

Freedom Of Information Request Response



Ref No.	FOISA-2024-7
Date Received	11/09/2024
Title	Breakdown of factoring services

Request	<p>Hello. I would like a breakdown of all services you provide to my residence at [REDACTED]</p> <p>I would also like a copy of any contract you have with me saying I will pay you for maintaining your property.</p> <p>I would also like the amount of money you receive from North Ayrshire Council every year to maintain the grass edges and paths.</p>
Response	<p>We acknowledge your request for information under the Freedom of Information Scotland Act (FOISA), made on 11th September 2024 where you requested information regarding maintenance services.</p> <p>Riverside Scotland can confirm that it holds information relating to your request and provides the following responses in blue:</p> <ol style="list-style-type: none">1. I would like a breakdown of all services you provide to my residence – The Statement of Services Document attached provides the details of the services provided2. I would also like a copy of any contract you have with me saying I will pay you for maintaining your property. – There is no individual contract, however the Authority to Act is detailed in Section 3 of the attached document3. I would also like the amount of money you receive from North Ayrshire Council every year to maintain the grass edges and paths. – North Ayrshire Council do not provide us with any funds to maintain the area, this is relied on from factoring and Riverside Scotland's contribution on behalf of tenants <p>If you are dissatisfied with the handling of your request, you have the right to ask for an internal review. Internal review requests should be submitted within 40 days of the date of receipt of your original response and should be forwarded to: foi@riverside.org.uk</p> <p>However, if you are not content with the outcome of the internal review, you have the right to apply directly to the</p>

Scottish Information Commissioner for a decision via the following details:

Email

enquiries@itspublicknowledge.info

Post

Scottish Information Commissioner
Kinburn Castle
Doubledykes Road
St Andrews
Fife
KY16 9DS

Telephone

01334 464610

Kind regards,

FOI Team
The Riverside Group

THE FACTORING (SCOTLAND) ACT 2011

WRITTEN STATEMENT OF SERVICES



PENNYBURN PHASE 3

Incorporating:

Culzean Place: 1-90
Glenapp Place: 1-169
Sundrum Place: 1-194
Cambusdoon Place: 1-159
Skelmorlie Place: 1-99
Coodham Place: 1-63

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1. Introduction to the Association

Our Vision

Our overall vision is, **‘transforming lives, revitalising neighbourhoods’**

Background Information

Irvine Housing Association is a non-profit making Housing Association established in 1993, registered with, and monitored by, the Scottish Housing Regulator. It is a registered Industrial & Provident Society and a registered Scottish Charity No. SC042251.

Irvine Housing Association owns and manages over 2,000 properties in North Ayrshire, East Ayrshire and Dumfries & Galloway, including new build developments in all three areas.

In October 2011, Irvine Housing Association became a subsidiary of The Riverside Group. Since joining Riverside the Association has expanded its services dedicated to supporting customers, undertaken a new build development project on the Isle of Arran and invested in regenerating and upgrading properties in its existing communities.

As required under the Property Factor Scotland Act the Association is a registered Property Factor. Property Factor Registration Number: PF000112.

In March 2013, Irvine Housing Association was announced as the highest rated not-for-profit organisation in Scotland in The Sunday Times Best Companies to Work For.

We have a strong reputation for engaging with our tenants and our communities. We have many opportunities for you to be involved in the work that we do to ensure that the services we provide are the right services for your local community. If you would like to find out more about working with us, please contact the Community Involvement Team on 0345 112 6600.

2. Our Factoring Service

The aim of the Factoring Service is to provide a simple cost-effective way of working with homeowners to ensure that areas of common responsibility are well maintained and remain an asset to us all.

Together we have a shared responsibility to maintain the common areas. This means that we all pay a share of any common repairs, lighting and grounds maintenance required.

3. Authority to Act

Irvine Housing Association is the property factor of the maintained property/land as set out in the title deeds to the larger estate of which each homeowner's property forms part, namely the Deed of Conditions by Irvine Development Corporation recorded 15 July 1980. Under this deed the Association has the right to act as factor until such time as it has sold all of its owned properties within the relevant factored area.

Your title deeds define the basis for determining the factoring charges to be applied. In Pennyburn there are different title deeds in place covering the owned properties in phases 1 and 2 and those in phase 3. Charges may vary depending on the detail contained within the deeds and the extent of the factored area within which your property is located. In practice this means that each square in phase 1 and 2 has 30 properties contributing to the factoring costs incurred for a relatively small factored area. On the other hand in phase 3 there are 680 properties contributing to the factoring costs incurred for a much larger area.

Your solicitors should have discussed these matters with you when you bought your home. The Association does not hold copies of your title deeds. You can obtain a copy from your lender or the Registers of Scotland.

4. Property/Land Covered by the Factoring Service

The maintained property/land is used for the purposes of public amenity/recreation, access/exit and car parking and can be more fully described as follows:

Common landscape (e.g. planted areas, grass and trees), unadopted hard paving/drains/lighting (e.g. car parks, paths, block paving, kerbing, road/footpath gulleys and street lighting) and Play Areas (e.g. play equipment, surfacing and kerbing). A plan/map of the maintained land has been included in schedule 1.

As factor, Irvine Housing Association will carry out certain works in respect of the maintained property/land. As a homeowner, and by virtue of the requirement to contribute to the cost of management/maintenance within your title deeds, you shall be responsible for reimbursing Irvine Housing Association for certain costs, as set out in Section 6 below.

5. Services Provided

The following core/additional services will be provided as appropriate by Irvine Housing Association with regard to the maintained property/land:

5.1 Core Services

Service	Service Details
Service Management and Administration	<ul style="list-style-type: none"> • Procurement of the required works and services contracts • Appointment of Contractors • Arrange and manage the maintenance,
	<ul style="list-style-type: none"> • repair and upkeep of the maintained property/land • Preparing and issuing factoring accounts at specified intervals • Invoicing of Factoring Charges • Recovery of outstanding debts • Monitoring and inspection of on-going/completed works and service delivery • Liaison with contractors including attendance at progress meetings • Administration of contractor invoices • Dealing with customer enquiries/complaints • Monitoring change of ownership and private letting of properties • Preparation and delivery of factoring letters, invoices, etc. • Communication with factored owners to notify of ad-hoc repairs/non-regular work and discuss proposed major non-urgent works (urgent works to ensure public safety and security may require to be carried out before discussion is possible)
Common Landscape Inspection/Maintenance	<ul style="list-style-type: none"> • Routine landscape maintenance e.g. grass cutting, shrub pruning, litter collection and weed control (see schedule 2 for full details of works and frequencies of visits) • Landscape refurbishment/renewal work • Routine inspection/survey of trees and woodland to confirm stability and arrange/carry out any required works • Removal of fly tipping
Unadopted Hard Paving/ Drains/ Lighting Inspection and Maintenance	<ul style="list-style-type: none"> • Monthly inspections of un-adopted hard paving, drains and lighting and arrange any required repairs in line with the Responsive Repairs Service • Payment of communal/external lighting charges • Tarmacadam resurfacing of unadopted carparks and paths

5.1 Core Services (cont.)

Service	Service Details
	<ul style="list-style-type: none"> Inspect, repair and ensure the continued performance of land drainage systems to alleviate flood water affecting maintained land or un-adopted paving Graffiti removal as required Weed control Sweeping of carpark areas
Play area inspection and maintenance	<ul style="list-style-type: none"> Weekly/monthly inspection of play areas Arrange any required repairs in line with the Responsive Repairs Service
Provision of a Responsive Repairs Service	<ul style="list-style-type: none"> The provision of a Responsive Repairs Service ensuring that all repairs to maintained land are carried out to a high standard and within defined priority timescales

5.2 Additional Services

The Association may provide services outwith the core services detailed above if these are requested and agreed by all owners within the factored area. The cost of such works will be notified to all owners prior to the works being carried out and divided in accordance with the arrangements set out in Section 6 below.

5.3 Responsive Repairs Service

The Association's responsive repairs service is available 24 hours a day and 365 days a year to allow for emergency repairs in relation to the internal/external communal areas and blocks, to be reported and carried out outwith normal office hours where necessary. The repairs service is not available for any repairs within owners properties.

The repairs service can be contacted by dialling our Customer Services Line on 0345 112 6600. A member of the Customer Services Team will prioritise your common repair into one of the following:

Priority	Response Timescale
0	These are emergency repairs which could be a risk to health and safety. Contractor will attend and make safe within 2 hrs.
1	Contractor to attend and repair or make safe within 24 hrs
2	Contractor to attend and repair within 5 working days
3	Contractor to attend and repair within 15 working days

Depending on the type/nature of a repair the Association may carry out a pre-inspection before issuing a works order. A percentage of repairs carried out will also be post inspected upon completion to confirm the standard of the contractors work.

5.4 Improvement and Investment Works

Major improvement or other investment works outwith the scope of the core services may be carried out by the Association. If the Association agrees to carry out additional works/services, or work which exceeds its delegated authority it will seek authorisation from all affected factored owners. The Association will only carry out such works when it has been paid in advance by all of the owners for the full amount of the estimated costs. Any reconciliation of cost during or following the completion of such works shall be made by the Association and notified in writing to owners. Any monies due to or by the Association following such reconciliation shall be paid in full by the relevant party or parties within 28 days of the written notification.

Following agreement by all owners, for an additional fee, the Association can provide professional services for the renewal, improvement or maintenance of common elements. In arranging these works the Association can provide:

- Feasibility studies, estimated costs, preparation of tender documents, planning and building warrant agreement and identification of available grant funding
- Report on tenders received, appointment of contractors and completed grant mandates
- Awarding and management of contracts

5.5 Procurement

All works and services are procured in line with the Association's Procurement Policy/Procedures, standing orders and financial regulations. Contracts are awarded on the basis of the best value for money.

Individual Conditions of Contract may allow for an annual percentage uplift of tendered contract rates. Such uplifts may be fixed for the duration of the contract or may require to be calculated annually based on uplift indices specified within the contract. The cost of any such uplift will be passed on to factored customers on the same basis specified within the title deeds.

5.6 Contractors/Sub-contractors

Contractors appointed to carry out works or services on behalf of the Association may be authorised from time to time to make use of sub-contractors. Where the use of sub-contractors is authorised, the principal contractor is responsible for ensuring that they are fully vetted and also retains full responsibility for the work activities carried out by a sub-contractor.

6. Financial and Charging Arrangements

6.1 Irvine Housing Association shall charge each homeowner an administration fee of 10% of the total cost of services provided.

The administration fee covers Irvine Housing Association's administrative and

management time and resources in respect of maintenance and repair of the common property/land. The fee shall be kept under review and may be increased or decreased, as appropriate, to ensure it reflects the actual management time and resources incurred by Irvine Housing Association.

- 6.2** 680 properties contribute to the cost of works on the maintained land. As such, you will be responsible for a 1/680 share.

In addition if a particular footpath within the estate exclusively serves one or more properties and the footpath has not been adopted by the local council the cost of maintaining that footpath will be shared amongst those particular properties. This will be dealt with on a case by case basis and you will be advised if this situation arises in relation to your property.

- 6.3** Irvine Housing Association shall issue hard copy invoices to homeowners on a quarterly basis in arrears for maintenance services undertaken on a cyclical basis plus administration costs. Invoices shall be issued within 28 days of the quarter end date namely: 30th June, 30th September, 31st December and 31st March each year. If you have any queries relating to the charges on your invoice please contact our office as soon as possible so that any queries can be resolved. Homeowners can make payment to Irvine Housing Association by any of the following methods:

- Cheque – made payable to Irvine Housing Association, write your name and property reference on the back and then hand in or post to your local office.
- Cash – you can make a cash payment with your Allpay swipecard at:
 - any post office
 - or any outlet with the Paypoint logo
- Direct Debit or Standing Order – please contact our Customer Services Team on 0345 112 6600 to set up payments.
- Debit or Credit Cards – you can make a debit or credit card payment by:
 - phoning your local office during opening hours
 - phoning Allpay on 0844 557 8321 with your Allpay number (the long number on the front of your Allpay swipecard) – have a pen and paper handy to note your payment receipt number
 - logging onto www.allpay.net – Click on ‘Make a Payment Online’ and follow the onscreen instructions. You will receive an email receipt for your payment.

- 6.4** Irvine Housing Association may instruct or undertake work beyond those deemed Core Services, from time to time. Please refer to section 5 above for description of additional services. Where Irvine Housing Association undertakes or instructs works for specific projects these will normally be invoiced in the next quarterly cycle following completion of the works. Irvine Housing Association will consult with homeowners where individual bills for a specific project are estimated to be in excess of £150. It may be necessary under some circumstances to collect costs in advance to ensure a project

can go ahead. Alternatively costs may be invoiced at set stages throughout the contract. This would be agreed with homeowners before any work commences.

In an emergency situation it may not always be possible to consult with owners in advance. Where any repair or defect requires to be addressed urgently for reasons of health and safety/security etc., Irvine Housing Association will arrange for works to be carried out and will inform you in writing about the work, and why it was deemed necessary to be carried out with such urgency.

- 6.5** If any homeowner fails to make payment to Irvine Housing Association in accordance with the Property Factoring Policy, Irvine Housing Association will use the legal provisions available, which may include raising a Small Claims Action or registering a Notice of Potential Liability for costs against the property. Any costs relating to the debt recovery process will be charged to the homeowner's factoring account.

It is very important that you contact us as soon as possible if you are having difficulty paying your bills so that we can discuss this with you and assist you in any way we can.

- 6.6** Irvine Housing Association does not operate a float for homeowners in your area. Should a homeowner sell their property the homeowner must advise Irvine Housing Association of that fact as soon as possible.

Upon Irvine Housing Association becoming aware of such a sale, Irvine Housing Association will as soon as practicable undertake a reconciliation of amounts due to Irvine Housing Association by the homeowner in relation to services prior to the date of sale, and any payments made by the homeowner in relation to such services and administration fees and will issue a final invoice to the homeowner, together with any refund in the event that the homeowner is in credit.

7. Communication/Enquiries/Complaints

- 7.1** Irvine Housing Association aims to minimise misunderstandings and complaints by engaging and consulting with homeowners on matters affecting them.

- 7.2** Please contact us if you have a complaint, concern, query or comment by email at complaints@irvineha.co.uk, in writing to 44-46 Bank Street, Irvine, KA12 0LP, by telephone on 0345 112 6600 or at our website www.irvineha.co.uk.

- 7.3** If homeowners wish to make a complaint about any aspect of Irvine Housing Association's Factoring Service, the complaints procedure is available on request or via the website. In accordance with the complaints procedure, Irvine Housing Association aims to deal with all enquiries or complaints received by letter, telephone or email within 5 working days. If Irvine Housing Association considers the matter to be serious enough to need a fuller investigation we will let the homeowner know. The timescale for dealing with an investigation is 20 working days.

- 7.4** If, on completion of the complaints procedure, any homeowner remains dissatisfied, the homeowner may apply to the Homeowner Housing Panel for a decision/outcome on their complaint.

8. Your Responsibilities as a Home Owner

As a homeowner you have shared responsibility for the maintenance and upkeep of the communal areas. As factor for the property, the Association will coordinate all works and services as detailed in section 5 above. It is your responsibility to ensure the following:

- You are legally obliged to have a current and appropriate buildings insurance policy.
- Non-resident property owners must provide the Association with current billing and contact details
- Where you are aware a communal area repair is needed, you should notify the Association as soon as possible
- You do not cause unreasonable noise or nuisance to your neighbours
- You allow access to Association staff and contractors where it is necessary for the purposes of carrying out an inspection or repair
- You do not physically or verbally abuse the Associations staff or contractors.

9. Selling Your Property

If you decide to sell your property you are required to advise potential purchasers of their responsibilities as a homeowner living in a mixed tenure development, and that a factoring service is in place. Please also ensure that your solicitor and/or estate agent notifies Irvine Housing Association of the date of sale, the new owners full name and address, the contact details of the new owners solicitor and your own new forwarding address.

10. Private Letting

If an owner privately lets their property, the property owner is liable for payment of the factoring charge. A tenancy agreement/lease will regulate the agreement in place between the owner of the property and their tenant however, any factoring sums due are payable by the owner of the property. In the event that a property is to be let we request that you provide written notice 4 weeks in advance of the property being let and include details of the names of the tenants, the start date of the tenancy and a contact address for you.

11. Data Protection

Irvine Housing Association is registered with the Information Commissioner and is subject to the provisions of the Data Protection Act (Scotland) 1998. The Association has a duty to process your information responsibly and the information you supply will only be used in connection with our factoring services. The Association will not pass on any information you supply to any other parties without your express agreement and will only store personal information for as long as required.

Please note that the Property Factors Act requires registered Property Factors to register the details of the properties factored on the Property Factors Register. This information is held in the public domain and is available to view.

12. Declaration of Interest

Irvine Housing Association is the sole heritable proprietor of the maintained land, and

as such, has a financial and ownership interest in the maintained land.

13. How to End the Arrangement

The defined property/land within the factored area is fully owned by the Association and as such, the Association cannot be removed from this role and/or a replacement factor appointed.

14. Factoring Documents/Information

The following factoring documents are linked to this Written Statement of Services:

- Property Factoring Policy
- Complaints Policy
- Repairs and Maintenance Policy

Copies of these documents can also be viewed on the Association's website and are also available on request by contacting the Association on 0345 112 6600.

Property Factors Scotland Act 2011 and Code of Conduct

The contents of the Act and Code of Conduct can be viewed at the following website:

<http://www.scotland.gov.uk/Topics/Built-Environment/Housing/privateowners/propertyfactors/2011Act>

The Housing and Property Chamber

Information on the Housing and Property Chamber can be viewed at the following website:

<https://www.housingandpropertychamber.scot>

You can also contact the Homeowners Housing Panel using the following contact details:

**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

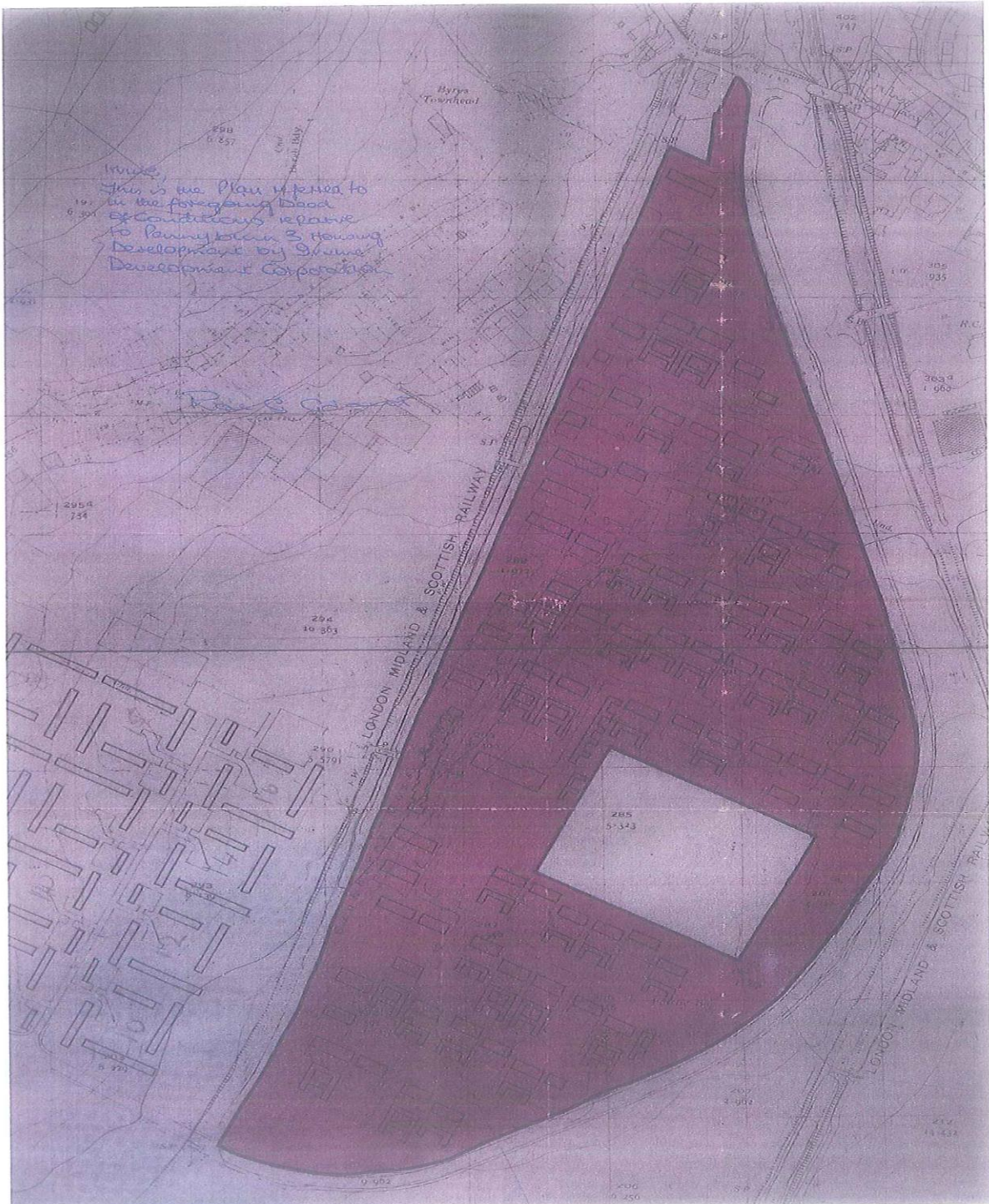
The Property Factors Register

The contents of the Property Factors Register can be viewed at the following web site:

<http://sedsh119.sedsh.gov.uk/PropertyFactorRegister/SearchResultAddresses.aspx>

15. Schedules

Schedule 1 – Maintained Property/Land



All common areas within the defined boundary are subject to the services detailed in Section 5 of this written statement.

Schedule 2 - Schedule of Works/Frequency of Visits

Item	Visits	Period
<u>Grass Maintenance</u>		
Cut grass including the trimming of edges and around obstacles	21	March - Oct
Treat grass edges/obstacle surrounds with herbicide	5	March - Oct
Cut grass edges with edging iron/spade	1	Oct - March
<u>Estate Border, Shrub & Tree Maintenance</u>		
Prune shrub beds/hedges (summer)	1	June - Sept
Prune shrub beds/hedges (winter)	1	Oct - Jan
Rake out, weed and cultivate SB's	1	Jan - March
Apply residual herbicide to shrub beds	1	April-May
Spot spray shrub beds with herbicide during the growing season	4	May - Oct
<u>Litter Collection</u>		
Litter collection in all areas	37	Jan- Dec
Litter collection at identified hotspots	104	Jan- Dec
<u>Footpaths and Other Paved Areas</u>		
Apply herbicide to hard standing and fence lines	5	April - Oct
Inspect/sweep play areas as specified	52	Jan- Dec
Carpark Sweeping	4	Jan- Dec