

Written Statement of Services – Factored Owners



Written Statement of Services under the Property
Factors (Scotland) Act 2011.

East Renfrewshire Council: Property Factor

Registration Number: PF000343

Revised version: January 2018



What is the Written Statement of Services?

The Written Statement is a statement of services that set out the terms and delivery standards of the arrangements in place between the council and the homeowner in a simple and transparent way.

Is East Renfrewshire Council my factor?

Yes your block is factored. This is because you live in a cottage flat or tenement where there is one or more council owned property and:

- all of the title deeds of the sold flats in your block have a full factors clause and make provisions for the council's Housing Services to act as a factor and charge a factoring fee or,
- a majority of owners in the block, including the council, voted for the block to be factored by the council in accordance with the Tenement (Scotland) Act 2004.

All homeowners have a set of legal documents known as title deeds. The title deeds set out the legal responsibilities on each homeowner for their own flat and for the common parts of their block. The council will act in accordance with what is stated in your title deeds when arranging and carrying out necessary common repairs.

If your title deeds are silent or inconsistent on a matter we will refer to the default legislation, the Tenement (Scotland) Act 2004. This Act establishes in law the arrangements for common parts if the title deeds do not cover it or are inconsistent between two or more properties.



Factoring – What Does the Law Say?

Property Factors (Scotland) Act 2011

The Property Factors (Scotland) Act 2011 was passed as law by the Scottish Parliament in March 2011 and came into force on 1 October 2012.

The law was developed to regulate property factors and provide a more transparent relationship between factors and homeowners. It aims to protect homeowners by providing minimum standards for property factors. It applies to all residential property and land managers whether they are private sector businesses, local authorities or housing associations.

The Act has three main elements:

1. A compulsory register of all property factors operating in Scotland
2. A code of conduct that sets out minimum standards of practice with which all registered property factors must comply
3. A route for redress to the Housing and Property Chamber, First Tier Tribunal for Scotland. Homeowners will be able to apply to the Tribunal if they believe that their factor has failed to comply with the code of conduct or otherwise failed to carry out their property factor duties.

How will the Property Factors (Scotland) Act 2011 affect you?

As East Renfrewshire Council acts as factor for your block your property has been registered with the Scottish Government.

In line with the Code of Conduct, the council, as factor, is required to provide every factored homeowner with a copy of their Written Statement of Services.





Services Provided

In return for your annual factoring fee, East Renfrewshire Council will provide you with a number of core services.

What core services do I get for my factoring fee?

Administrative tasks:

- Managing our Property Factor Register portfolios of factored properties
- Maintaining a homeowners' database including the monitoring and recording of all changes of ownership
- Providing information about factoring and common repairs issues
- Preparing and distributing Written Statement of Services
- Checking title deeds and seeking legal advice on factoring and common repairs issues
- Investigating and answering customers' enquiries and complaints on repairs and factoring issues
- Writing and distributing the annual newsletter
- Conducting customer satisfaction surveys
- Developing the service further and continuing to make improvements.



Repairs management:

- Providing a facility for reporting common repairs within regular office hours
- Providing a 24 hour service for arranging a contractor to attend emergency common repairs within 4 hours of the call
- Managing and maintaining an asbestos register
- Instructing and paying for an asbestos survey of common areas as required under health and safety legislation prior to a contractor carrying out work
- Regular inspection of asbestos containing materials in common areas in accordance with health and safety legislation
- Arranging a contractor to carry out non-emergency common repairs and improvements.
- Carrying out inspections of reported repairs where appropriate / necessary to confirm repairs requirements
- Estimating costs for repairs
- Procuring best value contractors to carry out repairs in accordance with Scottish Government procurement regulations for public bodies
- Seeking one-off competitive quotes for high value repairs where an existing best value contract is not appropriate to use for the repair
- Keeping homeowners informed about common repairs and maintenance
- Arranging and attending meetings with homeowners to make decisions on common repairs and maintenance in accordance with title deeds and/or the Tenement (Scotland) Act 2004 (where needed)
- Inspecting repairs in progress (where needed)
- Post-inspecting repairs once they are complete (where needed)
- Seeking additional information on repairs carried out where this is needed to ensure the correct owners are charged for the repair (e.g. work to common drains)



- Meeting contractors on a regular basis to ensure quality is maintained
- Raising inspections and cheque requests for homeowners who carry out their own work.

Invoicing homeowners:

- Checking costs for works completed to ensure charges are correct prior to invoicing
- Calculating owners' share of the cost of completed jobs in accordance with title deeds, Tenement (Scotland) Act 2004 and/ or by usage, whichever is appropriate
- Issuing invoices to customers
- Investigating and answering customer's enquiries and complaints on invoice issues
- Implementing debt recovery procedures, up to and including legal action, where owners fail to pay their invoices.

The objective of the factoring service is to make sure that necessary common repairs are carried out effectively, efficiently, at best value, and in accordance with the law.

The annual factoring fee covers the cost of the core services outlined above. However, the cost of any actual repairs carried out is not covered by the factoring fee and is charged separately. The cost paid to the contractors to attend to a reported repair and carry out that repair is charged to all of the owners in the block in accordance with the title deeds, Tenement (Scotland) Act 2004 and/ or by usage.

The same applies to any visit made by the contractor where a full repair cannot be carried out. This includes visits to make safe, visits to do temporary repairs or visits where they have attended to carry out a repair but for any reason are not able to do it. For example, where no access is provided or where only a substantial repair will resolve the issue which they are unable to do there and then.





What other services does East Renfrewshire Council provide?

From time to time East Renfrewshire Council may administer other common repairs and maintenance that are not necessary, for example, improvements and upgrades of common parts. Full agreement from all homeowners within a block is required to carry out this type of work.

In some instances common landscaped areas are maintained. East Renfrewshire Council do not factor ponds or play parks where the local authority owns the land.

In addition, East Renfrewshire Council may carry out other services considered by the council to be reasonably related to the management of common parts of the property which are not included in the list of core services above. Details of cost will be provided to you in writing before any work is undertaken.

The council, as factor, does not carry out annual inspections of properties on behalf of homeowners, nor does it have any responsibility to do so as factor. All owners in a tenement/ block have responsibility for monitoring the condition of their building and reporting any repairs required.

The council can arrange cyclical maintenance where it considers this is appropriate, or on request from owners in a building. As with other work the council organises as factor, this will be undertaken in liaison with owners and in accordance with title deeds, Tenement (Scotland) Act 2004 and/ or by usage etc.

East Renfrewshire Council also undertakes major programmed works, funded by the council borrowing money for the work it carries out to its houses, to replace common parts when this is necessary.

Examples of major programmed works are:

- renewal of roof coverings (tiles, slates etc)
- re-rendering
- external wall insulation
- drainage renewal
- projects to eradicate rot or rising dampness
- structural problems

This major programmed work, as with all other work carried out by the council on common parts of a building, is carried out in line with the conditions of your title deeds or if the deeds are silent, within the terms of the Tenement Management Scheme under the Tenement (Scotland) Act 2004. Any major programmed works carried out are additional to the core services of the factoring service and are subject to separate fees and charges.

Owner Notifications for Common Repairs

Homeowners will be notified where possible in advance of non-emergency work being undertaken and provided with estimated costs at that time.

Emergency or Urgent Repairs

We aim to respond to emergency repairs within 4 hours and to urgent repairs within a few days (although the formal target for urgent repairs is 10 days). It is therefore not usually possible to notify you in advance where emergency or urgent work is required.

We will notify you where possible when emergency or urgent work has been instructed or carried out and will provide estimated costs if they are available. (See Communication, Consultation and Complaints section).



We may also instruct certain other minor repairs without notifying you in advance, for example, minor roof or gutter repairs, jetting blocked drains, other minor plumbing repairs, reinstating close lights, minor door entry repairs and adjusting the timeclock for close lighting. These tend to be either low value repairs that need attending to quickly, or are where a tradesman is sent to inspect a repair and is able to carry out the repair there and then. This saves money as it avoids two visits – one to inspect the work and one to carry out the work.

How do you report a common repair?

- In person at:
East Renfrewshire Council
211 Main Street
Barrhead G78 1SY

or

East Renfrewshire Council HQ
Eastwood Park
Giffnock G46 6UG
- By telephoning Customer First on 0141 577 3700 during office hours between 8.45am and 4.45pm Monday to Friday
- By email to
customerservices@eastrenfrewshire.gov.uk
- By telephoning the out of hours number for emergencies on 08080 031601. This line operates out with office hours between 4.45pm and 8.45am Monday to Friday and from 4.45pm on Fridays until 8.45am on Mondays.



Common Repair Response Targets

The council has formal, contractual targets, although we will often act more quickly than this where appropriate. We will respond within the following timescales where we have the authority to act including when we have the consent of a majority of owners:

- Emergency – make safe repair within 24 hours from being notified. Where there is an emergency, out-of-hours access may be required. Emergencies are only carried out to prevent damage or in the interests of health and safety and where there is not time to use the normal channels of consultation and decision-making.
- Urgent – 10 working days. Urgent is classified as repairs which if left unattended could lead to a deterioration in the property or result in a safety risk. Sometimes urgent work cannot be instructed until owners have been notified of costs or have given their consent for the work if required.
- Routine – complete within 25 working days from work being instructed. These are internal or external repairs where there is no risk to the property or tenant/owner. Routine work is usually only instructed after owners have been notified of costs or asked to give their consent if required. If major programmed works are going to be undertaken, owners will be consulted separately prior to any works going ahead.

Homeowners can also seek advice and assistance for repairs and improvement work from the local authority under the 'scheme of assistance'. Homeowners will be kept up to date where possible of any work in progress and given estimated timescales for completion.



Appointing Contractors

There is no requirement within the title deeds for the council to obtain quotes from contractors to carry out work. We do however work within the council's overall policy of achieving best value and will issue work either to their directly employed council workforce the Housing Maintenance Team (HMT), or to an approved external contractor who has been shown to be best value.

The council is required to operate under Scottish Government regulations and its own policies to deliver Best Value. These require the council to seek competitive quotes where the cost is estimated to be in excess of £10,000. However, Housing Services will consider seeking two or more quotes even when work is estimated to cost less than £10,000, especially if it falls out with the expertise of the Housing Maintenance Team and we do not have best value contracts in place.

Where there has been a competitive tendering exercise carried out documentation can be made available for inspection upon request (excluding any commercially sensitive information). Where paper copies are requested there will be a reasonable charge made for this. Any charges will be notified in advance. This information can be obtained by submitting a Freedom of Information request.

Please note that only summary costs, for example total for roof or total for render, can be shown to owners. This is to protect the commercial confidentiality of contractors' detailed costs.

There will not be any commission, fee or other payment or benefit made by the contractor to East Renfrewshire Council, nor any financial or other interests applied.

If an outside contractor is employed and there is a defect they will be pursued to remedy the defect. Each contractor will have a contract that will determine the period of time in which they should remedy any defects. This also applies to work undertaken by East Renfrewshire Council.

The length or period of any defects liability period tends to be in accordance with the value of the work – where it is a minor repair this may only be a few weeks or months, while with major works it can be up to a year.

The Housing (Scotland) Act 2006 includes various statutory powers that the council may use where it is apparent that owners are failing to maintain or repair their properties. Nothing in this written statement shall restrict or limit any intervention by the council using these statutory powers. The use of enforcement powers will be subject to the council's discretion and the availability of resources.



Financial and Charging arrangements

How will owners be charged for factoring services and common repairs?

There is a standard factoring fee charged to every factored owner. This is an annual charge, invoiced between April and June each year. You will be notified separately of the factoring fee each year. Factored owners will be invoiced separately for their share of the cost of any repair or maintenance work carried out. The share you pay is either stated in your title deeds or is based on who uses the common part being repaired or replaced.

Invoices will be raised periodically throughout the year. East Renfrewshire Council does not operate a specific monthly, quarterly or annual cycle. We do not charge owners until we have had an invoice from the contractor. We aim to send you an invoice for work carried out within a year from the date that the work was done. Where an owner's share of the work is less than £10 it will be accumulated and recharged along with the next available invoice. Charges are due even when a property is unoccupied.

The financial year runs from 1 April to 31 March. Once an invoice has been raised payment will be due from the homeowner within 28 days. Any major programmed works done under the council's capital investment programme is subject to separate fees and charges. You will be notified of these costs separately if major programmed works are proposed at your block.

What happens when owners don't pay charges?

East Renfrewshire Council will take prompt action against owners who fail to pay their factoring fees. All invoices for services and supplies are due to be paid upon receipt.

- Invoice: due to be paid within 28 days from the date of the invoice
- Reminder: sent if not paid within 28 days from the date of the invoice
- Final Notice: issued if still no payment 14 days after the Reminder is issued
- Where no payment is received 14 days after the Final Notice is issued, East Renfrewshire Council's Legal Services or Sheriff Officers will be instructed to commence legal action to recover the debt.

If you have fallen behind with your factoring charges, either your factoring fee or your share of costs for common repairs, you can contact the council to discuss making an arrangement to clear the debt. Please note that this can only be discussed once an invoice has been issued. If you already have an arrangement in place it is very important that this is adhered to.

To be fair to the homeowners who do pay in full and on time it is important to note that East Renfrewshire Council will actively pursue legal action to recover debts where there has been no attempt to clear the arrears or an arrangement has not been kept.



What happens when owners don't pay charges? (continued)

East Renfrewshire Council will explore all reasonable options to assist customers who have factoring arrears in reducing and clearing them. On request, officers from East Renfrewshire Council will meet with customers in person to discuss any issues about their factoring account, either in our office, at their home or some other convenient location.

East Renfrewshire Council will take legal action where a customer continually fails to engage and co-operate in reducing their arrears balance, or repeatedly breaks a formal repayment arrangement. A full range of legal sanctions are available and in the most serious of cases this may include lodging an inhibition, which may prohibit an owner from selling their property until their factoring arrears have been cleared. East Renfrewshire Council use their own Legal Services and employ the services of a Sheriff Officer to recover unpaid monies.

There is currently no interest charged on late payments. This may be reviewed by the council, at any time. You would be notified if such a charge were to be introduced. Where the debt is pursued through the legal process all expenses will be recharged to the homeowner.

The debt recovery procedure is available on the website and also available in different formats by request. East Renfrewshire Council does not operate floating funds nor sinking funds, although this may be something the council introduces in the future. The council is keen to encourage and enable budgeting for major works and to this end will take advance payments where major works are planned.



Legal sanctions will be explained to owners at the final stage of the process. This is when an owner's arrears have escalated and a payment arrangement has not been adhered to and/or no attempt to clear the arrears has been made.

Where there is joint liability East Renfrewshire Council has the right to inform all affected owners that there is outstanding debt against one or more properties within their block. The debt recovery procedure will be followed consistently and this ensures that any homeowner will be informed of any intention to take legal action.

Disputed debt investigations by the Housing and Property Chamber, First Tier Tribunal for Scotland will not have interest or late payment charges applied during the period of consideration by the Tribunal.



What happens if the property is sold or the factoring agreement terminated?

The homeowner must inform East Renfrewshire Council that a property is being sold to another party. The council can be notified directly by the homeowner or by the solicitor acting on their behalf.

Some sellers do not make East Renfrewshire Council aware of a proposed house sale. East Renfrewshire Council may register a 'Notice of Potential Liability for Costs' with the title deeds or land certificate if there are unpaid costs against a property.

As long as this notice is registered 14 days before a sale takes place, it will make the selling owner and new purchaser liable for the costs. If the debt is not cleared before the sale, an adjustment can be made to the purchase price to take account of the unpaid costs.



If a property changes ownership, all financial information relating to that account will be provided to the selling owner in advance or within three months of termination unless there is a good reason not to. An example of this may be where the council is waiting on invoices for works carried out as this is needed before an invoice can be raised for the homeowner.

Any funds due to the homeowner will be returned at this point (less any outstanding debts). The council may make a charge for providing information on request to homeowners and/ or solicitors, acting on behalf of sellers and purchasers of properties factored by the council.



Communication, Consultation & Complaints

Good communication is essential to the delivery of an efficient and effective service. This document is issued to owners to clarify the responsibilities and rights of all parties to the factoring service. Communication will never be false or misleading, abusive or intimidating.

East Renfrewshire Council will write to homeowners prior to carrying out work or services which will incur charges or fees. However, there may be occasions when an emergency occurs and for health and safety reasons or to prevent damage to any other part of the block this work will be carried out without notification or a scheme decision. Homeowners will still be liable for the costs in the same way that they are liable for maintenance costs. Any work in an emergency will be kept to a minimum and if further non-emergency work is required this will only be undertaken after consultation or notification.

For a scheme decision each property carries entitlement to one vote regardless of whether the property has more than one owner. (For example a couple with a joint mortgage only get one vote). It should be noted that an owner can appoint someone else to make decisions on their behalf. The council has one vote for each property it owns.



How do I make a complaint?

East Renfrewshire Council has a complaints handling procedure which is available online and can also be made available in different formats.

There are set timescales in the complaints handling procedure and if these cannot be adhered to for any reason, the homeowner will be given an indication of timescale and a reason for the delay.

If there is a complaint about a contractor this will still be dealt with through the complaints handling procedure with the council and any decision will be given either verbally or in writing.

Timescales are :-

- Acknowledge within 3 working days
- Frontline Resolution 5 working days
- Investigation 20 working days

There will be no charge made for any administration time spent on complaint handling.

All correspondence relating to complaints will be retained electronically for three years as this information may be required by the Housing and Property Chamber, First Tier Tribunal for Scotland.

Any information requested by the Tribunal to a property factor or homeowner must be provided.



Housing and Property Chamber, First Tier Tribunal for Scotland

Under Section 17 of the Property Factors (Scotland) Act 2011, homeowners can make an application to the Housing and Property Chamber, First Tier Tribunal for Scotland for a determination of whether their property factor has failed to carry out their property factor duties, or failed to comply with the Code of Conduct.

To take a complaint to the Tribunal, homeowners must firstly notify their property factor in writing of the reasons why they consider that the property factor has failed to carry out their duties, or failed to comply with the Code.

Complaints can only be heard by the Tribunal from homeowners and not tenants. The property factor must also have refused to resolve the homeowner's concerns, or have unreasonably delayed attempting to resolve them.

The property factor must comply with any request from the Housing and Property Chamber, First Tier Tribunal for Scotland to provide information relating to an application from a homeowner.

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

Telephone: 0141 302 5900
Email: HPChamber@scotcourtsribunals.gov.uk
Website: www.housingandpropertychamber.scot





Declaration of Interest

East Renfrewshire Council has an interest by virtue of being an owner of property within mixed tenure blocks where there is at least one council owned property and acts as both landlord and factor. We also award contracts for work to our in-house contractor and to external contractors.

How to end the arrangement

Your title deeds may provide a method of terminating any factoring arrangement.

Alternatively, if your deeds are silent on this point, the Tenement Management Scheme under the Tenement (Scotland) Act 2004 may allow a majority of owners in your block to dismiss a factor or appoint a new factor.

To change your factor you should hold a meeting with all of the owners at your block, including the council, to discuss possible options and to cast a vote on the changes.

If a new property manager is appointed it is necessary to agree a date for the new management responsibilities and provide the former and new factor with reasonable notice.

An exception to the process above is if you have a full factors clause in your title deed. You cannot dismiss the council as a factor until 30 years after the first flat was sold at your block through Right to Buy.

There may also be an option to change factor through the terms of the Title Conditions (Scotland) Act 2003.

If you are considering removing the council as factor we would strongly advise you to seek your own legal advice on this matter.

For any proposal for change to be legally binding it must be carried out within strict accordance with title deeds and/or any relevant legislation.

There will be no penalty charges applied for early termination. If a homeowner decides to terminate their arrangement or a property changes ownership, all financial information relating to that account will be provided within three months of termination unless there is a good reason not to.



Insurance

East Renfrewshire Council has adequate professional indemnity and public liability insurance in place.

East Renfrewshire Council does not provide either buildings or contents insurance to homeowners.

These are the sole responsibility the homeowner. Within the terms of your title deeds or the Tenement (Scotland) Act 2004, every homeowner must ensure that their property is adequately insured to cover full reinstatement costs of the building.

Any owner may by notice in writing request the owner of any other flat in their tenement/ block to produce evidence of:

(a) the policy in respect of any contract of insurance which the owner of that other flat is required to have or to effect; and

(b) payment of the premium for any such policy

The owner has 14 days to produce the evidence requested.

Factoring Service Contact Details

Factoring Team
Housing Services
211 Main Street,
Barrhead
G78 1SY

Email: Factoring.Team@eastrenfrewshire.gov.uk
Telephone: 0141 577 3001



This document can be explained to you in other languages and can be provided in alternative formats such as large print or Braille. For further information, please contact Customer First on 0141 577 3001 or email customerservices@eastrenfrewshire.gov.uk

آپ کے لیے اس دستاویز کی دیگر زبانوں میں وضاحت کی جاسکتی ہے اور یہ دیگر مختلف صورتوں میں جیسا کہ بڑے حروف کی لکھائی اور بریل (ناپیدا افراد کے لیے) اور بڑے حروف کی لکھائی (میں فراہم کی جاسکتی ہے۔ مزید معلومات کے لیے برائے مہربانی ٹیلیفون نمبر 0141 577 3001 پر کسٹمر فرسٹ سے رابطہ کریں یا customerservices@eastrenfrewshire.gov.uk کے پتہ پر ای میل بھیجیں۔

आप के लिए इस दस्तावेज़ की व्याख्या अन्य भाषाओं में की जा सकती है और बदलवें रूपों जैसे बड़े अक्षरों और ब्रेल पर भी प्रदान की जा सकती है। कृपया अतिरिक्त जानकारी के लिए कस्टमर फस्ट वालों से इस फोन नंबर पर संपर्क करें: 0141 577 3001 व इस पते पर ईमेल करें: customerservices@eastrenfrewshire.gov.uk

এই পত্র অন্যান্য ভাষায় বর্ণনা ছাড়া নানা বিকল্প আকারেও দেয়া যেতে পারে যথা – বড় ছাপান অক্ষরে এবং উঁচু গঠিত বর্ণমালায়ও (Braille) দেয়া যেতে পারে। এ বিষয়ে আরও খবরাখবরের জন্যে যোগাযোগ করুন কাৰ্ষ্টোমার ফাৰ্ষ্ট টেলিফোন: ০১৪১-৫৭৭ ৩০০১ অথবা ইমেইল : customerservices@eastrenfrewshire.gov.uk

ਤੁਹਾਡੇ ਲਈ ਇਸ ਦਸਤਾਵੇਜ਼ ਦੀ ਵਿਆਖਿਆ ਹੋਰਨਾਂ ਭਾਸ਼ਾਵਾਂ ਵਿਚ ਵੀ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ ਅਤੇ ਇਸ ਨੂੰ ਬਦਲਵੇਂ ਰੂਪਾਂ ਵਿਚ ਜਿਵੇਂ ਵੱਡੇ ਅੱਖਰਾਂ ਅਤੇ ਬਰੇਲ ਤੇ ਪ੍ਰਦਾਨ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ। ਵਧੇਰੇ ਜਾਣਕਾਰੀ ਲਈ ਕਸਟਮਰ ਫਸਟ ਵਾਲਿਆਂ ਨਾਲ ਇਸ ਫੋਨ ਨੰਬਰ ਤੇ ਸੰਪਰਕ ਕਰਨ ਦੀ ਕ੍ਰਿਪਾਲਤਾ ਕਰੋ: 0141 577 3001 ਜਾਂ ਇਸ ਪਤੇ ਤੇ ਈਮੇਲ ਕਰੋ: customerservices@eastrenfrewshire.gov.uk

這份文件可以使用其他的語言解釋,亦可以提供其他形色的版本,例如大字和凸字。請聯絡客服務 (Customer First) 索取進一步的資料。
電話: 0141 577 3001 或電郵
customerservices@eastrenfrewshire.gov.uk



East Renfrewshire Council
Council Offices, Eastwood Park, Rouken Glen Road, Giffnock,
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