



53 Ballindalloch Drive, Glasgow G31 3DQ

WRITTEN STATEMENT OF SERVICE

(WSS)

GS/NOVEMBER 2022/S16

Subjects covered by this Written Statement of Service include: -

- 1) Authority to Act
- 2) Services Provided
- 3) Financial and Charging Arrangements
- 4) Deposit and Change of Ownership
- 5) Common Estate Service Charge
- 6) Buildings Insurance
- 7) Factoring Accounts
- 8) Payment of Factoring Account
- 9) Factoring Arrears/Debt Recovery
- 10) MPS VAT Number
- 11) Estate Management
- 12) Alterations
- 13) Communication
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- 15) Dispute Resolution
- 16) Owner's Factoring Agreement
- 17) Changing Factor
- 18) Declaration of Interest
- 19) Contact Details
- 20) Data Protection

These are the terms and conditions for the provision of a factoring service to owner occupiers by Milnbank Property Services Limited (also referred to as the Company), incorporated under the Companies Act (Registered Number SC336169) and having our Registered Office at 53 Ballindalloch Drive, Glasgow, G31 3DQ. Our Property Factors Registered Number is PF000368.

Milnbank Property Services Limited (MPS) is a registered property factor as defined within the Property Factors (Scotland) Act 2011. As a registered property factor, MPS is legally required to ensure compliance with the Code of Conduct provided for in this Act. This updated version of the WSS takes account of the Code of Conduct that came into force in August 2021.

This document details the role of MPS as Property Factor on behalf of owner occupiers. MPS is a wholly owned subsidiary of Milnbank Housing Association (MHA). It is the Company's responsibility to arrange and oversee the general upkeep of factored buildings, ensure that common parts are maintained to a high standard and that all necessary repairs are carried out. As required under the Property Factors Code of Conduct, this document constitutes a Written Statement of Service (WSS) setting out the arrangements in place between MPS and homeowners.

This WSS ensures that factored owners are provided with information offering full transparency in the way MPS conducts business relating to the service it provides. It takes account of the overarching standards of practice that have been introduced as part of the new Code of Conduct. All communications with owners will be provided in an accessible way.

1) AUTHORITY TO ACT

MPS operates as a property factor on behalf of the co-owners by providing a service as outlined in this agreement and works per Schedule 1, documented at the end of this WSS.

2) SERVICES PROVIDED

2.1 Core Services

MPS will provide the core services set out in this document, including Schedule 1 annexed.

2.2 Delegated Authority

MPS has the delegated authority of the owners within the block to instruct and have carried out repairs and maintenance to the common parts of the block being factored, provided that the anticipated cost to each owner of any one item at the time it is instructed will not exceed £150 per property.

Where the anticipated cost of any such item exceeds £150 per property, repairs will be instructed following issue of written correspondence, which details the nature of the repair and associated homeowner's share of the cost. Works will be instructed and carried out once the work has been approved by a simple majority of the owners of the block, in accordance with the provisions documented in the title deeds.

MPS may also instruct works at a cost exceeding £150 per owner if the works are deemed an emergency, and the Company considers the expense to be justifiable on the grounds of health or safety or where there is a risk to persons or property.

It is essential to identify and carry out repairs to maintain the property to a high standard. MPS aims to ensure a fast and responsive service aimed at preventing routine repairs becoming major building defects. The Company will work to the timescales provided to MHA tenants, which are as follows:-

Routine

Common routine repairs should be reported to MPS as soon as they are discovered. MPS will attend and instruct work from MHA's in-house team and/or an external Contractor from the Association's list of framework contractors. All Contractors on the framework carry the relevant insurances.

Where repairs cost less than £150 per property, these repairs will be instructed without notification to the owner. Where repairs cost more than £150 per property, the Company will notify the owners in writing, or by holding a close meeting (dependent on the scale of works) to discuss:

- The nature of the work;
- The total cost and;
- Their share of the cost.

The exception will be an emergency where there is a risk to persons or property. These will be attended to within 4 hours. Owners will be recharged for their share of each common job.

Communication is an important part of this service. It is essential that owners communicate their wishes and needs to the company regarding how they wish the Association to communicate with them.

Planned Maintenance

The MPS planned maintenance programme includes: roof inspections, gutter cleaning, close painter work and annual legionella checks (where water tanks are present in the loft space), including any follow on remedial works.

Private

MPS's in-house inspection and advisory services are available to owners free of charge. Any owner seeking a private repair will be required to sign a mandate upfront in relation to the individual cost. The Company will not carry out a private repair for an owner who has an outstanding debt owing to the company. Requests for improvement works will be carried out at MPS's discretion.

Future Maintenance

Every element of the fabric of a property has an expected lifespan. Thus, when an item is aging, the onus lies with the homeowner to plan for a replacement. Some elements of a building are expensive to replace. Owners are therefore, advised to plan for future maintenance in reasonable time and accordingly, make the necessary financial provisions to cover the costs of such works (e.g., roofs, stonework repairs etc). To provide a comprehensive service and as recommended within the new Code of Conduct, MPS will arrange a building inspection every 5 years, carried out by an Architect or a Building Surveyor. The cost of such will be notified upfront to homeowners and subsequently, split equally as part of the annual factoring bill.

Emergency Callouts/Repairs

Where an owner or a tenant of a landlord contacts the Company during emergency hours, the owner will be re-charged for the call-out, any subsequent repairs, and material costs to repair the problem. The owners will also be required to sign a mandate agreeing to pay such costs upfront for using this service.

The cost of any call out charge will be added to the next invoice, issued annually in April.

Owners will be kept up-to-date and notified in writing of any changes to emergency numbers.

3) FINANCIAL AND CHARGING ARRANGEMENTS

The Management Fee is the charge made by MPS to cover the costs of managing your property. This will be reviewed annually, ensuring it accurately reflects the annual costs incurred by MPS when providing this service. The fee is based on the services provided, management costs per property, including staff and business overheads, inflation, and the financial return set by the MPS Board. This charge is incorporated in your factoring invoice, which is issued to you in April every year. This will detail any increases in charges.

The services provided for within the Management Fee covers: -

- All property management administration;
- All communication with owners;
- Arranging and monitoring of cyclical works
- Open door policy for owners to report repairs or discuss factoring issues;
- Administration of Building Insurance, premiums, and claims;
- Copy invoices;

- Common building inspections (carried out by an Officer of MPS, and any subsequent repairs identified will be arranged);
- Advisory service for owners (MHA's Income Maximisation Officers are available);
- Pre and post inspection service for specific repair and maintenance works.
- Issuing factoring accounts.
- Supplying information to solicitors e.g., house sales;
- Debt recovery process;
- Holding close meetings as required;
- Clean common landing windows;
- Dealing with owner's queries;
- Managing and maintaining secure data on behalf of the owners in compliance with GDPR Regulations.

4) DEPOSIT AND CHANGE OF OWNERSHIP

A deposit of £50.00 is charged to all incoming owners. This sum is refundable when the owner sells their property, provided there are no outstanding arrears. In the case of arrears, the deposit will be offset against it and any credit balances refunded to the owner. Deposits are separately accounted for through MPS' IT coding system. Each owner shall ensure their solicitor notifies the Company of any change in ownership of their property. On receipt of notification of such sale, MPS will liaise with the seller's solicitor and arrange to apportion the charges upon completion.

5) COMMON ESTATE SERVICE CHARGE

MPS provides a fully comprehensive estate management service, to ensure that the common areas/stairwells are inspected and maintained to the highest possible standard. This fee will be reviewed annually to ensure it accurately reflects the actual costs incurred by MPS in providing this service. The charge is part of the factoring invoice issued annually detailing any increases in charge.

The Common Estates Service Charge covers:

- Backcourt and garden maintenance service (Breakdown on Schedule 1)
- Close cleaning and;
- Common estate management inspections once a month.

6) BUILDINGS INSURANCE

The Company operates a common block building insurance policy. This covers the full re-instatement value. Owner occupiers must participate and will be supplied with details when purchasing their flat privately. Owners should note that the cover does not include personal effects, floor coverings, furniture etc. Rather, it is the home owners responsibility to ensure that they are adequately covered through household contents insurance for such items.

The policy runs from 1 April to 31 March and will be automatically renewed by the Company annually for as long as MPS provides factoring services at the relevant address. This is a block policy which covers all wholly owned and factored stock and is fully comprehensive. The cover is based on the reinstatement value of the

property (i.e., the cost for the complete rebuilding of the flat or tenement as a whole). The value is annually assessed in February/March by the insurers when the premium is being reviewed. The Company pays the premium in full to the insurers.

The premium is calculated by the Re-instatement Sum Insured multiplied by the premium rate determined by insurers plus IPT. This means that owners who wish to insure their property as per the Re-instatement information contained within a Home Report will pay a premium commensurate with the re-instatement sum insured of their property.

In recent years, owners who do not have re-instatement values for their property or are content with an Average Unit Sum Insured (which is the total re-instatement value divided by the total number of insured units) have paid pro-rata premium. Milnbank provide Owners with a Material Damage Buildings Insurance policy including Property Owners Liability.

The Public Liability and Professional Indemnity policies indemnify Milnbank Housing Association only and cannot be extended to cover owners.

A copy of the schedule is available on request or visit our website at www.milnbank.org.uk.

When an insurance claim is processed, please note that any excess is due from the flat that has been affected.

The terms and conditions of the policy require that any loss or damage likely to be the subject of a claim, must be reported to the Company within 30 days. Failure to do so will result in the claim being denied by the insurers.

The Company must also advise the broker as to whether the owner is up to date with their premium. Where an owner has failed to pay their building insurance within the factoring period, they will not be covered for buildings insurance.

Where considered relevant, the Company will notify owners' lenders that the property is not covered under the Association's block insurance policy.

Taking cognisance of the new Code of Conduct, MPS recommends that it is good practice for a re-evaluation of the property/block to be undertaken at least every 5 years. During intervening years, the BCIS rebuilding cost index will be used. The cost of revaluation will be split equally amongst the homeowners and form part of their annual factoring bill. Individual owners' shares will be confirmed prior to MPS instructing the valuation.

7) FACTORING ACCOUNTS

All factored owners are invoiced annually during April. The accounts will contain details of the management fee, common estates services charge, share of any common repairs, cyclical maintenance charges, service charges, any private repairs, and buildings insurance premium.

Unless the property concerned is covered by the Company's Fixed Cost Factoring Agreement, the share of larger common repairs charged in each tenement property will be in accordance with the provisions of the Title Deeds.

Owners are invited to inspect any relevant accounts at the office. Alternatively, copies are available on request free of charge.

If you are disputing any item on your account, you should contact MPS' offices to discuss the matter. Subject to the specific circumstances, MPS may agree to you withholding payment of the disputed amount, until the matter has been resolved; however, all other items must be paid in full.

A flat fee of £50 + VAT will be charged to lending authorities who request copies of key documents in relation to building contracts. This fee covers staff time, storage, and photocopying costs.

It is advised that owners check their account on receipt and direct any queries to the Factoring Manager either in person, electronically or by telephone.

8) PAYMENT OF FACTORING ACCOUNT

Owners are expected to pay their accounts promptly. The date that the Company receives payment is listed on our bank statement, and not the date the owner makes the payment. Types of Payment:

- **Allpay card** – This payment can be made at any outlet displaying the Paypoint/Payzone sign or at any post office throughout the year, irrespective of whether an account has just been issued. A minimum payment of £5 per transaction can be made.
- **Payments via instalments** – This is permitted, granted that this has been agreed in advance with MPS, and the sum covers the current account, any outstanding building insurance premium, or is intended to reduce any arrears outstanding. The instalment figure shall be reviewed once the factoring period has commenced.
- **Direct Debit** – A direct debit payment scheme is in operation; details of such can be obtained from the Company's office. No fee is charged when setting this up; however, a fee of £10 will be charged in the event of non-payment to cover the Company's administrative costs.
- **Card Payments** – The Company has a chip and pin facility to accept card payments via the office or by telephone.
- **Online payments** – These can be made using a debit/credit card.
- **Cheque payments** – Such payments should be made payable to 'Milnbank Property Services Ltd.'
- **Cash payments** – These can be made at the Company's office.

9) **FACTORING ARREARS/DEBT RECOVERY**

The Company will pursue owners who fail to pay their accounts. A sequence of actions will be carried out when an account is outstanding. Any expenses incurred from legal actions will be levied to the owner's account.

- 4 weeks – reminder
- 6 weeks – Sheriff Officers instructed to issue 7-day letter
- 7 weeks – Court Action instructed

Potential Legal Action

Payment Decree

- Open Decree – The Sheriff awarding a payment decree which orders payment of the sums claimed together with interest and expenses.
- Instalment Decree – The Sheriff awarding decree for payment of the sums claimed together with interest and expenses, payable by way of instalment of weekly/monthly payments.

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Wage Arrestment – Enforcement of the Decree (referred to at (A) above) by way of deductions from the debtor's salary, made directly at source and paid by the employers in reduction of sums due.

Speculative Arrestment – If the Company does not have employment details to carry out a Wage Arrestment, then the Sheriff Officer will be instructed to implement a Speculative Arrestment to recover the outstanding balance from the owner's bank account.

Rent Arrestment – Legal action will take the form of the Sheriff Officer arresting the rent of the owner's sub-letting tenant.

Attachment – If the owner fails to adhere to the payment decree, the Board shall recommend that an attachment is carried out. Sheriff Officers will attend the premises of a debtor to value goods then sell them to pay off the debt and offset any monies received against the factoring arrears.

Instruct Notice of Potential Liability – The notice is registered in the Land Register either under the Tenements (Scotland) Act 2004 if the property is a flat or under the Title Conditions (Scotland) Act 2003 if the property is a house. The notice lasts for three years from the date of registration and can be renewed by re-registering before the expiry date. Settlement of all sums due would be required prior to the notice being formally discharged.

Serve an Inhibition – The Company shall serve an Inhibition Order thus, preventing the owner from selling the property, obtaining secured borrowings against the property, or conveying with any property without the settling outstanding factoring debts. The order shall be registered with the Land Register and lasts 5 years. Settlement of all sums due would be required prior to the Inhibition being formally discharged.

Sequester – When an owner has an outstanding debt of £3,000 or more, the Company will initiate action to declare the owner bankrupt.

The Company has engaged a debt recovery agency to locate and in appropriate cases pursue recovery of all outstanding debts. The Factoring Manager will determine which cases are pursued by the agency.

Homeowners should note that there are free debt advice organisations to consult if/when they fall into arrears/debt.

10) MPS VAT NUMBER

MPS is VAT registered. VAT registration number is 927484587.

11) ESTATE MANAGEMENT

MPS will ensure that the estate management services are planned, implemented, and regularly inspected to the highest possible standard and that estate management issues are acted upon immediately. All complaints will be treated in confidence and professionally with appropriate action taken. The action may take the form of:

- Noting the complaint with no action required;
- Standard letter sent;
- House visit/interview;
- Involving other agencies e.g., police, social work.
- Close/Committee meetings.
- Issue warning letters.
- Legal action.

In the case of estate management issues and landlords, the following will apply:

- In the event of a complaint against the tenant of the landlord, a letter will be sent to the tenant.
- Should there be no response/action undertaken by the tenant, a letter will be sent to the landlord.
- Should there be no response/action undertaken from the landlord, MHA will instruct their solicitors to send out a letter outlining the legal obligations of the landlord.

A copy of the Estate Management Policy is available on request or alternatively, by visiting MHA's website.

12) ALTERATIONS

Owners proposing to carry out major alterations are required to notify the Company (as a co-owner or property managers), thereby, giving MPS an opportunity to extend services and advice.

Major alterations may require statutory permissions such as planning or building warrant consent. Please note it is likely that a flat will need permission of some kind and permission is required for any work involving an area that affects the common part of the property, erection, or demolition of walls, moving a bathroom or toilet,

installing new windows, changing the use of the flat etc. Where the common interest may have relevance, it is essential to notify details of proposed alterations to other owners in the property.

13) COMMUNICATION

MPS will consult with owners on all factoring issues and hold owners' meetings on request to discuss any issues relating to the property. All written communication with homeowners will always include MPS' property factor registration number.

Owners can contact MPS by calling at the office in person, by telephone (response within 2 working days), in writing or by e-mail (response within 5 working days).

MHA's website has a section dedicated to factored owners receiving services from MPS, which contains information on all relevant policies including the complaints handling procedure.

14) CHANGES TO YOUR PERSONAL INFORMATION

If your personal information changes, please inform MPS in writing immediately of those changes. Critical changes such as postal correspondence address, telephone numbers and e-mail address allow MPS to keep all homeowners updated.

15) DISPUTE RESOLUTION

MPS has a comprehensive complaints resolution procedure which is attached to this WSS. All complaints received from homeowners should be in writing. MPS will adhere to Data Protection legislation when handling a homeowner's personal data. Where a complaint against MPS is not resolved to the satisfaction of the owner, the Property Factors (Scotland) Act 2011 makes provision for owners to refer their complaint and submit an application to the First-tier Tribunal for Scotland (Housing and Property Chamber) who will determine whether MPSL have failed to carry out their duty to you as a factor or failed to comply with the Code. The First-tier Tribunal for Scotland (Housing and Property Chamber) will not accept a complaint until MPSL's complaints procedure has been exhausted.

Contact details for the First-tier Tribunal for Scotland (Housing and Property Chamber), Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT, telephone number 0141 302 5900, e-mail HPCAdmin@scotcourtribunals.gov.uk
<https://www.housingandpropertychamber.scot/>

16) OWNERS FACTORING AGREEMENT

Each owner is strongly encouraged to sign a factoring agreement. The benefit of factoring agreements is that they confirm concisely the contractual arrangements set out in this document. A blank copy of the standard factoring agreement is appended to this WSS (Schedule 2).

At change of ownership, solicitors acting for the new owner will be sent a factoring agreement to be signed immediately to allow the Company's records to be updated accurately.

17) CHANGING FACTOR

Homeowners can call a meeting at any point to discuss and vote on a change of factor in accordance with the Deed of Condition attached to the property. For a change to be implemented, a majority decision would be required.

In blocks where Milnbank Housing Association owns at least half of the properties, it would not be possible to change the factor.

In blocks where MHA does not own any property, a majority decision to change would be required. In the event MPS does not wish to continue to act as factor, this would be communicated in writing to homeowners in the first instance.

18) DECLARATION OF INTEREST

In properties where there are tenants of MHA, the Association has a vested interest in providing the best factoring service possible. Maintaining the common areas at your property to a high standard helps us to protect the investment that the Association has made in the property and surrounding area.

19) CONTACT DETAILS

The company's contact details are:

Milnbank Property Services

53 Ballindalloch Drive

Dennistoun, Glasgow G31 3DQ

Tel No: 0141 551 8131

Fax No: 0141 550 2060

E-mail: admin@milnbank.org.uk

or j.macmillan@milnbank.org.uk (Factoring Manager)

Website: www.milnbank.org.uk

20) DATA PROTECTION

The Company controls the personal information that it collects. This means that we are legally responsible for how we collect, hold, and use personal information. It also means we must comply with the General Data Protection Regulations (GDPR) 2018 when collecting, holding, and using personal information.

The Company's appointed Data Protection Officer is Pauline Hamilton who will ensure that we comply with data protection law. If you have any questions about how your personal information is held, please contact the Data Protection Officer by email on p.hamilton@milnbank.org.uk or via one of the other contact details highlighted above.

SCHEDULE 1
SUMMER SCHEDULE - APRIL - SEPTEMBER

EVERY VISIT

Grassed Areas

Cut grass front/back gardens and all common areas. All cuttings will be uplifted from site or mulched

Hard Standing Areas

All gardens with complete hard standing areas (no grass) will be brushed and weeds will be kept to a minimum during the growing season

Litter

All litter from front/back gardens and common areas will be cleared and removed

Bin stores Areas

All bin stores areas will be checked and kept clean

WINTER SCHEDULE OCTOBER - MARCH

EVERY VISIT

Grassed Areas

Clear and remove all litter, leaves and any other materials from front/back gardens and all common areas

Hard Standing Areas

All gardens with complete hard standing areas (no grass) will be brushed and kept weed free

Bin stores

All bin stores will be checked and kept clean

EVERY WEEK

Stairwells

Closes brushed down and cleaned

Bulk Uplift

Bulk uplifted on a weekly basis

MINIMUM TWICE A YEAR - April/May & August/September

Weed killer Application

Apply weed killer to all areas

Trees/Hedges/Shrubbery

Cut back, prune and remove debris from site. Keep tidy and weed free
Any plants or shrubs in bud or fruit will not be cut unless causing an obstruction
Any bee activity plants will not be touched

ADDITIONAL SERVICE ON REQUEST - NO CHARGE

Power wash.

SCHEDULE 2



53 Ballindalloch Drive, Glasgow G31 3DQ

FIXED COST FACTORING AGREEMENT

ADDRESS OF PROPERTY

Minute of Agreement between Milnbank Property Services Ltd, 53 Ballindalloch Drive, Glasgow G31 3DQ (hereinafter referred to as "the Company")

And **FULL NAME, ADDRESS & FLAT POSITION, CITY, POSTCODE**

(hereinafter referred to as "the Owner")

The Company and the Owner hereby accept that an Agreement has been reached between the Company and the Owner in respect of a fixed cost Factoring service subject to the following conditions:

1. The Company will undertake on behalf of the Owner the services specified in the Schedule and Specification attached to this Agreement.
2. The Owner will reimburse the Association for these services by way of a monthly Direct Debit.
3. This Agreement will commence on **DATE OF SALE**. All costs will be reviewed annually.
4. The Company is authorised by the Owner to arrange cover through their block building insurance policy and the Owner agrees to pay the appropriate share.
5. The Owner agrees to pay a £50 Deposit. The Company will repay this sum to the Owner net of any outstanding charges owing on the sale of the flat.
6. Under the terms of this Agreement, the Company guarantees that additional costs incurred in respect of specified items will be met by the Company. Any unforeseen

repairs and maintenance work identified by the Company will be referred to the Owner under separate cover by way of a mandate prior to such work being carried out.

7. The Company and the Owner will either agree to extend the terms of this Agreement or allow the Agreement to terminate at the end of the initial two-year period from date of commencement providing the Company with two months' notice.

I ACKNOWLEDGE RECEIPT AND AGREE TO BE BOUND BY THE TERMS OF MILNBANK PROPERTY SERVICES LTD FIXED COST FACTORING AGREEMENT:

Signature: _____

Signature: _____

Date: _____

WHERE TWO PEOPLE ARE JOINT OWNERS, BOTH SHOULD SIGN THE FORM.



0141 551 8131



0141 550 2060



admin@milnbank.org.uk



www.milnbank.org.uk

Company Registration No: SC336169. Property Factor Registered No: PF000368. VAT Registration No: 927 4845 89. A registered Scottish Charity No.SCO39891 Registered: Scottish Housing Regulator. Registration No. HCB161 SC Registered: Financial Conduct Authority - 1818 R(S). Registered under the Co-operative and Community Benefit Societies Act 2014.





53 Ballindalloch Drive, Glasgow G31 3DQ

SUMMARY

COMPLAINTS HANDLING POLICY

How to make a Complaint?

Milnbank Property Services (MPS) is committed to providing high-quality customer services.

We value complaints and use information from them to help us improve our services.

If something goes wrong and you are dissatisfied with our services please tell us. This leaflet describes our complaints procedure and how to make a complaint. It also tells you about how we will handle your complaint and what you can expect from us.

PH/November 2022



0141 551 8131



0141 550 2060



admin@milnbank.org.uk



www.milnbank.org.uk

A registered Scottish Charity No.SCO39891 Registered: Scottish Housing Regulator.
Registration No. HCB 161 SC Registered: Financial Conduct Authority - 1818 R(S).
Registered under the Co-operative and Community Benefit Societies Act 2014.



WHAT IS A COMPLAINT?

MPS regard a complaint as any expression of dissatisfaction about our action or lack of action, or about the standard of service provided by us or on our behalf.

Your complaint may involve more than one MPS service or be about someone working on our behalf.

WHAT CAN I COMPLAINT ABOUT?

You can complaint about things like:

- Failure or refusal to provide a service
- Inadequate quality or standard of service, or an unreasonable delay in providing a service
- Delays in responding to enquiries or requests
- Lack of provision, or the provision of misleading, unsuitable or incorrect advice or information
- A repair that has not been carried out properly or in an agreed timeframe
- Dissatisfaction with one of our policies or its impact on the individual
- Failure to properly apply law, procedure or guidance when delivering services
- Failure to follow the appropriate administrative process
- Conduct, treatment by or attitude of a member of staff or contractor (except where there are arrangements in place for the contractor to handle the complaint themselves); or
- Disagreement where there is a statutory procedure for challenging that decision, or an established appeals process followed throughout the sector.

WHAT CAN'T I COMPLAIN ABOUT?

There are things we can't deal with through our complaints handling procedure. These include:

- A routine first-time request for a service
- A request for compensation only
- Issues that are in court or have already been heard by a court or a tribunal (if you decide to take legal action, you should let us know as the complaint cannot then be considered under this process)
- Disagreement with a decision where there is a statutory procedure for challenging that decision (such as Freedom of Information and subject access requests), or an established appeals process followed throughout the sector
- A request for information under the Data Protection or Freedom of Information (Scotland) Acts
- A grievance by a staff member or a grievance relating to employment or staff recruitment
- A concern raised internally by a member of staff (which was not about a service they received, such as a whistleblowing concern)
- A concern about a child or an adult's safety
- An attempt to reopen a previously concluded complaint or to have a complaint reconsidered where we have already given our final decision
- Abuse or unsubstantiated allegations about our organisation or staff where such actions would be covered by our Unacceptable Actions Policy; or
- A concern about the actions or service of a different organisation, where we have no involvement in the issue (except where the other organisation is delivering services on our behalf)

If other procedures or rights of appeal can help you resolve your concerns we will give information and advice to help you.

WHO CAN COMPLAIN?

Anyone who receives, requests or is directly affected by our services can make a complaint to us. This includes the representative of someone who is dissatisfied with our service (for example, a relative, friend, advocate or adviser). If you are making a complaint on someone else's behalf, you will normally need their written consent. Please also read the section on getting help to make your complaint.

HOW DO I COMPLAIN?

You can complain in person at MHA office, by phone, in writing or by email.

It is easier for us to address complaint if you make them quickly and directly to the staff concerned. So please talk to a member of staff at the service you are complaining about. Then they can try to resolve the issue.

When complaining please tell us:

- Your full name and contact details
- As much as you can about the complaint
- What has gone wrong; and
- What outcome you are seeking

OUR CONTACT DETAILS

Milnbank Property Services
53 Ballindalloch Drive
Glasgow
G31 3DQ
Tel: 0141 551 8131
E-mail: admin@milnbank.org.uk

HOW LONG DO I HAVE TO MAKE A COMPLAINT?

Normally you must make your complaint within six months of:

- The event you want to complain about; or
- Finding out that you have a reason to complain

In exceptional circumstances, we may be able to accept a complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

WHAT HAPPENS WHEN I HAVE COMPLAINED?

STAGE 1: FRONTLINE RESPONSE

We aim to respond to complaints quickly (where possible, when you first tell us about the issue). This could mean an on-the-spot apology and explanation if something has clearly gone wrong, or immediate action to resolve the problem.

We will give you our decision at stage 1 in five working days or less, unless there are exceptional circumstances.

If you are not satisfied with the response we give at this stage, we will tell you what you can do next. If you choose to, you can take your complaint to stage 2. You must normally ask us to consider your complaints at stage 2 either:

- Within 6 months of the event you want to complain about or finding out that you have a reason to complain; or
- Within 2 months of receiving your stage 1 (if this is later)

In exceptional circumstances, we may be able to accept a stage 2 complaint after the time limit. If you feel that the time limit should not apply to your complaint, please tell us why.

STAGE 2: INVESTIGATION

Stage 2 deals with two types of complaint: where the customer remains dissatisfied after stage 1 and those that clearly require investigation, and so are handled directly at this stage. If you do not wish your complaint to be handled at stage 1, you can ask us to handle it at stage 2 instead.

When using Stage 2:

- We will acknowledge receipt of your complaint within 3 working days
- We will confirm our understanding of the complaint we will investigate and what outcome you are looking for
- We will try to resolve your complaint where we can (in some cases we may suggest using an alternative complaint resolution approach, such as mediation); and
- Where we cannot resolve your complaint, we will give you a full response as soon as possible, normally within 20 working days.

If our investigation will take longer than 20 working days, we will tell you. We will tell you our revised time limit and keep you updated on progress

WHAT IF I AM STILL DISSATISFIED?

MPS has a comprehensive complaints resolution procedure which is attached to this WSS. All complaints received from homeowners should be in writing. MPS will adhere to Data Protection legislation when handling a homeowner's personal data. Where a complaint against MPS is not resolved to the satisfaction of the owner, the Property Factors (Scotland) Act 2011 makes provision for owners to refer their complaint and submit an application to the First-tier Tribunal for Scotland (Housing and Property Chamber) who will determine whether MPSL have failed to carry out their duty to you as a factor or failed to comply with the Code. The First-tier Tribunal for Scotland (Housing and Property Chamber) will not accept a complaint until MPSL's complaints procedure has been exhausted.

Contact details for the First-tier Tribunal for Scotland (Housing and Property Chamber), Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT, telephone number 0141 302 5900, e-mail HPCAdmin@scotcourtribunals.gov.uk
<https://www.housingandpropertychamber.scot/>

There are some complaints about housing that have an alternative route for independent review. We will tell you how to seek independent review when we give you our final response on your complaint.

CARE COMPLAINTS

If your complaint relates to a care service we provide, you can choose whether to complain to us or the Care Inspectorate. You can find out more about their complaints procedure, or make a complaint by contacting them.

The Care Inspectorate has several offices around Scotland. Please refer to:
<http://www.scswis.com>

REPORTING A SIGNIFICANT FAILURE TO THE SCOTTISH HOUSING REGULATOR

The Scottish Housing Regulator (SHR) can consider issues raised with them about 'significant performance failures'. A significant performance failure is defined by the SHR as something that a landlord does or fails to do that puts the interest of its tenants at risk, and which the landlord has not resolved. This is something that is a systemic problem that does, or could, affect all of a landlord's tenants. If you are affected by a problem like this, you should first report it to us. If you are affected by a problem like this, you should first report it to us. If you have told us about it but we have not resolved it you can report it directly to the SHR.

A complaint between an individual tenant and a landlord is not a significant performance failure. Significant performance failures are not, therefore, dealt with us for more information about significant performance failures. The SHR also has more information on their website www.scottishhousingregulator.gov.uk

GETTING HELP TO MAKE YOUR COMPLAINT

We understand that you may be unable to reluctant to make a complaint yourself. We accept complaints from the representative of a person who is dissatisfied with our service. We can take complaints from a friend, relative or an advocate, if you have given them your consent to complain for you.

You can find out about advocates in your area by contacting the Scottish Independent Advocacy Alliance:

Scottish Independent Advocacy Alliance
Tel 0131 510 9410
Website: www.siaa.org.uk

You can find out more about advisers in your area through Citizens Advice Scotland

Citizens Advice Scotland
Website: www.cas.org.uk or check your phone book for your local citizens advice bureau

We are committed to making our service easy to use for all members of the community. In line with our statutory equalities duties, we will always ensure that reasonable adjustments are made to help you access and use our services. If you have trouble putting your complaint in writing, or want this information in another language or format such as large font, or Braille please tell us in person, contact us on 0141 551 8131 or email us at admin@milnbank.org.uk

OUR CONTACT DETAILS

Please contact us by the following means:

Milnbank Property Services
53 Ballindalloch Drive
Glasgow
G31 3DQ

Tel: 0141 551 8131

Email: admin@milnbank.org.uk

QUICK GUIDE TO OUR COMPLAINTS PROCEDURE

Complaints Procedure

You can make your complaint in person, by phone, by email or in writing.

We have a **2 stage complaints procedure**. We will always try to deal with your complaint quickly. But if it is clear that the matter will need investigation, we will tell you and keep you updated on our progress.

If your complaint relates to a care service you can choose to complain to us or to the Care Inspectorate

Stage 1: Frontline Response

We will always try to respond to your complaint quickly, within **5 working days** if we can.

If you are dissatisfied with our response, you can ask us to consider your complaint at Stage 2.

Stage 2: Investigation

We will look at your complaint at this stage if you are dissatisfied with our response at stage 1. We also look at some complaints immediately at this stage, if it is clear that they need investigation.

We will acknowledge your complaint within **3 working days**.

We will confirm the points of complaint to be investigated and what you want to achieve.

We will investigate the complaint and give you our decision as soon as possible. This will be after no more than **20 working days** unless there is clearly a good reason for needing more time.

First-tier Tribunal for Scotland

If, after receiving our final decision on your complaint, you remain dissatisfied with our decision or the way we have handled your complaint, you can ask the First Tier Tribunal for Scotland to consider it.

There are some complaints about housing that have an alternative route for independent review. We will tell you how to seek independent review when we give you our final response on your complaint.