



**Factoring Service**

**Service Level Standards**

# Written Statement – Service Level Standards

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## **Introduction**

We want to be Glasgow's most transparent and open Factor. The vision for our factoring service mirrors that of the rest of the services we provide to the people of Greater Govan. We aim to put people at the centre of what we do and for Govan to be seen as a "great place to be".

We embrace the new legislation laid out in the Property Factors (Scotland) Act and we aim to give you all the information you need in a way that is easy to read and readily accessible.

This Written Statement is part of the information which the act obliges factors to provide. It is not a legal document but outlines the service delivery standards you would expect from us and aims to explain how decisions are made.

We are obliged to ensure that what we put down in the Written Statement can be confirmed by our actions in delivering the service.

### **1.0 Our Authority to Act as a Factor**

#### **1.1 How the Association Became your Factor**

The Association became your factor either by:

We are named as the factor in your Deed of Conditions. This is legal document which is part of your title deeds. It explains how the common parts of your tenement or estate should be managed. It covers issues such the management, maintenance, insurance, repairs, voting rights and carrying out improvement work. Your solicitor should have explained your title deeds when you purchased the property. Elderpark may be able to give you a copy of your deeds or you can get a copy from Registers of Scotland ([www.ros.gov.uk](http://www.ros.gov.uk)) who will charge you. You can contact them on 0845 607 0164 or at [customer.services@ros.gov.uk](mailto:customer.services@ros.gov.uk)

Or

We were appointed as a factor by a majority vote.

Or

We were already the factor of your block when you bought your property

**A description of use and location of the area to be maintained is : XXX**

**Common areas within the residential tenement block at: XXX**

**Communal hard and soft landscaping within the residential estate known as XXX**

## **Delegated Authority –**

Through your title deeds you have given the Factor, which is Elderpark Housing Association, permission to act on your behalf. This authority is commonly described as repairing and maintaining the common area and organising building insurance.

The Association's authority to carry out all repair work without your consent is capped and this delegated authority is designed so that common repairs can be completed with timescales, minimise costs and prevent further damage.

The cap is currently £500.00. This is based on anticipated cost. The sum can be reviewed annually in consultation with residents. If the anticipated costs exceed £500.00 the Association will seek out quotations. The procedure for quotation is that:

Where the anticipated costs exceed £500.00 but are less than £1,000.00 two quotations will be obtained.

If the cost exceeds £1,000.00 the Association will obtain three quotations.

A voting mandate will be issued and decisions are based on a majority vote of the owners who have returned their mandate.

This voting system will be used where the Association **does not have the majority sharing** of votes in a building. Where the Association does have the majority shareholding work will proceed on the basis of whether the work will protect the property. In these circumstances the owner will still obtain information regarding the quotations.

For more information follow the link to <http://www.elderpark.org/housing/factoring-.aspx> and check out our Factor Policy Document: Appendix 111 in our Factoring Policy for Obtaining Quotations and Instructing Works.

## **2.0 Services Provided**

### **2.1 What do we do for your management fee?**

The management fee pays for providing core services to our customers such as:

- New development set up, such as IT, share of costs and deed of conditions
- Identifying all work required to common areas by quarterly site visits by the Estate Management Inspector to all flatted accommodation and estates.
- Instructing works covering landscaping, day to day repairs, cyclical maintenance and major improvement work
- Liaising with owners over their adherence to clauses in the deed of conditions.
- Dealing with nuisance complaints from owners and about owners and their tenants

- Tendering for contracts and monitoring that contracts are carried out satisfactorily
- Dealing with specific queries from residents about the nature or standard of works and their accounts. This includes providing copies of invoices (however charges can be made if an owner makes repeated requests)
- Processing payments of works and contractors invoices including a share for consultation fees
- Issuing quarterly invoices
- Collecting and accounting for payments.
- Debt collection action against non payers or late payers, including letter, phone call, home visits.
- Offering owners money advice from independent and qualified welfare rights officers
- Arranging building insurance cover. Liaising with insurance companies regarding any claims and overseeing remedial work.
- Producing leaflets, written statements and quarterly newsletter and holding an annual meeting.
- Inspecting, processing, and billing non common repairs to individual owners up to a value of £250.00 (provided their account is up to date).

## **2.2 Additional services**

Depending on the type of property you live in, you might receive additional services specifically for your property. The services provided are high lighted

- Lift Maintenance and lift replacement sinking fund.
- Communal heating
- Landscaping communal areas within new developments
- Back court maintenance, which includes bulk up lift and grass cutting
- Close cleaning
- Stair lighting
- Extractor fan maintenance
- Landlord electricity supply
- Service Roof Anchors

The charges for these services are detailed in your quarterly invoice.

## **2.3 Target Times**

- The targets for day to day repairs are laid out in the Association’s Reactive Maintenance Policy. These are currently:
 

Emergency	4 Hours
Urgent	2 days
Routine common	10 days

- Target time to settle insurance claims will be within 30 day period of receipt of all relevant information necessary to the process the claim.
- The Association will produce 4 newsletters per year.
- The Target for communal inspection is once per quarter.

### **3.0 Financial Arrangements**

#### **3.1 How Are Costs Shared?**

We divide out the cost of what you pay based on a percentage as set out in your Deed of Conditions. This is known as your share of costs and the percentage you pay is detailed in the invoice which we send you.

**The share of costs for your tenement property at ADDRESS OF PROPERTY = XXX %**

**The share of cost for maintaining and managing the hard and soft landscaping of the Communal Landscaping = XXXX**

#### **3.2 The Management Fee and Service Charges**

The management fee pays for the staff time to perform all the services listed in section 2.1 under the heading Services Provided. It also covers office costs and I.T.

The fee is worked out so that the Association can cover our costs. We do not make a profit out of providing this service. When reviewing the fee we take into account a number of factors which include staff overheads, business expenditure, inflationary pressure on costs and comparisons with other factors. Residents are notified in our newsletter of any pending change to the management fee.

The Management Fee is set at two rates. Houses pay 75% of the rate set for flatted accommodation. This reflects that although many of costs are fixed houses do not receive the same level of repair work as flatted accommodation.

The service charges vary depending on the type of property you live in. We bill you your share of the costs based on what the contractor has charged us for doing the work. Pricing of work is based on contractual arrangements which have been negotiated with various contractors. These contractual arrangements apply equally for both factored and rent accommodation.

At change of ownership an administration fee of £25.00 (2018/2019) is charged to the outgoing owner. This is to reflect the work involved with corresponding with Solicitors, calculating the final invoice etc.

### 3.3 Debt Recovery Procedures

We take a firm, but sensitive approach to arrears recovery. We aim to minimise debt to ensure maximum benefit to all. Our policy is available online at <http://www.elderpark.org/housing/factoring-.aspx>. You are obligated to pay your quarterly bill within 14 days. If you fail to pay your bill on time we will remind customers of their outstanding balances.

For those experiencing difficulty paying their bill they should contact the main office as soon as possible to discuss paying by instalment. As part of our service, we offer a welfare rights service advice provide by Money Matters. Other money advice services, such as advice and help with heating costs, can be arranged through this service. To arrange a confidential meeting contact the main office for an appointment.

There are additional charges for persistent non payers. We charge a £20.00 administration fee for those who are continually in arrears or who fail to adhere to an agreement to clear their arrears.

If we have exhausted all other avenues to recover debt we will consider taking court action. The cost of legal action, which includes court costs, sheriff officer costs and solicitors' fees are billed directly to the owner affected. In the event that the action results in a decree plus expenses, the amount of expenses on the decree will be added to the debt instead of the actual costs incurred.

### 3.4 Floats and Sinking Funds

The Association does not operate a float to pay for core services and repairs. Instead we pay upfront for your repairs and services and you reimburse us by paying your quarterly invoice on time. This arrangement benefits owners in that there is continuity service delivery. Owners are not dependant on whether their neighbour has paid a float in order to receive these services. We operate a non refundable sinking fund held in a high interest account to pay for the replacement of the lift in 1 Clynder Street. This arrangement is detailed in the title deeds and the costs are reviewed annually.

### 3.5 Billing Procedures

We issue by post clear, itemised invoices within 4 weeks of the period ends as follows

<b>Period End</b>	<b>Invoices sent by</b>
31 <sup>st</sup> December	31 <sup>st</sup> January
31 <sup>st</sup> March	30th April
30 <sup>th</sup> June	31 <sup>st</sup> July
30 <sup>th</sup> September	31 <sup>st</sup> October

The quarterly invoice will detail repairs and services specific to your property, building insurance and a management fee. A description of the repairs, the total costs of the repair, the

percentage you pay and your actual share of the costs are detailed in our invoice. The invoice will also detail the balance on your account. Should you have a query about any charges please contact our main office.

When there is an agreement to do large improvement works we normally need payment in advance. Such monies are held in trust until the work is complete.

All owners are issued with a cyclical maintenance plan generally in February each year. This includes a specification and anticipated costs. The cost for cyclical work, like all factoring charges, can be paid monthly by direct debit. This is based on an estimate of future costs.

### **3.6 How to Pay**

We offer a variety of payment options to suit our customers' needs.

#### **All pay swipe cards At Post Office or Pay-point**

All owners receive a payment swipecard containing a unique identification number which automatically identifies your account. You can use this card at the post office or any retail outlet displaying the 'Paypoint' facilities to pay. You will be given a printed receipt as proof that you have paid so keep it in a safe place.

#### **Direct Debit**

You can set up a direct debit which can be set up weekly, fortnightly or monthly. Simply contact Martha, Helen or Janet on **0141 440 2244** who will be complete a direct debit form and work out what your anticipated costs will be.

#### **On Line**

You can pay online at [www.allpay.net](http://www.allpay.net). Most cards are accepted using this method including Switch, Delta, Visa and Solo.

#### **By Phone via Allpay**

Dial the dedicated telephone payment number **0844 5578321**. Enter the 19 digit account number on your factoring swipe payment card followed by your debit details. Then follow the instructions on how to make your payment.

#### **By Cheque**

Cheques can be made out to Elderpark Housing Association and sent our main office at 31 Garmouth Street Glasgow G51 3PR.

#### **Chip and Pin.**

You can call into our main office or phone the main office to pay with your debit or credit card using chip and pin



## 4.0 Communication Arrangements

### 4.1 Mission Statement

Our mission statement is to improve the quality of life for the people of Greater Govan by providing high quality housing and associated services in a safe and secure environment. We therefore are committed to listening to you, not only about the factoring service we offer but also on a range of activities which may improve the quality of life for residents in Greater Govan.

### 4.2 Complaints

We welcome your views and complaints about the service. This helps us to improve what we aim to provide. It is easy to let us know what you are unhappy about. You can do this by phone, on line or in person. You do not need to put it in writing. We will try to deal with your complaint as promptly as possible as detailed below.

- We aim to resolve complaints within 5 working days.
- Should we need more time to investigate your complaint; a named officer will agree a course of action with you and keep you informed. We aim to complete the investigation within 20 days. On the rare occasion it takes longer to investigate a complaint we will seek your agreement to extend the timescale.

Copies of the complaint policy and booklet are available on line, at [www.elderpark.org](http://www.elderpark.org). or at our offices at 31 Garmouth Street and 229 Langlands Road.

If you are still not happy with the outcome of our internal complaints procedure, you can complain to the Homeowner Housing Panel. This is an independent group set up by the Scottish Government to review complaints against property factors. Their contact details are <http://hohp.scotland.gov.uk/> Homeowner Housing Panel, Europa Building, 450 Argyle Street Glasgow G2 8LH 0141 242 0175. The Association's registration number is **Property Factor Registered No: PF000197**

We will comply with any relevant request from the Homeowner Housing Panel to provide information in relation to an application from a homeowner. The Homeowner Housing Panel does not deal with complaints from non residential owners. In the event that a commercial owner is unhappy with our decision regarding a complaint they can have the matter heard independently by the Scottish Public Sector Ombudsman.

### 4.3 Responding Promptly To Your Queries

Our officers are very visible within your estate or street and staff are happy to respond to issues or questions when you meet them.

In relation to written requests we aim to acknowledge and /or respond to written queries and emails within 5 days. Should the query require investigation a full response will be made within 14 days.

We will endeavour to return telephone calls by the end of the next working day.

## **5.0 Declaration of interest**

We aim to be as transparent in our contractual arrangements and declare if we have financial or other interests in the property we manage.

### **5.1 Property**

In estates and buildings where Elderpark Housing Association tenants live we act as a landlord and also as a factor. This means that we will exercise our rights under the title deeds to look after and pay for our share of the upkeep of the shared parts of the building or your estate. We also act as a factor where we do not own any property within the building and do so because the owners directly engage with Elderpark Housing Association to be their factor.

Should you want to know if the Association owns a property within your estate or building please contact the main office at 31 Garmouth Street Glasgow G51 3PR or phone 0141 440 2244.

### **5.2 Building Contractors and Insurance:**

In relation to appointing building contractors the Association:

- Receives no fee, commission or benefit from appointing a contractor.
- Has no financial or other interest with any appointed contractor.
- We will pursue the contractor or supplier to remedy any inadequate work or service.
- Documentations relating to any tendering process are available on request (excluding any commercially sensitive information).

In relation to procuring and charging building insurance no charges are levied to homeowners in relation to procuring or administrating insurance cover and the Association receives no fee or benefit from the company providing the insurance cover.

## **6.0 Changing Your Factor**

We believe we offer you value for money and a professional service. However if you want to consider changing your property factor, you need a majority of people in your close to agree. The exception to the rule is that Elderpark Housing Association may be named as the Factor in your Deed of Conditions. Before embarking on this process check out what it says in your Deed

of Condition. You can contact our main office at 31 Garmouth Street for assistance in this matter.

In the event that the title deeds do not hinder you changing your factor you can

- Ask for a meeting of all the property owners to discuss your property-management options.
- At the meeting vote for your choice of property factor
- Should you appoint a new factor agree a date for the management responsibilities to pass to them.

## **7.0 Addition Information**

### **7.1 Repair Service**

You can report a repair by the following methods by:

- completing the online Repairs Form by following the link <http://www.elderpark.org/repairs/request-a-repair.aspx>
- Visiting the Maintenance Office at 227 Langlands Road.
- Telephoning 0141 440 0566 or free phone 0800 389 4798

Common repairs can also be reported by Elderpark tenants and staff. Repairs are dealt with depending on the nature of the repair as follows:

#### **Common Day to Day Repairs**

Repairs relate to the common parts of the property which are outlined in your title deeds. In flats, this often includes the roof, the close, the backcourt, common boundaries, and the tenemental structure. What is a common repair to a shop is also common repair to a flat. The timescales for completing these repairs are determined by our Reactive Maintenance Policy as detailed earlier.

#### **Emergency Repairs**

If in our opinion work is necessary for the safety/health of the occupiers and the public, or to safe guard the integrity of the building, we will authorise the required works. If we think the anticipated costs exceed £500.00 we will notify you as soon as practically possible. The actual cost will be apportioned based on your share of costs in your next quarterly invoice.

#### **Programmed or Cyclical Repairs**

Based on common inspections we produce a cyclical maintenance specification to ensure that the common areas are maintained to a good quality which will ensure sustainable housing. This will be reviewed annually and the specification and anticipated costs issued to owners. This generally occurs in February of each year. A voting mandate will also be issued.

## **Internal Repairs**

We appreciate that it can be off-putting finding tradesmen. We can instruct internal repairs for owners who have a clear factoring account. The Association will pay for the invoice and recharge the owner / sharing owner up to the value of £250.00. To assist the owner in determining if they want the work carried out a quote will be provided to owners if the anticipated value of the work is between £100.00 and £250.00.

## **7.2 Building Insurance**

One of our legal responsibilities as your factor, as set out in your title deeds, is to arrange building insurance. This ensures that the block is fully covered in the event of a fire or storm damage and the insurance protects everyone's interest. Your building insurance is included within the Association's block policy which also covers our rented accommodation. You are charged a quarterly premium, there is no administration fee, and the premium is based on dividing the total cost by the number of properties we own and factor.

For more information on the perils covered, the excess and how to make a claim check our website <http://www.elderpark.org/housing/factoring-.aspx>, under Factoring policy documents or contact Terry Frew our Maintenance Manager

You are legally obliged to have adequate building insurance and to allow neighbours to inspect your policy and ask for proof that premiums are up to date. To remain on our block insurance you need to pay your factoring fees.

Owners can access house contents insurance through a scheme administered by the Scottish Federation of Housing Associations. For general information about insurance contact Martha Nolan/Helen Rowan on 0141 440 2244. For information about an insurance claim contact Terry Frew on 0141 440 0566.

## **8.0 Contact Details:**

The Association operates out of two offices in the provision of our factoring service.

**1.0 Services at the Main office, 31 Garmouth St Glasgow G51 3PR, include:  
Payments, Accounts, Changes of Ownership & Non-Repairs Complaints**  
Martha Nolan/Helen Rowan, Housing Officer Tel No. 0141 440 2244,  
Email [housing@elderpark.org](mailto:housing@elderpark.org)

Opening hours 9.00 -12.30 1.30 - 5.00 Monday to Friday  
(Closed for training on the 1<sup>st</sup> Wednesday morning of each month)

**2.0 Services at the Maintenance Office, 227 Langlands Rd Glasgow G51 3QA  
Common Repairs, Insurance and Owners Repair Service, Repair Complaints. .**  
Terry Frew, Maintenance Manager Tel No. 0141 440 0566

Report an repair 0800 3894798  
Email [maintenance@elderpark.org](mailto:maintenance@elderpark.org)

Opening hours 9.00 -12.30 1.30 - 5.00 Monday to Friday  
(Closed for training on the 1<sup>st</sup> Wednesday morning of each month)

**Property Factor Registered No: PF000197**