



**SHETTLESTON
HOUSING
ASSOCIATION**

Written Statement of Services

1. Written Statement Introduction

We are committed to providing a factoring service to owner-occupiers in Shettleston. As a Registered Social Landlord and a Registered Scottish Charity, our aim is to deliver high-quality, responsive services at an affordable price. We have a professional team in place to support you, including an in-house welfare rights advice service available to all owners. We continually review our services and customer feedback to improve what we do and how we do it.

As a Registered Scottish Charity, we are dedicated to supporting people in our communities.

Shettleston Housing Association is a **Registered Social Landlord** and a **Registered Scottish Charity (SC036687)**. We are a community-based organisation, and our mission is to provide high-quality, affordable homes and services that enhance the lives of our residents and the wider community. We are managed by a **Board of Management Committee** made up of residents and other members of the community who ensure we are a well-run and forward-thinking organisation.

We are registered as a **Property Factor** with Scottish Ministers, and our registration number is **PF000226**. As a registered factor, we are bound by the statutory **Code of Conduct for Property Factors**, which governs our relationship with homeowners and the services we provide.

You can review the register at the Scottish Property Factor Register at <https://www.propertyfactorregister.gov.scot/>

2. Our Purpose and Mission

Shettleston Housing Association are a community-based housing Association providing quality affordable homes and related services for the people and communities of Shettleston, Greenfield, Springboig and Sandyhills.

Our vision is for thriving and prosperous local communities where all residents enjoy great homes and services, an attractive physical environment, and good life chances.

3. Our Commitment to You

Delivering excellent customer service is at the heart of all that we do, and our teams always aim to get it right first time in any interactions with our customers.

This Customer Service Charter outlines what our customers can expect from us in respect of our service delivery, communications and interactions with our staff. Our approach to customer service is led by our values of:

- Customer Service
- Teamwork
- Fairness
- Community Focussed



4. Our Authority to Provide Services

Shettleston Housing Association provides your property management services for one of the following reasons:

- We are named as the factor in your property's Title Deeds.
- We have been appointed as property factor by a majority of owners.
- We have adopted your factoring services transferring from another association

Please refer to appendix 1 which provides more information and applies specifically to your property.

Your Title Deeds describe the common parts of your property. They also contain the rules governing the management, maintenance, insurance, repair, and improvement of these common parts, as well as the rights and responsibilities of you as the owner and us as the factor.

We will act in accordance with your Title Deeds when arranging and carrying out common repairs and other factoring duties. If your Title Deeds are unclear, we will refer to the **Tenement (Scotland) Act 2004**.

5. Our Role

The homeowners are responsible for keeping the common parts of their building and land clean, well-maintained, and in good order. In some properties, the Association may undertake these services (such as cleaning and maintenance) on behalf of the homeowners for a fixed service charge. This service charge will be reviewed annually. You are also responsible for reporting common repairs to us as soon as you become aware of them.

We are here to assist you by providing the services outlined in your Title Deeds. This includes managing the common parts of your property, such as the stairs, landings, shared backcourts, and landscaped areas. Your Title Deeds may also specify other responsibilities for us, such as arranging buildings insurance and making repairs to common areas. We will act on behalf of you and your neighbours within the scope permitted by your Title Deeds.

There are certain things we cannot do as factors, as we do not have the same powers as social landlords or local authorities. For example, while we cannot directly intervene in disputes between neighbours or carry out a formal investigation into Anti-Social Behaviour (ASB), we work closely with the Association's Housing Team. If you report ASB against an association tenant, we will immediately refer the complaint to the Housing Team, who have the necessary powers and expertise to investigate these issues. If your complaint refers to an owner, we can give and make them aware of the complaint however we are unable to take any action. If you are unsure about what we can do to help, please contact us.

You can also refer to Under One Roof - <https://underoneroof.scot/>. Under One Roof provide information and guidance to Factored Owners.

We provide core factoring services to you through the management fee we charge. This includes:

- **Responding to repair requests:** We are responsible for arranging and managing all common repairs. You can report repairs to our office during business hours. For emergency common repairs out with business hours, you should contact our **out-of-hours service**. You can reach this service via our main telephone number **0141 763 0511**.
- **Administration of your account:** We will set you up on our systems, provide regular billing, and administer your account.

- **Collecting fees:** We are responsible for collecting all factoring fees, including the management fee and common repair costs. We will also pursue owners who are in arrears with their payments and take debt recovery action where necessary.
- **Providing information:** We will provide you with information about your responsibilities as a homeowner and keep you informed of any changes to our services or legislation that may affect you.

6. Buildings Insurance

Your Title Deeds will state if we are required to arrange buildings insurance for your property and the common parts of your building. This is designed to protect all owners in the event of damage from a prescribed risk such as fire or flood, as outlined in the **Tenements (Scotland) Act 2004** and the **Tenements (Scotland) Act 2004 (Prescribed Risks) Order 2007**.

To ensure the structural integrity of the entire building is protected, it is compulsory for all tenemental properties to be covered by Shettleston Housing Association's Buildings Insurance. This avoids gaps in cover that can occur with individual policies.

Our Annual Tendering Process

To ensure the best outcome for both our Owners and the Association, we undertake a robust **annual tendering exercise**. Our process is designed to achieve the most competitive premiums without compromising on the quality of protection.

- **Competitive Bidding:** We invite multiple insurers to bid for our business, evaluating their proposals based on premium costs, claims handling efficiency, and policy enhancements.
- **Value for Money:** By leveraging the collective buying power of the Association, we can often secure lower rates and better terms than would be available on the individual retail market.

Insurance Documentation

Each year, we will send you an annual notice detailing:

- Your specific share of the premium.
- The policy schedule.
- Details of the successful insurance provider.

For precise details of your protection, please consult your **Summary of Cover** document. This outlines the full extent of the common policy's coverage, including limits and specific conditions. You can contact us at any time for more information regarding the policy or the recent tender outcome.

You are responsible for obtaining your own contents insurance.

Making a claim for buildings insurance

It is your responsibility as the homeowner to make a claim for building insurance. Every owner should make their own claim, even if the damage is to a common area.

The insured perils include public liability for the common areas and cover against:

- Flooding
- Burst Pipes
- Storm Damage
- Vandalism
- Fire

If you have joined our block policy and wish to make a claim, please refer to the summary of cover for contact details. These contact details can also be obtained from this office. All claims will be paid directly to you, the customer.

You will need to have the following information on hand when making a claim:

- The property address
- Your telephone number
- The nature of the damage
- How the damage happened

we will notify you of your premium for insurance annually.

7. Deed of Conditions

Your **Deed of Conditions** is a legal document that is part of your property's Title Deeds. It outlines the rights, duties, and obligations of all owners within your building or development concerning common areas. It is an important document that sets out:

- The common parts of your property.
- How common charges are to be paid.
- The powers, duties, and obligations of the factor.
- The responsibilities of individual owners for maintenance.
- How to hold proprietors' meetings.
- How to apportion common costs among owners.
- Rules and restrictions for the use of your property.

Your solicitor should have discussed your Title Deeds with you when you purchased your property. We do not hold copies of your deeds. You can obtain a copy from the **Registers of Scotland** for a fee, or you can contact a solicitor for advice.

8. Our Obligations and Your Responsibilities

Effective property management relies on a clear understanding of the roles and responsibilities shared between the factor and the homeowner. Governed by the **Property Factors (Scotland) Act 2011** and the associated Code of Conduct, the factoring arrangement is a partnership designed to ensure the common parts of your property and land are maintained to a high standard. To clarify this relationship, we outline both the commitments the Association makes to you in **Our Obligations** and the essential duties you have as a factored owner, detailed in **Your Responsibilities**.

Our Obligations

As your property factor, our obligations are to:

- Act on behalf of you and your neighbours to manage the common parts of your property.
- Arrange and manage all common repairs and maintenance.
- Provide a core factoring service for the management fee we charge.
- Collect your share of the costs for services and repairs, including taking debt recovery action where necessary.
- Provide clear, itemised bills and invoices for all charges.
- Comply with the **Property Factors (Scotland) Act 2011** and the **Code of Conduct for Property Factors**.
- Respond to your enquiries and complaints in a timely manner.
- Protect your personal information.

Your Responsibilities

As a homeowner, your responsibilities are to:

- Keep the common parts of your building and land clean and well-maintained.
- Report common repairs to us as soon as you are aware of them.
- Pay your share of the management fee and common charges as they become due.
- Make a claim for your share of any buildings insurance claim, even if the damage is to a common area.
- Familiarise yourself with your **Deed of Conditions** and the rules and obligations contained within it.
- Notify us if you plan to sell your property.
- Participate in consultation and voting on major repairs and services.

9. Carrying Out Repairs and Maintenance

As a homeowner, you have a legal **Duty to Maintain** the common parts of your building, as set out in the **Tenements (Scotland) Act 2004, Section 8**. We are here to help you fulfil this responsibility by arranging and managing all common repairs.

Types of Repairs

- **Routine Common Repairs:** We have delegated authority to complete routine repairs to the common parts of your property within a specified limit amount. This allows us to respond quickly to issues, which can help minimise costs and prevent further damage.
- **Emergency Common Repairs:** We will also arrange for emergency common repairs as needed. You should contact our **out-of-hours service** for any emergency repairs outside of business hours. You can reach this service via our main telephone number **0141 763 0511**.
- **Planned Maintenance:** We will arrange planned maintenance and cyclical repairs. We will provide you with a written notice of any major repairs and will consult with you in line with your title deeds.

Consent for Repairs and Delegated Authority

We have **delegated authority** to instruct and manage common repairs and maintenance up to a value of **£2,000 inclusive of VAT** per repair job. Repairs costing at or below this delegated limit will be instructed and charged to homeowners without prior consultation or voting.

If a repair is estimated to cost more than **£2,000 inclusive of VAT**, we will contact you to seek permission to proceed or follow the consultation process specified in your Title Deeds, whichever is applicable. If we do not receive a response from a majority of owners required by the Deeds, we will not proceed with the repair.

Emergency Repairs: If a repair presents an immediate risk to health and safety or a risk of further damage to the building fabric, we will go ahead with necessary repairs immediately without consulting owners to protect all residents and their properties.

Your Repairs Service

You can report common repairs to our office during business hours. For emergency common repairs outside of business hours, you should contact our **out-of-hours service**. You can reach this service via our main telephone number **0141 763 0511**. You are responsible for keeping the common parts of your building in good condition and reporting repairs as soon as you are aware of them.

Repair Categories and Timescales

We categorise repairs to ensure a prompt and efficient service. Our repair timescales are as follows, weather permitting:

- **Emergency Repair:** An issue that causes immediate risk to health and safety or is likely to cause serious damage to the property or make it less secure.
 - **Example:** A burst pipe in a common area or a damaged roof after a storm.

- **Timescale:** Attend within **4 hours** of the repair being reported and make safe within **24 hours**. Please note that follow-up work may be required to complete the full repair.
- **Urgent Repair:** A repair that needs to be completed quickly but is not an immediate threat to health or the safety of the building.
 - **Example:** Partial loss of electricity, leaking roof, loss of heating/hot water in summer months.
 - **Timescale:** Complete within 3 working days of the repair being agreed upon.
- **Routine Common Repair:** A repair to the common parts of your building that is not an emergency.
 - **Example:** A faulty door entry system, a broken stair light, or a loose handrail.
 - **Timescale:** Complete within **10 working days** of the repair being agreed upon.
- **Major Common Repair:** More complex repairs that may require consultation with all owners. These are typically higher-cost jobs.
 - **Example:** Full roof replacement, large-scale stone-work repairs, or an extensive rot treatment.
 - **Timescale:** We will keep you informed when the work will start and finish, as these projects may take longer to complete.
- **Planned and Cyclical Maintenance:** Work carried out according to a scheduled programme to preserve the common parts of the building and prevent deterioration.
 - **Example:** Common area decoration, or gutter/downpipe cleaning etc.
 - **Timescale:** Work is carried out according to a pre-approved schedule. We will notify you in advance of the planned dates.

10. Core Services and Additional Service

Navigating property factoring involves two main categories of services: those essential to our statutory role and those specific to your property's needs. The provision of services will naturally **vary depending on your property type, layout, and common facilities** (e.g. lifts, gardens). The information below differentiates between the **Core Services** covered by your management fee and **Additional Services** that may be provided. For a full legal outline of all maintenance and service responsibilities tied to your home, please **refer to your Title Deeds**.

Core Services

Our core factoring services are provided to you through the management fee we charge. These services include:

- Arranging and managing all common repairs.

- Administration of your account with us, including billing.
- Collecting your share of costs for services and repairs and pursuing debt recovery when necessary.
- Providing advice and support to homeowners.
- Managing and administering common buildings insurance
- Organising and administering owners' meetings
- Newsletters

Additional Services

Depending on the type of property you live in, we may also provide the following additional common services:

- Back court maintenance, including grass cutting.
- Stair and close cleaning.
- Door entry maintenance.
- Lift and related electrical maintenance.
- Common close fans, smoke vents, electric gates and periodic electrical inspections.
- Land maintenance, which can include, landscaping, and the maintenance of play areas and open spaces.
- Major repairs

If we provide any of these services, they will be detailed in your **Written Statement of Services Part 1 letter**. If you and your neighbours are interested in any of these services, you can contact us to discuss the options and costs. We will then consult with all homeowners in your block, and if a majority agree to the service, we will notify you in writing of the start date and the cost.

11. Charging Arrangements

How costs are shared

The costs for **Core Services** and all common repairs are allocated based on the percentage or fraction of ownership detailed in your **Title Deeds**. In contrast, charges for any **Additional Services** that we provide are calculated as fixed amounts and split on a strictly **equal basis** across all properties receiving that service.

Our Management Fee

The management fee you pay annually covers the comprehensive range of **Core Services** we provide for your property. These services are essential to our role as your Property Factor and ensure the common areas are managed effectively.

Core Services Covered by Your Management Fee

- **Office Access:** Provision of a local office open five days a week (excluding public holidays), with an out-of-hours telephone number for **emergency common repairs**.

- **Repair Management:** Arranging and managing common repairs (emergency, reactive, cyclical, and major) in accordance with the terms of your Title Deeds.
- **Contractor Management:** Careful selection and monitoring of contractors, including payment to them on behalf of owners.
- **Procurement:** Where appropriate, preparing tender and procurement documents and administering these procedures to seek **best value** for owners.
- **Inspections:** Conducting pre- and post-property inspections (reactive and proactive), site supervision where required, and a minimum of four common close/backcourt inspections per annum.
- **Financial Administration:**
 - Preparation and issuing of clear, itemised accounts to owners.
 - Credit control and arrears recovery on behalf of all owners.
- **Buildings Insurance:** Administration of the common block insurance policy, including premiums.
- **Legal & Compliance:**
 - Legal and regulatory compliance as required (e.g., Property Factors Act).
- **Communication & Meetings:**
 - Correspondence and contact with owners as required.
 - Arranging and attending owners' meetings as required.
 - Recording proceedings at owners' meetings and distributing minutes.
 - Issuing a minimum of two Newsletters per annum.

We will notify you in writing **one month in advance** of any increase to the annual management fee.

Management Fees

Management fee increases will increase annually. These increases will typically be in line the Consumer Price Index (CPI at November each year) + 1%. This is for tenemental and non-tenemental stock. Please refer to appendix 1 which provides a detailed management fee charge specifically to your property.

If the annual CPI exceeds 7%, we will consult with owners before implementing the increase. Annual increased will be applied from 1 April each year.

Selling your home

When you are selling your property, we will work closely with your solicitor to ensure a smooth and timely process.

Information and Fees: To facilitate the sale, we will provide your solicitor with essential information about your account, including:

- Any **outstanding debt** or credit balances.
- Details of any **planned major common works** or investment projects.

We charge an **administrative fee** for the time and resources required to prepare and issue these pre-sale conveyancing documents. Please note that this admin fee will **vary depending on your property type** and the complexity of the information required. Your solicitor is responsible for requesting this information and paying the associated fee.

Final Account Settlement

Your final invoice and statement of accounts will be issued to you **within four weeks** of the sale completion date. Once this final bill has been settled, we will remit any remaining credit balance to your forwarding address.

12. Customer accounts and billing

Bills and Invoices

We are committed to providing you with clear and fully itemised bills. To manage the invoicing process efficiently, you will receive your invoice for common works in the quarter immediately following the quarter in which we paid the contractor. Each bill will include a detailed description of the works completed, showing your calculated share of the total cost.

Payment

We offer a range of convenient payment methods to suit your needs:

- Direct Debit
- Standing Order
- Internet Banking
- Debit Card: Payments can be made by phone or in person at the office.
- Pay360: Payments can be made at any Paypoint outlet or Post Office.
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Payments can be made by any frequency you would like for example weekly, monthly.

Please note that we do not accept cash/cheque payments in the office. If you would like further information or assistance with any of the above payment options, please contact a member of our Factoring Team.

Having difficulty paying?

If you are experiencing financial difficulty or have trouble paying your bill, please contact us as soon as possible. We are here to help and encourage you to reach out immediately.

Our dedicated Factoring Team can work with you to establish a manageable repayment arrangement. Furthermore, as part of our commitment to residents, you have free access to our Welfare Rights Team and Energy Advisor, who can provide confidential advice and support with wider financial concerns you may be experiencing.

Debt

Our **Factoring Debt Recovery Policy** outlines the steps we will take if you or your neighbours fail to make payments. This can include court action to recover the debt. Please refer to our policy for more information.

13. Customer service commitments

We have our Customer Service Charter in place which underlines our commitment to providing you with the best customer experience – no matter how you interact with us. We are committed to listening to you and acting on your feedback to improve our services. We value your opinions and aim to provide services that meet your needs. Our Customer Service Charter is available on our website at https://www.shettleston.co.uk/ova_doc/customer-service-charter/.

14. Enquiries

We will respond to your calls and other correspondence within **five working days**. If we are unable to fully address your enquiry within that time, we will provide you with an update every five days or at a mutually agreed-upon timescale.

15. Complaints

We have a two-stage complaints procedure. We will always try to resolve your complaint quickly at **stage one**. If it requires a detailed investigation, we will proceed to **stage two**. We will acknowledge your complaint within **2 working days**. We will aim to resolve a stage one complaint within **5 working days**. For a stage two complaint, we will provide you with a decision within **20 working days**, unless there is a good reason for a delay.

Owner-occupiers should note that they do not have access to the Scottish Public Services Ombudsman (SPSO). If you wish to pursue a complaint beyond our second stage, you should apply to the First-tier Tribunal for Scotland (Housing and Property Chamber).

The Tribunal's contact details are:

Address: First-tier Tribunal for Scotland, Housing and Property Chamber, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT. **Tel:** 0141 302 5900.

16. Your Personal Information

We are registered with the Information Commissioner's Office and are committed to protecting your information. We have a **Privacy Notice** that outlines how we use your information.

17. Code of Conduct for Property Factors

If you feel that we have not complied with the **Code of Conduct for Property Factors** or our duties as a factor, you can apply to the **First-tier Tribunal for Scotland (Housing and Property Chamber)**.

Before the Tribunal will consider your case, you must first have notified us in writing of your concerns and we have either refused to resolve them or have unreasonably delayed in doing so. We will treat your concerns as a complaint and will follow our own complaints policy and timescales.

The Tribunal can issue a '**property factor enforcement order**' requiring us to take action.

18. Declaration of Interest

Where Shettleston Housing Association owns property in your block, we will have an interest as an owner in the common parts. This means we will have the same rights and responsibilities as other owners in terms of looking after and paying for the upkeep of the shared parts of the building or development.

Shettleston Housing Association is a registered social landlord and is also a recognised Scottish charity.

Further information can be found on appendix 1.

19. Ending Factoring Arrangements

Changing Factor

If you and your neighbours wish to change factor, you should consult your Title Deeds. In most cases, this is straightforward if a majority of owners in your block agree. You must provide us with a **28-day written notice** of your intention.

If you decide to appoint a new factor, you must send us a **letter of authority** stating this and providing the new factor contact details. We will then work with your new factor to make the transition as easy as possible. We will provide a list of all properties factored, any outstanding repairs, and details of any planned investment works.

Withdrawing Factoring Services

In some circumstances, we may have to withdraw some or all factoring services. This could be due to the non-payment of debt in your block.

In such cases, we will **write to affected homeowners** to inform them of our intention and provide details of the process and timescales involved. We will give **28 days' notice** of our plan to withdraw our core factoring service, which will give homeowners time to arrange for alternative factoring provision, including buildings insurance if applicable.

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