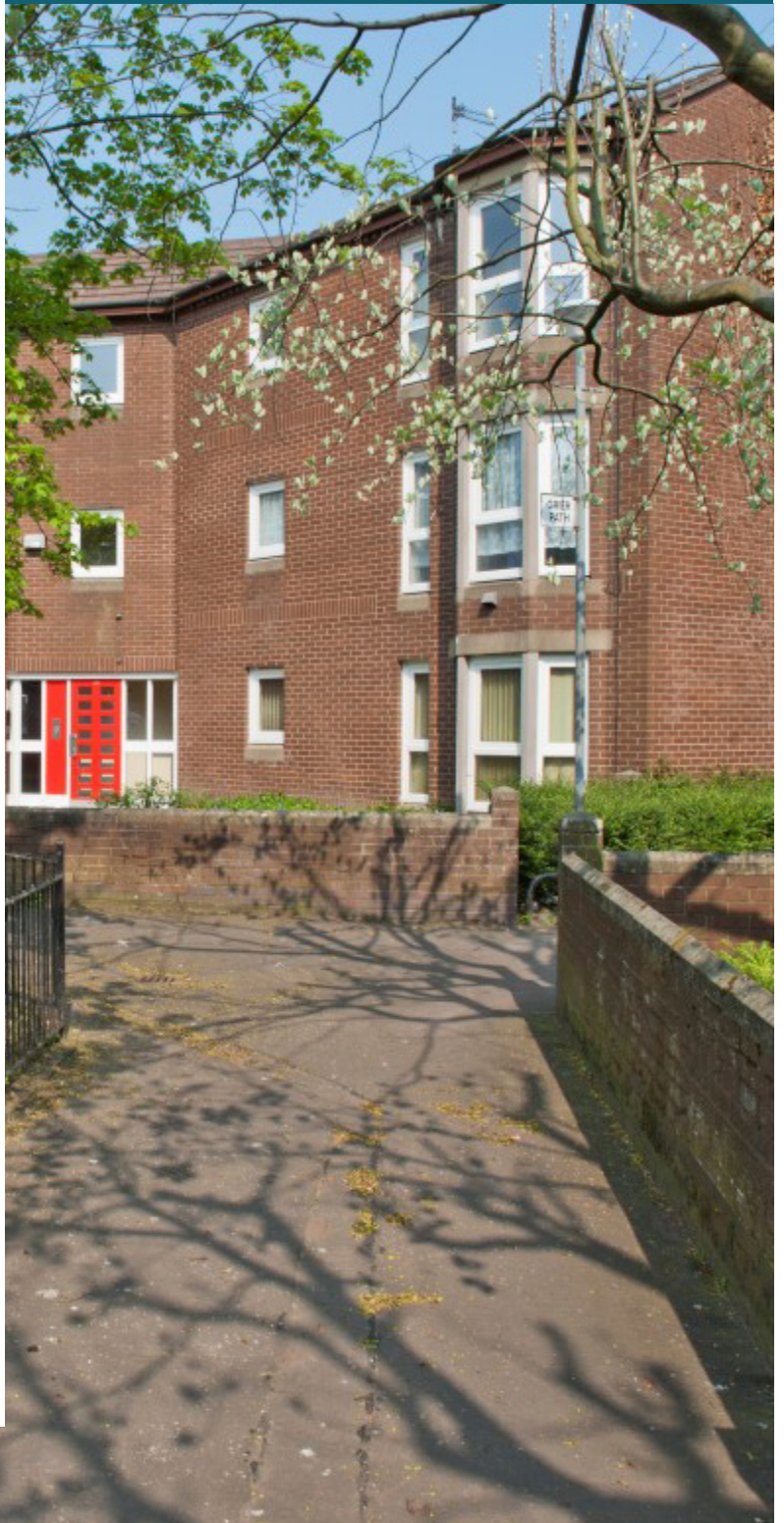




Parkhead
Housing Association

Owner's Handbook

& written statement of
services



Purpose

The purpose of this handbook is to provide general information to owners of the factoring service provided by Parkhead Housing Association. As an owner we see you as a partner in ensuring that our properties and landscaping space are kept to a good standard. We have developed this handbook to provide you with general information on the factoring service we provide to you and other owners throughout the Parkhead area, we hope you find it useful.

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.

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 Service is, and will remain, fundamental to the Code.

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Introduction

Parkhead 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 over 1700 properties in and around the Parkhead area and provides a property management service to over 300 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, as per the title deeds.

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 and 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. Any associated legal costs will be recharged.
- 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 Glasgow City Council Noise Nuisance 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

The Association is responsible for effecting and keeping in force the buildings insurance cover for the block which will automatically be for a minimum of £100,000 per property. Should you or your lenders require the cover to be higher than this, you must advise the Association in writing and a revised premium will be charged.

The premium applicable to your property is calculated as set out in within your invoice and is subject to change annually. Any changes to the insurance cover/premium etc. will be communicated to you in writing on an annual basis.

If a claim requires to be made on the building insurance each owner shall contact the Association who will provide a claim form and adequate details in order for the owner to make the claim. The Association will submit insurance claims on behalf of owners but thereafter it is the responsibility of the owner to contact the insurer to progress this claim. Any decisions on whether a claim is settled or not is the responsibility of the insurer and not the Association.

Where owners wish to take out their own buildings insurance for their property they will be required to provide evidence that insurance is in place and covers a share of the common parts of the building and continues to be in place on an annual basis. This is the responsibility of each owner, should this evidence not be provided the Association reserves the right to insure the property on the owners behalf and the whole annual fee will be applied.

Please note that sharing owners cannot opt out of the Association's block buildings insurance.

Summary of Cover, including the Claims Procedure, can be obtained by contacting the Association or via the Association's website.

Service Charges & Typical Invoice Items

Backcourt Maintenance

This includes back court maintenance throughout the year and the general upkeep of the area. It includes the upkeep of open areas where relevant.

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.

Close Cleaning

This includes cleaning common stairways on a weekly basis.

Common Repairs

The Association has the delegated authority of the owners within the block to instruct and have carried out repairs and maintenance to the common parts of the block being factored provided that the anticipated cost to each owner of any one item at the time when it is instructed will not exceed £300 or such other sum as may be agreed with a majority of owners of the block.

If the anticipated cost of any such item exceeds £300 it shall be instructed and carried out only when the work has been approved by a simple majority of the owners of the block and all of the owners have paid their share to the Association in full.

The Association may also instruct works at a cost exceeding £300 per owner if the works are required in an emergency or it considers the expense to be justifiable on grounds of health or safety.

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 quarterly 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.

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.

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.

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.

Invoice & Payments

The Association will provide you with an a paper invoice on a quarterly basis (on 30th April, 31st July, 31st October & 31st January). Your invoice will detail what you have been charged for and a statement of account showing invoices due and payments made. The Management Fee will be payable in four equal payments and will form part of your quarterly invoice. In addition, the Association will issue an annual statement of account with its July invoice.

Payment should be made using the bank details which can be provided upon request. 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 request, 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 will likely be liable for legal costs incurred by the Association whilst following this Debt Recovery Procedure.

Parkhead Housing Association is VAT registered and we are required to apply the standard rate of VAT to our Management Fee service charge and common repairs for commercial owners.

Change of Ownership

Each owner shall notify the Association of any changes in ownership of their property. On receipt of notification of such sale the Association will arrange to apportion the charges and sums due by the owner for the period to the date of sale. An administration charge of £50 will be made to any owner selling a property within the block for the apportionment of common charges and updating of information as to ownership. In addition, a charge of £5.00 per copy certificate will be levied by the Association for any documentation requested by or on behalf of an owner subject to a maximum of £30.00.

Private Letting

If an owner privately lets their property, be it a residential property or a commercial one, the Association will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their tenant. Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them.

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. – Factoring Team.

Repairs, Planned Maintenance Program etc. – Technical Services 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 using the following contact details –

email@parkheadha.org.uk
0141 556 6226
Parkhead Housing Association
40 Helenvale Street
Parkhead
Glasgow

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. For more information visit www.housingandpropertychamber.scot



Understanding 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 (Parkhead 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.

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.

Apportionment

The percentage share that your property holds within the block as set out within the title deeds.

Shareholder Membership

If you would like to apply for membership of the Association, please contact our office for an application form. 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 Model Rules from our website.

Written Statement of Service

The Association is required to provide you with this Written Statement of Service 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:

1. a compulsory register for Property Factors;
2. 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
3. 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 Service, 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.

Authority to Act

The Association is the Property Factor acting for and on behalf of all dwellinghouse owners within the block of flats of which your property forms part. The Association was appointed to act as Property Factor in accordance with the provisions of either the title deeds relating to your property or in accordance with the Tenements (Scotland) Act 2004 if applicable

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

The Association will –

1. Make periodic visits to the block and take appropriate action to deal with any repairs affecting the common or shared areas which are discovered.
2. Instruct firms which, from our experience, we believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost, to maintain, repair, decorate, arrange lighting and cleansing and renewing, reinstating and rebuilding of the common parts of the block and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.
3. Instruct firms which, from our experience, we believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost to inspect, maintain in good working order, repair, overhaul, replace, renew and operating the plant and equipment used in common by the owners of the block including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that the Association consider necessary
4. Employ professionals such as accountants, architects, engineers, surveyors or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of this Schedule and the proper costs (but not more than once every year) of an independent professional valuation of the block for the purpose of assisting towards the determination of the full cost of reinstatement of the block
5. Provide, service and monitor fire fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) and any other signs or other notices required by the local Fire Officer and/or insurers (and repair, maintain and renew the same).
6. When instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.
7. Arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.
8. Obtain estimates from several tradesmen for the same job where they consider it to be in the interests of the owners, advise the owners as appropriate and obtain their instructions before proceeding.
9. Where the proposed repair is mutual to an adjoining building negotiate with the adjoining owners or property manager and endeavour to ensure that the work is agreed and then completed satisfactorily at a reasonable cost

10. Provision of such security equipment and apparatus for the property as the Association shall think fit and proper to employ and/or use and in the provision, maintenance, replacement and renewal of such security equipment from time to time
11. Investigate any complaints of unsatisfactory work and where considered necessary by the Association and if so instructed by a majority of the owners arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.
12. Check tradesmen's accounts when rendered, including any charge of VAT.
13. When a change of ownership takes place on request make the necessary apportionment of insurances, repairs and other outgoings between the seller and the purchaser. A charge of £50 is made for this additional work and is payable by the seller together with all correspondence with the purchasing/selling solicitors.
14. If requested, arrange to make available for inspection on one occasion in each year copies or originals of all tradesmen's accounts for that year (additional copies can be provided at separate cost).
15. Arrange insurances including insurance against loss by fire and other risks normally insured against under a common comprehensive insurance Policy (which policy is to cover all the flats within the block and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of the Association and taken out and held for behalf of all the owners and the holders of bonds or other securities over the same (if any) for their respective right and interests;

Financial & Charging Arrangements

Allocation of Costs

You are responsible along with the other owners in the block for a share of the maintenance and repairs carried out in relation to the block. Your share will be charged in accordance with your title deeds or where appropriate the Tenements (Scotland) Act 2004.

Each owner within the block is responsible for a share of the cost of maintaining the common parts of the block in various shares. Schedule 2 details the share of the common charges payable by each owner in the block.

All charges, assessments and outgoings for water, electricity, fuel, telephone and public or statutory utilities payable in respect of the common parts of the block will be charged as per your title deeds and in accordance with Schedule 2 hereof .

Invoicing

The Association will provide you with an a paper invoice on a quarterly basis (on 30th April, 31st July, 31st October & 31st January). Your invoice will detail what you have been charged for and a statement of account showing invoices due and payments made. The Management Fee will be payable in four equal payments and will form part of your quarterly invoice. In addition, the Association will issue an annual statement of account with its July invoice.

Payment

You will have to the end of the billing period from the date of the invoice in which to make payment. If the invoice is not paid in full the Association will have no option but to follow the steps set out in its Factored Owners Debt Recovery Protocol available on request from their office. Copy invoices can be obtained from the Association.

You can pay your invoice by the following methods:-

- By cheque made payable to the Association
- At any Pay Point
- Debit card/credit card
- Bank transfer
- Postal order
- Standing Order
- Direct debit

Declaration of Interest

The Association is a Registered Social Landlord (registered with the Scottish Housing Regulator), a registered charity (Office of Scottish Charity Regulator No. SC0 30908), a company registered under the Co-operative and Community Benefit Societies Act 2014 (regulated by the Financial Services Authority) and a Property Factor registered with the Scottish Government PF000252.

Our principal business is the provision of quality, affordable housing for rent in the Parkhead area and surrounding localities. The Association will (is likely to) own properties within the block it factors.

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 Factoring Arrangement

The appointment of the Association as factor may be terminated on the instructions of a majority of the owners in the block (or such other manner as the title to your property may provide) or by the Association, in each case upon giving not less than three months' prior notice in writing.

The owners authorise the Association to act on the instructions of a majority in number of the owners in the block whose decision shall be binding upon all of the owners in the block in relation to the carrying out of cleaning, repairs and maintenance to any and all common property.

For the purpose of instructing the Association on factoring matters, each owner in the block shall have one vote for each property owned by him and which is occupied by him/her or is separately occupied by his/her tenant or is unoccupied. If the title deeds for the development allocate votes on the matter of factoring/maintenance/repairs in a different matter, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded. Where the ownership of the property is shared between the Association and the owner the Association shall be entitled to cast the vote relating to that property.

How to Contact the Association

Phone – 0141 556 6226

Email – email@parkheadha.org.uk

Website – www.parkheadha.org.uk

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 Fair Processing Notice, available on our website or on request from our office. In summary the 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 Basis 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 directly.