

# NORTH VIEW Housing Association

*North View is a registered Scottish charity – charity registration number SC032963*

## PROVIDING A COMPREHENSIVE PROPERTY MANAGEMENT SERVICE TO ALL OWNERS IN THE WINDLAW ESTATE

All North View policies and publications can be made available on tape, in Braille, large print and community languages.

For further details please contact us on 0141 634 0555 or email us on [enquiries@nvha.org.uk](mailto:enquiries@nvha.org.uk)

## FACTORING SERVICES – WRITTEN STATEMENT OF SERVICE/TERMS AND CONDITIONS OF SERVICE

### INTRODUCTION

These are the terms and conditions for the provision of a factoring service to owner occupiers in flatted properties by North View Housing Association Limited, Registered under the Industrial and Provident Societies Act (Registered Number 2427R(S)), registered as a Registered Social Landlord with The Scottish Housing Regulator (Registered Number HAL 269AL) and with OSCR as a Scottish Charity (Number SC032963) having our Registered Office at 29A Stravanan Road, Glasgow G45 9LY. We are referred to as “the Association” in this document.

North View Housing Association Limited (“the Association”) is a registered Property Factor as defined within the Property Factors (Scotland) Act 2011. Our Registered number is PF000246.

As a registered Property Factor, the Association is legally required to ensure compliance with the Code of Conduct provided for in the Act.

Please note that the Property Factors (Scotland) Act 2011 requires the Association to provide information to the Scottish Government on the properties to which they provide factoring services. This will result in certain information being published and available to the public. By appointing the Association on these terms and conditions you are agreeing to this publication.

### A - AUTHORITY TO ACT

The Association is the Property Factor acting for and on behalf of all homeowners within the Estate of which your property forms part. The Association was appointed to act as Factor in terms of the Title Deeds relating to your property, the Tenements (Scotland) Act 2004 or by custom and practice.

### B - SERVICES PROVIDED

#### **Estate Maintenance and Services**

The Association will comply with the property Title Deeds when calculating an owner’s share of the upkeep of the Estate/Development/block common areas. **Schedule 1** details the share of the common charges payable by you.

The Estate Maintenance contract, which includes numerous common areas throughout the Estate, will be tendered every 5 years provide the most cost-effective service that it can (Estate Maintenance covers services like grass cutting, de-littering, shrub maintenance etc.).

## **C - FINANCIAL AND CHARGING ARRANGEMENTS**

### **MANAGEMENT FEE**

The Association will charge a management fee on an annual basis to cover the costs of providing the core services to the block or development or properties of which your property forms part including those services listed below.

The Management Fee will be reviewed annually to ensure it accurately reflects actual costs incurred by the Association. You will be advised of any increase on an annual basis no later than 28<sup>th</sup> February with the increase taking effect from 1<sup>st</sup> April.

**The Management fee is the charge for managing the Estate of which your property forms part. This includes:**

- Arranging maintenance and repair of the Estate/Development and Block common parts
- Administrative costs in sending invoices, letters and newsletters
- Liaising with contractors and tendering for the best service and price
- Administration of Building Insurance, premiums and claims
- Undertaking regular visits and maintenance checks
- Pre and post inspection service for specific repair and maintenance works
- Providing credit control to ensure that every owner is invoiced for their respective share of costs
- Working to recover outstanding debts on behalf of owners within the development
- Liaising with electricity companies to ensure that all charges are accurate and fair, make payment of electricity invoices and recover costs from owners within the Estate/Development/Block as applicable
- Dealing with owner's queries
- Updating information on change of ownership and managing and maintaining secure data on behalf of the owners in compliance with GDPR regulations.

The current management fee applicable to each property is noted on **Schedule 2**.

### **INVOICING**

Factoring invoices will be sent out annually in arrears for the period covering 1<sup>st</sup> April to 31<sup>st</sup> March. These invoices will be issued no later than the 30<sup>th</sup> April each year.

Invoices will contain (where applicable) details of: the management fee, building insurance, stair/court lighting, landlord supply, share of any common estates charge, share of any common repairs or cyclical maintenance charges and any private repairs (if applicable).

Costs will be charged in arrears and the invoice will detail what you have been charged for and include a statement with your balance.

You will be sent your invoice either by email or post depending on your mailing preferences. If at any time you wish to change your mailing preference, please contact us. Likewise, if you change

your email or postal address, you must notify us. Any changes to this billing cycle would be notified to owners in advance.

### **Invoice Disputes**

Queries and disputes pertaining to factoring invoices should be notified to the Association within 14 days of the issue date. The Association undertakes to respond within 5 working days of notification.

## **PAYMENT OF FACTORING INVOICES**

Owners are expected to pay their accounts promptly. However, you will have a period of 28 days from the date of the invoice to make payment in full. Remember, we will have already paid your costs to our contractors and insurers. For the Association to continue to pay costs up front, we do need you to pay on time. This also helps us keep costs at the current low levels.

### **Payment Methods**

Common Charges and Common Repair Accounts can be paid:

- By debit or credit card over the telephone on 0141 634 0555
- By debit or credit card at our office
- By internet banking using your surname and property reference
- By monthly standing order using your surname and property reference
- By sending us a cheque made payable to North View Housing Association Ltd. Please write your surname and property reference on the reverse of your cheque
- At banks using your surname and property reference

To help with budgeting and to save your time, we recommend that you set up a **standing order** to pay your regular Common Charges Accounts. This can be at a frequency to suit you (e.g. quarterly or monthly instalments). Please note that if you choose to set up a standing order, you must ensure that your account is cleared by the end of each billing period, this may mean adjusting your standing order or paying an additional amount to your account.

### **Benefit Help with Common Charges**

Many owners are entitled to benefit help from the Department for Works and Pensions (DWP) – previously known as the DSS - with payment of our management fee and most of your common service charges and insurance.

The main qualifying benefits are:

- Income Support
- Income Based Jobseekers Allowance
- Pension Credit
- Universal Credit

If you think you might qualify, don't delay in contacting your local DWP office. You will need to provide them with proof of the charges so keep your last bills. If you qualify for assistance, the benefit office will divide qualifying charges over the year and pay you an additional benefit directly on a weekly basis. You will then be responsible for onward payment to us.

Most common service charges are covered, provided they are part of a factoring agreement. The only exceptions are common heating charges and old arrears.

## **Welfare Rights & Debt Advice**

You can find out about organisations and information on formal debt relief and management products, bankruptcy, protected trust deeds and the Debt Arrangement Scheme on the Accountant in Bankruptcy's website [www.aib.gov.uk](http://www.aib.gov.uk).

Should any owners fail to keep up to date with payments we will have no option but to follow the steps set out in our Factoring Arrears and Debt Recovery Policy, available on the Association's website and on request from the Office.

## **Debt Recovery**

Any queries concerning the bills should be raised with us as soon as possible to avoid debt recovery action.

Owners who anticipate having difficulty making a payment are invited to contact us to discuss the reason for the difficulty and if appropriate, to agree an acceptable payment arrangement. Where we have been unable to (a) make contact with an owner, (b) agree a satisfactory payment arrangement, (c) an owner has failed to meet the terms of a payment arrangement agreed previously, we will have no option but to seek recovery of the sums due through our Debt Recovery Procedure.

We will seek to recover all costs in pursuing the debt (our costs, debt recovery agents, solicitors, court fees etc.).

Typically, in the event of the Association taking legal action, costs can add at least £250 to the original debt. **Debt action can also affect your ability to obtain credit in the future.**

**You will find our Factoring Arrears and Debt Recovery Policy on our website - [www.nvha.org.uk](http://www.nvha.org.uk).**

Where the Association has been unsuccessful in recovering some or all of the debt of an existing or former owner, the Association may, where the Title permits, redistribute the debt between the remaining owners in line with the Title Deeds

## **Change of Ownership**

Each owner shall ensure their solicitor notifies the Association of any changes in ownership of their property. On receipt of notification of such sale, the Association will liaise with the seller's solicitor and arrange to apportion the charges upon completion. A Sale Administration Fee of £80 (subject to annual review) will be applied to the seller's final factoring invoice to reflect the additional administration involved in this process.

Final factoring invoices will be issued to the seller's solicitor for settlement and will include the Sale Administration fee of £80. If the final invoice should not be issued to the seller's solicitor, this should be confirmed in writing and the correct forwarding address should be provided.

Any sales which fall out with our annual billing cycle may result in the final invoice taking more than 3 months to generate to allow us to process all final charges due.

The expected month of the final invoice issue will be confirmed to the seller's solicitor within the initial written correspondence. We will ask that the solicitor acting in the sale retain an appropriate sum to meet the final invoice.

## **Private and Commercial Letting**

If an owner privately lets their property, be it a residential property or a commercial one, the Association will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their tenant. Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them. It is the responsibility of each landlord to ensure we have adequate contact details on file and the correct forwarding address for all invoices and correspondence. Failure to provide this could result in important information being missed and factoring debt accumulating.

## **Insurance**

The Title of your property may provide that a communal building insurance policy is provided by the Factor and requires to be in place on behalf of all owners within your block or development.

We write to each owner in March each year inviting participation in the Block Policy and return of a form advising of your decision. If you do not wish to participate in our block policy then please return the form to let us know and you will be removed from this permanently and will not be added unless you contact us to inform us you wish to be included again. If we do not receive your form back and you are in a house then we will remove you from our block policy and you will not be insured.

Where insurance is in place, owners will receive an Annual Summary of Cover and details of their sum insured and premium at each renewal. Where insurance is provided by the Association, the rates are subject to regular competitive tendering and are reviewed annually. A copy of the current Buildings Insurance Policy Summary is sent out annually which provides details of the insurer, the total sum insured, any excesses which apply and a summary of the policy information for property cover. This can also be found by visiting our website.

The premium applicable to your property as calculated is set out in **Schedule 2** attached together with details of the insurer and any excesses which apply. Any changes to the insurance cover / premium etc. will be communicated to you in writing on an annual basis. The Association will not carry out an insurance revaluation to your property unless this is specified in the Deed of Conditions.

Any changes to the insurance cover/premium/policy excesses etc. will be communicated to you in writing on an annual basis.

Given this statutory responsibility and this liability for common property areas, homeowners must ensure that, in the event that they arrange their own property building insurance this must include for the reinstatement of the common property areas otherwise the homeowner may be liable for works costs not covered by their insurance cover.

The Common Insurance Cover will be arranged via a major insurance company at the most competitive rate available for the appropriate level of cover and due to economies of scale this should prove cost effective to owners. The Association will co-ordinate any claims to be made via the Common Block Insurance Policy and inform the owner of the outcome.

*(Owners should note that cover does not include personal effects, floor coverings, furniture, fittings etc., and it is their own responsibility to ensure that they are adequately covered in this respect by means of separate home contents insurance).*

The period for recharge of the insurance premium is 1<sup>st</sup> April to 31<sup>st</sup> March each year and invoices for building insurance will be charged annually and included in your annual bill in April. Please, however, note that insurance for the period 1<sup>st</sup> January 2023 to 31<sup>st</sup> March 2023 will be billed separately in January 2023 to bring your invoice in line with the annual billing arrangements.

The Association does not earn or charge any commission for arranging the insurance.

## **D – COMMUNICATION AND CONSULTATION**

### **ALTERATIONS**

Owners should not carry out major alterations which may affect the structure or integrity of the building as a whole.

Any major alteration to a flat is bound to need permission of some kind or other. Permission is required for any work involving an area that affects the common part of the property, erection or demolition of walls, moving a bathroom or toilet, installing new windows, changing the use of the flat etc. In some cases a Building Warrant or Planning Permission will be required. Where the common interest may have relevance, it is appropriate to notify details of proposed alterations to other owners in the block.

### **COMMUNICATION AND COMPLAINTS**

#### **Communication**

It is important to the Association that owners are satisfied with the factoring service that the Association provides. We actively encourage feedback from owners.

The Association will consult with owners on all factoring issues and hold owner's meetings on request to discuss any issues relating to the property. Newsletters informing owners of our activities will be issued four times a year. Owners can contact the Association by calling at the Office, by telephone, in writing, by e-mail or by using our website. (Contact details are at the end of this leaflet).

When you write to us or email us, we will:

- respond within 5 working days
- acknowledge your correspondence within 5 working days if a full response is likely to take longer (for example, to obtain further information)
- issue an automated out of office response to emails during periods of absence, which will state the timescale for a response

When you telephone us, we will:

- answer all telephone calls promptly
- deal with all enquiries immediately, but where this is not possible, we will call back within one working day or at an agreed time
- ensure that when offices are closed, an answerphone or message service will be in operation
- respond to any messages left on our voicemail within one working day or within the timescale specified during a period of absence.

Our normal office opening hours are:

|                            |                                       |
|----------------------------|---------------------------------------|
| Monday, Tuesday & Thursday | 8.30am to 12noon and 1.00pm to 4.30pm |
| Wednesday                  | 8.30am to 12noon                      |
| Friday                     | 8.30am to 12noon and 1.00pm to 4.00pm |

## Accessing Information

The following information can be located on our website [www.nvha.org.uk](http://www.nvha.org.uk):

- Factoring Policy
- Factoring Arrears and Debt Recovery Policy
- Complaints Handling Procedure
- Fair Processing Notice
- Registration details with the Information Commissioner's Office's Data Protection Public Register
- Procurement Policy

Please contact our Finance Officer on 0141 634 0555 if you require a hard copy of any documents.

## Reporting a Common Repair

As Factors, the Association will try to set and maintain a high standard of maintenance and repairs. Repairs procedures have been developed to ensure that repairs have been carried out to a good standard, in a cost-effective manner and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances. **You can assist the Association by reporting any common repair to us as soon as possible *giving as much information as you can when reporting the repair.***

Each owner will assist the Association by reporting any common repairs to the Association office. Common repairs can be reported as follows:

- By visiting our office at 29a Stravanan Road, Castlemilk G45 9LY.
- By phoning the Association on 0141 634 0555. If the office is closed then your call will be redirected to an out of hours call centre which will either process your common repair if it is an emergency or pass all details of the repair to be the Association when the office reopens.
- By emailing us – [enquiries@nvha.org.uk](mailto:enquiries@nvha.org.uk)
- Via our website – [www.nvha.org.uk](http://www.nvha.org.uk)
- By writing to us at North View Housing Association, 29a Stravanan Road, Castlemilk,

Please note that we **do not** carry out repairs to individual owners' properties.

If the repair is straightforward, the Association will pass the information to an approved contractor and they will carry out the works. If the repair is not straightforward, the Association will arrange to inspect and assess the repair.

Target times for dealing with common repairs are as follows:

|           |                                    |
|-----------|------------------------------------|
| Emergency | to be made safe within 4 hours     |
| Urgent    | carried out within 3 working days  |
| Routine   | carried out within 10 working days |

## *What are Emergency Repairs?*

This category includes any repair which is required to avoid serious damage to property or risk to health and safety, for example:

- Water burst
- Dangerous masonry, loose slates, etc.

These repairs should be made safe and where possible completed (temporarily if necessary) within 4 hours.

### *What are Urgent Repairs?*

This category includes repairs which are not emergencies but which can cause inconvenience or discomfort, for example:

- Close door entry repairs
- Water ingress
- Dark common/close lights

These repairs should be dealt with within 3 working days.

### *What are Routine Repairs?*

This category includes those repairs which do not fall into the emergency or urgent categories. These repairs should be completed within 10 working days.

These timescales may sometimes require to be extended if, for example, a contractor has to order parts/materials in order to complete the works or if owners are required to vote on proposed works due to the cost exceeding the delegated authority amount. If you are concerned about how long a repair is taking, or if a repair is not carried out to your satisfaction, please contact the Association.

## **Complaints Procedure**

If you have a complaint in relation to either the service which you have received or on a specific matter, the Association has a comprehensive Complaints Handling Procedure. Copies of this are available on request.

After we have fully investigated, if you are still dissatisfied with our decision or the way we have dealt with your complaint and consider that we have failed to carry out our duties or failed to comply with the Code of Conduct for Property Factors you can refer your complaint to the **First Tier Tribunal for Scotland Housing and Property Chamber**.

## **First Tier Tribunal for Scotland Housing & Property Chamber**

When our in-house complaints resolution procedure has been exhausted without resolving a complaint, the final decision should be confirmed with senior management before the owner is notified in writing. This letter will provide details of how to contact the **First Tier for Scotland Housing and Property Chamber** (formerly known as the Homeowner Housing Panel).

Owners may make an application to the Housing and Property Chamber for a determination of whether the Association has failed to carry out their Factoring duties or failed to comply with the Property Factors (Scotland) Act 2011. Homeowners must allow us a reasonable opportunity to resolve your complaint.

To make a complaint to the Housing and Property Chamber, homeowners must first notify the Association in writing of the reasons why they consider that they have failed to carry out their duties, or failed to comply with the Code of Conduct. The Association must also have refused to resolve the owner's concerns, or have unreasonably delayed attempting to resolve them.



You can contact the Housing and Property Chamber in writing at **First-tier Tribunal for Scotland, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT** or you can download an application form and find out more information at [www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot).

## **Compliance**

Under s 14(5) of the Property Factors (Scotland) Act 2011, the Association must ensure compliance with the Factors Code of Conduct published on 1 October 2012, a copy of which can be found on the Scottish Government Website.

Any decisions by the First-tier Housing Tribunal in relation to the Association's compliance with the Code of Conduct and/or its duties under s17(5) of the Property Factors (Scotland) Act 2011 are publicly available and published on the First-Tier Tribunal for Scotland (Housing and Property Chamber) website.

## **General Data Protection Regulation (GDPR)**

The Association is subject to the rules set out in the General Data Protection Regulation (GDPR). To allow us to deliver our services to you, we will need to process your personal data (which may be held on paper, electronically, or otherwise) and we recognise the need to treat it in an appropriate and lawful manner.

Our Fair Processing Notice information leaflet explains what information we collect, when we collect it and how we use it. A copy of this is available on our website.

**Our registration number is Z5410470**

### **1. CONTACT DETAILS**

North View Housing Association Ltd  
29A Stravanan Road  
Glasgow G45 9LY

Tel No: 0141 634 0555  
E-mail: [enquiries@nvha.org.uk](mailto:enquiries@nvha.org.uk)  
Website: [www.nvha.org.uk](http://www.nvha.org.uk)

## **E - DECLARATION OF INTEREST**

We do not receive any commission from our contractors to carry out standard repairs. The exact amount invoiced to us by contractors is apportioned between the owners within any development/ estate or block.

## **F - INFORMATION ABOUT THE 2011 ACT AND THE DUTIES IT PLACES ON PROPERTY FACTORS**

All organisations operating in Scotland who meet the definition of a Property Factor as set out in the Property Factors (Scotland) Act 2011 are required by law to register on the Property Factors register. The Association has the Property Factor registered number PF000246. You can view the Register at: [www.propertyfactorregister.gov.scot/PropertyFactorRegister/](http://www.propertyfactorregister.gov.scot/PropertyFactorRegister/).

The law also requires the Association to comply with the Code of Conduct which applied from 1 October 2012 and has been revised on 16 August 2021. The Code of Conduct sets out minimum standards of practice for registered Property Factors, encouraging transparency in the way that they conduct their business in connection with the management of common property or the maintenance of land. You can also view the Property Factors (Scotland) Act 2011 Code of Conduct at: [www.gov.scot/publications/code-of-conduct-for-property-factors=2021/](http://www.gov.scot/publications/code-of-conduct-for-property-factors=2021/).

## **G HOW TO END THE ARRANGEMENT**

### **Can I change my Factor?**

With the exception of properties where the Association has a reserved right to appoint the Factor, the owners with a block or estate can decide to change their Factor, the appointment of the Association as Factor may be terminated on the instructions of a majority of owners in a block or development, in accordance with the provisions of your Title Deeds or by the Association, in each case upon giving not less than three months prior notice in writing.

For the purpose of instructing the Association on factoring matters, each owner in the block will usually have one vote for each property owned by them. If the Title Deeds for the development, estate or block allocate votes on the matter of factoring/maintenance/repairs in a different matter, those provisions shall prevail and shall be adhered to by the Association in carrying out the factoring service. Where a property is owned by more than one person and the owners cannot agree that vote is disregarded.

The Association should be contacted for detailed guidance on the required process to make a change of Factor, although we hope you choose to remain with the Association as the most cost-effective factoring option for you.

We will co-operate with the new Factor to ensure a smooth transition. Provided that the Factor has been formally appointed in line with the Title Deeds we will share the required information (subject to data protection legislation). This process may require letters of authority from the majority of homeowners to confirm their instructions on the information they wish to be shared.

Following a change of Factor, we will issue final invoice to owners within 3 months of our services being terminated, unless there is a legitimate reason for a delay, such as awaiting final invoices from contractors.

In changing Factor to another company, owners are counselled to compare charges in terms of the management fee and all other costs. For repairs and common services, the Association currently re-charges owners exactly what we pay the contractors and do not add an additional uplift to cover costs. Our management fee covers our administrative costs. Whilst we are sure that our fee is competitive, you should check not only the management fee that other Factors levy, but also whether they perhaps charge add-on costs each time a repair or service is carried out. Please do check the small print.

Other things to consider are whether the new Factor will require owners to pay costs in advance before instructing works. For all but major owner led projects, the Association pay owners' costs in advance and recovers these from each owner after completion.

If a neighbour is asking you to change to self-factoring and stop having a professional Factor, ask yourself why? From experience, we often find that the person asking about opt out, just doesn't want to pay for the upkeep of the building. Remember, you have no automatic right to revert to our Factoring Services when things go wrong.

You may find a website called **Under One Roof** helpful. The website is for owners of all types of common property and is designed to help you understand your rights and responsibilities. Under One Roof is an independent service provided across Scotland by a charity:

[www.underoneroof.scot/](http://www.underoneroof.scot/)

### **Termination of our services**

The Association reserve the right to end the arrangement by giving owners 3 months' notice. In this case, we will write to the homeowners affected, giving them the notice period and timescales. After the notice period we will terminate our services and remove the block from our Buildings Insurance Policy.

**We hope that you have found this Statement of Services useful, however, if there is any aspect of our Factoring Services or the Property Factors (Scotland) Act 2011 that you are unsure about, please contact a member of our Finance Team on 0141 634 0555 or email:**

|                    |                 |  |
|--------------------|-----------------|--|
| Michelle McManus   | Finance Officer | <a href="mailto:michelle@nvha.org.uk">michelle@nvha.org.uk</a>   |
| General Enquiries: |                 | <a href="mailto:enquiries@nvha.org.uk">enquiries@nvha.org.uk</a> |
| Website:           |                 | <a href="http://www.nvha.org.uk">www.nvha.org.uk</a>             |
| Address:           |                 | 29a Stravanan Road<br>Castlemilk<br>Glasgow G45 9LY              |