



Common Building Repairs and Investment Works

What does it mean for you as a
property owner?

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INTRODUCTION

- The purpose of this leaflet is to provide you as a homeowner with general information to help you understand the processes involved with instructing **common repairs** to your home.
- This leaflet was launched at our 2017 Owners Conference and is reviewed to shape feedback we receive in relation to the services we provide.
- Glasgow West Enterprises (GWEn) as your Factor, will, from time to time, identify common repairs or investment works required to address a current issue or to protect the building fabric for the future. Likewise if there are works that you consider are required, you should discuss this with us.
- Every project is unique and it may be that this overview leaflet includes detail that will not apply to your specific works. Project specific & relevant information will be provided as applicable at the time.
- If any common repairs exceed £200 per property within a block, your Factoring Team will refer to the Title Deeds relevant to your home to confirm the legally stipulated guidelines that must be followed to call an owners meeting and decide on how to progress with required works.
- Please refer to Frequently Asked Questions for further information or call the Factoring Team as soon as possible for advice if you have a query that is not answered in this leaflet.

CONTRACTUAL ARRANGEMENTS

- GWHA is GWEn's nominated procuring entity for common repairs and services. The Procurement Notices will stipulate that where works are being procured on behalf of homeowners, it will be GWEn that will sign the contract on behalf of homeowners.
- Depending on the nature of the works, a "Community Benefit" clause may be incorporated.

ABOUT GWEn

Glasgow West Enterprise Limited (GWEn) was established in 2010. It is a subsidiary of Glasgow West Housing Association (GWHA), set up to enable a wider service provision including Factoring Service, and as a means of protecting the charitable status of GWHA.

We Factor in the region of 160 closes, comprising approximately 1500 GWHA owned properties and just under 600 privately owned Domestic or Commercial units.

GWEn's role as Factor is to provide services on behalf of all owners to the common areas of buildings. This includes common area repairs, maintenance, services, cyclical works. As outlined in this leaflet it can also include larger scale Investments Projects.

We are a formally registered Property Factor in line with the Property Factors (Scotland) Act 2011, observing the Code of Conduct for Property Factors. Our obligations and commitment to you are further outlined in our Written Statement of Services (WSOS).

ABOUT GWHA

GWHA is a Registered Social Landlord and also a registered charity that owns in the region of 1500 homes.

GWHA's rental income is the lifeblood of the association and a primary revenue source for planned maintenance, cyclical works, reactive repairs, & investment works in properties owned by GWHA.

All collaborative investment with you as a private owner in the common areas of your home is funded by rental income. GWHA recognise the need for essential investment to protect the jointly owned building fabric and wider community regeneration.

FAQ'S & DEFINITIONS

What are Deeds of Conditions?

This a document usually drawn up by a Solicitor and is unique to every property/common area. It sets out the legal responsibilities of all homeowners in a building and outlines procedures to be followed to allow Repair Works.

Linked Account: This is a standalone account from your factoring account. It is solely for payment of works.

How is my share of common works determined?

Your share is dictated by the Deeds Of Conditions for your property.

How many votes do I have?:

This is set by the Deeds of Conditions, usually 1 vote per property.

What is a Quorate/Quorum?:

This is the required attendance for the meeting to proceed.

Voting Mechanism: You will be asked to vote at the end of the meeting, or via Mandate. The number of votes cast "in favour" or "against" will determine whether the works proceed.

What is a Mandate:

A Mandate will be included in our letter of invitation to the meeting. The Mandate enables you to vote if you are not able to attend the meeting.

Notice of Potential Liability

We will apply a NOPL to your property as means of ensuring that monies are recovered for the works. We will ensure the NOPL is lifted when all sums are paid.

Will I need to move out ?

We will notify you as soon as possible if you need to move out of your home. This will be determined by the scope of the works.

We will offer assistance where we can, however, it is your responsibility to find alternative rehousing and to meet all costs associated with your move.

When do I have to pay for the Works?

We encourage you to commence payments as soon as you are aware that works are required and our staff will be happy to discuss this with you. Our payment terms are 14 days from Invoice.

MOA: Minute of Agreement: The MOA sets out our respective responsibilities for the project.



PRE MEETING

- Larger scale repairs are typically identified through property inspection, or are required as a follow up to an initial repair. A Property Services Officer will visit the site and assess the works required.
- In line with our statutory obligations and our internal procurement policies we will explore the best strategy for obtaining prices from appropriately skilled contractors to complete the works. Further information on our procurement is available GW website- Options include:
 - directly awarding the works contract based on review of quotations, or
 - developing a full tender for the works.

The best strategy will be informed in part by the anticipated value of the works.

- We will invite you to a meeting to discuss these matters. The invitation will include information on the nature of the works, an Agenda outlining topics to be discussed, and a mandate should you wish to vote by post.
- All owners with a responsibility for common repairs will be invited to the meeting. We will usually give 7 days notice, unless specifically stipulated otherwise by the Deed of Conditions for your property.
- The meeting will be attended by a Factoring Officer from G Wen, and a Projects Officer from G WHA (Glasgow West Housing Association).



PRE MEETING

- If you are unable to attend the meeting, the other options available to you will be detailed in our invitation:
 - you can appoint someone to attend on your behalf.
 - you can vote by returning the mandate .

Why should You Attend?

- It is important that you consider what the outcome could mean for you.
- To record your vote.
- Results from the meeting are legally binding. Once the meeting has been closed the vote is final.
- This is the chance for you to have your say, and ask any questions you may have. You can also put the question in writing in advance if you wish to do so.
- Where GWHA owns properties in the close, a representative may be appointed to attend on their behalf. Alternatively GWHA may vote by mandate.
- All votes by mandate will be counted at the meeting .



First-tier Tribunal for Scotland (Housing and Property Chamber)

We aim to get things right first time however, we recognise that there may be occasions where our service falls short of your expectations. If this is the case, please give us the opportunity to put things right.

Our Complaints Handling Procedure (available from our office & website) reflects our commitment to valuing complaints and it seeks to resolve dissatisfaction as close as possible to the point of service delivery. In all instances we commit to conduct thorough, impartial and fair investigations so that, where appropriate, we can make evidence-based decisions on the facts of the case.

Once our internal process has been completed, you are entitled to request a final review by the First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly known as the Homeowner Housing Panel (HOHP)).

The First-tier Tribunal is an independent group appointed by the Scottish Government to review complaints against property factors. The contact details are available at www.housingandpropertychamber.scot/



Arbitration

If there are any disputes or disagreements about the deed of conditions, involving you and us, or the other owners, you can refer this to an appointed arbiter (an independent person appointed to settle certain disputes). The arbiter, whose decision is final, is defined by the Deeds of conditions and/or or the works MOA

POTENTIAL FUNDING ASSISTANCE

Glasgow City Council Grant Funding

- Some common larger scale repair works may be eligible for Grant Funding from Glasgow City Council.
- You could be eligible for Grant Funding support to help pay for your share of the eligible works.
- As part of early project development, we will liaise with Glasgow City Council to establish if Grant Funding is available and we will inform you prior to works commencing.
- It is your responsibility to submit the relevant application forms. Once you have done so we will liaise with Glasgow City Council on your behalf.
- An admin fee is payable to Glasgow City Council which is deducted from any Grant award, the fee is means tested and subject to Glasgow City Council's Terms & Conditions.
- Through the works MOA, you will be authorising GWEn to act on your behalf in the administration of grant funding.



AT THE MEETING

- The Deeds of Condition specific to your property will define the minimum number of owners required to enable the meeting to progress on the night as planned. Owners represented at the meeting and by mandate will be counted. If the minimum number is achieved the meeting is considered "Quorate" and will proceed.
- The owners at the meeting will appoint a chairperson. GWEn, as Factor will volunteer to chair the meeting.
- The Projects Team will discuss the proposed scope of works and discuss the anticipated project costs. This may include reports, photographs, and drawings for the works where available.
- You will have the opportunity at the meeting to ask any questions you have in relation to the works. If your questions are personal to your circumstances, we would ask that you arrange a separate meeting with our Team, in advance if possible.
- In some instances it may be possible for you to request reasonable variations to the scope of works. Any such requests must be made in writing to GWEn.
- Once the business has been discussed and questions have been answered, we will ask you to vote either "in favour" or "against" the proposal.
- Votes by mandate will also be counted. The chairperson will have the casting vote in the event that the counted vote outcome is equal.
- After a summary statement by the Factoring Officer, the meeting will close.



POST MEETING

- You will receive a copy of the minutes of the meeting for your records.
- If the vote was “**not in favour**” of the works, then no further action will take place and the minutes of the meeting will reflect this outcome.
- If there is a vote “**in favour**”, when we write to you we will outline the next stages in the process and outline a timescale for advancing the works.
- On larger scale projects we will confirm our proposed communication strategy with you and will confirm the procurement process agreed at the meeting.
- If a tender is required, a further meeting may be necessary to confirm approval from owners to appoint the successful contractor.
- In the event that a project proceeds to the stage of ingathering tender cost information and subsequently fails to progress due to the outcome of a subsequent owners meeting vote, an administrative charge will be applied to your Factoring Account .
- Where works are proceeding, we will ask you to sign a Minute of Agreement (MOA) that confirms our respective responsibilities.
- In line with our Written Statement of Services, any Management and Coordination charges applied by GWEn and specific to the works project will be outlined in your project information packs and discussed at relevant owners meetings. GWEn’s charge will be abated by 50% where the Invoice is settled within our payment terms and/or where an agreed repayment arrangement is adhered to. GWEn’s decision in this matter will be final.

YOUR COSTS

- Common Repairs and Investment Works can be expensive and situations can arise without warning. We ask that when works are first identified you make plans with respect to paying for your share of the cost. Our payment terms are 14 days from when we issue the Invoice to you.
 - Through the MOA, you will be authorising GWEn to instruct necessary variations to the works contract. Where these variations have significant cost implications, we will contact you to confirm the revised projected costs.
 - In all instances of large scale Common Repairs and Investment we will encourage you to start making payments before works commence into a specific project account that will be set up for you. You should contact us at the earliest opportunity if this is of interest to you.
 - After the Invoice for your share of the works cost is issued, there will be limited scope for a repayment arrangement to be established, unless you have already
 - (a) entered into a works MOA with us, and
 - (b) have commenced payment in advance.
- Where a repayment arrangement is agreed with you, this will be at our absolute discretion. It will be dependant on the nature of the project and for an absolute maximum of 12 payments/12 months.
- In the event of default on payment, debt recovery processes will be followed.

