

WRITTEN STATEMENT OF SERVICES UNDER THE PROPERTY FACTORS (SCOTLAND) ACT 2011

Property Factors Registration Number PF000711

16/08/2021

West Lothian Council

IMPORTANT- PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS OF THE ARRANGEMENT BETWEEN HOME OWNERS AND WLC. IT SETS OUT THE INFORMATION THAT SHOULD BE INCLUDED IN ALL WRITTEN STATEMENTS ISSUED FOR YOUR PROPERTY ON OR AFTER 1ST JANUARY 2019. IT IS NOT INTENDED TO AND DOES NOT FORM PART OF ANY CONTRACT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

HOME OWNERS SHOULD BE AWARE THAT THE DETAILS OF THEIR PROPERTY (AS LISTED UNDER THE MANAGEMENT OF WEST LOTHIAN COUNCIL) WILL BE PUBLISHED BY THE SCOTTISH GOVERNMENT ON THE REGISTER OF PROPERTY FACTORS. THIS IS A PUBLICLY AVAILABLE REGISTER AND CAN BE ACCESSED ON LINE AT www.propertyfactorregister.gov.scot

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1. Background to this Statement

The Property Factors (Scotland) Act 2011 came into force on 1 October 2012. A revised Code of Conduct for Property Factors was approved by the Scottish Parliament earlier this year and comes into force on the 16th of August 2021. The provisions in Section 14 of the Act provides a Code of Conduct setting out minimum standards for property factors which requires that factors provide a Written Statement of Services to all owners.

West Lothian Council is authorised to act as factor for your block as:

- *your title deeds allow the Council to manage common repairs or act as factor while it continues to own at least one property/flat within your block;*
- *the majority of the owners in your block have appointed the Council to act as factor; or*
- *the Council has acted as factor for your block by ‘custom and practice’.*

As your factor, West Lothian Council aims to provide a high quality, cost effective and responsive service.

Information on the Act can be found on the Scottish Government website at:

<http://www.gov.scot/Topics/Built-Environment/Housing/privateowners/propertyfactors/2011Act>
<https://www.gov.scot/policies/homeowners/>

West Lothian Council ensures compliance with the Property Factor Code and can be reviewed on the Scottish Government website listed below.

The Code of Conduct can be found at:

<https://beta.gov.scot/publications/property-factors-scotland-act-2011-code-conduct-property-factors/>

The Property Factors (Scotland) Act 2011 places a duty on all factors to register the address of the properties which they factor on a public Register of Property Factors, which is maintained by the Scottish Government.

The Register of Property Factors can be accessed at:

<https://www.propertyfactorregister.gov.scot/PropertyFactorRegister/>

If the Property Factor is found to not comply with the Property Factor Code and/or their duties as specified by the 2011 Act, the first-tier Tribunal has the power to grant a “Property Factor Enforcement Order” (PFEO). Failure to comply with the PFEO may have serious consequences for the Property Factor.

The procedure is set out in the Tribunal Rules and can be accessed at:

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

2. Services Provided

The Council's main function as your factor is to manage the maintenance of the parts of the block and services that are common to residents. The items to be charged are:

Service

Detail of service provided

Door Entry System

Ensure full working order of the system and secure door. If maintenance and replacements are required, this will be recharged to home owners as per the details set out in your title deeds.

Communal Laundry

Ensure full working order and safety of the laundry area and equipment. We will monitor the condition of the laundry. If maintenance and replacements are required, this will be recharged to home owners as per the details set out in your title deeds.

Grounds Maintenance

Ensure the tidiness and safety of communal amenity areas within the property boundary such as amenity grass and shrubs amenity trees, and hedges.

Common vehicle/pedestrian access

Access paths, asphalt or loose asphalt and parking areas should be well maintained and safe, and the condition of the path will be monitored. If maintenance and replacements are required, this will be recharged to home owners as per the details set out in your title deeds.

Repair timescales and Exceptions

Emergency - within 24 hours Emergency situations are where urgent attention is required to make safe or carry out a temporary repair. For example, danger to health or risk to safety.

Urgent - up to 5 working days. Urgent repairs are where the comfort or convenience of the resident would be seriously affected. For example, serious roof leaks.

Routine – up to 15 working days - Routine repairs are which the comfort or convenience of the resident will not be seriously affected. For example, Exterior repairs to doors and windows.

Programmed – within 30 working days - These will generally be programmed repairs such as external work that require the services of an external contractor for specialist items, scaffolding or asbestos.

Any damage sustained to communal areas or items as a result of tenant actions will be recharged in full to the responsible tenant/s

You can notify the Council of matters requiring repair, maintenance or attention via;

- *In person at any local Council office*
- *Online through the Council's website at www.westlothian.gov.uk*
- *By emailing Factoring@westlothian.gov.uk*
- *Telephoning 01506 280000*

If you would consider the situation an emergency, please use the telephone service.

Your title deeds specify your responsibilities in respect of your own property and the common parts of your block. West Lothian Council will act in accordance with what is stated in your title deeds when arranging and carrying out necessary common repairs and acting as factor for the block. * *(*It is not always the case that maintenance etc. is clear from the title deeds, as some may be silent in relation to this. If this is the case, the Council will utilise the provisions of the Tenement (Scotland) Act 2004 in certain cases).*

Repairs and maintenance to other common parts of the building such as the roof, stairs and rhones are dealt with separately as shared cost repairs.

Further details on common repairs can be found in the following publications:

Common Repair, Common Sense

<https://www.gov.scot/publications/common-repair-common-sense-guide-to-managing-tenements/>

Under One Roof - Impartial advice on repairs and maintenance for flat owners in Scotland

<https://underoneroof.scot/site/index>

3. Financial and Charging Arrangements

To cover the cost of providing the services detailed above, the annual fees are charged at a flat rate as set out in the table below:

Service Provided	Fee Charged to Home Owners
Door Entry System	£20
Communal Laundry	£40
Grounds Maintenance	£50
	£75 or
	£100
	<i>(This may vary depending on the type of property you own. You will have been advised of which charging amount would be applied when you purchased your property as part of the house sale documentation. Annual invoices detail the charge amount for individual tenants.)</i>
Common vehicle/pedestrian access	£10

Management fee £30

Invoices issued

Invoices are issued annually (by post unless otherwise stated) and will generally be issued in June following the due date.

All services provided to homeowners will include VAT on their invoice at the standard rate. The VAT rate is set by HM Treasury and is currently set at 20%. If this should change in future, the new rate will be reflected in any invoices sent out from the date of any change.

Charges will be reviewed on an annual basis to ensure value for money and to reflect the cost of providing the factoring service. We will consult with tenants each year to obtain your views as part of this rate setting process.

Overpayments will be refunded when informed.

Method of payment

WLC do not charge in advance for factoring, this charge will be invoiced annually in arrears no later than 30 June. The invoice will outline payment methods available to customers such as direct debit, online via our website, over the phone or by bank transfer.

Floating and Sinking Funds

West Lothian Council does not currently operate floating or sinking funds.

4. Debt Recovery Procedure and Late Payments

If you have not paid your factoring charges invoice within 28 working days you will be issued with a final notice. If after a further 14 days, the debt remains outstanding you will be contacted by the Council. If you fail to engage with us, or pay the invoice it may result in your case being referred to an external collection agency for recovery of the debt and any associated administration costs.

Accounts not settled with the external collection agency on time may be passed to the Council's Legal Section which could result in court action being taken. If this action is necessary then associated court costs will be added to the sum due if applicable.

Details of the Council's debt recovery procedure can be obtained by contacting the Revenues Unit, South Bridge Street, Bathgate EH48 1TT or by telephoning 01506 282020.

It is important to note that failure to pay your factoring charges invoice may affect your future credit rating if a court action is initiated and is successful.

You can get help with debt from the following organisations:

West Lothian Council Advice Shop
Telephone: 01506 283000
Email: advice.shop@westlothian.gov.uk
Website: www.westlothian.gov.uk/adviceshop

West Lothian Citizens Advice Bureau
Telephone: 01506 432977
Website: www.cabwestlohan.org.uk/get-advice

Failure of owners to pay accounts on time may prevent the Council from delivering or instructing repairs or providing factoring services to common areas in some instances.

The Code of Conduct assumes a mutual obligation from both Factor and owner and can only be delivered effectively where owners acknowledge their responsibility for their property.

5. Carrying Out Repairs and Maintenance

The Council use both in-house staff and external contractors to effect repairs and maintenance. If we don't have the right resources we will tender to third party contractors. The Council will ensure any contractor will have sufficient public liability insurance in place.

If appropriate for the works, any warrants for works completed would be with the manufacturers and a copy of a product warrant may be requested by homeowners and supplied if available.

Further information on contract tendering and the insurance provision can be found at;

https://www.westlothian.gov.uk/media/14263/Terms-and-Conditions-for-the-supply-of-Services/pdf/Terms_and_Conditions_-_Services.pdf?m=637387029637070000

You can inform of works via the methods listed above. In the case of an emergency please call 01506 280000.

6. Communication Arrangements

We will ensure that our Property Factor Registration number is included on all forms of communication with those in receipt of factoring services.

We will advise of any major changes to the Written Statement of Service by issuing a revised statement with 3 months of the amendments

As detailed above the Council generally retains the right to manage common repairs while it continues to own at least one property within a block. Home owners are responsible for a share of these costs as outlined in your title deeds. In most cases, the Council will provide you with advance notice of the common repairs or maintenance works to be instructed, together with an estimate of your share of the cost.

The only exception to this are essential 'wind and watertight' or emergency repairs, which any owner has the right to instruct in terms of the Tenements (Scotland) Act 2004 and the Tenement Management Scheme. In these cases, notification of the repair/cost will be issued at the earliest opportunity.

In certain areas the title deeds require that the factor consults with owners prior to the instruction of major common repair works, where the cost of such works is in excess of a specified amount. If the anticipated cost of any repair exceeds this sum, the Council will contact you in advance to obtain the consent of a majority of the owners. A guide limit would be £200, but is subject to change based on the nature of the works to be carried out.

Any improvement works to the block will be subject to prior consultation with, and consent of, all owners.

When you contact us

We will endeavour to respond to enquiries within 5 working days of receipt. If further time is required to respond to the enquiry, the home owners will be notified in their preferred form of communication (letter, email, telephone) giving the reason for the additional time required. In order to enable us to respond to enquiries as quickly as possible, it is helpful for us to have your email address – you can update these details at any time by contacting us.

If you require any information or documents you can do so via;

- *In person at any local Council office*
- *Online through the Council's website at www.westlothian.gov.uk*
- *By emailing Factoring@westlothian.gov.uk*
- *Telephoning 01506 280000*

7. Building insurance

It is highly recommended that all home owners have buildings insurance to cover the reinstatement cost of their property in the event of damage or destruction.

As a minimum, a buildings insurance policy should include cover for fire, flood, storm damage, vandalism and malicious damage.

In addition, the owners of common parts should ensure that insurance cover is in place to cover third party liability in respect of the common parts of a block.

The Council insures any properties which it owns and also maintains insurance cover in respect of its interest in the common parts of the block. Owners are responsible for ensuring their property is fully insured and should seek their own independent advice on this.

8. How to End the Arrangement

Your title deeds may allow the Council to act as factor or the Council may act as factor by 'custom and practice' due to managing common repairs within a block. Options are available where there is a consensus of Home Owners who would prefer to make their own arrangements for management and maintenance of the services provided in place of WLC.

Your title deeds may contain provisions outlining the procedure for changing factor if a majority of owners are unhappy with the present arrangements.

If your title deeds do not make specific provision in this regard, the Tenements (Scotland) Act 2004 and the associated Tenement Management Scheme and the Title Conditions (Scotland) Act 2003 set out a procedure whereby a majority of owners can appoint/dismiss a factor etc. Owners should seek their own independent legal advice on this.

The Council reserves the right to withdraw the Factoring Service and terminate its role as your factor. If we do this, we will provide you with advance notice in writing to allow you to make alternative arrangements.

The Council does not charge a fee for termination of the policy.

9. Change of home ownership

When a homeowner sells or transfers a property currently in receipt of factoring by the council, you must inform us either by email or phone, telling us of the final date of your occupation and the name of the new owner. This is to ensure that a final invoice can be prepared for you, and details of the new owner can be recorded. You will be required to make payment upon receipt of the final invoice and statement for the year to that date.

We will return any overpaid fees (less outstanding debts) to the outgoing homeowner within 3 months from the date of ownership changing and provide any financial information for their account if requested.

If there are planned works for communal repairs in progress, depending on the stage of this work, you will either be responsible for settling your share of the cost in full before you leave, or the cost should transfer to the new owner for payment as part of conclusion of the missives for the sale of the property.

We will ensure that a copy of the Written Statement of Services is issued to the new home owner when the sale has been completed within 4 weeks of entry and is available on request or online at westlothian.gov.uk

10. Complaints

We aim to provide owners with a reliable and efficient service at all times. The Council takes complaints about its services seriously and deals with them in confidence. Information from customer complaints is used to improve services to prevent the same problems happening again.

If you do have cause to complain about the factoring service, you can do so:

- *In person at any local Council office*
- *Online through the Council's website at www.westlothian.gov.uk*
- *By emailing customerservice@westlothian.gov.uk*
- *Telephoning 01506 280000*

The Council will respond to complaints within the published timescales and these standards, together with details of the Council's Complaints Procedure, are available at: <https://www.westlothian.gov.uk/complaints>

Stage 1: Frontline Resolution

Frontline resolution aims to quickly resolve straightforward customer complaints that require little or no investigation. Any member of staff may deal with complaints at this stage.

Frontline resolution must be completed within 5 working days, although in practice the council would often expect to resolve the complaint much sooner.

In exceptional circumstances, where there are clear and justifiable reasons for doing so, an extension of no more than five working days may be agreed with the customer.

Stage 2: Investigation

If you are not satisfied with the response you can ask for a review of your complaint. We will acknowledge your complaint within 3 working days and provide a full response as soon as possible but not later than 20 working days from the time the complaint is received for investigation. Some complaints are so complex that they require careful consideration and detailed investigation beyond the 20 working day limit. If there are clear and justifiable reasons for extending the timescale, senior management will set time limits on any extended investigation, as long as the customer agrees.

Stage 3: Appeals

On conclusion of the Council's Complaints procedure, if you remain dissatisfied with the Council's response, you may apply in writing to the First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination as to whether the Council has failed to carry out its factoring duties or failed to comply with the Code of Conduct introduced by the Property Factors (Scotland) Act 2011.

An application form can be downloaded from their website:

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

The First Tier Tribunal for Scotland (Housing and Property Chamber) can be contacted at:

First-tier Tribunal for Scotland
Housing and Property Chamber,
Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT
Telephone: 0141 302 5900
Fax: 0141 302 5901
HPCAdmin@scotcourtsribunals.gov.uk

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

To complain to the First-tier Tribunal for Scotland (Housing and Property Chamber) you must firstly notify the Council in writing of the reasons why you consider that the Council has failed to carry out its duties or failed to comply with the Code of Conduct and the Council has refused – or unreasonably delayed in attempting to resolve – the issue.

11. Data Protection

For the purposes of data protection legislation, the Council is the Data Controller of your personal information and must tell you how it will use and share that information.

Your name and address, will be used by the Council to operate its Factoring Service.

The Council will include your address (but no personal information) in the public Register of Property Factors, maintained by the Scottish Government.

The Council will hold your personal information on a secure database and will not allow access to it by unauthorised users/personnel; your personal data will be removed from the database if you cease to be a factoring customer.

More information on how West Lothian Council handles its personal data responsibilities is available at www.westlothian.gov.uk/dataprotectionandprivacy

12. Declaration of Interest

None

13. What we do not provide

Repairs and maintenance

Repairs and maintenance are not carried out as part of factoring, and are subject to call out charges. Home owners are responsible for a share of the cost for all repairs or replacements as outlined within your title deeds.

Fly-Tip Removal

Fly Tipping will be identified during the routine inspections. Tipped material will be removed and costs may be recovered from residents if the perpetrators cannot be found.

Vandalism

Any form of vandalism will be identified during the routine inspections. Any works undertaken – the list is not exhaustive - but will include damage to grass, shrubs, woodland, specimen trees, fences, walls, etc. and costs may be recovered from residents if the perpetrators cannot be found.

Third party damage

Any form of third party damage will be identified via inspections. Any works required will be undertaken – the list is not exhaustive - but will include damage to grass, shrubs, fences, walls, and costs may be recovered from residents if the perpetrators cannot be found.

Dog Foul removal from land or bins

Dog foul on communal land or in bins will be removed to a licensed site by a suitably qualified contractor and costs will be recovered from residents.

Pest control (moles, rats etc.)

Pest/Vermin control treatments will be undertaken by a suitably qualified contractor following specialised recommendations and costs will be recovered from residents.

Shrub/Arboreal Works

Shrub/mature tree and woodlands issues or replacement works identified via inspections will be undertaken by a suitably qualified contractor (subject to the grant of relevant permissions) and costs will be recovered from the residents.

Water Course Works

Water Course repair works required due to natural erosion/flood damage identified will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Culvert/Headwalls Works

Works required to repair/refurbish/replace any adopted culvert/headwall structures due to wear and tear will be identified during the routine inspections. All works will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Gate Repairs

Gate repairs/replacement works required due to wear and tear identified during the routine inspections will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.

Wall Repairs

Wall repairs/replacement due to wear and tear will be identified during the routine inspections will be undertaken by a suitably qualified contractor and costs will be recovered from the residents.