

Issued: 1 April 2021

Written Statement of Services

In accordance with the Property Factors (Scotland) Act 2011 (the “Act”), Melville Housing Association Limited as a registered property factor is required to set out in a written statement the standards for the delivery of services that will be in place between us and you the owner.

Melville Housing Association Limited (Industrial and Provident Reg. 2466R(S)) being a recognised Scottish Charity (SCO32755) and registered as a Property Factor Registration No: PF000388 provides you with Property and Estate Management services on the basis set out in this statement.

This written statement of services (“this statement”) has been prepared in accordance with: Section 1.1a of the Code of Conduct for Property Factors (the “Code”), with which Melville Housing Association Limited (“Melville” or the “Association”), as a property factor must comply.

This statement has been produced to set out the responsibilities of Melville as property factor, and your responsibilities as a homeowner who has a relevant interest in:

- (a) **Common parts** of a larger building which we manage and/or
- (b) **Amenity Areas** which we manage and maintain.

Definitions

When we refer in this statement to “**Common Parts**” we mean those parts of a larger building such as a block of flats, which are owned in common amongst the owners of the individual houses within the block, such as the roof, common stair, external walls and so on.

References to “**Amenity Areas**” mean the areas of ground within housing estates, such as grassed areas, soft landscaping, unadopted roads, footpaths and parking, which are provided for the use of all of the owners within the larger housing estate or development.

For the purposes of this statement, you and other people who are either owners of Common Parts or who are obliged to contribute towards the maintenance of Amenity Areas are referred to as “homeowners”.

This statement is not a legally binding agreement, but is intended to reflect the services provided by Melville in clear and transparent terms.

If you consider any statement set out in this statement to be inaccurate or unclear, please contact Melville using the details set out in section 4.

1 AUTHORITY TO ACT

Melville is the property factor of the Common Parts and Amenity Areas by virtue of the title deeds to the relevant properties.

The title to your house will normally take the form of a Land Certificate, although if you have owned your house for many years the title may not have been registered in the Land Register yet, in which case your title may be made up of a number of different deeds. For owners of flats, then the rights and obligations which relate to the Common Parts of the larger block of which your flat forms part, will have been set out in the title which was registered when your house was first sold.

The relevant rights and obligations which relate to Amenity Areas, will be contained in a Deed of Conditions which forms part of your title deeds and which applies to all properties within your estate or development, whether flats or houses.

Your Title Deeds set out the rules governing the management of the Common Parts of your block and the Amenity Areas in the estate you live in. They cover maintenance, repairs, insurance and the obligations owners have in sharing common costs with other residents. The titles also set out the rules which the Factor must follow as the property manager.

The Association's right to act as your factor stems from your title deeds, Melville may be named as your factor in your title deeds, or we may have taken over the role from Scottish Homes when the houses in Midlothian were transferred to us in 1995, or we may already have been the factor when you bought your property.

Your solicitor should have discussed these matters with you when you bought your house or flat. If you don't have your Title Deeds you can get a copy from the **Registers of Scotland** who can be contacted on 0845 607 0164 or by email on customer.services@ros.gov.uk. There may be a fee for this service, charged by Registers of Scotland.

Delegated Authority

Your title deeds give Melville the authority to carry out repair and maintenance work to the Common Parts of your block on behalf of the owners in that block.

Your title deeds state that we must engage with you and any other owners in the block for any item of work that is anticipated to exceed £250 per house or such other amount as we may decide and notify to you. Where the cost of repair work is likely to exceed this amount we will write to each owner to seek agreement from a simple majority that the work can proceed. In circumstances where the repairs are complex or considered to be particularly expensive we will arrange a meeting

For routine repairs and maintenance up to £250 per house (or such higher amount as mentioned above), your title deeds set out that we can arrange repairs up to this value without having to notify you in advance. We will write to inform you to about the works that we have instructed and we will send an invoice within 4 weeks of the work being completed.

There is no threshold for the cost of work that needs to be done as an emergency and so in that situation we will do whatever is necessary to make the Common Parts of the property safe, secure and wind and watertight.

When We Need Your Consent before Doing Repairs

Before we can carry out repairs and maintenance above these delegated levels, we must first get permission from a majority of owners within your block. We require a simple majority to proceed with the repairs which we will then arrange to have carried out.

In order to seek permission, we may simply write to you enclosing a ballot paper or, where the repairs and maintenance work is extensive and costly, we will invite residents to a meeting to express their views before a vote is taken.

The Association owns at least one flat in each of the blocks of flats we factor and we are entitled to cast one vote for each flat we own. We will write and tell you the outcome of any vote and if work is to be carried out, we will tell you when this will happen and keep you informed of progress, or tell you about any delays.

For the avoidance of any doubt, if any homeowner votes against the proposed repairs, but a majority of homeowners vote in favour, the dissenting homeowner will still be responsible for their share of the cost of the work. Calculation of costs is detailed further at section 3.

2 SERVICES PROVIDED

As property factor, Melville will provide the following services:-

- Inspect, identify and prepare specifications and schedules for specific repairs.
- Invite quotations for repairs from suitably qualified contractors
- Liaise with other homeowners
- Co-ordinate/Obtain written and signed agreements with homeowners before instructing repairs, a simple majority of all adjoining owners will allow repairs to be instructed
- Appoint contractors and provide supervision for the duration of the work
- Provide administration for the work
- Agree and sign off completion of the work
- Co-ordinate payments to contractor
- Collect payment from homeowners

3 FINANCIAL AND CHARGING ARRANGEMENTS

3.1 Fees and Charges

Melville does not charge a fixed annual fee for the services that we provide.

We will, however add a fee to the shared costs of any repair to cover cost of providing the factoring service. This fee will be for managing repairs, including quality control, and inspection, and procuring works or services. The fee also extends to dealing with enquiries and the general administration involved in issuing bills and managing customer accounts. Fee levels are based on the time spent by staff engaged in these activities, a proportion of office overheads, and any direct costs associated with providing the factoring service and inflation.

We calculate your share of any common repairs which we carry out to Common Parts by dividing the cost of work or services provided by the number of properties required to share these costs, according to your title deeds.

For works up to the set value of £250 per house (or such other amount as we may have notified you, as above) we will also charge a set management fee of £25 for providing this service. For more expensive works exceeding the set amount we will add a fee of 15% to the shared cost per house.

The Association reserves the right to review the level of our fees annually to ensure that our charges are fair and competitive, and we will write to advise you of any changes in the level of the charges.

Melville is a registered charity (SCO32755) and does not make a profit from the services to owners but we need to set our charges with a view to recovering the full cost of all services we provide.

3.2 Amenity Areas within former Scottish Homes Estates

When the Association acquired its properties in Midlothian from Scottish Homes in October 1995, it also acquired ownership of all of the Amenity Areas within the various housing estates and developments.

Open spaces of grass, planted and shrub areas are maintained on behalf of the Association by Midlothian Council. The terms of that contract mean that the Council does not charge Melville any ongoing fee for undertaking maintenance work. Although your title deeds oblige you to contribute towards the cost of maintaining open spaces (Amenity Areas) in your estate, Melville will not apply a charge to you, for as long as the contractual arrangement which we have described above remains in force.

However, the Association remains responsible for the ongoing maintenance for other features of the Amenity Areas, such as: car parks and hardstanding areas; unadopted footpaths and roads; screen and boundary walls; and fencing. The costs for any repairs and maintenance required for items such as those listed will be shared equally between all owners in the particular estate in accordance with your title deeds.

We will inform all owners in the estate about any proposed work and will employ the same process as set out above for seeking consent to carry out repairs detailed above. Costs will be shared equally between the number of owners responsible and we will also apply the appropriate fee for providing the administration and factoring service again as set out above.

3.3 Financial Arrangements

Invoicing

Melville shall issue invoices to homeowners for the cost of common repairs and maintenance.

Homeowners can make payment to Melville by any of the following methods:

- Cash, Cheque or Debit Card;
- BACs;

All accounts are payable within 28 days from date of issue.

If the account remains unpaid you will receive a reminder letter within 6 weeks after the date of the original invoice.

A second (and final) reminder letter will be issued within 4 weeks of the first reminder

letter. If the account still remains unpaid, the Association shall recover the money owed using its debt recovery policy, which is detailed below.

Debt Recovery

Melville operates a debt recovery policy to pursue all amounts we are due.

Where payment is not received and no contact made with us, outstanding accounts will be passed to a Sheriff Officer who will use all legal means to ensure payment. This will include court orders, wage arrestments and ultimately obtaining letters of inhibition over the property. An inhibition order will prevent the property being sold until the debt is repaid and could affect the homeowner's ability to obtain further credit.

If it is appropriate we may use the small claims procedure to pursue outstanding payments.

Where legal action is necessary to recover debts the costs of any legal proceedings are payable by the owner.

4 COMMUNICATION

Clear communication with all our customers is important. We take complaints seriously and use them as an opportunity to improve our services.

Please contact us if you have a concern, query or comment, at:

**Property Services
Melville Housing Association
200 High Street
Dalkeith
EH22 1AZ**

**Telephone: 0131 654 2733
Fax: 0131 663 8855
Email: info@melville.org.uk
Web: www.melville.org.uk**

4.1 Complaints

If any homeowner wishes to complain about any aspect of the Association's service as property factor, our complaints leaflet is available on request or via our website – **www.melville.org.uk**. If you prefer you can pick a copy up from our office.

You can complain by talking to us in person or by telephone, by letter or e-mail or by using the form in the complaints leaflet.

If you have a complaint please tell us what you are unhappy with, what you think should have happened and what you want us to do to put the matter right.

We operate a two stage complaint procedure:

Stage 1 Frontline resolution – We aim to respond within 5 working days

Stage 2 Investigation - We will acknowledge your complaint within 3 working days and give a full response within 20 working days. This stage deals with complaints not resolved in **Stage 1**.

If we are unable to resolve your complaint at **Stage 2** and the complaint is considered to breach the Property Factors Code of Conduct, you can refer your complaint to the First-tier Tribunal for Scotland (Housing Property Chamber). Full details on how to refer your complaint to this panel will be set out in our final response letter.

5 DECLARATION OF INTEREST

Melville is an owner of the Common Parts in common with the other homeowners having an interest in the relevant Common Parts, and as such, the Association has a financial and ownership interest in the Common Parts to be managed. Melville will normally be the sole heritable proprietor of Amenity Areas, and as such, the Association has a financial and ownership interest in the Amenity Areas.

Melville receives no commission or any benefit from any service provider appointed by us on behalf of owners.

6 HOW TO END THE ARRANGEMENT

6.1 Changing Your Factor (Blocks of Flats)

Changing your factor is a straightforward process that requires a given number of owners within each individual block of flats to vote in favour of a change. If you decide you want to change factor the following three steps need to be taken:

Step 1:

Contact us to ask for a meeting of all property owners in the block to discuss what alternative factoring arrangements are available. We will make the necessary arrangements for the meeting.

Step 2:

Attend the meeting and vote for the factoring arrangement you want. We will tell owners who is entitled to vote and how the process works including the number of votes required. Depending upon the date when the relevant title provisions were first created, either:

- (a) a simple majority (i.e. more than one-half) of owners must vote in favour of the change or
- (b) at least two-thirds of owners must vote in favour of the change.

Step 3:

If owners decide to move to a new registered factor, agree a date for property management responsibilities, including insurance services, to be passed to them. We will provide all owners with a minute of meetings and a record of the outcome of any votes taken.

As an owner in the block Melville will have one vote per property we own.

If for any reason the Association decides it can no longer be your factor we will write to you telling you why this decision has been taken.

6.2 Changing Your Factor (Amenity Areas)

Changing your factor for the management of the Amenity Areas in your estate/development requires a simple majority of all homeowners in the estate who have an ownership interest in the relevant Amenity Areas to agree to this. If you think that more than half of the relevant homeowners in your estate would like a change of registered factor, please write to us and let us know and we will arrange to ballot the relevant homeowners. If such a ballot is conducted, Melville will have one vote per house which we own within the relevant estate area.