**The Property Factors (Scotland) Act 2011**

**Statement of Services for**

**Property owners in**

**Multi-storey flats**

**provided by**

**Falkirk Council**

**(Factoring Registration No.: PF000365)**

**(April 2024)**

**WRITTEN STATEMENT OF SERVICES**

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

**Property Factors (Scotland) Act 2011**

The Property Factors (Scotland) Act 2011 applies to homeowners who receive property management and maintenance services from a local authority, a registered social landlord or a private business.

* All factors must register with the Scottish Government. Approved factors are given a Property Factor number and added to the [Scottish Property Factor Register](https://www.propertyfactorregister.gov.scot/PropertyFactorRegister/) which contains a public search facility
* All reasonable steps should be taken by the Property Factor to ensure the Property Factor number is detailed on any document sent to homeowners
* Factors must comply with the [Revised Code of Conduct (effective 16/8/21)](https://www.gov.scot/isbn/9781802011388)
* If a homeowner feels the factor has not carried out their duties correctly, the homeowner can ask the [First-tier Tribunal for Scotland (Housing & Property Chamber)](https://www.housingandpropertychamber.scot/apply-tribunal) to resolve any issues (see 4.4 – 4.31 below)

**Introduction**

The following statement is provided to you as a homeowner under the Property Factors (Scotland) Act 2011 (“the 2011 Act”) and does not form a binding contract or obligation.

Whilst this statement is believed to reflect the circumstances applying to your property at the date of issue, it is not intended as a comprehensive statement of the law or a comprehensive reflection of the content of your title deeds. To confirm or clarify any element of this statement or for further details on your rights and obligations as a homeowner you may wish to refer to your title deeds. You are also entitled to seek independent advice. This statement does not remove your responsibility to be familiar with your own title deeds. In the event that you identify any discrepancies between your title deeds and this Written Statement please contact us using the contact details provided in this document (see 4.2).

It is understood that you are the owner of a residential flat in the block of properties at[Street Address]and that Falkirk Council (“the Council”) has a majority share of the ownership of properties in the block*.* As the Council has been appointed as a factor by virtue of a decision confirmed on 26 March 2015, the Council may carry out management activities in respect of commonly owned parts within your block, and the Council may be considered to act as a factor under section 2(b) of the 2011 Act.

1. **Part 1**

**OUR AUTHORITY TO ACT**

* 1. The Council will act in accordance with the relevant title deeds and the law of Scotland as it applies to your property.
	2. You are responsible in terms of your title deeds for a contribution to various common repairs and service costs in respect of your share of ownership within the block. As your title deeds do not provide to the contrary, decisions in respect of maintenance and appointment of a factor may be taken and implemented by the party or parties holding a majority share of ownership in the block of which your property is part, as supplemented where appropriate by the Tenement Management Scheme set out in Schedule 1 to the Tenements (Scotland) Act 2004 (“the 2004 Act”).
	3. Any works instructed will be carried out in a manner consistent with the Council’s Standing Orders.
1. **Part 2**

**SERVICES PROVIDED**

**The Council will provide the following Core Services in relation to the common parts of your property:**

* 1. Services will be provided in respect of cleaning and other small maintenance tasks, as well as regular checks or inspections, which may be at a frequency as the Council in its sole discretion deems appropriate.
	2. The following may also be assessed or addressed at such times as the Council deem appropriate acting in its sole discretion: accessible communal vents; any lighting issues; spillages and obstructions within stairwells; any blockages, spillages or obstructions within chute rooms, emergency exits, spillages or obstructions in the foyer; the operation of water pumps; bins; satisfactory working of the ground floor entrance door; replacement of bulbs where necessary; the clearance of blockages in refuse chutes where necessary.
	3. In addition it is intended that the following elements will be maintained or attended to at such times as the Council in its sole discretion shall deem appropriate by an appropriately appointed contractor:
* Lifts;
* Controlled entry systems;
* Booster pumps for water supplies;
* Ventilation fans;
* Communal stair lighting and emergency lighting – please note that in respect of lighting Falkirk Council is entitled to act under section 90 of the Civic Government (Scotland) Act 1982; heating and lighting of foyer and other communal areas where applicable;
* Fire extinguishers and fire alarm systems in communal areas;
* Maintenance of such communal TV apparatus (being aerial, antenna, network or satellite apparatus) insofar as it pertains to the common parts of the property;
* Maintenance of CCTV systems, insofar as same are linked to communal controlled entry systems;
* Testing of the dry risers;
* Examination of any lightning protection system;
* Provision of Community Care Alarms (MECS);
* Legionella sampling of water tanks
	1. The following non-binding response times will be targeted for repairs, insofar as same are within the scope of the Core Services:

Emergency – made safe within 24 hours from being notified

Routine - complete within 20 working days from being notified

**How to Report a Repair**

* 1. If you:
* notice a part in need of repair in the communal area of your block
* require a Combined Heat and Hot water repair (see also 2.9 below)
* need your Door Entry handset replaced
	1. Please contact us to request a repair:
* call our Repairs Line on **01324 506070** (open 24/7)
* email us at housing.repairs@falkirk.gov.uk
* use the Request a Common Repair online form (available at [www.falkirk.gov.uk/requestacommonrepair](http://www.falkirk.gov.uk/requestacommonrepair))
	1. Please refer to our Request a Common Repairs webpage for any changes

([www.falkirk.gov.uk/requestacommonrepair](http://www.falkirk.gov.uk/requestacommonrepair)).

* 1. Please note that you are responsible for all other repairs inside your own home.

**Combined Heat and Hot Water**

* 1. If you pay an additional charge for the heating and hot water service, the maintenance of your domestic system is included. This covers:
* heat interface unit (box on the wall) and
* pipework to and from the taps, radiators and if applicable shower
	1. If you have any issues with your heating or hot water, please contact us to discuss and arrange a repair. See section 2.5 – 2.7 for how to report a repair.

**Non-Core Services**

* 1. In addition, the Council may carry out other services considered by the Council to be reasonably related to management of the common parts of the property which are not included in the list of Core Services above. These services shall be known as **Non-Core Services**, for which additional fees or charges may be incurred as described in Part 3 of this Written Statement**.** In the event that any such additional fees are to be charged these will be notified to you with a description of the work and confirmed by an invoice. The Council’s procedures incorporate statutory processes and timescales contained within the Tenements (Scotland) Act 2004 in relation to repairs consultation.
	2. In particular, without being limited to these categories, the following may be deemed to be **Non-Core Services**:

|  |  |
| --- | --- |
| * Common ground maintenance and landscaping
 | This includes but is not restricted to parking areas and open spaces (including play areas and areas of hard and soft landscaping) but excluding any footpaths and open spaces which serve exclusively any dwellinghouse or dwellinghouses.  |
| * Maintenance of common rooms where applicable
 |  |

* 1. The precise nature of work to be carried out may be affected by the Council’s strategic and local priorities.
	2. For your information only:
	3. **Cyclical Maintenance Programme**: separate from its factoring service, the Council operates cyclical maintenance programmes where we aim to visit all Council-owned houses and lock-ups every five years to ensure that properties are maintained in good condition. We will consult with you on any identified works except those classified as emergency, before progressing any works. See section 3.10 – 3.13 below for consultation, decisions and charging arrangements.
	4. **Capital Investment Programmes:**  separate from its factoring service, the Council operates capital investment programmes to replace elements of common parts when necessary. It is intended that works which affect common parts will be carried out in line with the Tenement Management Scheme under the Tenement (Scotland) Act 2004. We will consult with you on any identified works except those classified as emergency, before progressing. See section 3.10 – 3.13 below for consultation, decisions and charging arrangements.
	5. Nothing in this written statement shall restrict or limit any intervention by the Council using its statutory powers.

**Part 3**

**FINANCIAL AND CHARGING ARRANGEMENTS**

* 1. Fees and charges shall be payable by you to the Council in respect of the Council’s management or maintenance of the common parts, and such fees and charges shall be incurred in accordance with the following:
		1. Administration fees shall be payable and the appropriate level of same will be reviewed by the Council on an annual basis in a manner consistent with the Council’s Standing Orders. The charge to you shall reflect an equal or otherwise appropriate share, the percentage assigned to your property being calculated on the basis of the total number of properties in the block, or such other appropriate proportion as is defined in your title deeds. Similarly, in respect of any other charge for relevant works or services you will be required to meet an appropriate share of the cost of carrying out the repairs, which appropriate share may be defined as aforesaid, in your title deeds, or, if your title deeds are silent on the matter, determined in accordance with the Tenement Management Scheme under the Tenements (Scotland) Act 2004.

**Annual Service Charges**

* 1. An account will be raised annually to cover the Service Charge applied to all privately owned properties in relevant multi-storey flats. This charge is in respect of Core Services as defined in Part 2 of this Written Statement and is due even if the property is unoccupied. The Factoring Fee is calculated on a flat rate basis and will increase annually in line with our rent increases.
	2. We are undertaking a review of Factoring Charges. Once this review is finalised, we will share the findings with you: this may impact future charging arrangements.
	3. If you receive the heat and hot water service, the increase will be based on the Consumer Price Index from the previous December.
	4. If you choose to take the Buildings Insurance option, the increase will be based on the Housing Cost Index published by the Building Cost Information Services of the Royal Institution of Chartered Surveyors.
	5. We will confirm the increases and annual costs to you early March each year before the invoice is raised. The account/ invoice will cover the period from 1st April until 31st March in each financial year. Payment will be due within 14 days. You will have the option to make an arrangement with us to pay the account by instalment unless you are a registered landlord. The different ways to pay will be detailed on the back of each invoice you receive.
	6. Should you have any queries about the works detailed on the invoice or how to pay the account, please contact us: please see **Enquiries** and **Contact Name** sections on the front of your invoice.
	7. You should advise the Council immediately in the event that the property is sold to another party (see 6.1 – 6.3 below). You will be liable for properly incurred service charges up to the date title to the property is transferred. Any credits on the account following transfer will be refunded, if appropriate.
	8. **The following breakdown illustrates the fee structure in respect of the period from 1 April 2024 until 31 March 2025 only and is subject to review by the Council** **in a manner consistent with the Council’s Standing Orders.**

 **Sample Breakdown of Annual Service Charge for Multi-Storey Flats (indicative only):**

|  |  |  |
| --- | --- | --- |
| **Core Service Components** |  | **Description** |
| **Provision of Services** |  | Cleaning, small maintenance tasks etc. (see 2.1 & 2.2) |
|  |  |  |
| **Lift Maintenance** |  |  |
|  |  |  |
| **Cleaning Materials** |  |  |
|  |  |  |
| **Heat & Light- Communal Areas** |  |  |
|  |  |  |
| **Miscellaneous Communal Costs** |  | Includes minor/ reactive maintenance & upkeep of communal stairs, roofs & drying areas |
|  |  |  |
| **Other Miscellaneous Items** |  | Includes water tanks, entryphone system, toilet ventilation,lift alarms  |
|  |  |  |
| **Administration Costs** |  |  |
|  |  |  |
| **Total Service Charge** | **£435.31** (flat rate basis) |  |
|  |  |  |
| **Buildings Insurance (optional)** | **£122.96** (flat rate basis) | See 3.5 & 3.14 – 3.18 |
|  |  |  |
| **Combined Heat and Hot Water Service** | **£643.80** (1 bedroom)**£768.79** (2 bedroom) | See 2.9, 2.10 & 3.4 above |

**Consultation, Notification of Decisions and Charging Arrangements**

* 1. We will consult with you about all proposed **Non-core**, **Cyclical** and **Capital works,** except those classified as emergency. We will write to you and advise you about the outcome of all relevant consultations. If work is agreed, we will write to you confirming how much your share of the cost is estimated and when work is planned to begin. The Council’s procedures incorporate statutory processes and timescales contained within the Tenements (Scotland) Act 2004 in relation to repairs consultation.
	2. Once all works are completed, we will confirm the final cost due and issue an invoice. Payment will be due within 14 days. You will have the option to make an arrangement with us to pay the account by instalment unless you are a registered landlord. The different ways to pay will be detailed on the back of each invoice you receive.
	3. **Emergency works:** due to its nature, we may not be able to consult with you before emergency works are arranged. As stated above, once all works are completed, we will confirm the final cost due and issue an invoice. Payment will be due within 14 days. You will have the option to make an arrangement with us to pay the account by instalment unless you are a registered landlord. The different ways to pay will be detailed on the back of each invoice you receive.
	4. Should you have any queries about the works detailed on the invoice or how to pay the account, please contact us: please see **Enquiries** and **Contact Name** sections on the front of your invoice.

**Buildings Insurance**

* 1. In line with your Title Deeds and the Tenements (Scotland) Act 2004, all homeowners within multi-storey flats require a valid Buildings Insurance Policy and have a statutory duty to insure against prescribed risks such as fire or flood.
	2. Buildings Insurance is offered by the Council to all homeowners of ex-council houses.
	3. Information on the buildings insurance available from the Council can be obtained by contacting the Insurance Section.

Telephone: 01324 506350

Email: insurance@falkirk.gov.uk

Post: Insurance Section

 The Foundry

 4 Central Boulevard

 Central Park

 Larbert, FK5 4RU

* 1. Please contact the Insurance Section for a copy of the Policy documentation. The Claim Form can be accessed online at [www.falkirk.gov.uk/factoring](http://www.falkirk.gov.uk/factoring).
	2. If you choose to take buildings insurance from Falkirk Council we will send you a Statement of Insurance annually.

**Property Revaluations**

* 1. We plan to carry out the next Property Revaluation in 2024, thereafter this will be carried out every 5 years. We will write to you annually confirming the Sum Insured figure for your property.
	2. If you choose to secure buildings insurance with Falkirk Council, the annual Sum Insured figure will automatically be covered.
	3. If you choose to secure buildings insurance independently, we will ask you to provide a copy of your Schedule of Cover annually to confirm adequate insurance cover is in place.

**Public Liability**

* 1. Falkirk Council has in place a Public Liability policy for a limit of £5m.

**Debt Recovery**

* 1. Our Factoring Debt Recovery Overview and our Corporate Debt Recovery Procedure (appendix 4 (Sundry Debtors) applies to factored homeowners) is available on our websiteat [www.falkirk.gov.uk/factoring](http://www.falkirk.gov.uk/factoring) or by contacting the Housing Service (see 4.2 below).
	2. Information about free and impartial debt advice and links to external organisations, is available on our [Get help to manage your money](https://www.falkirk.gov.uk/services/benefits-support/money-advice.aspx) webpage or by calling our Debt Advice Team on 01324 506735.
1. **Part 4**

**COMMUNICATIONS ARRANGEMENTS**

* 1. General Factoring information and information about the factoring services provided to you, by Falkirk Council, is available on our website at [www.falkirk.gov.uk/factoring](http://www.falkirk.gov.uk/factoring) . Please contact the Housing Service (see 4.2 below), if you are unable to access any information mentioned in this statement online and would like assistance.
	2. If you would like to speak to us about the service provided, please contact us:

By Telephone: 01324 506070

By Email: housingservices@falkirk.gov.uk

By Post: Suite 5, The Forum

 Falkirk, FK1 1XR

* 1. Our Standard hours of work are Monday to Friday, 9am to 5pm.
	2. Information about our Corporate Complaints procedure is available on our website at <https://www.falkirk.gov.uk/contact-us/complaints/> and detailed below for your information.
	3. In addition, our Factoring Complaints Procedure - Summary outlines the complaints process in relation to our factoring service and is available on our website at: [www.falkirk.gov.uk/factoring](http://www.falkirk.gov.uk/factoring) .

## Complaints, comments and suggestions

* 1. We value complaints and use the information to help us improve our services.
	2. Before making a complaint, please consider reporting the problem to us. In relation to factoring please see contact details at 4.2 above. You can also report a range of issues to us online, please see: <https://www.falkirk.gov.uk/contact-us/complaints/>.

## What is a complaint?

* 1. 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.
	2. You can complain about things like:
* delays in responding to your enquiries and requests
* failure to provide a service
* our standard of service
* council policy
* treatment by or attitude of a member of staff
* disagreement with a decision where you cannot use an appeal procedure to resolve the matter
* our failure to follow proper procedure
	1. Yourcomplaint may involve more than one council service or be about someone working on our behalf.
	2. If you want to make a complaint, please contact us:
* online at: <https://www.falkirk.gov.uk/contact-us/complaints/>
* by emailing: housing.customerserviceteam@falkirk.gov.uk or,
* contact.centre@falkirk.gov.uk
* by calling 01324 506070
* by writing to the relevant service
* in person at any [**Advice & Support Hub**](https://www.falkirk.gov.uk/places/oss-ash/)

**What is not a complaint?**

* a first-time request for a service
* a request for compensation only
* issues that are in court or have already been heard by a court or a tribunal
* disagreement with a decision where a statutory right of appeal exists, for example in relation to council tax or planning
* an attempt to reopen a previously concluded complaint or to have a complaint reconsidered where we have already given our final decision.

**Who can complain and can I get help to complain?**

* 1. Anyone can make a complaint to us, including the representative of someone who is dissatisfied with our service. We understand that you may be unable, or reluctant, to make a complaint yourself. We can take complaints from a friend, relative, or an advocate.
	2. If you are making a complaint on behalf of someone, we will respond directly to them unless you have permission from the person you are representing to act on their behalf. We would require confirmation from the person you are complaining for that you will be acting as their representative, preferably written confirmation.
	3. If you would like assistance from an advocate, you can find out about advocates in your area by contacting the Scottish Independent Advocacy Alliance on 0131 510 9410 or on their website ([**www.siaa.org.uk**](https://www.siaa.org.uk/)).

**How long do I have to make a complaint?**

* 1. Normally, you must make your complaint within twelve months of the event you want to complain about.
	2. In exceptional circumstances, we may be able to accept a complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

**When can I expect a response to my complaint about the Council?**

* 1. There are two stages within the Complaints Procedure.

**Stage one: Frontline**

* 1. We aim to resolve complaints quickly. We will give you our decision at Stage One in five working days or less unless there are exceptional circumstances. If we require longer than 5 working days, we will inform you and provide you with a revised timescale.
	2. If we can't resolve your complaint at this stage, we will explain why and tell you what you can do next, which may be to take your complaint to the next stage in the complaints process.

**Stage two: Investigation**

* 1. When using Stage Two we will acknowledge receipt of your complaint within three working days. We will provide a full response as soon as possible and within 20 working days. If our investigation takes longer, we will tell you and agree on revised time limits and keep you updated on progress.

### Is there an independent, impartial organisation that can investigate my complaint against the Council?

* 1. We will make every effort to resolve any problems or complaints that you may have about the Council or any of our services. However, on the rare occasions when people remain dissatisfied, they can ask the following independent, impartial organisations to investigate.
	2. As a factored homeowner, depending on the nature of the complaint, you will be able to appeal to the First Tier Tribunal: Housing and Property Chamber and the Scottish Public Services Ombudsman: we will let you know your right of appeal. You can use this right of appeal if you are still dissatisfied with our decision or the way we dealt with your complaint.

## First-tier Tribunal for Scotland: Housing & Property Chamber

## The Housing and Property Chamber determines applications from homeowners in relation to disputes between them and their property factor in relation to the property factors’ statutory duties and compliance with the Property Factors' Code of Conduct.

## There are only two circumstances a factored homeowner can appeal to the Housing & Property Chamber, where:

1. The property factor is not complying with the Property Factor Code of Conduct
2. The property factor is not carrying out their duties as a property factor

You can appeal to the Housing and Property Chamber if:

* + you have notified the Council in writing of the reasons why you consider the Council has failed to carry out its factoring duties or failed to comply with the Code of Conduct; and
	+ after the Council’s complaints process has been exhausted, you believe that the Council has refused to resolve your complaint or has unreasonably delayed attempting to resolve your complaint.
	1. The Housing & Property Chamber is open 9:00am to 5:00pm, Monday to Thursday, 9.00am – 4.30pm on Fridays and can be contacted:

**By Email:** HPCAdmin@scotcourtstribunals.gov.uk

**By Telephone:** 0141 302 5900

**By Fax:** 0141 302 5901

**By Post:** Housing and Property Chamber

 First-tier Tribunal for Scotland

 Glasgow Tribunals Centre

 20 York Street

 Glasgow

 G2 8GT

* 1. Further information on the Housing & Property Chamber is available at: <https://www.housingandpropertychamber.scot/home> .
	2. If your complaint falls within the remit of the Housing & Property Chamber, you can also appeal to the Scottish Public Services Ombudsman (SPSO). This part of your complaint can only be about the way your complaint was dealt with.

**The Scottish Public Services Ombudsman (SPSO)**

* 1. The SPSO will only consider complaints which have completed all stages of the Council's complaints procedure so you should contact the Council in the first instance. The SPSO cannot normally look at complaints:
* where you have not gone all the way through the council's complaints handling procedure more than 12 months after you became aware of the matter you want to complain about, or that have been or are being considered in court.

**Online:** [www.spso.org.uk/](http://www.spso.org.uk/)

**Online contact:** [www.spso.org.uk/contact-us](http://www.spso.org.uk/contact-us)

**By Freephone:** 0800 377 7330

**By Fax:**  0800 377 7331

**By Post:** Freepost SPSO

**In Person:** (you must arrange an appointment first by phoning

 0800 377 7330)

 Scottish Public Services Ombudsman
 Bridgeside House
 99 McDonald Road
 Edinburgh
 EH7 4NS

* 1. More information can be obtained from their website at: [**https://www.spso.org.uk/making-a-complaint**](https://www.spso.org.uk/making-a-complaint)
	2. Complaints will be responded to, by Falkirk Council, on an individual basis in line with our Factoring Complaints Summary and Procedure as well as our Factoring Debt Recovery Overview. Where a complaint affects all homeowners, we will take necessary action and notify you accordingly.

**Privacy & Information Commissioner Registration Number**

* 1. The Council must comply with Data Protection Legislation as defined by the Data Protection Act 2018. If you supply personal information to us, it may have to be disclosed to the data subject, unless there are good reasons for withholding it. You can find out how we handle personal data at [www.falkirk.gov.uk/privacy](http://www.falkirk.gov.uk/privacy).
	2. Our Registration details with the Information Commissioner’s Office’s Data Protection Register is Z7343688.
1. **Part 5**

**DECLARATION OF INTEREST**

* 1. The Council has an interest by virtue of being an owner of property within your block. In addition, we act as Landlord in respect of properties within your block. From time to time we may also award contracts for work in-house in the event that this represents Best Value and is otherwise appropriate in the circumstances.
1. **Part 6**

**NOTIFYING US OF A CHANGE OF OWNERSHIP**

* 1. In order for new accounts to be raised or old accounts to be settled, you will need to contact Finance Services and provide evidence of ownership or notification of sale. Once they have this information, they will be able to raise or settle the Council Tax account for you. Evidence of ownership can include a letter from your solicitor, Title Deeds. Evidence of sale can include a letter from your solicitor. Please send this information to revenues1@falkirk.gov.uk .
	2. Please request that Finance Services pass your change of ownership information on to the Billing Team and Sundry Accounts. Once this is received your Factoring Charges account can be raised or settled. New owners who wish to arrange a direct debit arrangement can do this once the account is raised, by contacting our Billing Team at billing.team@falkirk.gov.uk or by calling 01324 506070 (please select option 2, then option 3 which will take you to Housing Services) . Our Billing Team will also issue you with a Factoring Written Statement for your property.
	3. Contact details for Finance Services:

Email: revenues1@falkirk.gov.uk

Tel.: 01324 506070

Webpage: <https://www.falkirk.gov.uk/services/council-tax/>

**Part 7**

**ENDING THE ARRANGEMENT**

* 1. Your title deeds may provide for a method of terminating any factoring arrangement. Alternatively, if your deeds are silent on this point, the Tenement Management Scheme under the Tenements (Scotland) Act 2004 may operate to allow a majority of owners in your block to dismiss a factor or to appoint a new factor.
	2. You may be entitled to apply to the Lands Tribunal for Scotland under Part 9 of the Title Conditions (Scotland) Act 2003 to vary or discharge your title conditions.
	3. Should another Property Factor be appointed to take over the management responsibility of your property, Falkirk Council will co-operate within data protection legislation to ensure a smooth transition. Should this be required, we will share a finalised procedure with you detailing the information which will be shared with the new Factor.