

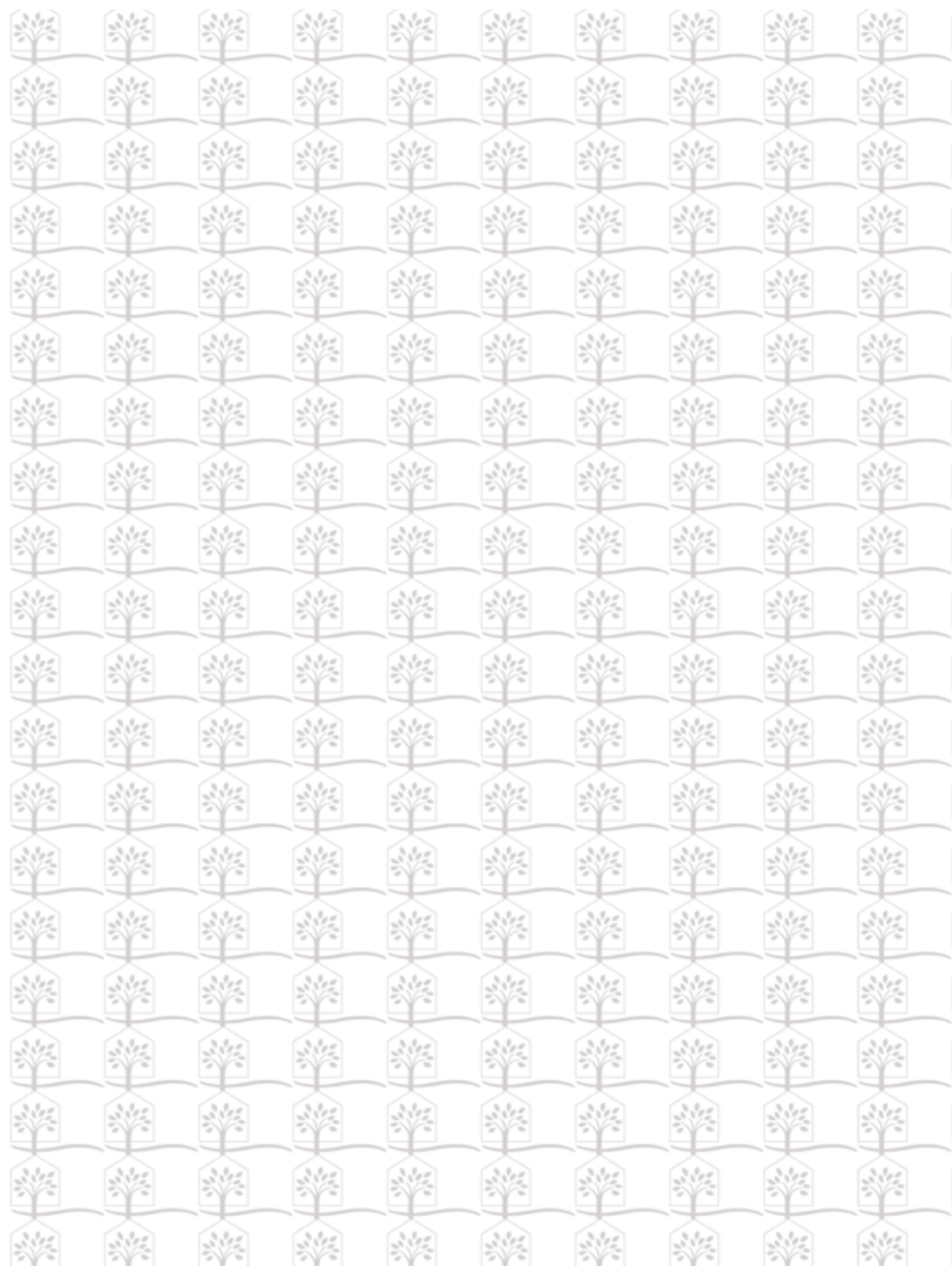


Dalmuir Park
Housing Association

Owners Handbook









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Housing Association

Owners Guide To Factoring Services

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Dalmuir Park Housing Association (the Association) is a registered social landlord, registered with Communities Scotland.

The Association owns almost 700 properties in and around the Dalmuir area and provides a property management service to approximately 120 owner-occupiers, 40 sharing owners and 40 commercial owners.

Most of these properties form part of a tenement building or a development that offers common access and common facilities that require to be managed and maintained. In order to ensure that this management and maintenance is carried out and that the cost is borne fairly and equitably by all it is normal for the owners of each tenement or development to appoint a factor.

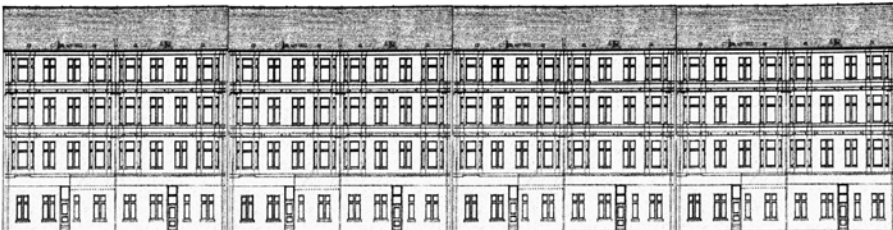
In all cases where the Association owns the majority of properties within a tenement or a development it acts as factor and provides the property management service referred to above. This is explained in more detail below. In other cases the factor may be a property manager appointed by the owners.

The methods by which a factor can be appointed or changed are usually described in the Deed of Conditions applying to each building.

The purpose of this guide is to give general information to owners about matters usually covered in deeds of conditions. If you intend to rely on information relating to your deed of conditions you should check the actual deed itself.

Nothing in this guide is intended to create any obligation or alter the rights and duties of owners, the Association or any factor appointed.

- Your Deed of Conditions is a legal document which outlines your rights and responsibilities as an owner in the building.
- They will also define the common parts of the building, how they are to be maintained and allocate a share of common repairs etc. to each individual property.
- Your Deeds will also define the responsibilities of the factor of the building and describe how the factor can be appointed or removed.
- The Deeds will also specify areas where owners can expect to be consulted (e.g. planned maintenance) and the Association is committed to making sure that all owners have an input to decisions that are made affecting their properties. Details of specific examples of consultation are referred to below.
- The Scottish Executive passed legislation at the end of 2004 in relation to title conditions and tenements. This legislation provided a model form of deed of conditions so that where any matters were not covered by the existing deed of conditions the model form could be relied upon.
- If you have any queries about your Deed of Conditions the Association will be happy to assist but if you are in any doubt you may wish to take independent legal advice.



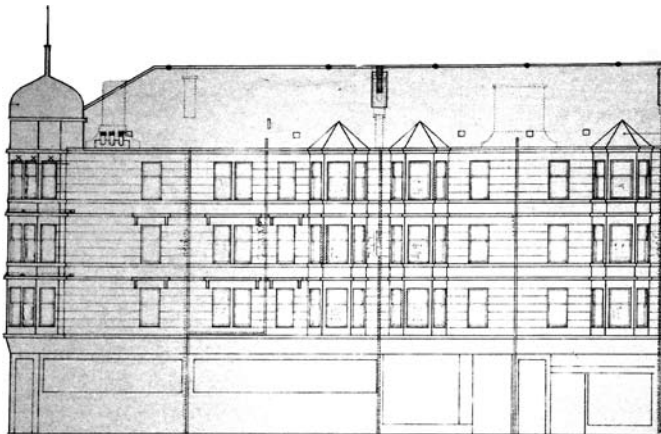
- The Deed of Conditions imposes on the owners of a tenement building a responsibility to every other resident of the building for the benefit of all of the owners.
- Owners are required to conduct their occupancy by following a set of rules.
- Owners' responsibilities are usually detailed in the Deeds of Conditions although the terms of the deed may vary from one tenement to another.
- Examples of these responsibilities may include the following:

Pet Ownership

- The Deed of Conditions forbids the keeping of birds or animals (except birds in cages), except with the permission of the Association.
- The Association does not allow the keeping of dogs in flats.
- The Association may give permission for one house cat in a household.
- Modern trends for more exotic animals such as snakes or lizards present a particular difficulty and the consent of the Association will depend on the size and potential threat to other residents.
- A simple written request to the Association will be responded to within 28 days to outline the decision and the conditions attached.

Living with Your Neighbours

- On occasion conflicts can arise when people are living in tenement properties. The most common are noise issues, other people's children, dogs, stair cleaning, bins and bulk refuse.
- The deed of conditions refers to your responsibilities to refrain from causing nuisance or annoyance to neighbours and to carry out certain duties such as complying with stair and common area cleaning rotas and refuse collection arrangements.
- Regardless of your status as an owner or a tenant you should comply with these requirements and the Association will respond to any non compliance as reported or in the course of regular inspections.
- The section on Complaints covers these issues in more detail.
- The Association constantly monitors these situations and can take action in cases of unreasonable or anti social behaviour.
- The Association can also deal with neighbour disputes and offer a means to an amicable solution.



- Where the Association provides a factoring service to your property it will do so in accordance with the specifications outlined in the Deeds of Conditions. This will usually permit the Association to arrange:

Common Buildings Insurance

- The owners require in terms of the Deed of Conditions to take outbuildings insurance. This is usually taken out in the form of block insurance that provides cover for all residential and commercial properties concerned.
- The amount of cover requires to be equivalent to the full reinstatement cost of each property.
- The insurance is usually arranged by the Association or the factor. If you wish to have additional cover or have the interests of your mortgage lender noted on the policy please discuss this with the Association.
- **It is important to note that contents insurance is the owners' responsibility and is not included in the insurance cover arranged by the factor or the Association.**
- Summary copies of the buildings policy and policy schedule are available on request.
- Where block insurance cover is arranged you do not need to pay buildings insurance to a lender or mortgage provider.
- If buildings insurance is included within a block policy owners may benefit from lower premium rates.
- If your lender asks you to pay for buildings insurance you may ask it to get in touch with the Association for policy details etc to save any unnecessary duplicate payments in appropriate cases.

- If you wish to make a claim against the policy for damage to your property, you should advise the Association in writing detailing the specifics of the claim i.e. date, time & place and nature of the claim.
- You should also provide two estimates for the work required to support your claim.
- It is the owners' responsibility to appoint contractors and to have the work carried out.
- The Association will correspond with the insurance broker who will process your claim on your behalf.
- The Association will require to accept the decision of the insurance company on all claims and will not be responsible for any shortfall or any rejected claims
- One of the features of living in a common building is the supply of common services. These are usually services that are supplied to the building in general rather than to individual properties.



The common services supplied / arranged by the Association are;

Estate Management

- This involves back court maintenance throughout the year and the general upkeep of the area.

Open Space Maintenance

- This involves the upkeep of open areas for those properties situated within exclusive developments.

Stair Cleaning

- This involves the cost of cleaning common stairways.

Common Lighting

- This involves the replacement of stair lights and back court lights etc. and the cost of electricity consumed.

Door Entry Systems

- This involves the maintenance of door panels, handsets etc. and the cost of electricity consumed

Communal Fan Maintenance

- This includes the cost of servicing and replacing communal fans and the cost of electricity consumed.

TV Aerial Maintenance

- This includes the cost of maintenance of tv aerials and amplifiers and the cost of electricity consumed.

Management Fee

- This covers the cost of the Association's expenses in carrying out its duties as factor. This includes; arranging insurance and updating every year, processing claims, arranging inspections to properties, arranging and carrying out repairs and planned maintenance works, consulting with owners, dealing with enquiries etc.
- The Association will ensure that the management fee is at least comparable with that charged by other housing providers.

Common Repairs

- This involves carrying out incidental repairs to the building.
- These repairs would usually be small in nature, however, if the cost of the job became significant you would be consulted over the need for the work to be done in the first place and of the estimated cost. In the case of emergencies, however, the work may be carried out prior to you being informed.
- Reactive repairs are usually reported to the Association and these are categorised into Emergency, Urgent or Routine and issued to one of our approved Contractors to carry out within the required timescale. Staff monitor both the performance of contractors and their quality of work to ensure that we obtain the highest standards in maintenance.
- We have a range of policies to ensure value for money and regularly ask residents to provide their view on the performance on 10% of all repairs and all planned maintenance contracts
- You will be charged for your share all of these of these costs.
- Please note, however, that emergency contractors are not obliged to respond to calls from owners for repairs to their individual properties and where they do you will be directly responsible for any call out charges and repair costs incurred.

Planned maintenance

- These are bigger jobs that are carried out as part of a planned programme of maintenance designed to keep the building in good condition and to prevent it from falling into a state of disrepair. This may include; close painting, gutter cleaning or replacement, roof maintenance, stone work or stone cleaning etc.
- This type of maintenance work can help maintain the value of your property making it easier to sell should you ever decide to sell your house.
- The Association has a robust tendering policy that ensures quality and value and we employ consultants to assist in ensuring that the work is carried out safely and according to legal requirement.
- Some residents have complained in the past about paying for Quantity Surveyor and Architects in larger contracts and believe that the Association could get the work done at a cheaper price. The Association must ensure that work is carried out to building standards and under Health and Safety legislation – considerations that smaller cheaper contractors do not always adhere to.
- The Association publishes details of its programme every year for your information. In addition we will consult with you directly when any of these works are planned for your building.
- We will arrange meetings with owners to discuss the nature, timing and estimated costs of major works prior to any work being arranged.
- You should be aware, however, that sometimes jobs can be delayed or go on for longer than expected and the final cost of a job may be different from the initial estimate.
- We will aim to keep you informed of any changes or variations that affect any of the work being done in your building.

- Invoices for common services and buildings insurance will be sent out annually in April each year in respect of the twelve month period to the following March.
- Whilst you may choose to spread your payments over the year by paying monthly or quarterly etc. you will be offered a discount of 5% if the invoice is paid in full within 28 days and if your account is clear.
- Other invoices may be sent to you throughout the year in respect of common repairs that may have been required and any planned maintenance that has been carried out to your property.
- You will also be offered a discount for prompt payment of these invoices.
- The payment of invoices can be made by swipe card or if you wish to pay by direct debit please contact the Association and we will calculate the appropriate monthly amount and help you to complete the direct debit forms.
- Payments will also be accepted at the Association's offices in person or by post.
- If you fall behind with your payments and start to build up arrears please contact the Association as soon as possible in order that we can come to an arrangement whereby the arrears can be cleared.
- If no effort is made to clear the arrears the Association will be obliged to take legal action to recover the amount due.
- You may also be liable for any legal costs incurred by the Association whilst following this arrears procedure.
- The Association may hold some personal details about owners such as that contained within correspondence, account balances etc. but this will only be used to manage your account and will not be disclosed to any other party without your consent.

- Owners of commercial properties will also be bound by the Deed of Conditions, where one exists, with regard to common repairs and common insurances etc.
- It is unusual, however, for commercial owners to have access to the common close or back courts and so costs for common services such as door entry systems etc. will not be charged to commercial owners.
- Commercial owners, however, will be required to pay a share of common repairs and planned maintenance etc. and will be consulted on all of these areas in the same way as residential owners referred to above.

Change of Ownership

- When you decide to sell your property it is important that you inform the Association as soon as possible so that factoring charges can be apportioned to the date of sale.
- The Association may also be asked by your solicitor to provide information regarding your property (e.g. details of insurance, planned repairs that have yet to be carried out or that have been carried out but not yet paid for etc.).
- Whilst every effort will be made to provide any information required as quickly as possible it can sometimes take a while for this to be collected as (e.g. contracts can be delayed, or perhaps invoices have not yet been received from contractors etc.).
- It is important, therefore, not to leave requests of this nature to the last minute as this could delay the sale of your property.
- The Association will make a small additional charge for this particular service and will expect this and any other outstanding factoring charges to be cleared prior to the date of sale.

If you have any queries about any aspect of the property management service provided by the Association please contact the appropriate department as detailed below;

- Factoring account / invoice – Finance department.
- Repairs / planned maintenance programme - Maintenance department.
- Domestic issues / Neighbour disputes - Housing department
- If you wish to make a complaint about any aspect of the property management service speak to a member of staff of the appropriate department in the first instance.
- If you are not satisfied you should notify the manager of that department, in writing if possible, who will try to resolve your complaint.
- If you are still not satisfied you may request that the Association’s Management Committee hear your complaint and they will make a decision after having listened to all of the issues involved.
- Copies of the Association’s Complaints Procedure are available on request.
- There are provisions within most Deeds of Conditions for disputes to be settled by an independent body and anyone in receipt of services from the Association may also have recourse to the Public Services Ombudsman who may listen to your case.



If you would like to apply for membership of Dalmuir Park Housing Association please send the enclosed form together with your subscription of £1.00. This will entitle you to lifelong membership of the Association. Your application will be considered at the next management committee meeting and when it is accepted you will be issued with a share certificate.

Your £1.00 is treated as share capital and the certificate is recognition of your rights as a member to take part in all the general meetings of the Association. The issue of a share certificate does not commit you in any way to personal liability.

If you wish to find out more about the way the Association is run you can request a copy of the Rule Book by writing to.

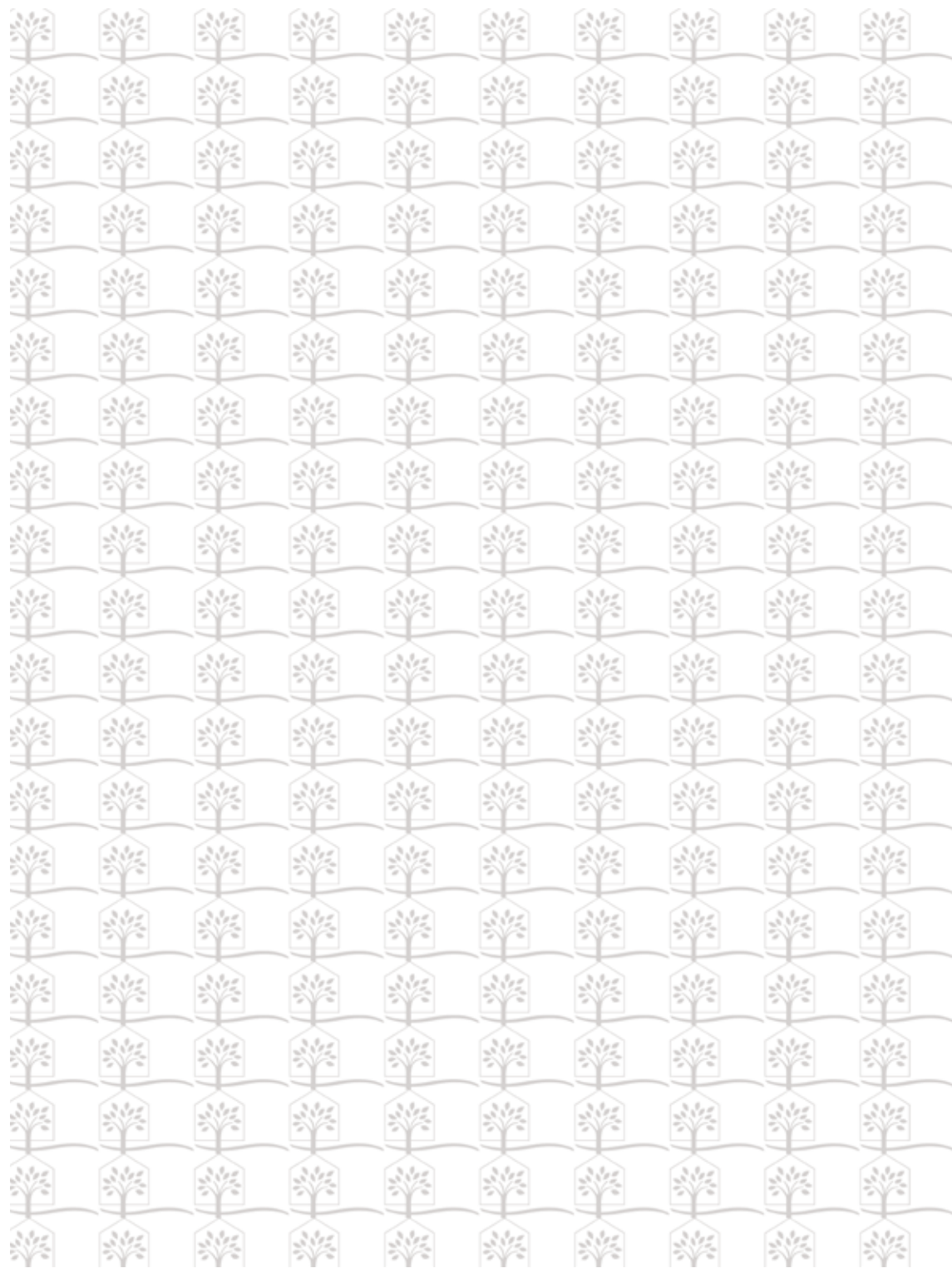
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