



Summary of Factoring Services for Flats

Bellsmyre Housing Association is the Property Factor (registration number PF000266) acting for and on behalf of all dwellinghouse owners within the Bellsmyre and Aitkenbar development/estate which your property forms part. The Association acts as your Property Factor in accordance with custom and practice or in accordance with the Tenements (Scotland) Act 2004 as applicable.

Bellsmyre Housing Association was appointed as Factor by Scottish Homes following the stock transfer of all the rented homes in August 1997 to the Association.

What Factoring Services do I receive as a flat owner?

1. Maintenance of Non Adopted Land (applies all properties within the Bellsmyre and Aitkenbar estates)

Bellsmyre Housing Association, as your Factor, arranges for the inspection and maintenance of common open landscaped areas, non-adopted pathways, stairs and car parking areas (rear of Howatshaws Road and top of Bellsmyre Avenue) within the estate for which each owner has a shared responsibility to maintain and repair. These areas are not maintained by West Dunbartonshire Council.

These areas include the stairways from 25/ 27 Merkins Avenue to Bellsmyre Avenue, Langlands Terrace (at numbers 75/77 and 31/33) to Carman View, 103/105 Langlands Terrace to Bellsmyre Avenue, 59/ 61 Bellsmyre Avenue to Valeview Terrace. Also various footpaths to the front of buildings such as the flats at 1 - 9 St Andrews Brae, 16 – 34 Valeview Terrace, 87 - 97 Bellsmyre Avenue and houses at 29 - 65 Carman View. The Association arrange for these areas to be litter picked, sprayed with weed killer and any necessary repairs to keep the pathways in a good state to prevent accidents. We also trim back bushes and hedging which overhang the footpaths and stair ways and hinder access.

The Association employs a Caretaking team who undertake grass cutting, hedge and shrub trimming and associated landscape works in the non-adopted areas.

Each householder pays a charge for this service (currently £28.62 per six month period 2018/19 figures). The costs of any repairs or maintenance required for the non-adopted areas are split equally between all the householders within the estate.

2. Repairs to Common Parts of the Block – the Association will undertake repair work and maintenance to common parts of your flatted block including the roof, rain water conductors, exterior wall, common stairwell, close entry doors, stair lighting system, communal door entry system (where fitted), and shared footpaths within the boundary for your block.

For most closes within the Bellsmyre and Aitkenbar estates, there is a delegated repairs authority given to the Factor of £250 per flatted property. For example this means that the Factor can instruct work up to the value of £1500 (for a block with 6 flats) to repair, maintain or renew existing common parts of the building without reference to owners. Please refer to your property title for the conditions that apply to your property.



Above this threshold, the Association as Factor, will consult with owners except where it is deemed the required repair is of an Emergency or Urgent nature (i.e. to keep the building wind and watertight or where there is a significant Health & Safety risk). The Association will notify owners as quickly as possible of such repairs and the expected cost. Otherwise owners within the respective block would need to approve the proposed repairs or maintenance by majority vote.

3. Apportionment of Service and Utility Costs – the Association will process electricity invoices for stair lighting and trace heating and apportion costs between owners based on the property title. This will also apply where stair cleaning services are provided.

4. Block Buildings Insurance Policy- the Association will arrange for a buildings insurance policy to cover the common parts of the building, the owner's property and any fixtures therein (i.e. bathroom suite etc) against fire, lightning, explosion, flood, storm, water escape, strike, riot or civil commotion, malicious or accidental damage, subsidence, damage due to impact from vehicle or flying object. A summary of cover detailing all insured perils, the exclusions from the policy and any excess applying to a particular claim is available on request. This block insurance policy will not apply where an owner has opted out of the block policy.

2018/19 – The policy is held with Protector Insurance with an annual premium of £34.55 per flat (covering the period 01.04.18 to 31.03.19)

Each owner, tenant or resident will need to obtain a Contents Insurance Policy to cover their own personal effects, furniture, floor and window coverings, televisions, computers and other household appliances etc.

5. Improvement of Common Parts of the Building.

The Association is undertaking significant investment in its stock and will consult with owners where there are proposals to undertake improvements or costly renewals (i.e. roof replacement). Detailed investment programme has been developed by the Association. Work will be authorised by owners following meetings and a vote in line with the respective property title.

Improvements to a building (such as an installation of a door entry system where there is not one presently) will need to be approved by each owner within the block*.

* applies to many blocks within Bellsmyre though there are a few variations depending on the respective property titles

5. Redecoration of Common Parts

Owners can agree to have the close stairwell and other common parts of the building redecorated subject to a majority vote. The Association will consult with owners where painterwork programmes are proposed and obtain the necessary consent following meetings or obtaining signed mandates.

What does the Annual Management Fee cover?

In line with the property titles, the Association charges an Annual Management Fee, currently £131.08 per annum for a flat (2018/19 figure), for the management of factoring services it provides to owners.

For this fee the Association will:

1. make periodic visits to the Property and take appropriate action to deal with any repairs affecting of a common or shared areas which are discovered.
2. instruct firms which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost, to maintain, repair, decorate, arrange lighting and cleansing and renewing, reinstating and rebuilding of the common parts of the block and or Property as the case may be and that irrespective of the cause of damage or destruction necessitating such repair, renewal, reinstatement or rebuilding.
3. instruct firms which, from their experience, they believe to be reliable and capable of completing the repairs and other work satisfactorily and at a reasonable cost to inspect, maintain in good working order, repair, overhaul, replace, renew and operating the plant and equipment used in common by the owners of the block and /or the Property as the case may be including the cost of provision for renewal and replacement of the same and the full costs of repair and maintenance staff and the maintenance of any maintenance/service contracts that the Association consider necessary.
4. employ professionals such as accountants, architects, engineers, surveyors or other professional adviser employed to certify any matter or thing to be certified for the purposes of any provisions of this Schedule and the proper costs (but not more than once every year) of an independent professional valuation of the block and or Property for the purpose of assisting towards the determination of the full cost of reinstatement of the block and or Property
5. provide, service and monitor fire fighting equipment, appliances (including fire alarm sprinkler systems, smoke detectors and smoke control devices) and any other signs or other notices required by the local Fire Officer and/or insurers (and repair, maintain and renew the same).
6. when instructing repairs and when appropriate consult with the contractors as to the type of repair and the materials to be used.
7. arrange (where a repair requires the services of more than one trade) for the several firms of tradesmen to co-ordinate their work.
8. obtain estimates from several tradesmen for the same job where they consider it to be in the interests of the owners, advise the owners as appropriate and obtain their instructions before proceeding.
9. where the proposed repair is mutual to an adjoining building negotiate with the adjoining owners or property manager and endeavour to ensure that the work is agreed and then completed satisfactorily at a reasonable cost.
10. provide such security equipment and apparatus for the Property as the Association shall think fit and proper to employ and/or use and in the provision, maintenance, replacement and renewal of such security equipment from time to time.



11. investigate any complaints of unsatisfactory work and where considered necessary by the Association and if so instructed by a majority of the owners arrange for a professional report on the completed repair subject to any fees for same being chargeable to the owners.
12. check tradesmen's accounts when rendered, including any charge of VAT.
13. when a change of ownership takes place on request make the necessary apportionment of insurances, repairs and other outgoings between the seller and the purchaser. A charge of £50 is made for this additional work and is payable by the seller together with all correspondence with the purchasing/selling solicitors.
14. if requested, arrange to make available for inspection on one occasion in each year copies or originals of all tradesmen's accounts for that year (additional copies can be provided at separate cost).
15. arrange insurances including insurance against loss by fire and other risks normally insured against under a common comprehensive insurance Policy (which policy is to cover all the flats within the blocks and the block common parts forming part of the Property and the Common Parts of the Property) with an established insurance company for the full replacement value, which insurance shall be in the name of the Association and taken out and held for behoof of all the owners and the holders of bonds or other securities over the same (if any) for their respective right and interests.