



**WILLIAMSBURGH**  
HOUSING ASSOCIATION LTD

## **Factoring Policy**

### **Revision History**

<b>Policy</b>	Factoring Policy
<b>Reviewer(s)</b>	Louise McDonald & Sam McNealey
<b>Committee Name</b>	Management
<b>Number and Date of Meeting</b>	559 <sup>th</sup> 11/02/2026
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## **1. Introduction**

The factoring service is a property management service provided by Williamsburgh Housing Association. The Association co-ordinates and carries out work on behalf of property owners, in respect of repairs, cyclical maintenance, insurance, management and administration.

The Association is a Registered Property Factor - Registration Number: PF000216. The Association is also a registered society under the Co-operative and Community Benefit Societies Act 2014 (1991RS) and a registered Scottish charity (SC035350).

## **2. Equal Opportunities**

The Association is committed to the principles of equal opportunities and good practice. In this regard, we acknowledge the Scottish Social Housing Charter Outcomes and Standards (Updated April 2017) : Outcome No. 1, Equalities, which states:

"every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services."

Whether relating to the way we provide services to customers, employ and support staff, or work with partners and stakeholders, we strive to ensure that all people we interact with are treated equally, irrespective of their sex or marital status, race, disability, age, sexual orientation, language or social origin, or other social attributes, including beliefs or opinions such as religious beliefs or political opinions.

This policy is designed to support fair treatment of factored owners.

### **3. Legislative Framework**

Each property has a legal document, the Title Deed, and often an associated document, the Deed of Conditions, which together impose conditions on the property to which it relates. Where the Title Deeds are incomplete or unworkable, the rules of the Tenement (Scotland) Act 2004 will come into play.

The Property Factors (Scotland) Act 2011 came into force on 1 October 2012. This legislation is designed to regulate the property factoring industry and provide increased protection for homeowners who receive factoring services.

It is now compulsory for all property factors in Scotland to register with the Scottish Government and adhere to the Code of Conduct.

In accordance with the above Act, the Association will:

- Maintain a registration as a Property Factor with the Scottish Government
- Submit Annual Returns to the Scottish Government and amend the Register of Factored properties and land in Scotland as appropriate
- Manage properties and land in accordance with the Code of Conduct for Property Factors

The Code of Conduct sets out the minimum standards of practice that the Association must follow as a property factor. Under the Code of Conduct, property factors must issue homeowners with a Written Statement, outlining the terms and conditions of the services provided and state their "authority to act" as factor.

## Scottish Social Housing Charter

### 2: Communication

Social landlords manage their businesses so that: tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

### 3: Participation

Social landlords manage their businesses so that: tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

### 6: Estate management, anti-social behaviour, neighbour nuisance and tenancy disputes.

Social landlords, working in partnership with other agencies, help to ensure that tenants and other customers live in well-maintained neighbourhoods where they feel safe.

### 13: Value for money

Social landlords manage all aspects of their businesses so that: tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

### 14 and 15: Rents and service charges

Social landlords set rents and service charges in consultation with their tenants and other customers so that a balance is struck between the level of services provided the cost of the services, and how far current and prospective tenants and other customers can afford them.

This relates to Factored Owners who receive service charges.

Other legislation which is relevant in the provision of a property management service includes:

- The Title Conditions (Scotland) Act 2003
- Tenements (Scotland) Act 2004
- The Data Protection Act 2018
- The Equality Act 2010
- Procurement Reform (Scotland) Act 2014
- Public Contracts (Scotland) Regulations 2015
- Procurement (Scotland) Regulations 2016
- The Guide to the Abolition of Feudal Tenure (Scotland) Act 2000
- Freedom of Information (Scotland) Act 2018

#### **4. Aims and Objectives**

The aim of the factoring service is to ensure that commonly owned parts are both satisfactorily maintained and adequately insured (where applicable) and the full costs involved are recovered. The Association will only seek to recover actual costs incurred in delivering a factoring service to owners and will set owners' charges at a level that will avoid any significant financial losses or financial surpluses as a result of factoring activities.

In the provision of a factoring service, the Association will:

- Provide a Written Statement of Services.
- Carry out repairs and maintenance to common areas.
- Management of services.
- Arranging adequate buildings insurance cover (where applicable).
- Provide advice and information.
- Issue factoring invoices.
- Ensure we are registered with the Scottish Government as a Property Factor and maintain this registration, as required.
- Comply with the Code of Conduct (Property Factors (Scotland) Act 2011).
- Comply with all other relevant legislation and apply good practice in all our activities.
- Provide a high quality factoring service, communicating and liaising closely with homeowners and representatives.
- Consult with owners and arrange owners' meetings as required.
- Ensure we are accountable and open when resolving disputes with homeowners.
- Have transparent accounting practices and can demonstrate our Management Fee is sufficient to cover our costs of providing the service.
- Debt collection and arrears management. Maximise the recovery of monies owed by homeowners to minimise arrears and bad debts.

- Have sufficiently skilled and trained staff to enable us to deliver the service.
- To provide value for money in our property maintenance services.
- To ensure that the Association has in place effective and robust financial and administrative systems and controls.
- To ensure that residents find it easy to communicate with us and get the information they need about us, including how and why we make decisions and the services we provide.
- To ensure that residents feel able to influence our decisions at a level they are comfortable with.
- To provide value for money in our housing management services.
- Provide clear information to owners about the Factoring Service.
- Encourage owners to participate in the Factoring process and in decisions that affect their property.

The Association will provide a Factoring Service where:

- We are appointed by the Title Documents as Factor
- Where a majority of owners vote to appoint the Association as Factor (where the Association is in agreement and have an interest in the building).

## **5. Service Provision**

### **Inspections**

Surveys of common areas are undertaken prior to programmes of planned works being implemented. Consultants acting on our behalf may be secured to survey common areas to inform programmes. Survey information will be made available to owners on request.

In relation to reactive repairs to common parts, pre-inspections will be carried out, as required, in order to accurately determine the work that is necessary to complete a repair. Repairs will be selected for inspection in accordance with the Association's separate procedures on this point.

### **Monitoring Works**

Arranging and overseeing the maintenance, repair, renewal and authorised improvements to development and block common parts.

## **Cyclical and Planned Maintenance**

Undertaking a programme of cyclical and planned maintenance which will be determined by stock condition survey information, component replacement life cycles and cyclical works required to maintain the condition of building elements.

## **Authority to Carry Out Works in Excess of Factors Delegated Authority**

Obtaining authority from owners to carry out works in excess of the Factor's delegated authority.

## **Provision of Information**

- Providing owners with information about the factoring service.
- Updating our website and social media with information of interest and relevance to owners.
- Issuing newsletters including any relevant content to owners.
- Providing clear information to owners to allow for better understanding of future maintenance plans and increased transparency on charges.
- Providing feedback and results from Customer Satisfaction Surveys.

## **6 The Factoring Service**

To provide an effective management and administration service to owners, the Association will:

- Maintain records in respect of each block of flats and individual dwellings.
- Record the cost of repairs and other charges for the common parts of the block and the development.
- Apportion the charges for repairs, cyclical maintenance and other services.
- Issue accounts to owners and pursue payment for sums of money due to the Association.
- Deal with enquiries relating to management arrangements and accounts which are issued.
- Advise and consult as appropriate with owners over major repairs, cyclical maintenance and planned maintenance.

## **Responsibility & Coordination**

The Factoring Officer has the primary responsibility for the factoring service within the Association, reporting to the Housing Manager.

## Management Fee

The Association will review its management fee at the start of each calendar year, taking account of the expenditure incurred in providing the factoring service. The proposed revised charge will, thereafter, be presented for the Management Committee's approval. The relevant revised charges will be invoiced from the first quarter of the next financial year, with all homeowners being notified in advance of any changes to charges.

Homeowners who participate in the direct debit discount scheme will receive a 5% discount on the management fee element of quarterly factoring invoices, where a clear account is maintained.

## Service Charges

Each homeowner will be charged an appropriate share of the actual costs incurred in the provision of any service e.g. electricity consumed by door entry system.

Additional service charges will be applied if properties participate in close cleaning or landscape maintenance schemes.

The Association may withdraw certain services from homeowners whose accounts are in arrears.

## Insurance

The Association will ensure that a block policy is arranged and will also decide upon the insurer. Guidance from the insurer is taken with regard to the level of cover required for full re-instatement of properties.

All homeowners will be encouraged to take advantage of the Association's buildings insurance policy. Buildings insurance will automatically be arranged for and charged to new homeowners, unless details of cover are provided. Checks will be carried out, on the policy anniversary, to ensure homeowners with their own buildings insurance are adequately insured. Homeowners who do not provide details of their insurance will be included within the Association's policy and charged accordingly.

Premiums will be reviewed on an annual basis. Homeowners will be unable to access the policy if the appropriate premiums are unpaid.

Contents insurance is not offered by the Association and homeowners will require to make their own arrangements in this regard.

## Claims

Insurance claims relating to the common parts of a building will be administered by the Association. Homeowners wishing to make a claim for damage to items covered by buildings insurance e.g. sanitary fittings, water ingress damage to internal walls or ceilings, should make their claim directly to the insurers.

## Costs

Factoring invoices will be issued on a quarterly basis for the periods April – June; July – September; October – December and January - March and will comprise of the following:

- Management Fee
- Service Charges
- Buildings Insurance Premium (if applicable)
- Appropriate share of any repairs/maintenance work carried out
- Collection Fee (if details have been passed to Sheriff Officer as detailed in the Debt Recovery Section)
- Appropriate fees relating to consultants acting on our behalf required to facilitate programmes of work relating to common areas of the building

All charges will be in advance, with the exception of the appropriate share(s) of any reactive repairs and cyclical services delivered. Programmes of Planned Maintenance work may be charged in advance of works being delivered. Any relevant contractors' invoices will be made available on request, subject to certain conditions as detailed in Section 8.

## Payments

Invoices will be payable within 14 days, if not paying by quarterly or monthly direct debit. Homeowners are encouraged to pay by direct debit. Those who participate in the direct debit scheme, who have a clear account, will receive a 5% discount on the management fee element of quarterly factoring invoices.

## Debt Recovery

The Association will adopt a reasonable approach to ensure that arrears are minimised and outstanding debts are recovered.

Factoring invoices are payable within 14 days.

The Association employs a benefits advisor who can offer free debt advice and assist with any benefits entitlement or make recommendations to other free agencies who would be able to assist.

Where accounts are not settled timeously, or a satisfactory arrangement agreed to clear sums due, action will be instigated, in accordance with our debt recovery procedure, which is available, on request, or on our website.

We also employ the services of a Sheriff Officer to recover unpaid monies. Where we require to use this service, all costs incurred will be recharged.

## Sale of Property

An administration fee will be passed on to a selling owner prior to the final invoice being issued and must be paid in advance of any documentation being issued. This charge is necessary due to the demands placed on the Association by solicitors seeking information in relation to the ownership of the property, outstanding fees/works, apportionment of costs and details of improvements to the property. We aim to respond within 10 working days to any notifications of sales.

Rates for the selling administration fee will be reviewed annually, with all homeowners being notified of any increased charges.

The undernoted documentation will be covered by this cost:

- Building Warrant
- Planning Permission
- Completion Certificate
- Rot Guarantee

## Takeover of Responsibility for Factoring

The Association will consider requests from properties where we have an interest (i.e. own at least one flat) and on the basis of the provisions contained within the title deeds for the property (i.e. unanimous or majority agreement).

Once we have agreement as detailed above, the Maintenance Manager will inspect the property with a view to identifying any works required. A meeting for all homeowners will be arranged, to discuss all aspects of the factoring service (possible works, payments, insurance, etc.) and agree a date for takeover. If applicable, the present factor will be notified of takeover, giving not less than 3 months' notice. Thereafter, the appropriate procedures for new owners will be followed.

## Changing Factor

We believe we offer value for money and a professional service and hope residents choose to stay with us as the most efficient and effective property management option.

If, however, residents want to consider changing factor, this is usually a straightforward process, generally arranged by a majority of owners within a property. The following steps should be taken:

- Arrange a meeting of all of the owners to discuss the options
- Vote on the choice of factor
- If a new factor is appointed, agree a date when the management responsibilities, including buildings insurance, should be passed over
- Inform us giving not less than three months prior notice in writing

We will co-operate with any potential new property factors to assist with a smooth transition. This includes sharing information (subject to data protection legislation) and any other implications for homeowners.

Further information is provided within the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004.

## **7. Repairs**

### **Common Repairs**

Contractors approved to work for the Association's will carry out repairs and maintenance.

Repairs will be categorised and given the following response time:

- Emergency – 2 hours
- Urgent – 48 hours
- Routine – 10 working days

Repairs/maintenance costing less than the Factor's delegated level of financial authority per property will be instructed without reference to the owners. Where urgent works are identified that are required to prevent damage, or are deemed to be a risk to health and safety, and where there is not time for the Association to use the normal channels of consultation we will instruct the contractor to proceed. The Association will invoice the owners at the quarterly invoicing period.

The Association, its authorised representatives and contractors will have right of access to the whole property including individual houses where this is required for inspection; or to effect a repair to common parts or services; or to prevent damage to the property or a neighbouring property. Three days' notice will normally be given in these circumstances. In emergencies same day access may be required (i.e. escape of water which affects another property).

Contractors shall be appointed by the Association as set out in the Association's Procurement Policy. The Association appoints contractors on the basis of their ability to provide a value for money repairs service and receives no fees or commission from contractors.

Owners will have the same opportunity to comment on the Association's reactive maintenance service as tenants e.g. through tenant satisfaction or other surveys.

We will publish details of our investment plan, and indicate investment proposals for years beyond the current financial year, including investment which owners may participate in. Plans will be subject to change, dependant on stock condition, financial resources of the Association and owners agreement to planned or non-essential works.

We will ensure, through inspection, that our contractors complete landscape maintenance, and stair and window cleaning as specified and that these services continue to deliver good value for money.

Common repairs should be reported to the Association's office as soon as possible to avoid any escalation or further deterioration of the repair.

Telephone: 0141 887 8613. Email: [CST@Williamsburghha.co.uk](mailto:CST@Williamsburghha.co.uk)

The repairs will be carried out by the Association's own approved contractors within the Association's specified repairs response times. Individual repairs to the property (which do not form part of common property) will be the responsibility of each homeowner.

Each homeowner will be charged a share of any common repairs as determined by their Title Deed and/or Deed of Conditions.

Conditions may cover permitted uses and the management, maintenance, insurance, repair and improvement of the Common Property. (Refer to Rechargeable Repairs Policy).

We will either be named as factor in the title deeds, have been appointed as factor by a majority of the homeowners in the building, or were already the factor for the property at the time you bought your property.

Your solicitor should have discussed your title deeds with you when you bought your home. You can access a copy from Registers of Scotland (who will charge for the service). You can contact them as follows: -

Website: [www.ros.gov.uk/](http://www.ros.gov.uk/) Telephone: 0800 169 9391

WHA has the delegated authority of the owners to instruct and carry out repairs and maintenance works in relation to the Common Property. Where the cost exceeds the agreed amount as per our Written Statement of Service, we will write to all owners in order to obtain the agreement of the majority, prior to works commencing. Where urgent works are identified that are required to prevent damage, or are deemed to be a risk to health and safety, and where there is not time for the Association to use the normal channels of consultation, we will instruct the contractor to proceed.

The common parts of the building, which we manage and maintain on your behalf will be described in your title deeds, can include but are not limited to:

- Roof including the hatch
- Foundations and outside walls
- Drains, soil and rainwater pipes
- Gutters
- Chimney heads
- Front and back doors including controlled entry system
- Common Area Windows
- Stairs, landings and bannisters
- Water tank (common)
- Back courts and bin stores

### **Cyclical Maintenance**

In order to maintain the fabric of all improved properties, the Association will undertake cyclical maintenance to the common areas e.g. gutter cleaning, close painting etc. The Association will seek tenders for the work and advise homeowners of the nature of the work and their share.

### **Planned Maintenance**

Planned maintenance involves replacing certain elements of the property which have reached the end of their economic life, for example, the replacement of close windows, doors and gutters. Component life cycles are determined by WHA's Asset Management Strategy. Tenders for the work are obtained to ensure value for money.

### **Emergency Repairs**

Emergencies are defined as circumstances or situations which are considered dangerous or seriously detrimental to the safety of the property or persons. Emergency repairs, which arise within office hours, should be reported immediately to the Association. Those arising out with office hours should be notified to the Associations approved out of hour's contractors, contact details being provided on the Association's answering machine/website. The Association reserves the right to instruct emergency work without recourse to the owners.

## **8. Consultation, Liaison & Information**

To comply with conditions contained within Section 1 of the Code of Conduct (Property Factors (Scotland) Act 2011), each homeowner who receives factoring services from the Association will be provided with a Written Statement of Services which sets out:

- the basis on which and a description of the services provided
- how the services are provided and any standards that apply
- how the service costs are paid for by owners and debt recovery procedures
- the procedures for dealing with complaints
- where appropriate, how the service may be ended

In addition, the Association will ensure that appropriate information on the factoring service is issued to homeowners in a variety of ways, including separate letters and items in the Association's regular newsletter and on the website. Specific information may also be provided to homeowners, on request e.g. copies of contractors' invoices or previous factoring invoices. An admin charge may be applied where requests for copy invoices are not related to the current charging period, as per the Written Statement of Service.

The Association will consult and liaise with homeowners as required on repairs or maintenance work.

The Association will arrange meetings regarding factoring services with homeowners, as required, or in response to a request.

## **9. Monitoring and Reporting**

The Management Committee will receive quarterly reports on:

- Factoring Arrears

The following will be reviewed by the Committee on an annual basis:

- Management Fee, Selling Administration Fee

## **10. Appeals/Complaints**

The Association aims to minimise instances of poor communication and complaints by engaging and consulting with homeowners, on matters affecting them.

If a homeowner wishes to make a complaint about any aspect of the Association's service as a property factor, our complaints policy is available, on request or on our website. Complaints will be dealt with in accordance with our Complaints Handling Policy.

If, on completion of the complaints procedure, a homeowner remains dissatisfied, they may redirect their complaint to the First-tier Tribunal for Scotland Housing and Property Chamber (FTT).

## **11. Review**

This policy will be reviewed every 3 years.