

# **Oak Tree Housing Association Ltd.**

## **Written Statement of Services to Owners Housing Estate Services**

**Last Reviewed July 2021**

**The Property Factors (Scotland) Act 2011  
Property Factor Number PF000264**

# OAK TREE HOUSING ASSOCIATION LTD.



## Written Statement of Services to Owners

### Housing Estate Services

This Written Statement of Services (WSS) has been produced by Oak Tree Housing Association Ltd. (OTHA) to enable us to meet our statutory obligations in terms of the Property Factors (Scotland) Act 2011 and the related Code of Conduct for Property Factors. We act as the Factor (also known as Property Manager) for your property and surrounding land.

This is not intended to be a legally binding document, but a general explanation of our property management services.

OTHA will take all reasonable steps to ensure that a copy of the WSS is provided to homeowners:

Within 4 weeks of OTHA:

- Agreeing in writing to provide services to you; or
- The date of the purchase of a property (the date of settlement) of which they maintain the common parts. If OTHA is not notified of the purchase in advance of the settlement date, the 4 week period is from the date that we receive notification of the purchase;
- Identifying where we have provided misleading or inaccurate information at the time of the previous issue of the WSS.

At the earliest opportunity (in a period not exceeding 3 months) where;

- Substantial change is required to the terms of the WSS.

Oak Tree Housing Association Ltd is a registered factor with the Scottish Government and our registration number will be printed on any future correspondence that we send to you.

The contact details for our office are as follows:

Address: 40 West Stewart Street  
Greenock,  
PA151YA

Telephone: 01475 807000  
E-mail: [info@oaktreeha.org.uk](mailto:info@oaktreeha.org.uk)  
Website: [www.oaktreeha.org.uk](http://www.oaktreeha.org.uk)  
Property Factor Registration No: **PF000264**

## **Part 1 Basis of Factoring Appointment**

Everyone living within a property which has common areas has an interest in maintaining a safe, pleasant and well maintained environment in which to live. Each homeowner generally has a legal obligation to contribute to the cost of the repair and maintenance of common areas within a property/estate.

When you bought your home you accepted a number of responsibilities that are set out in documents called "Title Deeds" and "Deed of Condition". OTHA does not hold copies of your Deeds, however, you can obtain a copy from Registers of Scotland (who charge for this service) or contact your solicitor for advice. The contact details for Registers of Scotland are as follows:-

Address: Registers of Scotland,  
Meadowbank House,  
153 London Road,  
Edinburgh,  
EH8 7AJ

Telephone: 0800 169 9391  
E-mail: [customerservices@ros.gov.uk](mailto:customerservices@ros.gov.uk)  
Website: [www.ros.gov.uk](http://www.ros.gov.uk)

The Title Deeds place a legal obligation on every homeowner within an estate to contribute to the cost of maintaining any common areas. The Local Authority may maintain some areas & collect Council Tax to meet the costs of maintenance items that are their responsibility. The costs collected by OTHA are for the maintenance of areas that are not the responsibility of the local authority – they are the joint responsibility of all homeowners in the area.

The legal basis of your property/estate being factored by OTHA is outlined in the schedule accompanying this statement. This will either be:

- Legally appointed as Factor as per the Deeds of Condition, or
- Custom and practice

## **Part 2 Property Factor Responsibilities**

OTHA will ensure that we comply with the duties and responsibilities imposed by the Code of Conduct for Property Factors. This includes:

- Quoting the Property Factor Register Number in any relevant documents sent to homeowners.
- Having and maintaining adequate professional indemnity insurance.
- Ensuring that all contractors appointed to carry out works have adequate public liability insurance.
- Pursuing contractors or suppliers to remedy defects if any inadequate work on service has been provided.
- Ensuring that homeowners know what it is they are paying for, how the charges were arrived at and that no improper payment requests are invoiced.
- Keeping clear and full written records and producing them when required by the First Tier Tribunal for Scotland and
- Complying with any decision of the First Tier Tribunal for Scotland.

### **Part 3 Services Provided**

As property factor, OTHA will provide the following property management services:

- A repairs service which may include paths, walls, fences and landscape maintenance to all common areas where this service is provided
- Preparing and issuing landscaping accounts
- Processing payments and recovering debts
- Dealing with property factoring enquiries – see Customer Service Policy on OTHA's website for timescale
- Administering the resale of factored properties.

Although suitably qualified/trained staff from OTHA will carry out regular property inspections, owners can report any common repairs directly to our dedicated repair line on 01475 807001.

The following timescales will apply for the OTHA repairs service:

**Routine Repairs** – should be carried out within 7 working days. A routine repair will generally involve a situation that does not present any health and safety risk.

**Urgent Repairs** – should be carried out within 2 working days. An urgent repair will involve a situation that does not pose an immediate threat to Health and Safety, but may do so if left unattended.

**Emergency Repairs** – should be attended to within four hours of the repair having been reported. Some emergency repairs may not be fully repaired within 4 hours however any remaining works will be completed as soon as is practical. An emergency repair will generally involve a situation that poses an immediate threat to health and safety or security.

If a repair is likely to cost more than the agreed specified limit, we will seek to get agreement from the majority of owners within the estate before carrying out the repair. This may take a longer time to organise. This will be reviewed from time to time after consultation with owners.

Our current factoring threshold is that we would write to homeowners if their individual share is over £100 or the total cost was over £1,000.

If there is a need to organise a repair quickly on the grounds of Health and Safety, or to avoid deterioration of a property then we may have to proceed with a repair without prior agreement.

The repairs will be carried out by contractors from the association's Approved Contractors List. Our approved contractors are selected because they offer a professional service which represents value for money. We have a detailed policy on how we approach selecting and monitoring the service of our approved contractors.

Under our Financial Regulations, if works are above agreed thresholds we will request three quotes or tenders. These figures will be reviewed from time to time as the financial regulations are reviewed.

### **Part 4 Financial and Charging Arrangements**

The services provided to homeowners by OTHA require input from staff, contractors and sometimes consultants, who have to be paid for their services. OTHA seeks to ensure that the fees charged are reasonable, cover the costs of delivering the service and represent value for money. We will compare our charges with other factors to ensure this is the case.

### Invoicing

Invoices for charges will be sent out in May every year to Landscaping owners, and will include charges for the previous financial year. An administration fee is charged annually and is detailed on any invoices that you receive. These charges are reviewed annually. The current fee for 2023/24 is 15% of any direct costs incurred, subject to a minimum charge of £3.00.

Invoices for fully factored owners will be sent out by post in March and September every year. The annual factoring management fee is charged in arrears in 2 instalments in March and September for the period July to December and January to June respectively.

Invoices are sent out by post. You have 28 days from date of the invoice to make payment – unless you have a specific agreement with us to pay by standing order in monthly instalments. Alongside these invoices we will provide a detailed financial statement showing a breakdown of the charges made as well as a detailed description of the activities and works carried out which are charged for.

Details on how to make payments towards your landscaping account are given contained in your landscaping bills, but can also be found in the information leaflet that is available to download from the Oak Tree Housing Association website – [www.oaktreeha.org.uk](http://www.oaktreeha.org.uk).

### Debt Recovery

We will make every effort to come to an arrangement for payment with you if you are having trouble paying your invoices through financial difficulties or otherwise. However, should an acceptable arrangement to pay not be made, unpaid invoices will be sent to a debt recovery company and all legal fees and debt recovery charges will be passed onto the owner in question. OTHA has a debt recovery procedure which can be found on our website and is also available on request from our office.

Our debt recovery process will now include signposting to free and impartial debt advice services, support and information on debt solutions from not-for-profit organisations. All payments will be monitored regularly with timely reminders issued to homeowners and any charges being applied are highlighted and explained.

## **Part 5 Communication Arrangements**

OTHA is happy to receive feedback from our residents. You can write to us at 40 West Stewart Street, Greenock, PA15 1YA, send an e-mail through our website at [info@oaktreeha.org.uk](mailto:info@oaktreeha.org.uk) or telephone or visit the office in person. We will endeavour to respond to all written queries within five working days. Telephone or in-person queries are usually dealt with immediately unless we do not have all the information at hand to give you an immediate answer, in which case we will respond to you within 5 working days.

Our website has a specific section for homeowners where various documents are available for viewing such as our factoring newsletters and Frequently Asked Questions about our service.

From time to time, we will send you a satisfaction survey form asking how satisfied you are with the service and what comments you have to help us improve our service to you.

If you are dissatisfied with the service we provide then you can make a complaint to OTHA using our complaints procedure for factoring customers. A copy of this procedure can be found on our website or will be made available to you upon request to the office.

If you are still unhappy with our response once you have progressed through OTHA complaints procedure then you are able to take your complaint to the First Tier Tribunal for Scotland.

To make a complaint to the First Tier Tribunal for Scotland, homeowners must firstly notify their property factor in writing of the reasons why they consider that the property factor has failed to carry out their duties or failed to comply with the Code. The property factor must also have refused to resolve the homeowners concern, or have unreasonably delayed attempting to resolve them.

OTHA must keep a written record of all complaint made by homeowners or third parties during the past three years, in case this information is required by the First Tier Tribunal for Scotland.

OTHA must comply with any request from the First Tier Tribunal Scotland to provide information relating to an application from a homeowner. The contact details are:

Address:           Housing and Property Chamber,  
                      First Tier Tribunal for Scotland  
                      Glasgow Tribunals Centre  
                      20 York Street  
                      Glasgow  
                      G2 8GT

Tel:                 0141 302 5900

Website: [www.housingandpropertychamber.scot](http://www.housingandpropertychamber.scot)

### **Part 6 Declaration of Interest**

Oak Tree Housing Association Ltd is a Registered Social Landlord (Registered with the Scottish Housing Regulator No: HBC 137).

Our principal business is that of the provision of affordable housing for rent in the Inverclyde area. We own around 1700 properties for let at social rents, provide a factoring service for around 250 owners and around 1,000 landscaping customers. We also play a wider role in regenerating the community and are involved in a number of community projects aimed at increasing the quality of life for residents.

Many of the properties that we own are situated in estates with the owner occupied properties that we factor. We do not seek to make a profit from our factoring service – we only seek to recover the costs of providing this service to you. We have no financial interest in any of the contractors we use to provide our repairs and maintenance service.

### **Part 7 How to end the Factoring Arrangement**

In most circumstances, a factoring service can be brought to an end either by the owners of the factored properties, or by the factor:

#### Decision by Owners

If you want to change your factor, for most customers it is a straight forward process. You should refer to your Title Deeds, as it is likely that they contain information on the process. In most cases, a new factor can be arranged by the agreement of a majority of the owners within an estate. A meeting with the other owners should be arranged and 28 day's notice given in writing to confirm the change in factor.

#### Decision by Oak Tree Housing Association Ltd

If OTHA intends to stop acting as your factor and plans to bring your property management service to an end, then we will write to all other affected owners within the estate.

## **Part 8 Other Information**

### How to contact Oak Tree Housing Association Ltd

If you have any queries on this written statement of services more information on our Property Factoring service can be obtained by telephoning OTHA on 01475 807000 or emailing [info@oaktreeha.org.uk](mailto:info@oaktreeha.org.uk) or from our website at [www.oaktreeha.org.uk](http://www.oaktreeha.org.uk).

When the office is closed an emergency repair service is available. Details of opening hours, emergency numbers and public holidays are available on our website.

**Information on key elements of our factoring service can be obtained, on request, at our West Stewart Street, office. Alternatively please check our website where various information leaflets / policies are available to view.**

All of OTHA documents are available in larger print or a different alternative format upon request. We can also translate into other languages if English is not your first language. Please let us know if you have special requirements when requesting a document from us.

OTHA as an organisation seeks to embrace diversity, promotes equal opportunities for all and eliminates any unlawful discrimination in all areas of our work.

### Property Factors (Scotland) Act 2011 and Code of Conduct

If you wish to read the contents of the Act and the Code of Conduct then you may do so at the following website [https://www.gov.scot/publications/property-factors-scotland-act-2011-code-conduct-property-factors/Understanding the Legal Jargon](https://www.gov.scot/publications/property-factors-scotland-act-2011-code-conduct-property-factors/Understanding%20the%20Legal%20Jargon)

### ***Management Area***

The whole area managed by the factor, including all properties, plots, roads, pavements, parking areas and open spaces not adopted by the local authority. Management areas can extend to several areas which may mean that all owners are liable to pay a contribution to the cost of repairing and maintaining shared ground which could be several streets away.

### ***Deed of Conditions***

The document drawn up by us prior to the sale of individual plots within an estate/development. It details the shared obligations and conditions which apply to each plot. It also describes the extent of the estate/development.

### ***Disposition***

The document which transfers ownership and is granted by the owner at that time in favour of the first purchaser of a property. It includes a description of the individual property and any specific rights and conditions. It may also refer to a Deed of Conditions for further details of your responsibilities.

### ***Schedule to the Disposition***

The additional section attached to the Disposition which details conditions specific to that property. If you own a flat and the factoring conditions apply, these will be included in this section.

### ***Factor***

The Factor is the person or body who can exercise the powers conferred by the Schedule to the Disposition, or any other powers conferred by a majority of owners in the block or area being factored. The factor is often referred to as a "Property Manager".

### ***Shared/Common Charges***

Shared or common charges are those resulting from the maintenance or repair or the management of land or buildings for which there is a community responsibility. It can include the administration costs associated with instructing any work or recovering any shared or common charge