



LINSTONE
HOUSING

Property Factors
(Scotland) Act 2011

Written Statement of Services

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1. Written statement of services

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

The Association is a Registered Property Factor (Registered Number PF000202) - incorporated under the Industrial and Provident Societies Acts (Registered Number 2524 R (S)) registered with the Scottish Housing Regulator (Registered Number HEP299), being a recognised Scottish Charity (Charity Number SC027545).

The Association was created in 1998 following a stock transfer from Scottish Homes. With around 1570 tenanted properties, we are one of the largest housing associations in Renfrewshire and most of our houses are in Linwood and Johnstone – hence the name.

In addition to being a landlord, we also act as estate manager to around 2000 owner occupiers and provide a factoring service to approximately 480 owners.

The Association is a “not for profit” organisation which means that any surplus we make is reinvested back into our homes, communities and services. For the factoring service itself there is no element of profit and the costs involved are the actual costs of providing the service within our communities.

The purpose of this document is to detail the role of the Association as Property Managers on behalf of owner occupiers. It is the Association’s responsibility to arrange and oversee the general upkeep of factored buildings, ensure that common parts are maintained to a high standard and that all necessary repairs are carried out.

As required under the Property Factors Code of Conduct, this document constitutes a Written Statement of Services setting out the arrangements in place between the Association and homeowners.

The information contained in this statement is, to the best of our knowledge, reliable and accurate based on the information held by us at the date this statement was issued.

It is not a legally binding agreement but is intended to reflect the services we provide in simple and transparent terms.

2. How to get in touch with us

You can contact us by telephone during our normal office opening times on:

 Telephone: 01505 382383

You can email us at:  general@linstone.co.uk

Or visit our website at:  www.linstone.co.uk

Facebook:  /LinstoneHousing

In writing:
17 Bridge Street
Linwood
PA3 3DB

Text us on 07779 172 172 using the following codes:

Text code	Description
REPAIR	requests a call back from the repairs team
BAL	sends an automated text with your account balance
CALLINC	request a call back from the income team
HOUSING	request a call back from the housing team

To register for the TEXT service, please provide us with your up-to-date mobile number.

3. Zero Tolerance

Our staff are here to help you, however they have a right to carry out their work without fear of being assaulted or abused in any way whatsoever.

Assault and any form of verbal or physical abuse, or behaving in a threatening manner will not be tolerated.

Unacceptable behaviour may result in Linstone not liaising with you in person and alternative means of communication being put in place.

4. Your personal data and the General Data Protection Regulation

Linstone Housing takes seriously our commitment to ensure that any personal data we hold is kept secure. To demonstrate this commitment to information security Linstone has achieved Government-backed, industry-supported accreditation by committing to the Cyber Essentials scheme. This ensures we have in place relevant security and procedures to safeguard your data. All of our staff members are aware of their obligation to protect customer data and we regularly review our information security policies, procedures and processes.

A full and up to date copy of our Privacy Statement can be found on our website at: <http://www.linstone.co.uk/privacy-policy/>

Should you have any questions with regards to your personal data, please feel free to contact us via any of the methods below:

Visit our offices: Linstone Housing, 17 Bridge Street, Linwood, PA3 3DB

Call us on: 01505 382383

Email us: corporate@linstone.co.uk

Further information on the General Data Protection Regulation can be found on the Information Commissioner's Office website: www.ico.org.uk

5. Authority to act as your factor

Everything you need to know about your rights and obligation as a homeowner is contained in your title deeds to your property, which will normally take the form of a Land Certificate or in accordance with the Tenements (Scotland) Act 2004 and often an associated document, the Deed of Conditions, which forms part of your title deeds. This applies to all houses and flats within your management area. Conditions may cover permitted uses and the management, maintenance, insurance, repair and improvement of the common property.

We will either be named as factor in the title deeds, have been appointed as factor by a majority of the homeowners in the building, or were already the factor for the property at the time you bought your property. The Association has entered into individual factoring agreements with the owners to whom they provide factoring services.

Your solicitors should have discussed these matters with you when you bought your home. The Association does not hold copies of your title deeds. You can get a copy from the Registers of Scotland (there is a charge for this service). Contact details are on our website.

6. Delegated authority

Estate open spaces

The Association has the delegated authority of the owners to instruct and carry out repairs and maintenance work in relation to the management and maintenance of the common areas within your estate. The Association are the owners of these and there is in place a Deed of Conditions by the (former) Scottish Special Housing Association which applies to all properties within this estate. The Deed of Conditions obliges all owners to pay a share of the cost of maintaining the areas and as long as the majority agree, we are able to carry out the services and recharge you.

Your title deeds only give us the authority to carry out repairs, maintenance and replacement works to the unadopted (for explanation see "Glossary" on page 21) open space areas in your management area.

Block common parts

Your title deeds give us the authority to carry out routine maintenance and repair work to the common part of your block on behalf of the owners in your block, each owner being obliged to pay an equal share. Again our authority to act as factor in relation to these block common parts is based on the title deeds.

In the event that any works are required to the block under the factoring service which will cost more than £400 per dwelling house, we will write to all owners within the block in order to obtain the agreement of a simple majority of owners prior to works commencing. Once the vote has taken place we will inform you in writing of the outcome.

We are entitled to review the financial limit of £400 per dwelling house and will write to advise you if this is to be increased. In the event that emergency work is required, even if the cost exceeds £400 per dwelling house, we are entitled to proceed with this immediately without obtaining your agreement. However, we will write to you as soon as possible after the work is completed, to inform you of the details of the work and sums payable in respect of this work.

7. Service to flatted properties

Core services

The Association provide a range of core services, which include:-

- Arranging maintenance and repair of the block common parts; emergency repairs, day to day repairs, major repairs and cyclical maintenance
- Liaising with contractors and tendering for the best service and price
- Working with an Insurance Broker to achieve an arrangement for the owners within the block and assisting home owners in making claims on the insurance
- Administration in the preparation of invoices to ensure that charges are accurate
- Provision of credit control by income team to ensure accounts are paid
- Working with debt collection agencies and solicitors to recovery debts
- Liaising with electricity companies to make sure all charges are accurate, arrange payment of electricity invoices and recover the cost from the owners within the block
- Undertaking regular visits and maintenance checks
- Ensuring that the areas meet health and safety requirements, for example, fire safety regulations, trip hazards etc
- Maintaining common landscaped area, including unadopted footpaths and car parks
- Information and advice, for example, through website, newsletters
- Complying with legislation, including the Property Factors Scotland Act 2011
- Carry out yearly inspections

7. Service to flatted properties (cont.)

Block common part

The common parts of the block, which we manage and maintain on your behalf, will be described in detail within your title deeds but will include:-

- Roof, roof space and the roof fascia
- Foundations, outside walls
- Sewers, drains, soil and rainwater pipes
- Water, gas and other pipes, gutters, conductors
- Electric mains and cables, wires and other transmitters and pipes
- Chimney heads and stalks
- Front entrance door, controlled entry system, front entrance steps and passage
- Back entrance door, steps, passage and windows
- Stairs, stair railings and windows
- Landings and landing railings
- Hatchway to the roof
- Water tank store
- Other common or shared parts including: footpaths, entrance or access areas, drying areas or bin stores



The Association has a general entitlement to carry out in whole or in part such maintenance, repair, renewal and replacement of the block common parts as we may decide, having due regard to cost.

We are also entitled to:-

- Arrange close cleaning for the stairs and landing, glass such as windows, doors etc.
- Repairs, renewals, painting, decoration and general maintenance
- Where appropriate, arrange the provision of caretaking, laundry and security provision or services.
- Make any regulations which may be considered necessary (but consistent with the title deeds) with regard to the preservation, cleansing, use or enjoyment of such parts as are owned in common or any part thereof

8. Fees

Fees

The type of fee charged depends on when the property was purchased from Scottish Special Homes through the right to buy when the inclusion in the factoring service became mandatory June 1988.

Properties purchased prior to this date are non-factored owners and pay an administration fee. Properties purchased after this date are factored owners and pay a management fee. Your legal obligations regarding fees are in your title deeds.

Management fee

The Association charge an annual management fee for carrying out its function of providing the core services. The fees are reviewed on an annual basis taking effect from 1st June.

Administration fee

The Association charge an annual administration fee for carrying out its function of providing the core services with the exception of arranging building insurance. The fee will be reviewed on an annual basis taking effect from 1st June.

If the repair is of a complex nature or for any reason the Association is involved in additional work beyond routine maintenance, an additional fee may be charged, providing the same is reasonable in according with the time spent dealing with the matter.



9. Service to houses

Administration fee

The Association will charge an administration fee for carrying out its function of providing the core services. The fee is reviewed on an annual basis taking effect from 1st June.

The Administration Fee is the charge for managing the area of which your property forms part.

This includes:-

- Arranging maintenance and repair of the common parts emergency repairs, day to day repairs, major repairs and cyclical maintenance
- Liaising with contractors and tendering for the best service and price
- Administrative costs in sending invoices, letters and newsletters
- Administration in the preparation of invoices to ensure that charges are accurate
- Provision of credit control by income team to ensure accounts are paid
- Working with debt collection agencies and solicitors to recovery debts
- Ensuring that the areas meet health and safety requirements, for example, fire safety regulations etc
- Maintaining common landscaped areas, including unadopted footpaths and carparks
- Information and advice, for example, through website, newsletters
- Complying with legislation, including the Property Factors Scotland Act 2011

If the repair is of a complex nature or for any reason the Association is involved in additional work beyond routine maintenance, an additional fee may be charged, providing the same is reasonable in according with the time spent dealing with the matter.



10. Estate open spaces

Extent of subjects factored

Estate open spaces

The extent of the open spaces within the estate which we manage and maintain can be viewed via our website at www.linstone.co.uk or if you are unable to access these via this method please contact the Association who will provide you with a copy. These areas consist of common amenity areas, roads and footpaths.

Some of the areas and footpaths within the area may have been adopted by the local council and we will only maintain, and charge you for a share of the cost of maintaining, the areas which are unadopted (see Glossary).

Service provided

Estate open spaces

In relation to the estate open spaces we have a general responsibility for the maintenance repair and, when necessary, the renewal of the roadways, pavements, kerbs, laybys, pedestrian ways, parking areas and open spaces (including play areas and areas of hard and soft landscaping) situated within the estate.

The Association will instruct firms in accordance with our procurement policy (available via our website).

We will carry out the full range of services required to maintain these to a suitable standard including:-

- Grass cutting
- Hedge, shrub and woodland maintenance
- Weed control
- Litter collection

11. Repairs and maintenance

The Association endeavours to set and maintain a high standard of maintenance and repairs to common areas, within the estate and block of flats. Repairs procedures have been developed to ensure that repairs have been carried out to a good standard, in as cost effective a manner as possible and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances.



Please be aware that repairs within your own individual property remain your own responsibility.

The Association would appreciate your assistance by reporting any defects. You can report defects/repairs:-

- In person at our office
- Telephone 01505 382383
- If the common repair is an emergency telephone 01505 382383, the voice message will provide the out of hours number to contact our contractor
- In writing, either to our address at 17 Bridge Street, Linwood PA3 3DB or email general@linstone.co.uk
- To report a gas leak please contact Transco on 0800 111 999

When you report a defect please give as much information as possible and advise if you want to be visited by a member of the Association's staff to demonstrate where the necessary repair is located.

If the required repair is straightforward the Association will pass the information directly to one of the Association's approved contractors and they will carry out the works. If the repair is less straightforward the Association will request a maintenance officer to visit the block and assess the repair.

The target timescales for resolution of common repairs are as follows:-

- Emergencies To be made safe within 2 hours (to remove direct source of hazard)
Target completion 24 hours to restore service
- Urgent Carried out within 2 days
- Routine Carried out within 5 days

Repairs may sometimes take longer (for example, if the contractor has to order spare parts). If you are concerned about how long a repair is taking, or if a repair is not carried out to your satisfaction, please contact the Association.

We will regularly conduct inspections of the estate, shared areas and common blocks to identify any repairs or maintenance, and carry out works as necessary.

11. Repairs and maintenance (cont.)

Where applicable, the Association will provide, service and monitor fire fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) and any other signs or other notice required by the local Fire Officer and/or insurers (and repair, maintain and renew the same).

We will confirm with you if the required work falls within our remit as factors and is something we are able to carry out. If we proceed with the work we will provide you with an estimated timescale for completion and keep you informed on the progress of the work.

If you believe there is any other service that we could be providing please contact us:-

In person or in writing to

Linstone Housing Association

17 Bridge Street

Linwood

PA3 3DB

By Phone: 01505 382383

By Email: general@linstone.co.uk

The Association employs an Estates Team to carry out small common repairs

For current contractors who carry out our day to day repairs; landscaping; close cleaning and painterwork please refer to our website www.linstone.co.uk

For more specialist works we will use a range of approved contractors who will deliver best value and the most effective service.

On occasions, these appointed contractors may utilise sub-contractors to carry out the work on their behalf.

Should you wish to find out more about any of these contractors including details of any commission, confirmation they have public liability insurance etc, (we will pursue any contractor for inadequate service), this can be discussed and provided by contacting the Association.

12. Building insurance for factored owners

The Association is responsible for obtaining the buildings insurance cover for the block which will automatically be full reinstatement of the property. The Association carry out intermittent property valuations.

The Association has in place a block insurance policy which covers the estate common areas and the block common parts. The details of the policy are undernoted and the policy can be made available for inspection at no charge at our offices. If a copy of the policy is required we are entitled to make a reasonable charge for this.

The building insurance policy period runs from 1st June to 31st May the following year. This will be billed to owners in their factoring account in July/August each year. **Failure to pay the building insurance premium will mean you may be unable to make a claim on your building insurance.**

All information regarding Communal Buildings Insurance, please refer to our website www.linstone.co.uk

[linstone.co.uk](http://www.linstone.co.uk)

Excess Applicable: £100 to all losses other than Subsidence which is £1000.00. An excess to the communal building is £500, unless a claim is made against storm damage, this has a policy excess of £1,250.

A summary of the policy can be obtained by calling 01505 384120 and is provided annually with your invoice.

We also have in place Public Liability Insurance which is managed by the same insurance brokers. Should you wish further information on this policy please contact the office on 01505 384120.



13. Building insurance for non factored owners in flatted properties

Owners in flatted properties (maisonette, flat or 4-in-a-block) are required under Tenement Scotland Act (2004): Section 18 Obligation of owner to insure to confirm to other residents within a building that they are adequately insured. As a non factored owner you must provide Linstone Housing Association with a copy of your policy schedule yearly. Failure to do this will result in the Association adding you to our Block Policy and recharging you through your factoring invoice.

14. Financial and charging arrangements

Estate common areas

The share you pay towards the cost of the management and maintenance of these areas is based on the number of properties within the estate, including the properties which we own, as defined in your title deeds/deed of conditions. Your share is detailed in the letter enclosed with this written statement.

If a particular footpath or open space within the estate exclusively serves one or more dwelling houses it will be excluded from this arrangement and costs will be shared amongst those particular dwelling houses. This will be dealt with on a case by case basis and you will be advised if this situation arises in relation to your property.



Block common parts

You are responsible along with the other owners in the block for a share of the maintenance and repairs carried out in relation to the block. Your share will be charged in accordance with your title deeds or where appropriate the Tenements (Scotland) Act 2004 /Title Conditions (Scotland) Act 2003.

Each owner within the block is responsible for a share of the cost of maintaining the common parts of the block. The share of the common charges payable by each owner in the block is:-

Your share is detailed on the letter enclosed with this written statement.

The charges we are entitled to charge in respect of the block common parts includes:-

- the insurance premiums
- close cleaning
- the expenses and charges for work done in connection with repairs, etc and services rendered
- a management fee to cover the cost of us carrying out the repairs etc
- any other sums which the proprietors of said dwelling houses or any of them may become liable for in terms of or in furtherance of the title deeds

All charges, assessments and outgoings for water, electricity, fuel, telephone and public or statutory utilities payable in respect of the common parts of the block will be charged as per your title deeds.

15. Billing process

The Association will invoice factored houses and non-factored houses in flatted accommodation, twice a year with accounts normally in July and January. Each account will be sent to you at the property address or any alternative address you provide to us. It will cover the previous 6 month period ending November (for example 1st June – 30th November) and May (1st December to 31st May) and will give a detailed breakdown of the services provided during the relevant period and details of the costs allocated for each service.

The Association currently invoices those owners residing within terraced type houses once a year with the accounts normally in July. Your account will be sent to you at the property address or any alternative address you provide to us. It will cover the 12 month period ending May (for example 1st June to 31st May) and will give a detailed breakdown of the services provided during the relevant period and details of the costs allocated for each service.

We request that payment is made within 21 days of receipt of the invoice and you can make payments by several methods.

Online payments with Allpay

(Service Available 24 hours a day 365 days a year)

Before you start the online payment you must have the following:

- Linstone - Allpay payment card (require the 19 – digit number)
- A valid debit or credit card

To use this service go onto our website at www.linstone.co.uk clicking on “Pay Online”.

This will lead you through a simple registration process. You will need the 19-digit number on your Linstone payment card.

Please note that your payment will be credited to your account within 2 working days.

Other options for payment of owners account

Direct Debit - to set this up simply telephone the office on 01505 384120 or by downloading and completing the relevant mandate from our website www.linstone.co.uk

15. Billing process (cont.)

Other payment options available using your Linstone Allpay payment card

- Text **Mobile App** to **07779 172172** followed by your name and address. Once we have checked that your mobile number is registered on our system we will test your PRN number

Alternatively you can call our Income Team on 01505 384120 who will ask you a couple of questions prior to issuing your PRN number

- Post Office – Cash, Cheque or Debit Card
- Any shop outlet displaying the “PayPoint” logo
- 24/7 automated telephone service operated by Allpay 0844 557 8321 There is a charge for telephoning



- Direct to the Association in person at the office (please note we do not accept cash payments on the premises)
- Telephone 01505 384120 during office hours by debit or credit card

Invoice queries

If you have any queries relating to your invoice please contact the office as soon as possible on receipt of your invoice.

Having difficulty paying

We know that some customers may have difficulty paying their bills from time to time. It's important that you tell us about any difficulties you may have in paying your bill as early as possible, so that we can discuss this with you. We will help you in any way we can, and will be able to point you towards support organisations, such as Money Advice Scotland, Advice Works and the Citizens Advice Bureau for assistance.

It is very important that you contact us immediately if you are having difficulty paying as we will proceed with legal action to recover debts.

16. Non payment — debt recovery

In the event of that any owner fails to make payment of their respective proportion of said premiums, expenses, charges, remuneration or other sums for which they become respectively liable within 21 days after payment of the said is demanded in writing by us, we shall, without prejudice to any other rights and remedies of the other proprietors of said dwelling houses, be entitled to sue for and recover the same from the owner, together with all expenses incurred in connection therewith.

Where a debt accrues on an owners account the Association will have no option but to follow the steps set out in its debt strategy procedure, available on request from the office and on our website www.linstone.co.uk

A brief guide to the debt recovery process is outlined below:-

- If payment is not made (following 2 reminders and 1 personal contact) a warning letter will be sent with a £10 charge applied for the admin work involved
- For debts over £500, if no arrangement in place, the Association will commence legal action and seek a Notice of Potential Liability to be applied to the property
- For debts over £300 we may instruct legal action to seek a Decree from the court to recover the outstanding debt
- For debts over £3000 we may seek to sequestrate the owner

While the Association seeks to ensure that all owners maintain their accounts fully we recognise that for a variety of reasons people may fall into debt. As a general rule dependent on the level of debt we would expect full repayment to be made over the following period:-

- for debts under £1000 to be paid within 1 year
- for debt between £1000 and £3000 to be paid within 2 years
- for debt over £3000 to be paid within 3 years

Interest

Should the Association obtain a decree for any outstanding debt then 8% interest will be applied to the account annually until the balance is cleared.

17. Repairs deposit

In terms of the title deeds for your individual property (factored properties only) we are entitled to collect a specific sum from you at the time that you purchase your property. We are entitled to review the amount of the deposit and will advise you in writing of any changes. Details of the Repair Deposit are on our website www.linstone.co.uk.

This sum is paid at the date you purchase the property and when you sell your property you are entitled to recover the sum paid as a deposit under deduction of any proportion of the costs of common repairs or other common outlays due in respect of your property at the time it is sold. Homeowners' repairs deposit funds are held in a separate bank account.

18. Change in ownership

In the event that the property is to be sold we request that you provide us with at least 4 weeks notice in writing of the sale and include details of the names of the new owners, the date of sale and a forwarding address for you.

In the event that the property is to be let we request that you provide us with at least 4 weeks notice in writing of the tenancy being entered into and include details of the names of the tenants, the start date of the tenancy and a contact address for you.

Details of the current selling administration fee are on our website www.linstone.co.uk

On termination of the factoring arrangement or in the event of a change of ownership of a property, the Association must provide the owner with all financial information relating to their account within 3 months of the termination unless there is good reason not to.



19. Making a complaint

The Association is committed to providing high-quality customer service. If something goes wrong or you are dissatisfied with our services, please tell us. We value complaints and use information from them to help us improve our services. We regard a complaint as any expression of dissatisfaction about our action or lack of action, or about the standard of service provided by us or on our behalf. For further details download our handy guide "All you need to know about making a complaint" from our website www.linstone.co.uk or call 01505 382383 to request a copy.

Quick guide to our complaints procedure:

You can make your complaint in person, by phone, by e-mail or in writing.

We have a two-stage complaints procedure. We will always try to deal with your complaint quickly. But if it is clear that the matter will need a detailed investigation, we will tell you and keep you updated on our progress

Stage 1: Frontline Resolution

We will always try to resolve your complaint quickly, within five working days if we can. If you are dissatisfied with our response, you can ask us to consider your complaint at stage 2.

Stage 2: Investigation

We will look at your complaint at this stage if you are dissatisfied with our response at stage 1. We also look at some complaints immediately at this stage, if it is clear that they are complex or need detailed investigation. We will acknowledge your complaint within three 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. This is the final stage of the complaints procedure and if you remain dissatisfied with our decision or the way we have handled your complaint, you have the right of independent appeal through the homeowners housing panel.

First Tier Tribunal for Scotland (Housing and Property Chamber)

You can make an application to the First Tier Tribunal for Scotland if you consider we have failed in our factoring duties, or failed to comply with the Code of Conduct. Before you can take a complaint to the panel you must first notify us in writing of the reasons why you consider that we have failed to carry out our duties, or failed to comply with the code. We must also have refused to resolve your concerns, or have unreasonably delayed in attempting to resolve them.

Website: <https://www.housingandpropertychamber.scot>

Housing & Property Chamber, First-tier Tribunal for Scotland, 4th Floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow G2 8JB, Tel: 0141 302 5900 • Fax: 0141 302 5901

In addition to our complaints procedure the deed of conditions provides for any dispute regarding the management and maintenance of the common areas to be dealt with by the agreement of the majority of the owners within the estate.

20. Private letting

If an owner privately lets their property, be it a residential property or a commercial one, the Association will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them.

21. Declaration of interest

The Association are the owners of the estate open areas which are maintained as part of our factoring service and also own various properties throughout the estate.

The Association employs an estates team to carry out small common repairs.

The share of the maintenance costs allocated to the properties which we own are collected from tenants as part of the rental charge.

22. Termination of factor

Estate common areas

In terms of the Deed of Conditions there is a right for the majority of owners within an estate to choose to appoint another factor in relation to the management of the estate common areas. As owners within the estate the Association is entitled to be involved in any decision to terminate the existing arrangement and appoint a new factor.

We will continue to act as factor of the estate common areas until such time as an alternative factor is appointed.

Block common parts

The title deeds allow us to act as factor to the block common parts as long as we own one property within a block.

There is also provision within the individual title deeds for either the factor or the owners to call a meeting of all owners within the block at which the majority can decide in various matters including terminating the arrangement with the Association on giving 3 months notice in writing and appointing a new factor. As long as we are the owners of one property within the block we will have to consent to the appointment of a new factor but we cannot unreasonably withhold our consent.

There is also an over-riding right in terms of the Title Conditions (Scotland) Act for two-thirds of the owners to agree to the appointment of a new factor regardless of anything within the title deeds.

As owners of properties within the block the association is entitled to be involved in any decision to terminate the existing arrangement. The Association will continue to act as factor of the block common parts until such time as an alternative factor is appointed.

23. Glossary

Apportionment

The share of costs an owner has to meet as set out in their title deeds.

Deed of conditions

These are usually part of the title deeds and describe any rights and obligation that go with owning land or property.

Land certificate

A document issued by Registers of Scotland giving the details of all land and property in Scotland registered with them.

Management area

All the properties are obliged to share the cost of maintenance and repairs to common landscaping and other open amenity areas.

Title deeds

A legal document that says who owns land or property.

Unadopted

This term is used to describe any open landscaped areas, footpaths, car parks and roads within your Management Area that are not maintained by Renfrewshire Council.

Adopted Area

These are roads/pavements that are managed and maintained by Renfrewshire Council.

Common landscaping

Landscaping and other amenity areas

which are owned and maintained by the Association.

Cyclical maintenance (common landscaping)

This is work that we do at regular intervals to keep the common areas in good order. Examples are grass cutting, pruning of hedges, controlling weeds, picking up litter.

Common parts of a block of flats

Any part of a block of flats that is common to two or more owners. Examples are the roof, the close or stair, the gutters and downpipes and even the ground your block of flats is built on. Your title deeds say which parts of the block are common.

Cyclical maintenance (to common parts of blocks of flats)

This is work that needs to be done periodically that we plan in advance. Examples are painting stair areas, clearing gutters, repairing and painting fascias and replacing common doors and windows when necessary.

Insurance excess

The excess is the amount that a claimant has to pay when an insurance claim is settled by an insurer.



Linstone Housing Association
17 Bridge Street,
Linwood PA3 3DB

www.linstone.co.uk
general@linstone.co.uk
01505 382383

Register of Friendly Societies No.2524R(S)
Scottish Housing Regulator Registered No.HEP 299
Recognised as a Scottish Charity No. SC027454
Vat Reg No. 699 6750 53
Property Factor Register No. PF000202