



Code of Conduct for Property Factors

(Property Factors (Scotland) Act 2011)

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PROPERTY FACTORS (SCOTLAND) ACT 2011

SECTION 1: GENERAL OBLIGATIONS

The Property Factors (Scotland) Act 2011 came into force on 1st October 2012 and is the first parliamentary legislation to regulate property managers, i.e. factors. The Act's main aim is to create a statutory framework that will give protection for homeowners in Scotland who receive services from factors.

1.1 Provisions of the Act

The Act introduced 3 main provisions:-

- 1) Established a compulsory public register of all property factors.
- 2) Prepared a Code of Conduct with which property factors must comply, and
- 3) Set up a disputes procedure for homeowners who feel that their property factor has failed to carry out its duties or to comply with the Code of Conduct.

1.2 The Public Register

All property factors must apply to the Scottish Ministers for entry onto the register, provide a list of all properties and all common land which they factor and must renew their registration and property register portfolio data every 3 years. In terms of the Act, any factor operating without registration will be committing an offence. Calvay Housing Association has duly registered and our Property Factor Registered Number is PF000331.

1.3 The Code of Conduct

The Code of Conduct sets out the minimum standards of practice for property factors in Scotland across their wide range of duties and requires property factors to provide owners with a written statement of all services. This is to ensure that homeowners are protected and clear about the property factors responsibilities and their own responsibilities:-

- ❖ how the factor will communicate and consult with owners,
- ❖ what owners are paying for and how charges are arrived at,
- ❖ what steps the factor will take to recover any debts from owners
- ❖ specific obligations in terms of maintaining insurance
- ❖ shared responsibilities in regard to carrying out repairs and maintenance, and
- ❖ the routes available if the owner wishes to make a complaint.

1.4 The Disputes Resolution Process

The Act created a new process, whereby a discontented homeowner may apply to an Independent Judicial Body if they feel that their property factor has somehow failed in their duties or otherwise failed to comply with the Code of Conduct. This body was initially called the Homeowner Housing Panel (HHP) but as from 1st December 2016, the HOHP ceased to exist and complaints will now be dealt with by the First Tier Tribunal for Scotland, Housing and Property Chamber (known as FTT).

The homeowner must firstly go through the Association's Complaints Procedure before the FTT will consider their complaint. The FTT may dismiss the complaint, but where the owner's complaint is upheld, the FTT may impose an enforcement order on the factor to undertake certain action within a specified timescale, or to make some financial award in favour of the homeowner. Failure to comply with such an order is a criminal offence.

It may be helpful if we explain how the new Chamber fits into the context of the implementation of the new Scottish Tribunals structure. The Tribunals (Scotland) Act 2014 creates a two-tier structure which will bring improvements to the structure, management and organisation of Tribunals. Applications will initially be sent to the First-tier Tribunal for determination with an onward appeal route to the Upper Tribunal for Scotland, rather than to the Courts as at present. The First-tier Tribunal for Scotland and the Upper Tribunal for Scotland (Upper Tribunal) will be collectively known as the Scottish Tribunals. Details on how to appeal to the Upper Tribunal will follow in due course.

Property factors must ensure they comply with all relevant legislation in addition to this Act and the Code. This covers duties imposed by legislation relating to consumer protection, financial services, title conditions, etc. Housing Associations also have specific commitments to meet the regulatory requirements of statutory bodies such as the Scottish Housing Regulator or the Financial Services Authority.

The remainder of this document provides information about Calvay Housing Association as your property factor and the relevant duties and responsibilities that entails.

SECTION 2: WRITTEN STATEMENT OF SERVICES

In accordance with the Property Factors (Scotland) Act 2011, this statement sets out the Terms of Service and Delivery Standards of the arrangement in place between Calvay Housing Association and the owners and sharing owners whose properties we factor.

2.1. Legal Basis of Property Factoring Arrangement – Authority to Act

Everyone living within an estate has an interest in keeping the area a safe, pleasant and well-maintained environment in which to live. Every homeowner therefore has an obligation to contribute to the cost of the repair and maintenance of common areas within an estate.

Calvay Housing Association Ltd is the property factor for your home and estate. Calvay operates as property factor on behalf of the owners and sharing owners due to either:

- ❖ being appointed as property factor within the Title Deeds
- ❖ being appointed as property factor by a majority of owners voting at a public meeting

The legal basis of this property factoring arrangement is that when you bought your home, you accepted a number of responsibilities that are set out in documents called Title Deeds and Deeds of Conditions. These documents place a legal obligation on every homeowner within an estate to contribute to the cost of maintaining common areas, as well as open areas and paths that are not 'adopted' (i.e. not under Council control). A Deed of Conditions generally sets out any rules covering the management, maintenance, insurance, repair and renewal of the shared parts of your building as well as your responsibilities as an owner.

Glasgow City Council collects Council Tax to meet the costs of maintenance items that are their responsibility. The costs collected by Calvay Housing Association are for the maintenance of areas within each estate that are not the responsibility of the local authority,

but are the joint responsibility of all homeowners in the area. Which areas are maintained by the local authority varies from estate to estate.

Original Calvay Stock

Generally open landscaped areas, plays areas, minor footpaths, shrubbery and some parking spaces fall within the common responsibility of the homeowners of the properties within each estate (including Calvay Housing Association). This is split by each phase of development and included within the relevant Title Deeds.

Ex-GHA Stock where Calvay was appointed as Factor following a Majority Vote in July 2011
Owners have common responsibility for the shared backcourt areas, including bin stores, but responsibility for maintaining the majority of open landscaped areas continues to lie with Glasgow City Council.

Appendix 1 gives a clear breakdown of common responsibility for individual owners.

2.2. Responsibilities

This Written Statement of Services summarises some of the key aspects of your responsibilities as homeowner and Calvay's responsibilities as your property factor.

(i) Homeowner responsibilities

(a) General Responsibilities

As a homeowner you are responsible for the maintenance of your own home. You also have a shared responsibility for the maintenance of common areas in the estate within which you live, and in some cases common repairs. The estate 'divisor' is in accordance with your Title Deeds and detailed in the schedule enclosed with this statement (Appendix 1). You are responsible for your percentage share of maintenance to the backcourt as well as any open spaces and common amenity areas, as noted in the schedule.

You may also have a responsibility to pay a percentage share of common works carried out to the block of which your property forms part. Details of the percentage share you may require to pay for common works are contained within your Deed of Conditions and can vary depending upon the type of property and type of repair required, e.g. a repair to a tenement roof would generally be split between all residents within that tenement, whereas an external drainage repair may affect residents in more than one building, where they are serviced by that drain.

(b) Specific Responsibilities

Detailed below are some of the main conditions found within the Deed of Conditions. However you should refer to the actual Deed for clarification relating to your property and estate. If you do not have a copy of your Deed of Conditions you can request a copy of the document from your solicitor. Conditions likely to be found in your Deed of Conditions include references to:

- ❖ access rights for homeowners;
- ❖ access rights for local authorities / public utility companies;
- ❖ maintenance and alteration of your property;
- ❖ boundary fences and walls;
- ❖ insurance;
- ❖ shared charges (as detailed in general section above) – homeowners are jointly liable for repair costs incurred in maintaining common areas: and
- ❖ homeowners are also liable for a percentage share of works to the block in which the property is located as detailed in the Deed of Conditions.

Where the property Title Deeds conflict with the Code of Conduct for Property Factors, the Title Deeds will prevail, unless the Title Deeds have been replaced or over-written by provisions contained in or action taken under the Title Conditions (Scotland) Act 2003, the Tenements (Scotland) Act 2004 or other legislation; or by agreement in writing between the homeowners and the property factor; or by order made by a court or by the Lands Tribunal for Scotland.

When homeowners sell or dispose of their property they must notify the Association of the proposed date of sale or transfer and the name of the new owner. If solicitors handling the transaction require copies of invoices, insurance cover, or other documents, these will be provided by the Association. (An administration charge may be applied). The Association will apportion the common repair costs, management fees and other charges due by the outgoing owner up to the date of sale and will notify the incoming owner's solicitors of the factoring service and costs.

(ii) Property Factor's Responsibilities

2.3. Insurance

Calvay Housing Association operates a common block buildings insurance policy for all of its properties. The Association will comply with property Deeds of Conditions to ensure the buildings they factor are also adequately insured to cover the full reinstatement costs of all common parts of buildings in the event of fire, storm, flood or other major disaster. Cover will be arranged via a major insurance company (currently Zurich Municipal Insurance), at the most competitive rate available for the appropriate level of cover. The Association will co-ordinate any claims to be made via the Common Buildings Insurance Policy.

Common Buildings Insurance will automatically be arranged for all owners. Where proof of payment of alternative cover is produced and deemed satisfactory, the Association will have discretion to remove the common insurance cover and refund the owner, where appropriate. Owners should note that insurance cover does not include personal effects, furniture, decoration, etc. and it is each owner's own responsibility to ensure they are adequately covered for these items by arranging their own separate house contents insurance.

2.4. The Management Fee

The management fee is the charge made by Calvay Housing Association to cover the costs of providing the factoring service. This fee is based on the cost of dedicated staff time, which is reviewed annually to ensure the amount charged accurately reflects the actual costs incurred. The current annual management fee for flats and houses is noted at Appendix 2

The services provided include the following:-

- ❖ all property management administration
- ❖ advertising for, maintaining and monitoring an approved contractors list
- ❖ arranging and monitoring of cyclical and major works
- ❖ processing contractors invoices and apportioning costs for common works
- ❖ pre and post inspection service for specific repair and maintenance works
- ❖ provision of technical expertise and an advisory service for owners
- ❖ arranging common buildings insurance, premiums and claims
- ❖ all communication with owners including the issue of newsletters
- ❖ issuing invoices, maintaining accounts, monitoring and recovery of arrears
- ❖ providing access to independent and qualified welfare rights service
- ❖ liaising with solicitors in sales and re-sales and apportioning costs respectively

2.5 Additional Services

The Association also arranges, administers and apportions costs for the following:-

- ❖ Stair-cleaning service, based on a per unit split of actual costs
- ❖ Open Space maintenance, 3 separate charges split by actual costs per area covered
 - i) grass-cutting, tree pruning & litter picking of backcourts and other common areas
 - ii) bin store maintenance including a fortnightly clean out
 - iii) bulk uplift, i.e. weekly pulling through of bulk for uplift by GCC Land Services
- ❖ Stair-lighting maintenance of common closes, as charged by GCC per close
- ❖ Common electricity supply for close lighting and controlled entry systems as charged by Scottish Power per close

SECTION 3: COMMUNICATION AND CONSULTATION

The Association appreciates the importance of maintaining a good relationship with our owners, to ensure that all properties and common areas within our estate are well maintained. We also aim to ensure the service is cost-effective for both the owners and the Association and that everyone is clear about how the service operates, i.e. what is included, how much it costs and how those costs are recovered.

In accordance with the Act, this written statement has been provided to all existing homeowners, together with specific information relating to individual properties (Appendix 1). Should there be any future changes to the terms of the written statement further copies detailing those changes will be circulated. Written statements will also be provided to new owners joining the factoring service, to ensure all owners have clear and concise information about how we communicate and consult with you, how we raise charges and apportion costs, how we recover debt, administer insurance, carry out repairs and resolve complaints.

The Association will issue information leaflets to owners as part of the annual rent and factoring charges review, providing up-to-date details of all services and proposed costs for the following year. Following the consultation, owners will receive individual letters advising of the specific charges for their property and giving at least 4 weeks notice of any increase to be applied from 1st April each year. These charges will vary depending on the type of property, the level of services provided and the extent of common and amenity areas to which the owner is liable to contribute, as per their Deed of Conditions. (See Appendix 1)

Owners will also have the opportunity to receive information and to participate in consultation on general matters, via the Association's newsletters, annual report, satisfaction surveys and open meetings, or by contacting the office at any time.

3.1 Contact Details

Owners can contact the Association by phone, email, via our website, in writing or in person at:-

Calvay Housing Association, The Calvay Centre, 16 Calvay Road, Barlanark, GLASGOW G33 4RE

Tel: 0141 771 7722

The office is open from 9am till 5pm Monday to Friday.

Out of Hours: Tel: 0800 595 595 for Common Emergency Repairs only.

Please remember, this is only for common repairs. If you have a repair that is specific to your property such as a leaking cistern, central heating breakdown or something that only affects your flat, this is not covered and you will need to contact your own contractor. (See Section 7 for more information about repairs and maintenance)

Email: enquiries@calvay.org.uk

Website: www.calvay.org.uk (or search by Calvay Housing Association)

These contact details and other useful telephone numbers are noted on the Association's newsletters, on our website and also on the office answer machine.

Staff will aim to respond to non-urgent telephone enquiries within 24 hours. However this may take less or more time depending on the nature of the enquiry. Non-urgent enquiries made by email or letter will be responded to in writing within 5 working days.

3.2 Authorising Works

The Association will have full power and authority to instruct works for the repair, maintenance or renewal of common parts up to the threshold amount as stipulated in the specific Title Deeds. Where major works estimated to cost more than the threshold are identified, the Association will report the details in writing to all proprietors affected and will only undertake these works where authorised by a majority of such proprietors.

The Association may convene a meeting of owners at any time, e.g. to discuss a change in service, or where the cost of a major repair or renewal is above the threshold as per the Title Deeds (and at Appendix 1). Similarly, where an owner has made a written request for a meeting, this will be held within 21 days of receipt of the request and the Association will provide at least 7 days written notice of any such meeting to all owners affected. Where a majority decision is reached, the Association will notify all affected owners of the outcome.

In regard to common emergency repairs, there will be no threshold. The Association will carry out such works as it deems necessary to ensure the interim protection and safety of the property and its residents and will recover these costs accordingly. This may also relate to temporary repairs required to alleviate any health and safety issues, pending the decision of a majority of owners to authorise major works.

SECTION 4: FINANCIAL OBLIGATIONS

4.1 The Invoicing System

Invoices are posted out quarterly in April, July, October and January. Standard factoring charges and service charges are invoiced quarterly in advance, i.e. management fee, common buildings insurance, stair-cleaning, open space maintenance, bin store maintenance and bulk uplift. All other charges, i.e. stair-lighting maintenance, common electricity charges and repair costs are invoiced in arrears, following receipt of the respective bills from Glasgow City Council, Scottish Power or the relevant contractor. These charges

are apportioned as per the owner's share and included in the next available factoring invoice, with the relevant cost for each item noted. Copies of contractors' bills will be made available to owners on request.

Any queries or disputes pertaining to factoring invoices should be notified to the Association as soon as possible, so that we can resolve them as quickly as possible. The Association will acknowledge and respond to any such queries within 5 working days. Where the matter requires further investigation before it can be resolved, the owner will be notified in writing and advised of an expected timescale within which a response will be provided. The invoice amount may be put on hold pending the outcome of any investigation.

4.2 The Payment System

We need owners to settle their accounts promptly and at least, within 28 days of the account issue date. The Association will have already paid these costs to our contractors and insurers, so in order that we can continue to pay costs up front and keep our charges low, we need owners to pay on time. Owners that anticipate having difficulty in making a payment should contact the Association for assistance and discuss a mutually agreeable payment arrangement, where appropriate. The Association also provides access to an independent Welfare Benefits Advisor and an appointment can be arranged by contacting our office. This service is intended to encourage tenants and owners to maximise their income by applying for any benefits to which they may be entitled, as well as providing advice and assistance with budgeting or debt management problems.

4.3 Methods of Payment

Various methods of payment are available to suit individual preferences. You can use your allpay payment card to pay by:-

- ❖ Cash – over the counter at any Post Office or Paypoint outlet
- ❖ Over the phone using your debit card – Tel: **0844 557 8321 or Tel Calvay office**
- ❖ In person at Calvay Office using your debit or credit card (NB. The Association is charged 2% for credit card payments and we therefore need to pass this on to you)
- ❖ Using your Smartphone – by downloading the allpay APP
- ❖ Online – by logging onto www.allpay.net – if you don't have access to the internet you can make an online payment at the Association's offices

You can also pay by:-

- ❖ Direct Debit via your bank account – simply contact the office to arrange this
- ❖ or by cheque to the office made payable to '*Calvay Housing Association Ltd*'

4.4 Factoring Floats

This is a one-off deposit that may be paid at the time of purchase and refunded at the point of sale, less any outstanding fees. The amount of the float will generally be determined by the Deed of Conditions, or by agreement with the factor. In regard to the owners factored by Calvay Housing Association, the Float is stated in the Title Deeds as £100 per owner for the original Calvay stock and £50 per owner for the ex-GHA stock that transferred to Calvay in 2011. However no such floats are currently held by Calvay Housing Association.

4.5 Change of Ownership

Upon notification that an owner intends to sell or otherwise dispose of their property, the Association will prepare an account to cover the period up to the date of sale and apportion charges accordingly. Any outstanding amounts should then be settled in full by the outgoing

owner, by the change of ownership date at the latest. Alternatively, where there is a credit on the outgoing owners factoring account, this will be refunded at the change of ownership date. The owners' solicitors would generally request this account and arrange settlement.

4.6 Termination of Factoring Agreement

Calvay Housing Association has been duly appointed and is keen to continue to act as your property factor to protect the interests of the properties that we own and ensure all common areas within the estates are well maintained. However the Deed of Conditions makes provision for this to be changed, but only if a majority of homeowners within your estate or block, vote in favour of a change of property factor.

For obvious reasons, Calvay Housing Association would not want to stop maintaining common areas, unless an alternative service was in place. Therefore, to avoid major maintenance problems arising, Calvay Housing Association will continue to act as property factor, unless and until a majority of homeowners within a specific block or estate vote to appoint an alternative property factor.

If a group of homeowners decides to terminate their arrangement with the property factor, after following the procedures laid down in the Title Deeds or in legislation, Calvay Housing Association will make available to the affected homeowners all relevant financial information that relates to their accounts. This information will be provided no later than the point of settlement of any funds due. Unless the Title Deeds specify otherwise, the Association will return any funds due to homeowners (less any outstanding debts) automatically, at the point of settlement of the final bill, following change of property factor.

For further information on how to switch property factor, homeowners can contact Calvay Housing Association or seek independent or professional legal advice.

It is important to note that Calvay Housing Association also reserves the right to withdraw from the role as property factor within a specific block or estate where it considers this appropriate, such as if it is no longer cost effective to factor that block or estate. If this were to happen, the Association would write to every affected homeowner giving reasonable notice that they required to make arrangements to appoint an alternative property factor.

SECTION 5: DEBT RECOVERY

The Association aims to provide the highest possible standard of service to factored owners but this will always be dependant upon owners making payments when requested. We are also committed to providing regular access to a Welfare Benefits and Money Advice Service from our office and this will play a fundamental part in the preventative approach to arrears.

5.1 Arrears Monitoring

Owners will be considered as being in arrears if they do not pay their account in full within 28 days of the invoice being sent out, unless they have an agreed payment arrangement to which they are adhering. The Association will monitor factoring accounts on a monthly basis and will pursue owners in regard to factoring arrears by way of reminder letters 1, 2 and 3, broken arrangement letters and final demands, as well as phone calls, text messages and home visits. Diary notes will be kept and regularly reviewed to enable the specific circumstances of each case to be monitored and assessed. The Association will offer owners every opportunity to repay their debts by negotiating repayment arrangements based on ability to pay. We may also refer cases to the Money Advice Service where appropriate.

5.2 Legal Action

However, where an owner fails to contact or negotiate with the Association, or to make or adhere to an acceptable payment arrangement, a solicitor's letter will be sent detailing our intention to raise legal action and informing the owner that they must clear the debt within 7 days, or contact our office to discuss a repayment plan. If this does not result in full payment or an acceptable arrangement, the following enforcement measures may be used:-

(i) Small Claims Action (Summary Cause)

A summons will be issued by recorded delivery or Sheriff Officer and a hearing date will be set. If there is no agreement or time to pay direction lodged, the Sheriff will generally order Decree to Enforce. Court expenses may be added to the original sum and these expenses are generally subject to interest charges of 8% per annum.

(ii) Potential Enforcement Actions (Diligence)

Earnings Arrestment: where the Sheriff orders a specific, regular amount to be deducted from the owner's wages (by their employer) and paid to the Association. This is set by a table of deductions based on the level of the person's earnings.

Bank Account Arrestment: where the Sheriff implements a speculative arrestment to recover the outstanding balance from the owner's bank account

Rent Arrestment: where the Sheriff Officer arrests the rent from the owner's sub-letting tenant or via their letting agent

(iii) Enforcement Notices & Orders

Notice of Potential Liability: this flags up the outstanding debt at the point of sale, so that the outgoing or incoming owner has to pay. The potential buyer's solicitor would generally insist that the outgoing owner pays up before the sale is concluded.

Inhibition Orders: this inhibits (or prevents) the owner from selling the house for a period of 5 years unless the debt is cleared. This is recorded on the Register of Inhibitions and can be renewed after 5 years.

Attachment Orders or Exceptional Attachment Orders: these orders can be attached to goods within the owners' property or outwith the owners' property, such as a car and where the Sheriff Officer values these goods, then sells them to pay off the debt.

(Whilst this is a legal option, Calvay Housing Association would only apply for such an Order in exceptional circumstances and with Management Committee approval.)

(iv) Bankruptcy / Sequestration

Where an owner has an outstanding debt of £3,000 or more, the Association can initiate action to declare the owner bankrupt (or sequestrated in Scottish law).

(v) Sharing Owners

Additional actions may be used to recover outstanding arrears from sharing owners, such as entering into a voluntary joint sale with the owner, to enable them to settle their outstanding debts from the proceeds of sale. Where mortgage arrears also

exist, the Association may join with the sharing owner's lender to recover the property and effect a forced sale and division of the proceeds to settle the debts.

5.3 General

The Association will not take legal action against an owner without firstly taking reasonable steps to resolve the matter and without giving written notice of our intention to do so. In all cases, where an owner has outstanding factoring arrears and no payment arrangement is in place, further works may not be undertaken on their behalf unless an agreed element of the cost is paid in advance or a satisfactory arrangement made to clear the arrears.

The Association will generally pursue each individual owner for their share of any debt, rather than pursue co-owners where there may be joint liability for the non-payment of fees or charges. Similarly, the Association will not usually charge homeowners interest for late payments, but reserves the right to do so at its discretion as this is provided for within the Title Deeds. However where the Association incurs third party costs, such as legal expenses, it will seek to recover these from owners over and above the cost of the initial bill.

SECTION 6: INSURANCE

Calvay Housing Association maintains a common block buildings insurance policy which covers the full re-instatement value of all properties for which it has a legal responsibility as owner or property factor. The law requires an owner to insure their own flat and any share of the common property to ensure compliance with obligations to reinstate the building in the event of damage or destruction. Common buildings insurance will therefore be automatically arranged for all owners. If the title deeds are silent on this matter, the owners retain the right to arrange their own insurance cover, provided the minimum level of required cover is in force and a copy of their schedule of insurance is provided to the Association each year.

6.1 Details of the Current Insurance Policy

The current Common Buildings Insurance Policy is with Zurich Municipal Insurance. The sum insured and associated premium is reviewed annually, to ensure adequate cover is in place and that the re-instatement value is updated as required, to include for all tenanted and factored properties that the Association owns and manages, respectively.

The Association does not receive any payment or benefit from the company providing the insurance cover, nor do we make any charge to owners for arranging the insurance. The individual share per owner of the insurance premium is calculated by way of dividing the total cost by the total number of properties covered, i.e. all tenanted and factored properties, to provide the individual charge per unit per year.

The present sum insured and annual premium per property is noted at Appendix 2.

An excess of £250 is applicable to all claims made against the Common Policy.

A copy of the current Summary Schedule of Cover is provided to all owners following the annual review in April and further copies are available from the Association's office, upon request. The full terms and conditions of the Policy are also available for inspection at the Association's office, upon request at no charge, unless a paper or electronic copy is requested, in which case we may impose a reasonable charge for providing this.

Where any tendering or selection process has been implemented to appoint an insurance company, the related documentation will be available for inspection, free of charge, by homeowners on request (excluding any commercially sensitive information). If a paper or electronic copy is requested, the Association may make a reasonable charge for providing this, subject to notifying the homeowner of this charge in advance.

6.2 Procedure for Submitting Insurance Claims

- (i) **Common Property Claims:**
Calvay Housing Association will co-ordinate any claims made against the Common Buildings Insurance Policy and will inform any affected owners of the outcome.
- (ii) **Individual Property Claims:**
Where an owner wishes to make an individual claim against the Policy, for works associated with their own property only, they should contact the Association who will issue a claim form. Once the owner has completed the specific details of their claim, they should return the form to the Association together with 2 estimates for any remedial works required. The Association will then complete the company details and relevant reference numbers, including the policy peril under which the claim is being made and will scan and email the full claim to the insurers. A copy of all claims will be held for the Associations claim history records. The owner will be kept informed of the progress of their claim or provided with sufficient information to enable them to pursue the matter themselves, where appropriate.
- (iii) **Non-payment of Insurance Premiums**

Where an owner has failed to pay their Buildings Insurance Premium within the factoring period, Calvay Housing Association reserves the right:-

- ❖ not to process any private claims made by the owner
- ❖ to notify the owners lenders that the property is not covered under the common block insurance policy (where appropriate)

SECTION 7: CARRYING OUT REPAIRS AND MAINTENANCE

Calvay Housing Association aims to provide a comprehensive maintenance service that includes reactive repairs, cyclical maintenance and a clear strategy for long-term planned maintenance, to prolong the integrity and useful life of the properties that we own outright or manage as a property factor. The Association is further committed to working with partner agencies and owner occupiers within our area of management, to ensure that the stock and neighbourhood as a whole, maintains its value and contributes to the long term sustainability and viability of the Association as a landlord.

7.1 Common Reactive Maintenance and Repairs

The Association will carry out common repairs to items such as external walls, the roof and roof space, gutters, downpipes, close entry doors, backcourts, paths, etc. We maintain a Reactive Maintenance Contractors Framework for the purposes of providing reactive repairs and maintenance. This framework is reviewed bi-annually in accordance with the Contractor Selection Policy, to ensure all contractors are financially viable, hold the required insurances, e.g. Public Liability Insurance and are suitably qualified to carry out the works required, to an acceptable standard and at a reasonable cost.

7.2 Reporting Repairs & Response Times

(i) During office hours

All common repairs should be reported directly to the Association **0141 771 7722** and we will instruct our contractors to carry out repairs within these timescales:-

Repair Type	Target Response Time
Emergency	Make safe within 6 hours and complete with 24 hours <i>(repairs that pose a risk to health or safety, or require to be done to avoid serious damage to the property)</i>
Urgent	Complete within 3 working days <i>(repairs that materially affect the comfort or convenience of residents)</i>
Routine	Complete within 10 working days <i>(minor repairs that can wait a short while before being done)</i>

(ii) Outwith office hours

Common emergency repairs only should be reported to **0800 595 595.**

Please note:- that the Association may recharge owners where they have used the Out of Hours Emergency Service for repairs that were not actually emergencies or not common repairs, ie. repairs to their own individual property.

Please also note:- that where an emergency repair requires access to an owner's individual property, every effort will be made to contact that owner, failing which, if in the opinion of the Association, access is required immediately, the Association will force access. This action would only be taken in extreme situations.

The Association has authority to instruct common repairs that are below the threshold amount without consulting owners, but, we would generally aim to advise owners where the likely cost is more than £200 per property. The exception will be in the event of emergency repairs where there is risk to persons or the property and no threshold will be applied. We will carry out the repair and recharge accordingly.

7.3 Cyclical Repairs and Planned Maintenance

Cyclical repairs are carried out by the Association for health and safety reasons and to prevent properties falling into a state of disrepair, e.g. close-painting, roof-anchor testing, gutter-cleaning, etc. Planned maintenance may include major repairs, improvements or replacement of component parts, e.g. extensive roofing repairs, upgrade to high security close doors and controlled entry systems, or replacement windows, etc. The Association may instruct maintenance or renewal of common parts up to the threshold amount as stipulated in Title Deeds, but will only authorise major repair works or improvements estimated to cost more than the threshold amount, following consultation and approval by a majority of owners as per the Title Deeds. (See Item 3.2 for further details.)

Where improvement works are to be carried out to the properties owned by the Association, an option may be extended to owners who wish to be included in the contract, e.g. new front doors, central-heating systems, etc. This would allow owners to benefit from having the works co-ordinated by the Association and also from lower costs achieved through competitive tendering and economies of scale.

7.4 Inspections

Calvary Housing Association may inspect a common defect before instructing a repair if:

- ❖ the nature of the defect or source of the problem cannot be easily identified
- ❖ a similar repair has recently been carried out to the same property
- ❖ the required repair is a recurring defect
- ❖ the defect is not a standard repairs item, or
- ❖ the defect could lead to an insurance claim.

The estate and properties will also be visually inspected on a regular basis by the Association's staff to ensure the area remains well maintained and to highlight any issues of concern. Similarly, where any major repairs or improvement works are carried out, pre and post inspections will generally be conducted, as well as the monitoring and repair of defects.

SECTION 8: COMPLAINTS RESOLUTION

Calvary Housing Association has a comprehensive complaints policy and procedure, copies of which are available on request or on our website. A copy of the Complaints Procedure as it relates to the factoring service is also attached at Appendix 3 for your information.

Where a complaint against the Association is not resolved to the satisfaction of the owner, the Property Factors (Scotland) Act 2011 makes provision for owners to refer their complaint and submit an application to the FTT who will determine whether the Association has failed to carry out their duty as a factor or failed to comply with the Code of Conduct. The FTT will not accept a complaint from a homeowner, until they have exhausted the Association's complaints procedure in the first instance.

Contact details for the FTT are noted below:-

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

Tel: 0141 302 5900

Fax: 0141 302 5901

Email: HPCAdmin@scotcourtribunals.gov.uk



PROPERTY FACTORS (SCOTLAND) ACT 2011

Address of Factored Property:

Authority to Act as Factor in accordance with:

Share of Common Repairs and Maintenance:

Situation as per Title	Share of Maintenance & Common Repairs (Block)	Share of Maintenance & Common Ground (General)	Share of Maintenance Amenity Areas	Factoring Float (Not held)*	Repairs Threshold (before consultation is required)**

* A Factoring Float is noted within the Title Deeds to be paid to the factor at the point of sale, but this is not held by Calway Housing Association

** The Repairs Threshold denotes the cost of works per property or per block, (as stipulated by the Title) that the Factor can authorise without consulting owners. Where major repairs are estimated to exceed the threshold, the Factor must consult with the owners concerned and only instruct the works where a majority of owners are in agreement.



CHARGES FOR MANAGEMENT FEES AND SERVICES

From: Date Range Added

Annual Management Fee:

Flats

Houses

Annual Buildings Insurance:

Per Property:

Annual Stair-cleaning Service: Per Tenement Flat:

Annual Bin Store Maintenance: Per Tenement Flat:
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Annual Bulk Uplift Service: Per Tenement Flat:

Annual Backcourt, Open Space & Common Amenity Areas	Per development	Varied as per Titles.
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* All Fees individually advised in March pre the 1st April review.