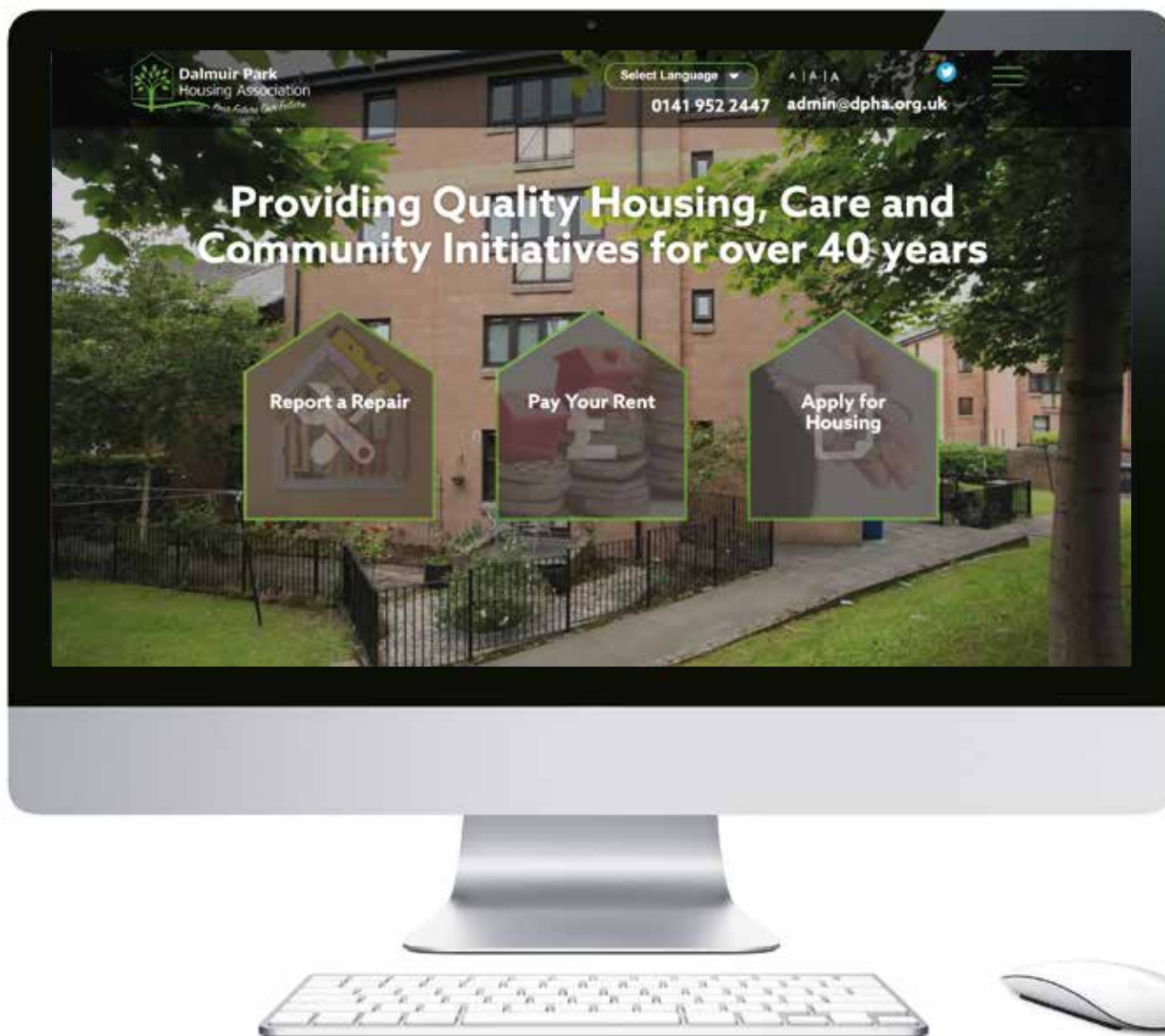
The additional section attached to the Disposition which details conditions specific to that property. If you own a flat and the factoring conditions apply, these will be included in this section.

Shareholder Membership

If you would like to apply for membership of the Association, please contact our office for an application form or download a form from our website. The application should be returned together with your subscription fee of £1.00. Your application will be considered at the next Board meeting and if accepted you will be issued with a share certificate.

Your £1.00 fee is treated as share capital and the certificate is recognition of your rights as a member to take part in all the general meetings of the Association. It also gives you the opportunity to join our Board. The issue of a share certificate does not commit you in any way to personal liability.

If you wish to find out more about the Association's operation you can download a copy of the Charitable Rules from our website.



Written Statement of Service

Introduction

The Association is required to provide you with this Written Statement of Services as you own a property and we act as the Property Factor (also known as a Property Manager) for your property and the surrounding common land.

A Code of Conduct was introduced under the provisions of the Property Factors (Scotland) Act 2011, which aims to create a statutory framework which will provide increased protection for homeowners who use the services of a Property Factor.

The Code of Conduct for Property Factors sets out the minimum standards of practice for registered Property Factors and is prepared in terms of Section 14 of the Property Factors (Scotland) Act 2011.

The Act has three main elements:

- a compulsory register for Property Factors;
- a Code of Conduct with which all registered Property Factors will be required to comply, and which will set minimum standards of practice for the residential property and land management industry; and

- a new statutory dispute resolution mechanism, to be known as the First Tier Tribunal. Homeowners will be able to make applications to the Panel if they believe their Property Factor has failed to comply with either their factoring duties or with the Code of Conduct.

All elements of the Act came into force on 1 October 2012 and from that date it is an offence to operate as a residential property factor in Scotland without being registered.

Within this Written Statement of Services, we have set out the following:

- A. Authority to act as factor.
- B. Services we provide to you.
- C. Financial and charging arrangements.
- D. How we will communicate with you and what standards to expect.
- E. A declaration of interest by the Association in the land and properties which we factor.
- F. How you may legally change your factor.

Written Statement of Service

Authority to Act as Property Factor

The property that you own is situated in either the Dalmeir, Old Kilpatrick, Hardgate or Clydebank area, and was previously owned by either Clydebank District Council or the former Scottish Homes. Some time ago, Scottish Homes sold some of its owned properties and land, in your area, to the Association. The Association took on all duties and responsibilities associated with being a social housing provider and a Property Factor.

Within your Deed of Conditions you will find details of the conditions that accompany the sale of your property. A copy of your Deed of Conditions can be obtained from your mortgage provider or from the Land Register in Edinburgh.

Your Deed of Conditions specify that Scottish Special Housing Association, Clydebank District Council or the Association, as the successor of Scottish Homes, is responsible for being the Property Factor for your property and for the surrounding land. The services we provide as Property Factor are outlined in part B below.

Our level of authority to instruct works to common parts on your behalf is detailed within this Handbook. Your share of the work to common areas can be obtained from your Deed of Conditions.

Services Provided

As Property Factor the main services we provide and/or manage are as follows:-

- Repair, maintenance and servicing of all common areas;
- A cyclical maintenance service to all tenement properties;
- Landscape maintenance to all common areas;
- Building's insurance cover for all properties (where provided for in the title deeds);
- Major common improvements programme;
- Provide you with a copy of the Association magazine and information on access to an owner's panel on a regular basis.

Target times for acting in response to emergency, urgent and routine repairs together with all relevant policies is available on our website www.dpha.org or by request from our office.

Written Statement of Service

Financial and Charging Arrangements

For those properties with a factoring clause in their Deed of Conditions there is a fee, set annually, for factoring and building insurance costs. When reviewed it may be subject to an increase which is, at least, in line with inflation. Factoring invoices will be issued no later than May each year.

Invoices are sent out by post. You have 28 days from the date of invoice to make payment – unless you have elected to pay by direct debit in monthly instalments. Should you pay in full within the agreed terms you will attract a 5% discount. Debit Card payments can be made in person at the Association's office or over the telephone during office hours.

We will make every effort to come to an arrangement with you if you are having trouble paying your invoice through financial difficulties. Should an acceptable arrangement to pay not be made, legal action will be taken by the Association. Unpaid invoices may also be sent to a debt recovery agent and all legal fees and debt recovery costs will be passed onto the owner. The Association may register a Notice of Potential Liability on your property. This may affect the sale of your property.

Communication Arrangements

The Association positively encourages feedback from our residents. You can contact us by email, telephone or in writing. Please refer to our Customer Service Standard policy on our website www.dpha.org which details the standards you can expect from us.

You will regularly be asked to participate in an independent satisfaction survey asking you how satisfied you are with the service you receive from us and what comments you may wish to make to help us improve our service to you.

If you are dissatisfied with the service we provide, then you can make a complaint using our complaints procedure. A copy of this procedure can be found on our website or can be made available upon request.

If you remain unhappy with our response once you have exhausted the Association's complaints procedure then you are able to take your complaint to the First Tier Tribunal, details of which can be found on our website or on the Scottish Government Website.

Written Statement of Service

Declaration of Interest

The Association is a Registered Social Landlord (registered with the Scottish Housing Regulator No. HAL 98), a registered charity (Office of Scottish Charity Regulator No. SCO 33471), a company registered under the Industrial and Provident Societies Act 1965 No 1917 R(S) (regulated by the Financial Services Authority) and a Property Factor registered with the Scottish Government PF000397.

Our principal business is the provision of quality, affordable housing for rent in the Dalmuir area and surrounding localities. The Association owns almost 700 properties in and around the Dalmuir area and provides a

property management service to over 200 owner and sharing owner occupiers and commercial properties. The Association also plays a wider role in regenerating our communities and is involved in several community and social care projects aimed at increasing the quality of life for our residents.

The Association does not seek to make a profit from our factoring services. We only seek to recover the costs of providing this service to you. We have no financial interest in any of the contractors we use to provide our repairs and maintenance services.

How to End the Arrangement

While the Association hopes to provide the quality of service which completely satisfies the expectations of all owners, there is a procedure available should you wish to end your factoring arrangement with us. This requires the majority of owners within the building to vote for a new factor and provide the Association with the required notice contained within the title deeds. Where the Association still owns at least one flat within the tenement, we would have the right to approve or reject the new factor.

If you require more information on how to end the factoring agreement with the Association please refer to your title deeds. You may also wish to take legal advice on this matter should you feel you need it.

Additional Information

How to contact the Association

If you have any queries regarding this Written Statement or require more information on our Property Factoring Service, please contact us using the methods below.



0141 952 2447



admin@dpha.org.uk



www.dpha.org

Policies and Procedures

Policies and Procedures referred to in this Statement of Services are as follows: -

- Income & Debt Management Policy
- Anti-Social Behaviour Policy
- Privacy Policy
- Repairs & Maintenance Policy
- Debt Recovery Procedures

This handbook can be downloaded from our website.

All our documents are available on paper, in larger print, Braille or in audio format upon request. We can also translate documents into other languages if English is not your first language. Please let us know if you have special requirements when requesting a document from us.

The Association is committed to achieving best practise in establishing and upholding policies, procedures and delivering services which provide quality, diversity and inclusion throughout the organisation.

Additional Information

Property Factors (Scotland) Act 2011 and Code of Conduct

If you would like to read the detailed contents of the Act and the Code of Conduct please visit the Scottish Government website www.gov.scot

Data Protection

The General Data Protection Regulation (GDPR) complements the Data Protection Act 2018 (DPA 2018) and together, these regulations provide significant rights to individuals and place a statutory responsibility on all organisations to ensure that personal data is managed appropriately. The Association takes its data protection responsibilities very seriously; we are registered as a Data Controller with the Information Commissioner's Office and we have appointed a Data Protection Officer. An explanation of how we manage your personal data is set out in our Customer Fair Processing Notice, available on our website or on request from our office.

In summary the Customer Fair Processing Notice includes information on;

Your Rights

Everyone now has rights in relation to the personal data that the Association holds on them and you are legally allowed to request this by making a Subject Access Request. Incorrect or incomplete data can also be rectified upon request and in certain circumstances, you may be able to ask for your data to be deleted.

Legal Bases for Data Processing

Organisations must have a lawful basis for processing personal data and they must be fair and transparent about how they use it.

Data Security

GDPR places stricter rules upon organisations so that they take all reasonable measures to guard against breaches of your personal data. If a breach occurs that presents a risk to you, we will let you know at the earliest opportunity and inform the Information Commissioner's Office.

Further Information

For more information on how we manage your personal data, please read our Privacy Policy, available on our website. You can also visit the Information Commissioner's Office (ICO) website: www.ico.org.uk or contact us at the address on the back cover.





Dalmuir Park Housing Association

Your Future Our Future

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 **admin@dpha.org.uk**

 **0141 952 2447**

 **www.dpha.org**

Scottish Charity No SC033471
Co-operative & Community Benefits Societies Act 2014 Reg No. 1917 R(S)
Scottish Housing Regulator No. HAL 98
Scottish Property Factor No. PF000397