

Provanhall Housing Association

Provanhall
Housing Association

Written Statement of Services



On request, the Association can provide services for an interpreter, preferred method communication for those with hearing impairments and translation of all our documents, policies and procedures in various languages and other formats such as computer disc, tape, large print, Braille etc. These can be obtained by contacting the Association's offices.



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Provanhall Housing Association own and manage 520 Social Housing Tenancies in the Provanhall area of greater Easterhouse. We offer a bespoke Factoring Service to owners within our community and can provide a service to other owners in our area which meet our strategic objectives and to improve the area.

Our staff team are highly qualified and we offer competitive pricing based on tendered contracts we have in place including Scotland Excel.

As a Social Enterprise; any surplus we generate from providing the Factoring Service is reinvested in supporting our community.

The Association is registered (as required by the Property Factors (Scotland) Act) as a Property Factor with Number PF000389. You can inspect the register at Scottish Property Factor Register.

Authority to act

Provanhall Housing Association (PHA) provides your property management services for one of the following reasons:

- we are named as factor in your property's Title Deeds
- we have been appointed as the agent of the factor named in your Title Deeds
- we have been appointed as property factor by a majority of owners or your property's developer
- or we were already the factor for your property at the time you bought it

This Written Statement of Services booklet tells you how we will provide services to you as your factor.

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

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

PHA is a Registered Property Factor. Our registration number is PF000389

Our Role

In general terms it is a homeowner's responsibility to:

- report repairs as soon as you spot an issues
- keep the common parts of your building clean, well-maintained and in good order.

We are here to help you do this by providing the services as set out in your Title Deeds. Your Title Deeds will set out specific responsibilities for your factor, for example, to arrange buildings insurance, and make repairs to common parts and land belonging to you and your neighbours.

We will act on behalf of you and your neighbours to manage the common parts of your property such as the stairs and landings or shared backcourts and landscaped areas. Often homeowners are not clear about the role of the property factor and what we can and cannot do. We will provide help and support to homeowners where we can, and act for you within the scope allowed in your Title Deeds.

We do not have the same powers as social landlords or local authorities so there are some things we can't do, for example, getting involved in disputes between neighbours or tackling anti-social behaviour involving residents.

If you're looking for a good independent resource to help you understand your role and ours, take a look at Under One Roof - the site offers independent advice to flat owners in Scotland.



Our core services

We provide core factoring services to you through the management fee we charge. These include:

- management of the service and responding to customer enquiries
- access to our common area repairs service for emergency, urgent and routine repairs
- pre & post inspections of common repairs, where appropriate
- arranging and managing contracts for services such as close cleaning and landscaping
- arranging, monitoring and supervision of our cyclical, reinvestment & improvement service
- collation of charge information and issuing of invoices
- collecting everyone's share of costs including debt recovery actions
- co-ordination of payment for common electricity within the block (such as stair lighting or power for door entry systems)
- arrangement & apportionment of buildings insurance
- maintaining ownership records
- inspections to monitor the cleanliness of your block
- arranging owners' meetings and arranging votes
- keeping our customers informed through our website, newsletters and other communications

Buildings insurance

In most cases your Title Deeds will require your property factor to arrange buildings insurance for all the properties in your block, including the common parts. This is designed to protect everyone's interests and means your block is always fully covered in the event of an insured act such as fire or storm damage.

We take our responsibility to arrange buildings insurance very seriously. We do this through Bruce Stevenson Insurance Brokers, who are regulated by the Financial Conduct Authority to do this. We do not receive any commission on arranging this service for you.

Every year we will send you details of your cover and what is not covered, a policy schedule showing your annual premium (charged annually and detailed on your May factoring invoice or your first invoice if purchasing part of the way through a year), any policy excess and details of the insurance provider. We will also tell you the maximum amount you can claim.

It is your responsibility as a homeowner to tell us if the rebuild value of your home exceeds the maximum amount you can claim. Our policy will cover higher rebuild values but we need to notify our insurer if this is the case, and we need up to date information from you to do this.



Revaluation

We will carry out property revaluations to establish the building reinstatement valuation for the purposes of insuring your property. We do this before re-procuring our overall building insurance needs which we do every 5 years. We will write to you with more information about this process when it is due to take place.

Out with our revaluation exercise, it is your responsibility as a homeowner to tell us if the rebuild value of your home exceeds the maximum amount you can claim, as stated on the policy schedule. Our policy will cover higher rebuild values but we need to notify our insurer if this is the case, and we need up to date information from you to do this. Your policy schedule will confirm what you are covered for.

We recommend that homeowners get regular valuations of their properties to make sure adequate insurance cover is in place.

To ensure peace of mind for all our customers your property will remain fully insured even if your neighbours default on a payment, as we guarantee to pay the insurer for all properties. We take any necessary action to recover any outstanding payments for this service from individual customers.

Your policy booklet gives more information on your buildings insurance. If you can't find it, please get in touch by emailing info@provanhallha.org.uk and we can email a copy to you.

Commission

PHA do not receive commission on arranging your insurance.

Endorsement fee

If your mortgage provider requires their interest in your property to be noted on the insurance policy, PHA will charge a one-off policy endorsement fee, of £15 + VAT, to cover the administration costs.

How to claim on your buildings insurance

It is your responsibility to notify us in the first instance of any claim. We will arrange the claim via the Insurance Broker and any works only where this is to common areas. If the claim relates solely to your own property, you should make your own claim. Details of how to make a claim are included in your insurance renewal document. You can email us for a copy at info@provanhallha.org.uk

You should make a claim as soon as possible after the damage.

Carrying out repairs and maintenance

It is your legal responsibility as a homeowner to make sure the common parts of your building are kept in good condition. This is called the Duty to Maintain and is set out in the Tenements (Scotland) Act 2004, Section 8.

As your property factor we are here to help you. We have delegated authority to complete routine repairs to the common parts of your property up to the consent levels set out in your Title Deeds or a Factoring Agreement we have with you and your neighbours. This delegated authority means we can respond to issues quickly, helping to minimise costs and further damage to your property.

The consent levels for your property will be detailed in your Title Deeds or a Factoring Agreement.

When we need permission

We need your permission to go ahead with any repairs where the costs will be higher than the consent limits for your property or improvement works.

We will contact you and ask you to vote within seven days. If we get permission from the majority of owners, the work to go ahead. In some instances, we may require owners to pay for the all the works in advance before any work will start. We will tell you when this is required.

If we don't get consent for a repair, we will only ask for permission for the same repair again if you or a neighbour tell us about a material change in circumstances e.g. if the problem has got worse, or if enough owners change their minds for it to go ahead. You can find out more about the consent process and how we carry out repairs on our website.

When we don't need permission

Where the individual owners' estimated share of the cost is less than £250 inclusive of VAT.

Where there is a risk to health and safety, we can go ahead with necessary repairs to protect all residents and their properties.

We can apply to your local authority to have essential work enforced. This is generally a last resort, as we always strive to reach agreement with you and the other homeowners in your block first.



Reporting a repair for common areas

You can report a repair at any time by email to info@provanhallha.org.uk or the online form in our website <https://provanhallha.org.uk/> or by telephoning 0141 771 4941.

It's best to report repairs as soon as you are aware of an issue. This prevents further damage to your property.

We will deal with repairs within the following timescales, weather permitting:

- **Emergency repair:** an issue that causes immediate risk to health or is likely to cause serious damage to the property or make the property less secure. The aim of the repair will be to make the building safe. Follow up work is likely to be needed.

Timescale: attend within four hours of the repair being reported and make safe within 24 hours.

- **Common repairs:** repairs to the common parts of your building. Timescale: within 10 working days of being agreed.
- **Major common repairs:** more complex repairs, such as rot or extensive roofing works, may take longer. Timescale: we will keep you and your neighbours informed when work will start.

Cancellation of repairs

Repair works orders can be cancelled for a number of reasons:

- We were not able to secure the necessary consent from homeowners – we will write to you confirming this is the case
- Our repairs team were not able to gain access to your building when they called – we will text or email you if we have contact details for you on our systems. Please get in touch to rearrange the appointment.
- The repair has already been raised by one of your neighbours so we cancel the duplicate.
- On attending the repair team assess that different work is needed, they will cancel the original work order and let us know to raise a new one so that the right trade with the right equipment and supplies can attend. We won't notify you if this happens.
- Investment work is already planned that will address the issue, to save owners money the repair is cancelled and a more comprehensive fix is carried out. We will write to you and let you know if that is the case.

Repair warranties

Repairs come with a standard six month warranty. If you have an issue with a repair, please let us know so that we can investigate and make sure any defects are fixed while it is still within this period.

Cyclical maintenance

We recommend that homeowners arrange a programme of regular maintenance for items such as regular inspections and routine cleaning of gutters and common water tanks. This helps to ensure the safety of all residents and avoids preventable damage to your home.

If your block or development doesn't have a maintenance programme in place, we can arrange this, as long as a majority of owners in your block agree.

Where we own a property in your block or development; a cyclical maintenance programme may already be in place. If this is the case, you will be notified about any planned work to your property. We'll send you a bill for your share of the work once it is complete.

Major improvement work

To protect your property, make sure it complies with relevant legislation, and help to maintain its value, major improvement works may be required. This could include new roof and render, insulation, upgrade to door entry controls, stair and close refurbishments.

As the representative of all owners in a block we can organise owners meetings so potential major improvement works can be discussed and voted on. We will organise estimates for works, and project manage agreed works on behalf of you and your neighbours once payment has been received from everyone.

Where we own properties in the close we may carry out major improvement work in line with our obligations as social landlord to protect housing assets and provide high quality homes for our tenants.

If this is the case, we will be in touch to let you know what the works are likely to be and estimated costs. We will then organise an owners meeting to consult with you about the proposed works. Where we do not have a majority in a block and a vote is required we will organise that in line with your Title Deeds.

We charge a 12% flat rate project management fee for these projects.

Service providers

Our repairs service is delivered by contractors procured through relevant legislation and approved by the Association's Management Committee.

Additional Services

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

- back court maintenance including grass cutting

- stair and close cleaning

- stair lighting and door entry maintenance

- communal electricity which may include meter readings

- compliance monitoring

- land maintenance which can include gardening, landscaping, and the maintenance and insurance of play areas

- car park lighting, maintenance and permit management

- solar panel maintenance

If we provide any of these services they will be detailed on your Factoring Agreement.

Opting-in to common services for your block

If you are interested and the service is available for your block, we will write to all homeowners asking for confirmation of interest and setting out details and the costs of the service.

If a majority of owners confirm that they are interested in the service, we will arrange a meeting to discuss it with you and answer any questions.

If a majority of homeowners vote for the service, we will notify you in writing of the date the service will start.



Charging arrangements

How costs are shared

We divide all service and repairs costs according to your share, as defined in your Title Deeds and summarised in your Factoring Agreement.

Our Management Fee

We charge an annual management fee for each property based on the specific requirements of your block or development. Your Title Deeds set out how this should be calculated, for example, either as:

- a flat rate per block or development
- a percentage of the services delivered.

Your Written Statement of Services Part 1 letter tells you your current annual management fee, sometimes referred to as your Common Charge or Service Charge.

The management fee covers the cost of providing our core services. The fee itself is based on the management cost per property, staff and business overheads, inflation and the financial return set by our Management Committee each year.

We review our management fees annually. Our Management Committee sets the fee for the coming year and considers: the market, the economic climate and how this may affect homeowners, demand on our services and our ability to meet this within resources, changing regulations and legislation that may affect homeowners or our sector, and required investment in our services to ensure they are as efficient and effective as possible and will meet changing consumer expectations.

We strive to deliver good value for money services and aim to keep our costs as competitive as possible.

Charges for specific services

We apply a charge for each of the services detailed in your Written Statement of Services Part 1 letter. This covers the cost of providing the service and is what our contractors charge us. This document also sets out when you are charged VAT for those services.

Please note that:

- charges for common electricity supplies, i.e. for stair-lighting, will be billed based on actual costs in the previous year to ensure accuracy.
- stair and close cleaning is provided 50 weeks a year but costs are spread out over the full year.

We review service charges on an annual basis. When our Management Committee sets the service charges for the coming year, they consider specific contractual arrangements with providers as well as the current rate of inflation.

We don't receive any additional benefits or commissions from the provision of our services with the following exceptions for two of our services:

Notice of changes to fees and charges

We give customers one month's notice of any changes to our management fee and service charges. These are applied from 1 April each year.

Deposits

When you become a customer we take a deposit known as a float. As long as your account is up to date and you don't have any outstanding debt due to us your deposit will automatically be returned to you if you sell your property or move to another factor.

We ensure a clear separation of funds by keeping all deposits from homeowners separately within our accounting arrangements.

Selling your home

If you are selling your property, we'll work with your solicitor to make sure things go smoothly. We will provide information about your account and your property, including details of any planned works and any outstanding debt. We charge a fee to cover the administrative cost of providing this information.

Please let us know as soon as possible if you are thinking of selling and we can provide you with guidance on current fees for providing information to your and the purchasers' solicitors.

Customer accounts and billing

We are committed to providing you with clear itemised bills.

Each customer has a number of accounts to help you understand what you are being charged and making payments for. They are:

- Common Charges (sometimes called Service Charges) – this covers your management fee and buildings insurance costs, as well as specific services that apply to your property
- Repairs and maintenance
- Improvement
- Other recoverable fees

Charges only apply where you receive the services

We issue common charge invoices quarterly within 14 working days of the end of the accounting periods of 31 May, 31 August, 30 November and 28 February by email. These bills include: your quarterly management fee, and service charges for the specific services provided to your property e.g. stair cleaning. We charge for these costs quarterly in advance. Repairs are charged in arrears on completion of works. Common electricity supplies, i.e. for stair-lighting, will be billed based on actual costs in the previous year to ensure accuracy. Building insurance is charged annually in the May invoice or in your first invoice if you have joined part way through the year.

If you have larger one off repairs or cyclical maintenance carried out to the shared parts of your building or development, we will send you a separate invoice. We aim to issue this invoice within two months of the work being completed. This bill will describe the work that was done, when it was carried out, the total cost of the work and your individual share of that cost due for payment.

If you and the other homeowners in your block or development request major works to your property, we will need payment in advance before we can start the work.

In these circumstances we hold the funds in trust until the work is completed, or by some other mutually-agreed arrangement.

If you and the other homeowners in your block request major work to your property, we will need payment in advance before we can start the work. In these circumstances we hold the funds in trust until the work is completed, or by some other mutually-agreed arrangement. We will return the funds to you if the work does not proceed.

If you require hard copy posted bills, we will provide this at an additional charge of £15 + VAT per quarter.





Billing queries or disputes

If you have a query about any charges in any of your bills please get in touch. Our email is info@provanhallha.org.uk or 0141 771 4941.

If you want to dispute any item on your bill, you should raise this within 14 days of the date of your invoice. Other items on that bill or any other bills from us should still be paid by the due date while we investigate the disputed item.

Sinking or reserve fund

Unless detailed in your Title Deeds, we do not operate a sinking or reserve fund for your property. If we have one for your block, we will contact you separately to let you know how we will deal with these funds.

Ways to pay

More and more customers are paying their bills by Direct Debit, or using their online account. People who have made the switch tell us it's so much easier and convenient.

Our preferred payment method is Direct Debit. It's quick and easy to set up and means you'll never forget to pay a bill.

Alternatively payments may be made by, cheque, Standing Order, Allpay or by telephone to PHA's office. PHA does not accept cash.

Having difficulty paying?

If you have difficulty paying your bill please contact us as soon as possible. We are here to help.

We offer advice and links to organisations that can support you. Our staff can also refer you, with your agreement, to agencies who can offer help and support.

Debt

We can recover court costs from customers, and under most Title Deeds and or your Factoring Agreement we can also apply interest charges to monies owed. While your Title Deeds may allow for us to recover debt owed by other homeowners in your block from you and your neighbours, we do not do so. We may however, review service provision to your block if debt levels are high.

Customer service commitments

We are committed to listening to you and where possible to acting on what you say. We value your opinions and work hard to develop services and standards that meet your needs.

Enquiries

- We will respond to your calls and other correspondence within five working days
- If for any reason we are unable to deal in full with your enquiry in that time we will inform you of progress every five days, or at a timescale agreed with you
- We aim to answer your calls within five rings

Complaints

Your views are important to us as they let us know how and where we can improve the services we provide. If we have made a mistake, or you are unhappy with our service, we aim to make it as easy as possible for you to tell us.

You can make a complaint to us through the info@provanhallha.org.uk email or telephone us on 0141 771 4941, in writing, or in person at our office.

We have a two stage complaints procedure. We will always try to deal with your complaint at stage one. But if the matter needs a detailed investigation we will tell you this and keep you updated on progress.

Stage one: resolving your complaint quickly

We will tell you who is responsible for resolving your complaint within two working days of receiving it. We will always try to resolve your complaint quickly, within five working days.

If you are unhappy with our response, you can ask us to consider your complaint at stage two.

Stage two: investigating your complaint

If you are unhappy with our response at stage one, we will review your complaint at stage two. If it is clear that a complaint is more complex, sensitive or needs a detailed investigation or if there is a specific reason why it cannot be resolved quickly we will investigate it as a stage two complaint.

We will acknowledge your complaint within two working days. We will give you our decision as soon as possible. This will be after no more than 20 working days unless there is clearly a good reason for needing more time.

We follow our Complaints Policy which can be found on our website and on request. It sets out more detail on what you can expect when you raise a complaint with us.

Compliments

We are always delighted to receive any compliments about the services we deliver. Along with complaints and general customer feedback these help us understand the services you want and how you want them delivered.



Your information

We take protecting your information very seriously. Our Privacy Notices set out how we will use your information. Our Privacy Notice can be found on our website at <https://provanhallha.org.uk/>

We are registered with the Information Commissioner's Office Data Protection Public Register, our registration number is Z212380X.

Code of Conduct for Property Factors

If you feel we haven't complied with the Code of Conduct for Property Factors or our duties as a factor, you can ask the First Tier Tribunal for Scotland (Housing and Property Chamber) to look at it.

This was set up as part of the The Property Factors (Scotland) Act 2011.

Before the tribunal will look at your case, they will expect you to advise them that we have refused to resolve your concerns, or have unreasonably delayed attempting to resolve them. They will also expect you to have notified us in writing why you consider we have failed to carry out our duties.

We will treat your concerns as a complaint and follow our complaints policy and the timelines it sets out.

We will comply with any relevant request for information from the First Tier Tribunal. The Tribunal can make a 'property factor enforcement order' requiring us to take action.

The Tribunal's contact details are:

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



Declaration of Interest

Where PHA owns property in your block or development it will have an interest as an owner in the common parts. This means PHA have rights and responsibilities in terms of looking after and paying for the upkeep of the shared parts of the building or development.

Your Written Statement of Services Part 1 indicates if PHA, has an interest in the common parts of your block. A list of current approved contractors is published on our website.

Ending factoring arrangements

Changing property ownership

If you sell your property, you or your solicitor need to contact us as soon as you know the identity of the new owners. If we don't have this information, we won't be able to update our records and allocate charges to you and the new owner. Your solicitor should also give us your forwarding address. We ask that you inform us with at least 14 days clear notice of your intended sale in order to provide information to your solicitor and the purchaser's solicitor. A fee applies for this service.

Changing service arrangements or factor

Section 4 of the Tenements (Scotland) Act 2004 allows you to make decisions about your property. If you are thinking about opting out of some common services or changing property factor and ending your relationship with PHA, please check your title deeds which will set out the process you and your neighbours should follow.

In most cases it is straightforward, as long as it is agreed by a majority of the owners within a block. You would ask for a meeting of all property owners to discuss your property management options. At that meeting you and your neighbours would take a vote.

If you decide to opt out of a common service or end your relationship with us altogether, you will need to give 28 days' notice in writing. A majority of owners will need to agree this decision, unless your title deeds say something different. This will give us time to settle any outstanding accounts, terminate any contractual arrangements related to your block, and at your direction, share relevant information about your property with your new property manager.

Where you decide to appoint a new property manager you need to give us a letter of authority stating that this is the case, the contact details for your new factor, the date when you wish this factor to take over which should be no sooner than 28 days' from the date the letter is received by us, and what information you wish to be shared with that new factor.

We commit to provide the following information:

- list of all properties factored
- list of any outstanding repairs and timescales for their completion
- list of any planned investment works – the timescale and scope of works.

If the list above is not sufficient and you would like further information to be provided you should detail that in your letter.

Subject to PHA's data protection policy and wider data protection legislation we will provide the information about your block requested by you to your new property manager within 28 days' of receipt of your letter. We will work with your new factor to make the transition as easy as possible.

When there is a change of ownership or termination of the factoring arrangement, we will return any funds due to you, less any outstanding debts, when you settle your final bill.

It is your responsibility to cancel any Direct Debits or Standing Orders for payments to us at this point. It is not our responsibility to automatically return payments that continue to be made to us after your factoring arrangement with us has ended.

You can find more information about this process by speaking to one of our staff.

Withdrawal of factoring services

In some circumstances, we may have to consider withdrawing some or all factoring services. This may be as a result of non-payment of debt in your block or development.

In these cases, we would write to affected homeowners to make them aware of our intention, along with the process and timescales involved. We will give three months' notice that we plan to withdraw our core factoring service. This will give homeowners time to arrange alternative factoring provision including buildings insurance if appropriate.





Provanhall Housing Association Limited is a company registered in Scotland under the Companies Acts, Company Number: SCO37762, Registered Office: 34 Conisborough Road, Easterhouse, Glasgow. G34 9QG. It is registered as a Property Factor Id: PF000389. Registered Housing Association No. HHC 242 Scottish Charity No SC037762. Financial Conduct Authority No 2401RS.
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