**WRITTEN STATEMENT OF SERVICES**

**ISSUE 2 - FEBRUARY 2018**

**Introduction**

This written statement of services has been produced by Cairn Housing Association Limited (“Cairn”) to enable us to meet our statutory obligations in terms of the Property Factors (Scotland) Act 2011 and the related Code of Conduct for Property Factors. It is not a legally binding agreement. It is a statement of Cairn's responsibilities as your factor and the minimum standards of service which Cairn will provide in the delivery of our factoring service.

**Who are we?**

Cairn has for over 30 years served a wide variety of communities throughout Scotland offering a range of affordable housing and related services.

With around 3,200 homes under management and offices in Edinburgh, Bellshill and Inverness, Cairn addresses housing needs of people in both urban and rural areas, including older people and those who need specialised support.

Cairn is a non-profit distributing organisation, controlled by a voluntary Board.

Cairn is registered as a property factor with the Scottish Government and our registration number is PF000292.

Cairn is also a registered society in terms of the Co-operative and Community Benefit Societies Act 2014 (Registration Number 2335RS), a Scottish registered charity (Charity Number SC016647) and a registered social landlord (RSL Number 218). The contact details for Cairn's head office are:

Address: Bellevue House

22 Hopetoun Street

Edinburgh

EH7 4GH

Telephone: 0800 990 3405

Email: [enquiries@cairnha.com](mailto:enquiries@cairnha.com)

Website: [www.cairnha.com](http://www.cairnha.com)

As a main provider of housing across Scotland we aim to meet local housing demand, nationwide. We strive toput the customer at the heart of all we do in delivering excellent services. The mission of the company is:

*To provide quality affordable homes and services, with our communities and partners, throughout Scotland.*

Our offices are open every Monday to Friday, except during public holidays and over Easter and Christmas/New Year. Staff are available any time during opening hours, which are:

Monday to Thursday: 9am to 5pm

Friday: 9am to 4.30pm

**Cairn's property management service**

Cairn delivers a service to homeowners in Coatbridge and in the north of Scotland, mainly around Inverness and Thurso. Services such as reactive repairs to communal areas and the co-ordination of planned maintenance will benefit from the knowledge and experience of our staff.

Cairn's property management service is based at our head office in Edinburgh. The Property Management Officer is responsible for caring for and looking after all factored properties and will be the main contact if any queries or problems arise in relation to the property management service.

Cairn welcomes feedback on our service. We send out regular satisfaction surveys to find out the views of those who receive our services. However, we are happy to accept feedback at any time. Complaints can be made in writing, in person, by phone, by email or by an advocate acting on your behalf.

**Equal opportunities**

Cairn is committed to promoting equality of opportunity and diversity in our role as a provider of housing and related services, as an employer and in all other areas of our business.

Cairn believes that everyone is entitled to be treated with dignity, respect and fairness regardless of their age, gender, race, religious belief, sexual orientation, disability, marital or parental status, socio-economic background, social class, Trade Union activities or unrelated criminal offences. This list is not exhaustive.

In addition to meeting our statutory responsibilities we will promote equality of opportunity and diversity in all our activities by reflecting best practice.

**1. Authority to Act**

**1.1 Legal basis for Cairn acting as factor**

Cairn has been appointed to act as property factor in accordance with the Title Deeds relating to your property.

You will find information in your Title Deeds about your rights and responsibilities as a factored homeowner and Cairn's rights and responsibilities as your property factor.

The information will usually be contained in a Deed of Conditions, a legal document that forms part of your Title Deeds. A Deed of Conditions generally sets out any rules covering the management, maintenance, insurance, repair and improvement of the shared parts of your building / scheme. In addition, it usually contains the rights and responsibilities of you as homeowner.

Your solicitor should have discussed your Title Deeds with you when you bought your property. Cairn does not hold copies of your Title Deeds. However, you can obtain a copy from the Registers of Scotland (who charge for this service) or contact a solicitor for advice. Contact details for Registers of Scotland are as follows:

Address: Registers of Scotland

Hanover House

24 Douglas Street

Glasgow

G2 7NQ

Telephone: 0845 607 0164

Email: [customer.services@ros.gov.uk](mailto:customer.services@ros.gov.uk)

Website: [www.ros.gov.uk](http://www.ros.gov.uk)

If any part of this written statement of services conflicts with your Title Deeds, then your Title Deeds will prevail.

**1.2 Common parts and shared areas maintained by Cairn**

As a homeowner, you are responsible for the maintenance of your own home. You also have a shared responsibility for the maintenance of certain shared areas within the development or common parts within the block in which you live.

As property factor, Cairn manages and maintains these shared areas or common parts on behalf of you and the other factored homeowners in your development or block.

Details of the shared areas or common parts maintained by Cairn on your behalf are specified in your Title Deeds or, where the Title Deeds are silent or unclear, the Tenements (Scotland) Act 2004 / Title Conditions (Scotland) Act 2003.

Where Cairn maintains any land which it owns or which is owned by someone other than you and your fellow homeowners (for which you and other homeowners are liable to pay for the cost of management or maintenance), we have described the use and location of this land in Part 3 of the Schedule annexed.

**1.2 Financial thresholds for instructing works**

Cairn will instruct repair and maintenance (including, where appropriate, renewal and cleaning) works up to a financial threshold of £250 per property.

Where the cost of the works is expected to exceed the threshold of £250 per property, we will write to all homeowners advising of the work required, the reason for the works and an estimate of the cost. Works will only be undertaken where the majority of homeowners agree to the works being undertaken. All homeowners, including those who did not agree to the works, will then be liable for the cost of the works.

Where Cairn considers the works need to be undertaken because it is an emergency or for health and safety reasons, Cairn is entitled to instruct works which exceed the threshold of £250 per property without consulting with, or obtaining the permission of, the homeowners. All homeowners shall be liable for the cost of any such emergency or health and safety works.

**1.3 Voting allocation**

For the purpose of instructing Cairn on any factoring-related matters, each homeowner in the block / development shall have one vote for each property owned by him, unless allocated differently in the Title Deeds. Where a property is owned by more than one person, and the homeowners cannot agree, that vote is disregarded.

**2. Services Provided**

**2.1 Core Services**

Cairn, as the property factor for your development, carries out the core services set out in Part 1 of the Schedule annexed.

Where Cairn maintains any land which it owns or which is owned by someone other than you and your fellow homeowners (for which you and the other homeowners are liable to pay for the cost of management or maintenance), Part 1 of the Schedule includes any work or services which are a requirement of the Title Deeds.

**2.2 Inspections**

Cairn will aim to inspect the factored common parts and shared areas on an annual basis.

**2.3 Reporting common repairs**

Each homeowner will assist Cairn by reporting any defects to Cairn’s office. Repairs can be reported in the following way:-

* Phoning us on 0800 990 3405. If the office is closed a message can be left on the answering machine. If the common repair is an emergency, the answering machine will provide the contractors' emergency numbers for you to call.
* Emailing us at enquiries@cairnha.com .
* Calling into any of our offices.

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

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

**2.4 Timescales for responsive repairs**

Cairn's target turnaround timescales for reactive repairs are as follows:-

* **Emergencies** To be made safe within 2 hours and carried out

within 24 hours.

* **Urgent** Carried out within 2 working days.
* **Routine** Carried out within 10 working days.
* **External Routine** Carried out within 60 working days or

programmed and budgeted for next financial year.

Repairs will 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 Cairn.

**2.5 Management and Administration services**

In the course of carrying out the core services, Cairn carries out the following management and administration activities:

* administering landscape maintenance (including inspection of landscaped areas and instruction of works by technical staff);
* administering common repairs (including inspection of common repairs as well as instruction and overseeing of such works);
* administering payments to contractors and consultants;
* preparing and issuing invoices to affected homeowners;
* processing payments and recovering debts; and
* dealing with property factoring enquiries.

**2.6 Buildings Insurance**

Cairn arranges for a reputable insurance provider to insure the common parts or shared areas for all schemes and properties through a block buildings insurance policy (including property owners' liability cover), which is the subject of regular competitive tendering.

If your Title Deeds dictate that the property factor is responsible for arranging insurance on behalf of homeowners then this will be arranged by Cairn as part of its block policy and you will be liable for an equitable share of the insurance premium, as detailed in section 3.4 below.

All other factored homeowners residing in tenements will be offered the chance of joining Cairn's block comprehensive buildings insurance policy, but are at liberty to seek independent advice on insurance cover and may opt out of Cairn’s policy provided that they send a copy of their insurance certificate and premium receipt each year upon renewal.

It is important to note that you are responsible for ensure that your own home and its contents are properly insured. Cairn will not arrange any contents insurance on your behalf.

**2.7 Additional services**

Cairn may provide services outwith the core services if it is authorised by the relevant homeowners to do so, all in accordance with the provisions of your Title Deeds. If so, these are set out in Part 2 of the Schedule.

The cost of such works will be advised to and approved of by all affected homeowners prior to the work being carried out and the costs apportioned in accordance with Part 3 of the Schedule. Cairn may include reasonable conditions in respect of payment for the provision of this and any other additional service.

**2.8 Service standards**

As property factors, Cairn will try to set and maintain a high standard of maintenance and repairs. Cairn has procedures in place to ensure that repair and maintenance works are carried out to a good standard, in a cost effective manner as possible and within a timescale which causes the minimum inconvenience and nuisance to residents as is reasonable in the circumstances.

As part of the provision of the factoring services, Cairn ensures that all members of staff dealing with factoring and any contractors used in this service are familiar with the duties and requirements imposed by the Code of Conduct for Property Factors. This includes:

* taking all reasonable steps to ensure that the property factor registration number is included in relevant documents sent to homeowners;
* having and maintaining adequate professional indemnity insurance;
* ensuring that all contractors appointed to carry out works have public liability insurance;
* pursuing contractors or suppliers to remedy defects if any inadequate work or service has been provided;
* keeping clear and full written records and producing them when required by the First Tier Tribunal for Scotland (Housing and Property Chamber); and
* complying with any decisions of the First Tier Tribunal for Scotland (Housing and Property Chamber).

Cairn will carry out its factoring service in accordance with its Property Management Policy, Debt Recovery Policy and Complaints Policy - copies of which are available on request from our head office in Edinburgh.

**3 Financial and charging arrangements**

**3.1 Allocation of Costs**

Your share of the cost of Cairn repairing and maintaining the shared areas or common parts will be charged in accordance with your Title Deeds or, where appropriate, the Tenements (Scotland) Act 2004 / Title Conditions (Scotland) Act 2003.

Part 3 of the Schedule contains details of the share of the common charges payable by you and each of the other factored homeowners.

Where Cairn maintains any land which it owns or which is owned by someone other than you and your fellow homeowners (for which you and the other homeowners are liable to pay for the cost of management or maintenance), Part 3 of the Schedule will confirm how many properties contribute towards the costs for the area of land maintained.

**3.2 Management fee**

You are also liable to pay a management fee to Cairn. The management fee is the charge for managing the block or development of which your property forms a part. The management fee is currently set at a flat rate of £25.00 per annum. This fee will be reviewed by Cairn's Board on an annual basis and you will be advised of any increase or decrease no later than 28th February with the increase or decrease taking effect from 1st April each year.

The management fee includes the costs of Cairn:

* Arranging maintenance and repair of the block common parts;
* Liaising with contractors and tendering for the best service and price;
* Working with an Insurance Broker to achieve an arrangement for homeowners and assisting homeowners in making claims on the insurance;
* Sending invoices, letters and newsletters;
* Providing credit control to ensure that everyone is invoiced for their respective share of costs;
* Working together with solicitors to recover outstanding debts on behalf of homeowners;
* Liaising with electricity companies to make sure all charges are accurate and fair, make payment of electricity invoices and recover the cost from the homeowners within the block, where applicable;
* Undertaking regular visits and maintenance checks.

**3.3 Additional Fees and Charges**

If, because of the complexity of a particular repair or because of any other reason Cairn is involved in additional work beyond its routine management duties, Cairn may charge an additional fee in relation to a particular matter provided the same is reasonable and in accordance with the amount of time spent by Cairn in dealing with the matter in question.

**3.4 Insurance Premium**

Cairn's block insurance policy runs from 1 April to 31 March each year.

If Cairn arranges your buildings insurance through its block insurance policy:-

You will be liable to pay an equitable share of the total insurance premium based on the proportion which your property bears to the total number of properties covered by the policy. For example, if the policy covers 5,000 properties (which includes the properties which Cairn owns and lets to its tenants as well as factored blocks) then you will only be liable to pay a 1/5000th share of the total insurance premium.

Building Insurance is charged to you by Cairn annually and your share of the insurance premium for the whole year shall be included in your factoring invoice for the billing period 1st April – 30th September each year. A copy of the building insurance policy will also be enclosed with this invoice.

**3.5 Payment arrangements**

Invoices for core services and a management fee are sent by post to every affected homeowner on a half yearly basis, covering the periods 1 April to 30 September and 1 October to 31 March. Homeowners require to pay any such invoice within 28 days of the invoice date. If you are experiencing difficulties with paying your bill, you should contact Cairn immediately to make a payment arrangement.

Through your half yearly invoices, Cairn will provide a detailed financial breakdown of charges made and a description of the activities and works carried out which are charged for. On request, Cairn can supply copies of supporting documentation and invoices for inspection.

Cairn does not operate a floating fund for any of its factored properties.

**3.6 Payment methods**

Cairn offers homeowners the choice of a number of convenient payment methods:

* Direct debit – if you have a bank account you can set up a direct debit to pay by monthly instalments to help you manage your money. We can arrange to send you a Direct Debit Mandate form to allow you to set this up with your bank.
* Standing order – if you have a bank account you can also pay your monthly instalments by standing order. We can provide you with our bank details and you would need to contact your bank directly to set up a standing order.
* Telephone – you can make payment over the telephone via Callpay on 0800 990 3405.
* Internet Banking – payment details can be found on your invoice. Please can your account reference number of your property address is quoted when making payment..
* Cheque – you can send a cheque to our head office in Edinburgh.
* Postal Orders – these can be obtained from your local Post Office and posted to our head office in Edinburgh

**3.7 Debt Recovery Process**

Along with every homeowner in your area, you have a legal obligation to pay your share of costs. Many homeowners pay in full and on time. In some situations, Cairn may allow a bill to be paid in instalments to avoid financial hardship and if you are experiencing genuine difficulties in paying your property factoring charges you should contact Cairn as soon as possible for advice and assistance. However, to be fair to the homeowners who do pay on time, it is important to note that Cairn will pursue legal action to recover debts and subsequent costs against homeowners who do not pay.

If payment of sums due to Cairn has not been received by the due date, a first reminder and then a final reminder will be issued, which will:

* Advise of the outstanding balance and need for immediate payment
* Advise of the potential consequence of non-payment
* Invite homeowner contact to establish reasons for non-payment and to make a suitable repayment arrangement

When Cairn has exhausted all means at its disposal to recover the outstanding debt, those cases will then be referred to Cairn’s solicitor, who will issue a 7 day letter to the homeowner. If the arrears are still not paid or an instalment arrangement agreed, our solicitor will register a notice of potential liability for costs ("NoPLC") against your title deeds or raise a court action in order to recover the outstanding balance, without further notice. Cairn will also seek to recover legal expenses of the court action or registering the NoPLC, as well as seeking interest on the debt due.

If an order or decree is granted in favour of Cairn, this will allow us to take further action to recover the debt, such as an earnings arrestment, bank arrestment or inhibition on the property. If a payment decree is granted against the owner in the Sheriff Court, this may adversely affect the homeowner’s credit rating.

If a NoPLC is registered against your title deeds, this may affect your ability to sell your property. If you wish us to discharge a NoPLC registered against your title deeds, you will need to make payment to us of all sums due, including legal expenses and interest where applicable.

Where Cairn has taken all reasonable steps to recover sums due from a homeowner who has not paid their share of the factoring costs, we shall be entitled to split their arrears amongst the others homeowners within the development or block. Under exceptional circumstances, where Cairn deems it to be not financially viable to continue to provide a factoring service to a block or development due to exceptionally high levels of arrears by one or more homeowners, Cairn may withdraw from acting as property factor either temporarily with immediate effect until the arrears are settled or a payment arrangement is agreed or permanently in accordance with section 5 below.

Cairn has a debt recovery / arrears procedure, which is available on request.

**3.8 Private letting**

If a homeowner privately lets their property, be it a residential property or a commercial one, Cairn will pursue the homeowner for payment and not the tenant, as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their 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.

**3.9 Change of ownership of your home**

Each homeowner requires to notify Cairn of any changes in ownership of their property. On receipt of notification of such sale, Cairn will arrange to apportion the charges and sums due by the homeowner for the period to the date of sale.

**4 Communication Arrangements**

**4.1 Complaints**

Cairn aims to deal with any complaints in a fair, consistent, sensitive and confidential manner. Anyone can make a complaint to us, including the representative of someone who is not satisfied with our service.

Complaints can be made in any of the following ways:-

* in person
* in writing
* by email
* by telephone
* via our website [www.cairnha.com](http://www.cairnha.com) using our ‘Send Us Your Complaint’ form (available on our website)

Cairn has a two-stage complaints procedure.

Stage 1

Stage one complaints should be addressed to the Property Management Officer at Cairn's head office in Edinburgh.

Cairn aims to deal with complaints quickly. This could mean an on-the-spot apology and an explanation if something has clearly gone wrong and immediate action to put the problem right.

We will give you a response within five working days, unless there are exceptional circumstances.

If we can’t deal with your complaint at this stage, we will explain why. If you are still not satisfied you can ask to investigate your complaint further through stage two.

Stage 2

Stage two complaints should be made to the Head of Finance at Cairn's head office in Edinburgh.

We will look at your complaint at this stage if you are not satisfied with our response at stage one or if your complaint needs detailed investigation.

We will acknowledge your complaint within three working days. We will give you our response as soon as possible and within 20 working days, unless our investigation takes longer.

A copy of Cairn's Complaints Leaflet is available online from Cairn's website at:

<https://www.cairnha.com/wp-content/uploads/2016/01/Making-a-Complaint-Leaflet.pdf> .

Owners can make an application to the First Tier Tribunal for Scotland (Housing and Property Chamber) if they remain dissatisfied following completion of Cairn’s in-house complaints handling procedure. Their contact details are as follows:-

Housing and Property Chamber

First-tier Tribunal for Scotland

4th Floor

1 Atlantic Quay

45 Robertson Street

GLASGOW G2 8JB

Telephone: 0141 302 5900

Fax: 0141 302 5901

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

Email: [HPCAdmin@scotcourtstribunals.gov.uk](mailto:HPCAdmin@scotcourtstribunals.gov.uk)

Please note that the First Tier Tribunal for Scotland (Housing and Property Chamber) has recently replaced the Homeowner Housing Panel. We will be updating our policies and procedures to reflect this change. In the meantime, any references to the Homeowner Housing Panel in our policies or procedures should be taken to mean the First Tier Tribunal for Scotland (Housing and Property Chamber).

**4.2 General Enquiries**

If you have a general enquiry, you can contact Cairn by any of the ways set out in section 4.1 above.

If you contact us by telephone with a general enquiry and we cannot deal with your enquiry on the initial call, we will record your enquiry and someone from Cairn will aim to call you back within two working days. If your enquiry is complex and we cannot give you a substantive response during the call-back, then we will discuss timescales with you at that stage.

If you contact us with a general enquiry by any other method of communication, we will aim to respond to you within 5 working days of receipt of your enquiry.

Notwithstanding anything within this Written Statement, if your enquiry is made under the data protection legislation or any other legislation relating to access to information then this will be dealt with in accordance with the applicable statutory timescales.

**5 Ending the factoring arrangement with Cairn**

# The appointment of Cairn as factor may be terminated on the instructions of a majority of the homeowners in the block / development, in accordance with the provisions of your Title Deeds, or by Cairn at its sole discretion, in each case upon giving not less than three months’ prior notice in writing.

**6 Declaration of Interest**

# Any financial or ownership interest which Cairn has in the block or development which we manage is set out in Part 3 of the Schedule.

# 

**7 Publication of Information**

Please note that the Property Factors Act requires that Cairn provide information to the Scottish Government on the properties to which they provide factoring services. This will result in certain information, including a description of the areas for which Cairn is the property factor, being published and available to the public.

**SCHEDULE PART 1**

**SERVICES TO BE PROVIDED BY CAIRN**

Cairn will:-

# arrange and oversee the maintenance, general upkeep and repair required to the shared areas or common parts. This includes cleaning and clearing of unauthorised dumping of waste ('fly-tipping).

# make annual visits to the development and take appropriate action to deal with any repairs affecting of a common or shared areas which are discovered.

# carry out a reactive repairs and maintenance service in respect of the common parts of the development.

# maintain and review cyclical maintenance, including carrying out a landscaping service, which shall include the cutting of any communal grass and, where applicable, maintaining shrub beds.

# arrange lighting and electricity supply in common parts of a tenement block, where required.

# organise meetings of homeowners when required, or as reasonably requested by a homeowner.

# ensure compliance by homeowners with obligations or prohibitions on use as contained within the Title Deeds, where appropriate.

# invoice homeowners and be accountable for costs incurred on homeowners' behalf.

# take all reasonable steps to recover outstanding debts due to and by homeowners

# instruct firms in accordance with their Corporate Procurement Policy which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost, to maintain, repair, decorate, arrange lighting and cleansing and renewing, reinstating and rebuilding of the common parts of the block and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.

# instruct firms in accordance with their Corporate Procurement Policy which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost to inspect, maintain in good working order, repair, overhaul, replace, renew and operating the plant and equipment used in common by the owners of the block including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that Cairn consider necessary.

# employ professionals such as accountants, architects, engineers, surveyors or other professional advisers employed to certify any matter or thing to be certified for the purposes of any provisions of this Schedule and the proper costs (but not more than once every year) of an independent professional valuation of the block for the purpose of assisting towards the determination of the full cost of reinstatement of the block**, subject to any fees for same being chargeable to the homeowners.**

1. service and monitor fire-fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) where provided by Cairn and any other signs or other notices required by the local Fire Officer and/or insurers (and repair, maintain and renew the same).

# when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.

# arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.

# obtain estimates from several tradesmen for the same job where they consider it to be in the interests of the homeowners, advise the homeowners as appropriate and obtain their instructions before proceeding.

# provide such security equipment and apparatus for the property as Cairn shall think fit and proper to employ and/or use and in the provision, maintenance, replacement and renewal of such security equipment from time to time

# investigate any complaints of unsatisfactory work and where considered necessary by Cairn and if so instructed by a majority of the homeowners arrange for a professional report on the completed repair subject to any fees for same being chargeable to the homeowners.

# check tradesmen’s accounts when rendered, including any charge of VAT.

# if requested, arrange to make available for inspection on one occasion in each year copies or originals of all tradesmen’s accounts for that year (additional copies can be provided at separate cost).

# ensure that all properties managed by Cairn are insured for fire, storm and property owner’s liability.

1. arrange insurances, including insurance against loss by fire and other risks normally insured against under a common comprehensive Insurance Policy (which policy is to cover all the flats within the block and the block common parts) with an established insurance company for the full replacement value which insurance shall be in the name of Cairn and taken out and held for behoof of all the homeowners and the holders of bonds or other securities over the same (if any) for their respective right and interests.

**SCHEDULE PART 2**

**ADDITIONAL SERVICES**

**This gives information on the specific services delivered to your area. For a full list of these please contact us.**