



STATEMENT OF SERVICES FOR FACTORED OWNERS

About this document

The purpose of this document is to describe Yorkhill Housing Association's role as Factor where the Association has been appointed to provide a factoring service on behalf of all owners within a property.

In accordance with the requirements of the Property Factors Code of Conduct as defined by the Property Factors (Scotland) Act 2011, this document constitutes a Written Statement of Services setting out the service arrangements in place between Yorkhill Housing Association and homeowners.

The document contains information relating to our service provision as follows:

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The above information applies to all properties factored by the Association. In addition, each document has supplementary information inserted at the inside back cover.

Appendix 1 contains specific information relevant to an individual property:

- The property address and location
- How and when the factor was appointed

- How common shares are to be calculated and apportioned
- Arrangements for owners' meetings, quorum and voting rights

Appendix 2 lists all properties owned or managed by Yorkhill Housing Association Ltd

Appendix 3 provides all charges relevant for the current financial year. This includes management fees, insurance charges, and planned investment works.

The information within this document is accurate at the time of its 3rd publication, i.e. August 2022. Most of the Deed of Conditions details are fixed and will not change over time. Variable information such as fee levels will be updated in an annual amendment.

About Yorkhill Housing Association



Yorkhill Housing Association Ltd is a Registered Social Landlord, a Registered Property Factor, and a Registered Scottish Charity. This means the organisation has to comply with a wide range of regulatory standards.

Meeting these standards ensures our customers receive responsive professional services that represent value and efficiency.

First established in 1977 as a community based housing association, YHA has developed a strong track record of effective local service provision to tenants and owners. At 1st July 2018, the stock profile was as follows:

Stock type	Owned by YHA	Privately owned
Pre-1919 tenement flats	330	376
Commercial premises	2	74
Inter-war tenement flats	56	28
New build tenement flats (1989 onwards)	70	24

The Association combines its role as landlord and factor for the 456 flats and 2 commercials it owns, and manages an additional 431 flats and 74 shops for other owners.

Our objective is to manage and maintain these properties to the best possible standard within our available resources. Our office is based within walking distance of our stock, and is open five days a week. We are open to 6pm on Thursdays and Evening appointments can be arranged on request.

Yorkhill Housing Association Ltd is managed by a voluntary committee which employs professional staff to carry out day to day duties on the Association's behalf. This committee consists of a mix of local tenants and owners and also includes professional volunteers with an active interest in the Yorkhill area.

The Management Committee is elected by the organisation's membership annually. All owners are eligible for membership of the Association. A life share is £1, application forms are available from the office.

[Our Property Services Team @ Nov 2022](#)

Pauline Hollinsworth, Director of Property Services

Jacqueline Stirling, Factoring Manager

Robert Calvert, Property Services Manager

Kenny Davidson, Property Services Officer P/T

Michelle Muirhead, Snr Property Services Asst.

Natalie Tobin, Property Services Assistant

In addition to the specialist property services section, most of the staff team contribute to the factoring service on a regular basis providing reception, phone, estate management and general administration services.

Deed of Conditions

The Deed of Conditions is the document that governs how the property is managed. It is part of the property title deeds and its contents are legally binding on all owners.

The Association manages 916 units which are contained within 107 tenement buildings. Each of these tenement properties has its own Deed of Conditions.

Each Deed is different but they all prescribe:

- The role, appointment and obligations of the Property Factor
- The collective responsibilities of individual owners
- Which specific areas within the property are common
- How common costs are to be divided between owners
- How unpaid costs are to be shared between remaining owners
- Interest allowed on outstanding arrears
- Building insurance responsibilities
- Owners' decision making procedures
- Types and levels of repairs requiring prior authorisation
- Management fee setting
- Dispute resolution procedures

Yorkhill Housing Association is unable to provide copies of individual Deeds to owners although we can arrange for owners to read our copy in our office.

Any queries about your own Deed of Condition should be made directly to your legal representative or solicitor.

The key terms and conditions of a Deed of Condition cannot be varied without the express consent of all owners concerned. A majority of owners is not sufficient. However, legislation can override any condition. A recent example is the establishment of a Third Tier Tribunal following the implementation of the Property Factors (Scotland) Act 2011. This new Tribunal replaces any other body referred to in a Deed of Condition for dispute resolutions.

Appendix 1 of this document will detail the main terms and conditions that are prescribed in the Deed of Condition for your property. These are our sources for working out your share of common repairs etc



Factoring Agreement

The Association recognises that many Deeds of Condition are written in cumbersome legalistic language and can be difficult to read. Our Factoring Agreement summarises the main conditions of the original document in plain English. It is not a replacement and does not vary any conditions, but sets out the key contractual terms between the owner and Yorkhill Housing Association. The absence of a factoring agreement does not affect the legal status of the Association's role as factor for your property.



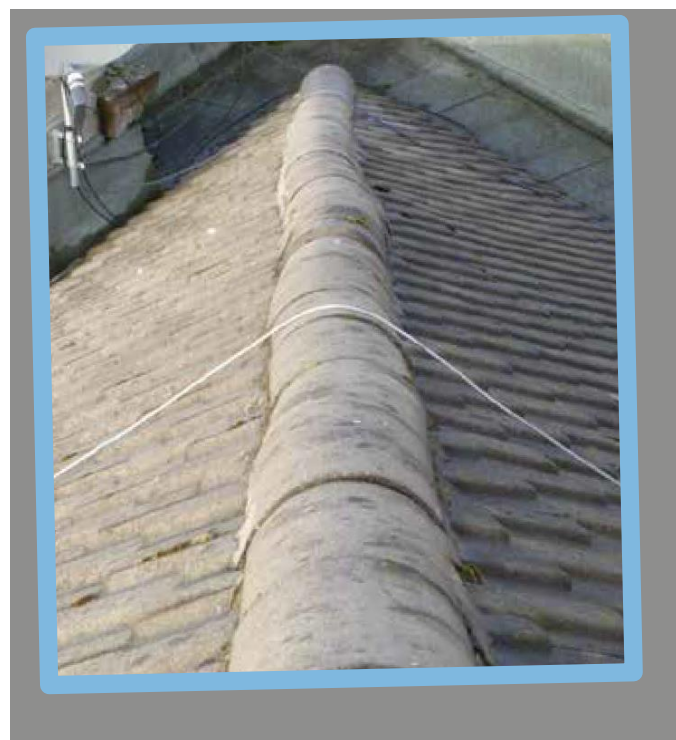
Obligations Of Owners And Factor

All stock managed by the Association is tenements. Although there are some variations between Deeds about details such as how common shares are divided, the following obligations apply to all owners including Yorkhill Housing Association.

- All owners have a joint responsibility to keep the tenement safe and properly maintained. This includes the roof, close, backcourt and binstore and any other common areas as specified in the Deed of Conditions
- All owners must allow access to their property if required to trace and access the source of a common problem
- All owners have a joint responsibility to ensure that the property has adequate buildings insurance to cover damage from flood, storm and fire.
- All owners are jointly responsible for payment of common repair costs
- All owners are bound by the terms prescribed in the property Deed of Conditions or any variation agreed by all relevant owners

The Factor's role is to administer and manage common services on behalf of the owners of the tenement. Any action taken by the Factor has to be authorised by the terms of the factor's appointment or a majority of relevant owners.

- The Factor has a legal obligation to register with the Scottish Government.
- The Factor must comply with the provisions of the Property Factors (Scotland) Act 2011 and the Revised Code of Conduct at 2021
- The Factor has a duty to act on behalf of the owners within the terms specified in this statement of services



- The Factor has a legal obligation to arrange adequate buildings insurance for the property
- The Factor has a legal entitlement to recover all legitimate costs paid on owners' behalf from individual owners
- The Factor is bound by the terms prescribed in the property Deed of Conditions or any variation agreed by all relevant owners

Services Provided

Core Service Provision

We charge an annual management fee for providing the following core services however some incur an additional charge as included in our Appendix*:

- Provision of a local office open five days a week excluding public holidays
- Out of hours telephone number for emergency common repairs.
- Arranging common repairs in accordance with terms of Deed of Conditions – emergency, reactive, cyclical and major*
- Careful selection and monitoring of contractors
- Payment to contractors on behalf of owners
- Where appropriate, preparation of tender and procurement documents
- Administration of tendering/ procurement procedures to seek best value
- Pre and post property inspections; reactive and proactive
- Site supervision where required*
- Preparation and issuing of accounts to owners
- twice yearly or as required
- Credit control and arrears recovery on behalf of all owners
- Administration of common block insurance policy, premiums and claims*
- Liaison with solicitors as required for owners' sales*
- Legal and regulatory compliance as required
- Arranging and attendance at owners' meetings as required.
- Recording proceedings at owners' meetings and distribution of minutes
- Correspondence and contact with owners as required
- A minimum of six common close/backcourt inspections per annum.
- A minimum of two Newsletters per annum

Additional Service Provision

The following services are provided as required at additional costs subject to implementation of the terms prescribed in the Deed of Condition:

- Stair cleaning
- Close window cleaning
- Landscape maintenance within backcourts
- Lift maintenance
- Project management for major repairs

Services provided outwith the core categories are itemised on your factoring bill.

We also charge for providing duplicate copies of:

- Invoices / Factoring accounts
- Building warrants (if available)
- Insurance documents
- Guarantees (if available)

A charge is made for any additional correspondence request, for example lenders' references.

Normally we will request advance payment before

issuing copy correspondence or starting a search for archived documentation. Due to the additional work required the charge applies even if the search is unsuccessful. We are unable to guarantee to meet all information requests as we do not normally retain files for more than seven years.

From time to time, the Association may invite owners to participate in projects or contracts that are not common works. Examples of such projects are:

- Annual gas servicing
- Window replacement
- Door and window frame painting

The Association will enter into a direct contract with a participating owner which will reflect the specific requirements of the individual. Payment will usually be requested in advance of work starting. Site supervision and contract monitoring will be the Association's responsibility in such contracts, with owners agreeing to allow appropriate access for surveys, works, inspections etc.

Charging Policies

Repair Float

When your factoring arrangement with Yorkhill Housing Association Ltd begins, you are charged a one-off payment that is used as a float. This provides a cash fund for the Association to contribute to the costs of common repairs that will require payment between invoicing periods.

If you sell your property or change your factor the deposit is refunded in full unless there is a balance outstanding on your final account, in which case the cash would be used to offset or clear any money owed to the Association.

The float charge for your property is detailed in Appendix 3.

Factoring Accounts

Paper invoices are issued to owners twice yearly, normally in May and November. We can provide electronic invoices on request if owners prefer. We expect payment within fourteen days.

If you sell your property between times you will receive a final invoice at the time of sale with appropriate adjustments to take account of charges and costs to date. A sales administration fee is charged on this final invoice. If you buy your property between times your first invoice will display charges and costs incurred since the date of purchase.

We review the fee levels no more than once a year.

All owners receive core services.



Your factoring invoice will normally include:

Management Fee

The Management Fee is used to cover the cost of providing the core service. When we calculate the cost of running the Factoring service we include common services to our own properties. The service is therefore funded partly by rental income and partly from owners' fees. The annual fee is divided between the two invoices.

Common Repairs and Additional Services

All repair and contract costs are divided according to the Deed of Conditions apportionment basis. The Association pays tenants' shares from rental income and recovers the balance from owners receiving the service. For ongoing services such as stair cleaning, annual costs will be divided between the two Invoice periods. For individual reactive, planned and major repairs the costs will normally be included on the first invoice following completion of the works.

Insurance Premium

The Association pays the full cost of the annual block policy in April. Your share of the premium will be included on the May invoice.

(more insurance information on P9)





Information Requests

If you require duplicate factoring bills or other documents relating to your factoring service, we will charge you to cover our additional staff time, stationery and photocopying costs. Normally, payment will be requested prior to issue of any documentation.

Contractors' Invoices and Project Management Fees

Your factoring account will itemize individual common repairs showing the date and nature of repair or service provision and your share of the total cost. We do not provide copies of contractors' invoices with the factoring bill but they are always available for owners to inspect in the office for a period of twenty eight days after the account has been issued. There is no charge for inspecting the invoices. We can supply paper copies of contractors' invoices on request for a small charge. See Appendix 3 for current charges.

Individual Project Participation

Where the Association can invite owners to participate in individual projects we will contact owners direct with clear information on proposed works and payment methodologies. No work will be instructed on an owner's behalf without prior signed consent from the owner.

Administration Charges – Change of Ownership

When a property is sold, the Association as factor incurs additional administration costs. Correspondence and liaison with the legal representatives of purchaser and seller are given Priority as there are usually time restraints on the sale.

A standard administration fee is charged for this service. The fee level is normally reviewed annually. Appendix 3 contains the current fee.

Legal Costs

If you allow your factoring account to fall into arrears and do not contact us to discuss the situation, we will take legal action to recover the debt.

Legal proceedings are costly, and the Association will recharge you for some of the expenses incurred in the recovery process. This adds to the original debt and therefore it is in your best interest to avoid reaching the legal action stage.

We will reclaim the following costs:

- Solicitor's letter
- Sheriff Officer's services
- Court expenses

In accordance with the terms of the Deed of Conditions, we will also add interest to the sum we are seeking to recover through court action.

More debt recovery information on P10.

Common Repair Categories

Common repairs may arise from day to day (reactive), may be planned on a regular basis (cyclical) or may be planned as a one-off project (major)

Reactive

Reactive common repairs are defined by three levels:

Emergency:

Immediate or imminent danger to life or property

Our target time for emergency repairs to be attended and made safe is 4 hours.

Examples of emergency common repairs would be:

- Flooding from burst pipes or severe storms
- Falling masonry

Urgent:

Risk or significant inconvenience to health or security

We aim to have urgent repairs completed within 24 hours of receiving the repair request.

Examples of urgent common repairs would be:

- Water penetration from roof
- Close door entry system not working

Routine:

Any reactive repair that is not emergency or urgent

Our target time for completion of a routine repair is three working days after we have been told about it.

Examples of routine common repairs would be:

- Plaster repairs to close walls
- Paintwork to bin stores

The Association may instruct common repairs on behalf of owners without prior consultation provided the value of the work will not exceed the level stipulated on your property's factoring agreement. This sum may be varied from time to time with majority agreement of owners.

The current level for your property is detailed in the supplementary information in Appendix 3 of this document.

Common repairs can be reported to the Association:

- By phone
- In person at the office
- By email
- Via our web site

Planned or Cyclical

These are works carried out by Yorkhill Housing Association at regular intervals to maintain and protect your property from falling into disrepair.

Examples of these types of works and frequency are:

Main Roof Gutter Cleaning.....Min Annually

Binstore Gutter Cleaning Min Annually

Painting of Common Closets/Areas ... 10 Yearly

Attic Tank Cleaning.....5 Yearly

Servicing/Certification of Roof Anchors ...Annually

Gas Servicing where owners opt in.....Annually

Lift Maintenance (where applicable).... Regular Periodic visits

Any of the above common or cyclical works with costs in excess of the limit on owners factoring agreements are discussed and agreed with owners in advance.

The Association has a robust open tendering procedure to ensure that we obtain best value for our owners and tenants when arranging service contracts and major repairs.

Major Repairs

Yorkhill Housing Association will administer major common repair projects as an addition to the core services providing a majority of owners are in agreement to works proceeding. Arrangements for such works will be made in accordance with the terms of the property deed of conditions.

Works of this nature will incur a 10% project management fee to reflect the additional services provided by the Association which include:

- Pre-contract surveys /inspections
- Pre –contract meetings with contractors
- Liaison with owners
- Site supervision / contractor monitoring
- Preparation and issue of tenders
- Snagging / digital photography /reporting

Examples of major works projects include :

- Roof upgrades / renewals
- Stone repairs/mullions/chimneys
- Cupola replacements
- Gutter renewal

Buildings Insurance

Yorkhill Housing Association as your factor has an obligation prescribed by the Deed of Conditions to arrange a common block buildings insurance policy for your property. We will not discount your premium or issue any refund if you have or have held additional buildings insurance cover with another insurer.

Your share will be apportioned and charged as stipulated in your Deed of Conditions. The policy will provide full reinstatement cover for all flats and a fixed amount of cover in respect of commercial units.

The Association will regularly review the block policy in conjunction with its brokers to ensure best value for owners and tenants. We may accept fixed term Arrangements where beneficial terms are offered for two or three years.

We pay the full block policy costs direct to the insurers in April and reclaim the owners' shares in the May invoice. We do not charge or receive any form of commission.

The insured perils include public liability for the common areas. Other perils include:

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

- The block policy insurance does not cover contents or general maintenance that becomes necessary due to wear and tear.
- An excess applies to all claimants which is charged by the Association on settlement of any claim and a 5% admin fee is payable on your policy to YHA.
- The annual policy schedule is issued to all owners with their May factoring invoice.
- Please note that house contents insurance is not covered in the block common policy.
- It is every owner's responsibility to ensure that they have adequate house contents insurance to cover their personal possessions in the event of a loss.
- The Association will submit insurance claims to the insurers in respect of the common policy.
- All settlement decisions are the responsibility of the insurers

Contact Methods

You can contact us by:

- Calling at the office (opening hours on back page)
- Letter (office address on back page)
- Telephone: 0141 285 7910
- Email: administration@yorkhillha.org
- Via our website: www.yorkhillha.org

We may contact you by:

- Home Visit
- Letter
- Telephone
- Email
- Text

Payment Methods

We offer a range of payment methods to suit the various requirements of our customers:

- Direct debit
- Standing order
- Internet banking
- Debit card payments by phone or in person at the office

- Credit card payments for sums of £500 or over by phone or in person
- Cheques made payable to Yorkhill Housing Association Ltd
- By Allpay at any Paypoint or post office

Please note we do not accept cash payments in the office. If you would like further information about any of the above payment options, please contact a member of the Factoring Team.



Our Customer Service Standards

Whichever way you choose to contact us you can expect to be treated with courtesy and respect from any member of staff.

We want callers at our office to feel welcome; we will do our best to make sure you are attended to promptly, we will tell you who is going to be dealing with your request or enquiry.

We do not have automated phone systems during office hours. We aim to answer every call within five rings. We will take your number and phone you back if the person you need to speak to is not immediately available.

We will respond to answering machine messages and emails the following working day (staff on holiday will leave out of office messages on email with alternative contacts).

Debt Recovery

In fairness to all owners and to protect our rental income, we operate a strict arrears control policy. The vast majority of owners pay promptly and this helps to keep service costs down.

We accept that from time to time individuals may experience genuine difficulty in paying their accounts off in full within the required time period, particularly those owners who are out of work or retired. In these circumstances we will discuss the situation with the owner and agree to a repayment schedule that is realistic and reasonable. Provided the repayment schedule is adhered to, no further action will be taken. It is important therefore, that owners finding themselves unable to settle their accounts contact the Association without delay.

A very small minority of owners choose not to contact the Association to explain their reasons for non-payment. Where initial reminders appear to have been ignored and owners have not responded to contact requests, the Association will commence legal proceedings.

We will charge for:

- Solicitor's letter
- Sherriff Officer services
- Court expenses

If the Association successfully obtains a Decree of Recovery from the Sherriff Court there are a number of significant actions we can then implement:

- Interest added to sum sued for
- Arrestment of bank account
- Property charge placing an inhibition on a future sale
- Sequestration

Legal action and additional expenses can be entirely avoided simply by contacting the Association at an early stage.

We do not currently recover the outstanding balances of an individual owner from other owners within a property. However, this is an option open to us and we reserve the right to do so at any time in the future. Common repairs are a joint responsibility of all owners. The Deed of Conditions acknowledge that where there are unpaid sums due, the debt should be spread between the remaining owners and the factor is entitled to recover from them.

A copy of our factoring and debt recovery policies Are available on request.

Complaints

Everyone at Yorkhill Housing Association is committed to providing a responsive factoring service that reflects our objectives of quality and value for all residents.

If something goes wrong, we want to know and we want to put it right.

Complaints about our service will help us to improve. We will regularly publish lessons we have learned in our newsletters and on our website. Our case study reports do not reveal identities.

We have two categories of complaints:

Stage 1

These are dealt with very quickly, sometimes on the spot. If a Stage 1 complaint cannot be resolved within five working days it moves to Stage 2.

Stage 2

These complaints need more investigation or are perhaps more serious. Our target to resolve a Stage 2 complaint is twenty working days.

If an owner is still unhappy after completing the Stage 2 process, the next step would be to contact the Third Tier Tribunal. The Tribunal will fully investigate the complaint, consider how the Association has responded to the owner's concerns and make a final decision based on a point of law.

First Tier Tribunal for Scotland (Housing and Property Chamber)

**Glasgow Tribunal Centre,
20 York Street
Glasgow G2 8GB**

Tel 0141 302 5900

HPCAdmin@scotcourtsribunals.gov.uk



Our *Complaints Handling Procedure* booklet provides detailed information on how we process complaints. It was issued to all residents during 2012 and to every new owner since. Further copies are available on request from the office and will be downloadable from our web site.

Compliments

Just as complaints help us improve our services, compliments help our awareness of the policies, systems and activities that work well. We welcome compliments on any aspect of our service.

We may use extracts from complimentary comments or correspondence in newsletters or on the web site but will not reveal identities without the express consent of the source.

Keeping in Touch

Your Contact Details

We require the following information to provide our basic service:

- The address of the property you own
- Your full name
- Your home address if different from above
- A contact telephone number
- Your email address

If we have additional information, it makes a significant difference to how we can respond to an emergency situation such as fire or flood.

- Who lives in the flat
- Next of kin if you live alone
- Any local key holders
- Emergency contact details

We treat your personal information with the greatest respect and under GDPR legislation. Confidentiality is very, very important to every member of the Association's staff. The details you provide are not shared with anyone unless a situation has arisen where we need urgent access to your property and cannot contact either yourself or a named person/organization as per the terms of our Privacy Notice to owners.

In emergency circumstances we normally ask for the police to accompany our staff while access is forced.

These incidents are thankfully rare, but do happen. On average, we deal with two serious emergencies every year.

Changing the Factor

Yorkhill Housing Association works hard to provide a cost effective responsive factoring service to owners. We are committed to ensuring the best quality and value to our residents within the resources available to us.

We hope to continue our role as local Factor for many years to come.

However, we fully appreciate that circumstances may arise in individual properties where it is no longer appropriate for the Association to remain as the factor. This may be because the Association has reason to wish to terminate its service provision or because the owners wish to appoint another registered factor instead.

If Yorkhill Housing Association Ltd decides that it no longer wishes to continue to provide factoring services to your property, we will call a meeting of the owners concerned to explain why. We will then give the owners at least twenty eight days written notice and if we can,

Your Views and Opinions

Your opinions are important to us and help shape our policies and procedures.

We welcome feedback on any aspect of our service and appreciate owners taking the time to complete post-repair satisfaction surveys.

Every three years or so, we conduct a comprehensive residents' survey. An independent consultant is engaged by the Association to conduct face to face interviews with tenants and owners. Advance written notice of these surveys will be provided by the Association. While we are very grateful to all residents that participate in these surveys, we also caution everyone to ask for ID before letting anyone into your home. If in doubt – keep them out.

All owners are actively encouraged to become members of the Association and as a member, become involved in the strategic planning, policy formulation and service levels affecting both tenants and owners in Yorkhill. If you are interested in joining the Association's Management Committee please contact the office.



If an owner or owners in a property wish to consider changing property manager, it is normally a straightforward process, arranged as stipulated in your title deeds. These arrangements normally include:

- Calling a meeting of all owners in the property, giving 7 clear days' notice in writing.
- Attend a meeting to discuss your options.

If a new property manager is appointed by a majority of owners, agree a date for changeover (normally 28 days from the date of the decision).

Money Laundering and Proceeds of Crime.

The Association are mindful of money laundering and the proceeds of crime in all payment arrangements made with owners.

The Association will not accept large regular payments into accounts for unidentified repairs and may ask an owner to provide a trail of withdrawal for payment of a large repair.



Yorkhill Housing Association Ltd
1271 Argyle Street, Glasgow G3 8TH

Tel 0141 285 7910
administration@yorkhillha.org
www.yorkhillha.org

Office opening hours:
Mon - Wed: 9am to 5pm
Thur: 9am to 5pm
Fri: 9am to 4pm

REGISTRATION INFORMATION

Regulatory Body
Scottish Housing Regulator Financial Services Authority
Scottish Government (Register of Factors)
Office of Scottish Charities Regulator
Registered under the Co-operative and Community Benefit Societies Act 2014

Consent No 10263
2302RSP
PF000220
No SC040346
No 2302 RS