

Written Statement

On the services provided by Homes for Life under the Property Factors
(Scotland) Act 2011



Property Factors (Scotland) Act 2011
2011 asp 8

For shared equity owners:

*Muirfield
Gullane
EH31 2GY*

and



Written Statement

1. Authority to Act

a) *Legal basis of arrangement between Homes for Life and owner*

Our authority to act as factor properties at Muirfield, and to recharge the cost of providing these services comes from your title deeds.

The Deed of Conditions for this development was registered with the Land Register of Scotland on 6 June 2005. Part II details the 'Community Burdens', including for maintenance of 'Common Parts of the Development'. Part III details relevant access rights and obligations. Part IV details the management burden for the development and confirms our entitlement to act as 'Manager'-unless we no longer own any properties in the development or no longer wish to carry out this function

We are a registered property factor and our Registered Number is PF000219

b) *Description of use and location of area of land to be maintained (with plan where possible)*

The attached plan shows the Common Parts of the Development as outlined in the registered Deed of Conditions. Common Amenity Ground and Access are highlighted in red and the Common Play Park in black. Common Parts of Properties apply to Blocks lettered A-E, including the areas highlighted in grey and yellow.

2. Services Provided

a) Any work or services which are required by the Deed of Conditions~~property titles,~~ including as appropriate:

- Maintenance, including all necessary inspection; repair; maintenance; renewal; replacement; rebuilding; cleaning; heating and lighting of any Common Parts of Properties in Blocks A-E. This may include any common foundations; walls; solums; roofs; roof voids; gutters, rhones, downpipes; courtyards; gardens; drying areas; entrances and steps; stairwells, including stairs, landings, balustrades, banisters, cupboards, floorcoverings, entrance doors, windows, light fittings and switches; pends; fences, railings, gates and other enclosures; as well as other relative common connections, fixtures and fittings
- Maintenance, including necessary inspection; repair; maintenance; renewal; replacement; rebuilding; cleaning and lighting of any other Common Parts of the Development. This will include – Common Amenity Ground and Play Areas. It may include- access roads, parking, footpaths and steps (where these have not been adopted by the Local Authority); grass, flowers, shrubs, hedges, and trees; boundary walls and fences; as well as other relative common amenities outwith individual Properties and Blocks.
- Maintenance, including necessary inspection; repair; maintenance; renewal; replacement of Common Services. This will include sewers, drains, soil, gas, water and other pipes and equipment; electricity, TV, security, and telephone cables and equipment, including common aerials and other transmission equipment; Common Service meters; and all other shared services.

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- Insurance of Common Parts, including for Public Liability for the Common Play Park;
- Setting regulations for any Common Parts;
- Action for recovery of costs of Management of Common Parts;
- Arranging meetings of any Proprietors with an interest in the Common Parts;
- Disposal of Common Parts of the Development;
- Such other services as are reasonably required to fulfil the duties of Manager.

Please refer to the plan attached to your Deeds or the representational plan on the back page of this Statement.

b) Service delivery standards^[G1]

We will carry out not less than two regular visual inspections each year of the Common Parts of the external fabric of the building, and any common Gardens ,courtyards, fences footpaths etc as well, any common entrances, and stairwells We will note any obvious defects and action as required.

As far as possible we will contact owners in advance of such inspections. It is vitally important that homeowners make us aware of any common defects or concerns they may have in relation to the management of their property/development as these may not always be obvious to us at the time of inspection.

Please note, these inspections are not risk assessments of the property and do not constitute a survey. If risk assessments or property surveys are required we would recommend homeowners engage the services of an appropriately qualified consultant.

Emergency Repairs

For utility service emergencies you should contact

- Gas Escapes – If you think you smell a gas leak NEVER attempt to find a gas leak yourself. Instead contact SCOTIA GAS NETWORKS immediately on 0800 111 999.
- Scottish Power – 0845 272 7999
- Scottish Water – 0845 601 8855

Our reactive repairs contractor is R3. If a common repair has not been attended to and it represents a risk to building fabric, contents or health and safety, you may contact R3 direct for emergency repairs out with opening hours on 03000 999 247. R3 will attend to an emergency within 4 hours. Please note however if you choose to call them out to a non emergency you may be recharged the full cost of attendance.

3. Financial and Charging Arrangements –

a) How many properties contribute towards maintenance costs for area of land maintained

As the Manager, Homes for Life may carry out all necessary common repairs and maintenance,

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recovering a share of the costs and management fees from individual owners. These are known as 'Factoring fees'.

For maintenance of Common Amenity Areas and Common Play Areas landscaped areas and play park maintenance each of the 58 properties in the development will contribute a 1/58th share toward the cost. These areas are highlighted in red and black on the attached plan. The Company pays the contribution for the 46 properties that we a-lease to our tenants and ~~the 12~~ owners of the 12 properties sold on a shared equity basis are responsible for the remainder.

Flats at 20,21, 36 and 37 Muirfield Gardens are each responsible for 1/18th share of repairs and maintenance of the Common Parts of the Properties in Block E of the attached plan, including the front courtyard

Flats at 1 and 2 Muirfield Gardens are each responsible for ½ share of repairs and maintenance of the Common Parts of the Properties in Block A of the attached plan, including [G2] the front courtyard.

The 12 owners are solely responsible for arranging and meeting the cost of any repairs or maintenance necessary to their own property, and which are not covered by provisions for management of common areas.

~~debt recovery procedure~~

~~Any unpaid fees that remain outstanding 28 days after invoice will automatically incur a late payment administration fee of £15 and receive a 1st Reminder letter. Failure to address the arrear within 14 days of a 2nd reminder letter will result in a 3rd a final letter requiring payment within 7 working days.~~

~~Where an owner has failed to pay factoring fees after the 3rd and final letter has been issued the Company may take legal action to recover the debt.~~

~~Additional administration and legal costs associated with Debt Recovery Action will also be charged to the account.~~

~~Where the Company obtains a decree for payment and the debt is still not cleared the decree may be enforced by:~~

- ~~* arresting wages~~
- ~~* arresting bank account~~
- ~~* stopping the owner selling their house~~

~~debt to a debt recovery agency which will adversely affect your credit rating~~

↔b) _____ Floating fund arrangements incl payment and repayment arrangement (at change of ownership)

A floating fund of £150 from each owner is maintained to allow the Company ~~The float is a contribution to the maintenance fund and necessary to meet most all common expenditure incurred for the development.~~ This is paid by each owner on taking entry to their property.

Annual common charges are debited from the floating fund and owners are invoiced for the balance necessary to ~~which is replenish the float~~ ed upon settlement of the annual common charges account. ~~Thereafter the float is carried forward to meet the next year's~~ expenditure [G3]. ~~Payment for the factoring fee is debited from the floating fund of £150 that each owner pays on taking entry to their property.~~

In the event of a sale of a property, reconciliation will be produced for the year to date, and the any remaining float will be credited to the homeowner's final account minus any outstanding fees.

Any arrangement for funds for specific projects or cyclical maintenance

Where costs for any planned works are expected to exceed the net balance of float available at

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any time, the Company may seek additional funds from owners before instructing works to avoid any shortfall.

The Company may also at its discretion offer individual owners the opportunity to participate in cyclical maintenance contracts for their own properties, such as for cyclical external painterwork. The Company may request prior payment of assessed costs for such work to avoid any shortfall.. In the event of a sale of a property, the float will automatically be credited to the homeowner's final account minus any outstanding fees.

~~e)c)~~ Any services or works that may incur additional fees – including when or how these may arise

The scope of works as outlined is intended to be comprehensive. However, in the event that additional works or services are deemed necessary to meet our duties as Manager, we would seek to consult owners before proceeding, except where works are urgently required to protect property or to mitigate risk, and such prior consultation would not be practicable[G4].

~~e)d)~~ How often HfL will invoice owners

Core factoring services are recharged to homeowners at cost, together with our a small modest administration fee charged for managing these services. An invoice will be raised annually to cover these the service charges. This e-account will cover the period 1st April until 31st March, of the previous year. The invoice will identify the shortfall required to replenish the factoring float to a £150 value.

Additional Interim Invoices will only be issued where the scale of works completed or planned is expected to exceed any net factoring float still available.

~~f)e)~~ How we will collect payments incl timescales and methods (stating choices available) Any charges for late payment

Owners may choose to pay by cheque, direct debit, or in limited circumstances by cash into the Haddington office[G5], or by Allpay Card. Please let us know your preferred method of payment

f) Homes for Life debt Recovery Procedure

Any unpaid fees that remain outstanding 28 days after invoice will automatically incur a late payment administration fee of £15 and receive a 1st Reminder letter. Failure to address the arrear within 14 days of a 2nd reminder letter will result in a 3rd a final letter requiring payment within 7 working days.

Where an owner has failed to pay factoring fees after the 3rd and final letter has been issued the Company may take legal action to recover the debt.

Additional late payment administration and legal costs associated with Debt Recovery Action would then also be charged to the outstanding account.

Where the Company obtains a decree for payment and the debt is still not cleared the decree may be enforced, including:

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- [arresting wages](#)
- [arresting bank account](#)
- [preventing the owner selling their house until the debt is cleared](#)
- [passing the debt to a debt recovery agency which will adversely affect your credit rating](#)

4. Communication Arrangements

a) Complaints handling procedure and how to apply to Homeowners Housing Panel

We aim to resolve complaints quickly. This could mean an on-the-spot apology and explanation if something has clearly gone wrong, and immediate action to resolve the problem.

We hope you don't need to complain about our service but if you do, it would be helpful if the complaint could be as detailed as possible. We will give you our decision at **stage 1** in five working days or less, unless there are exceptional circumstances.

If we can't resolve your complaint at this stage, we will explain why. If you are still dissatisfied you can ask for your complaint to be investigated further through **stage 2**.

~~Complaints which are more~~ We can help you with making this request. Stage 2 deals with two types of complaint: those that have not been resolved at stage 1 and those that are complex and require detailed investigation will also be dealt with as stage 2 complaints[G6].

When using stage 2 we will:

- acknowledge receipt of your complaint within three working days
- discuss your complaint with you to understand why you remain dissatisfied and what outcome you are looking for
- give you a full response to the complaint as soon as possible and within 20 working days.

If our investigation will take longer than 20 working days, we will tell you. We will agree revised time limits with you and keep you updated on progress

Once you have had our final response, if you feel your complaint has not been resolved or handled satisfactorily, you may be able to apply to the Homeowners Housing Panel who try to resolve complaints and disputes between home owners and property factors.

You may make an application to the Homeowner Housing Panel in the following circumstances:

Where –

1. you have notified the Company in writing of the reasons why you consider it has failed to carry out its factoring duties, and
2. after the Company's complaints process has been exhausted, you believe that the Company has refused to resolve your complaint or has unreasonably delayed attempting to resolve your complaint.

The Homeowners Housing Panel is open 9:00 am to 5:00 pm, Monday to Friday and can be contacted:

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By Telephone: 0141 242 0175

By Email: hohpadmin@scotland.gsi.gov.uk

By Fax: 0141 242 0141

By Post: Homeowner Housing Panel

Europa Building
450 Argyle Street
Glasgow
G2 8LH

Further information is available at: Homeowner Housing Panel (HoHP):
<http://www.prhpscotland.gov.uk/prhp/2157.html>)

b) Timescales to respond to enquiries and complaints received by letter or email

If you write or email we will aim to respond within 5 working days from receiving your communication, unless there are exceptional circumstances. If we are unable to fully answer your query within this time scale you will receive an acknowledgement, which will confirm an anticipated response time[G7].

c) Procedures and timescales for response to telephone enquiries

If you call we will endeavour to answer your queries during the course of the telephone call however if we require to revert to you with further information, we aim to do so within 48 hours (excluding weekends and public holidays[G8]).

5. Declaration of Interest

Declaration of any financial or other interests. ~~eg ownership in the land managed~~

Homes for Life Housing Partnership are currently the owners of 46 properties within the Muirfield development. The share of the factoring costs allocated to the properties which we own are collected from tenants as part of the rental charge.

We will generally use our only approved maintenance contractors to complete necessary works. They are generally appointed through competitive procurement on the basis of quality and value.

To ensure independence in procurement, our Policy and Procedures require that directors, staff and contractors sign annual declarations of any potential conflicts of interest, and require that no director or staff take any part in their appointment or evaluation of a contractor in whom they have declared such a potential conflict.

6. How to End the Arrangement

Clear Information on how to change or terminate the service arrangement including signposting the applicable legislation. Information should state clearly any cooling off period, period of notice and penalty charges

In terms of the Deed of Conditions our appointment may be renewed or terminated:

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- ② By us, so long as we are the owners of any of the dwellinghouses within the development
- ② Once we are no longer the owners of any dwellinghouse, by a majority of owners within the development voting at a meeting in accordance with the provisions of the Deed of Conditions.

As we are currently still an owner of dwellinghouses within the development then we are entitled to continue to act as factor. ~~However, in~~ terms of the Title Conditions (Scotland) Act 2003, ~~any this~~ appointment can only last for ~~a maximum of~~ 5 years, ~~regardless of the title deeds, however,~~ we can continue to act thereafter until another factor is appointed by a majority of the owners.

In terms of section 64 of the Title Conditions (Scotland) Act 2003 there is an over-riding entitlement for two thirds of owners to terminate any appointment and reappoint another factor regardless of what is within the deed of conditions. ~~However,~~ as we own 46 out of 58 within the development properties/dwelling houses and would have an equivalent number of votes, ~~within the development~~ any ~~such vote~~ move would effectively require our agreement.

