

AGENDA ITEM:	4e
TO:	MPS Board Members
PREPARED BY:	Linda Sichi (Deputy CEO)
SUBJECT:	WRITTEN STATEMENT OF SERVICES
DATE OF MEETING:	28 May 2024
APPROVED BY:	Paul Martin (CEO)

WRITTEN STATEMENT OF SERVICE

(WSS)

CA/MARCH 2024



0141 551 8131



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www.milnbank.org.uk



INTRODUCTION

The Property Factors (Scotland) Act 2011 was passed as law by the Scottish Parliament in March 2011, and it came into force on 1 October 2012. The law was developed to regulate property factors and provide a more transparent relationship between them and the homeowners.

A Code of Conduct was introduced as part of the factoring legislation. As a registered property factor (Registered Number PF000368), Milnbank Property Services (**MPS**) is legally required to ensure compliance with the Code of Conduct.

This document is referred to as MPS's Written Statement of Services (**WSS**), which is required by the Code of Conduct and sets out the arrangements between MPS and factored homeowners. This updated version of the WSS has been revised to properly reflect our updated services in compliance with the takes account the amendments to the Code of Conduct as amended.

These are the terms and conditions for the provision of a factoring service to owners by MPS. MPS is incorporated under the Companies Act (Registered Number SC336169) and has its Registered Office at 53 Ballindalloch Drive, Glasgow, G31 3DQ.

This document details the role of MPS as Property Factor on behalf of owners. MPS is a wholly owned subsidiary of Milnbank Housing Association (**MHA**). It is the responsibility of MPS 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.

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. All communications with owners will be provided in an accessible way.

1) OUR AUTHORITY TO ACT AS YOUR FACTOR

MPS operates as a property factor on behalf of owners having been appointed in one of the following ways:

- Appointed as Factor by the developer of a property.
- Appointed as Factor by a majority of owners in accordance with the provisions of the title pertaining to the block.
- Already appointed as the Factor for the block/property, at the time the property was purchased.

2) SERVICES PROVIDED

- 2.1 **Core Services** - The core services provided by MPS as part of the factoring service, are outlined in Appendix 1 of this WSS.
- 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 MPS considers the expense to be justifiable on the grounds of health or safety or where there is a risk to persons or property.

- 2.3 **Additional Services** - On occasion, MPS may provide additional services out-with the core services (including major repair and improvement works), in the case of an emergency or in situations where we're authorised to do so by the owners, in accordance with the provisions of the Title Deeds. The cost of such repairs will be confirmed to homeowners in advance of the works commencing.
- 2.4 **Repairs & Maintenance** - Identifying and carrying out repairs to maintain the property to a high standard is essential. MPS aims to ensure a fast and responsive service aimed at preventing routine repairs from becoming major building defects. MPS will work to the timescales provided to MHA tenants, which are as follows:
- Emergency Repairs – Within 4 hours
 - Urgent Repairs – Within 2 working days
 - Routine Repairs – Within 5 working days
 - Non-urgent (planned) repairs – Within 15 working days
- 2.4.1 **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 MHA's list of framework Contractors. All Contractors on the framework possess 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, MPS 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.
- Each owners 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.

- 2.4.2 **Planned Maintenance** - The MPS planned maintenance programme includes: roof inspections, gutter cleaning, common close painter works and annual legionella checks (where water tanks are present in the loft space), including any follow-on remedial works.
- 2.4.3 **Future Maintenance** - Every element of the fabric of a property has an expected lifespan. Thus, when an item is ageing, 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 a reasonable time and accordingly make the necessary financial provisions to cover the costs of such works (e.g., roof replacements, stonework repairs, etc).

To provide a comprehensive service, and as recommended within the Code of Conduct, MPS will arrange for an Architect or a Building Surveyor to inspect the building every five years. The cost of such will be recharged to owners as part of their factoring bill.

- 2.4.4 **Out-of-Hours Emergency Callouts/Repairs** – Tel: 0141 551 8131 - owners will be advised if this number changes.

The out-of-hours emergency repairs service is available for owners to use in circumstances where there is an immediate risk to health and safety or the issue is likely to cause serious damage to the property. Where an owner or a tenant of a private landlord contacts the MPS out of hours service, the owner will be re-charged on their next factoring invoice for the call-out, any subsequent repairs, and material costs to repair the problem.

2) FINANCIAL AND CHARGING ARRANGEMENTS

The Management Fee is the charge made by MPS to carry out its function of providing factoring services and managing your property. 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. The fee is reviewed on an annual basis to ensure it accurately reflects the costs incurred by MPS, and owners will be advised of any increase applied to the fee after the review, which will take effect on April 1, each year.

The current Management Fee for 2024/25 is £173.37.

The services provided for within the Management Fee are as follows:

- All property management administration
- Issuing factoring accounts quarterly and copying invoices throughout the year.
- All communication with owners; dealing with queries and complaints
- Arranging maintenance and repair of the block common parts, including liaising with Contractors and tendering for the best service and price
- Pre and post inspection service for common repairs and maintenance works, where appropriate.
- Undertaking regular visits and maintenance checks to common areas, instructing necessary repairs
- Open door policy for owners to report repairs or discuss factoring issues
- Procuring the services of an insurance provider to put in place a comprehensive buildings insurance policy for all owners
- Advisory service for owners (e.g. MHA's Income Maximisation team is available);
- Supplying information to an owner's solicitors e.g., change of ownership
- Implementing and monitoring the debt recovery process
- Consulting with owners and arranging close meetings when required
- Managing and maintaining secure data on behalf of the owners in compliance with GDPR Regulations.

3) DEPOSIT AND CHANGE OF OWNERSHIP

- 3.1 A deposit of £50.00 is charged to all incoming owners. This sum is refundable when the owner sells their property, provided no outstanding arrears exist. In the case of arrears, the deposit will be offset against it and any credit balances will be refunded to the owner. Deposits are separately accounted for in MPS's system.
- 3.2 Each owner shall arrange for their Solicitor to notify MPS of any property ownership changes. On receipt of notification of sale or transfer, MPS will arrange to supply the Solicitor with but not restricted to the following information Repairs in contemplation, Repairs instructed but not yet completed or completed but not yet invoiced which may include Insurance.

Arrangements Outstanding Debt and Major repairs. MPS will apportion the account and forward your final account for their attention once prepared. The final account will be available within three months to allow sufficient time to include relevant charges.

MPS shall be entitled to charge a fee for providing this information to solicitors and apportion common costs between the seller and purchaser. The undernoted charges

(subject to annual review) will be applied to the seller's final factoring invoice to reflect the additional administration involved in this process and corresponding with the seller's Solicitors.

- £80: More than 28 days notice of the date of entry
- £120: Less than 28 days' notice of the date of entry
- £25: Admin fee for issuing amended accounts due to a change of the date of entry

5) **BUILDINGS INSURANCE**

MPS operates a common block building insurance policy. Owners must participate and will be supplied with details when purchasing their property. MPS provides owners with a Material Damage Building Insurance policy, including Property Owner's Liability.

Owners should note that the MPS insurance cover does not include household contents insurance. It is the owner's responsibility to purchase this cover separately.

The insurance policy runs from 1 April to 31 March and will be automatically renewed by MPS annually for as long as MPS provides factoring services at the relevant address. This is a block policy that covers all MHA wholly owned stock factored and/or managed by MPS and MPS 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). MPS pays the premium in full to the insurers.

The premium paid by MPS is calculated by the Re-instatement Sum Insured multiplied by the premium rate determined by insurers plus Insurance Premium Tax

This means that owners who wish to insure their property for a larger sum as per the Reinstatement information contained within a Home Report will be required to pay an additional premium commensurate with the reinstatement sum they require their property to be insured for.

Otherwise 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 of the whole estate divided by the total number of insured units within the estate) have paid pro-rata premium.

When an insurance claim is processed, please note that any excess is due to be paid by the owner of the flat/property 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 insurers (details in Appendix 2) within 30 days. Failure to do so may result in the claim being denied by the insurers. Owners should also advise MPS as within the same time scales. MPS must also advise the broker as to whether the owner is up to date with their premium.

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 recharged on their quarterly factoring bills.

Further details relating to the Buildings Insurance Policy are noted in Appendix 2. A copy of the policy wording is also available on request.

6) FACTORING ACCOUNTS & BILLING FREQUENCY

All factored owners will be invoiced on a quarterly basis and the invoice will itemise the charges owners have been recharged. The Management Fee & Buildings Insurance premium will be payable in four equal payments and will form part of each quarterly invoice. Invoices will be issued on or before:

- 30 April
- 31 July
- 31 October
- 31 January

Owners will be recharged in advance for the Management Fee and Buildings Insurance premium. However, all other charges such as landscape maintenance (Estates Service), communal close cleaning, common repairs, cyclical/planned maintenance works etc., will be recharged in arrears, after the service has been undertaken. Any major improvement works will be invoiced separately, out with the quarterly billing periods.

Each owner's share of any common repairs or services received will be recharged in accordance with the provisions of the Title Deeds for the property. The share in respect of each property will be set out in the accounts for payment.

All owners are advised to review their invoice immediately upon receipt and direct any queries to the Factoring Team either in person, electronically or by telephone.

7) PAYMENT OF FACTORING ACCOUNT

Owners are expected to pay their factoring account within 28 days from the date of the invoice. If the account is paid by direct debit, MPS will amend this accordingly, on behalf of the owner, each quarter. The date that MPS receives payment is listed on our bank statement and may not be the date the owner makes the payment. The following methods of payment are acceptable:

- Allpay Payment Card
- Direct Debit
- Standing Order
- Online via Bank Transfer
- Debit/Credit Card over the telephone/in person at the office.
- Cheque Payments, made payable to 'Milnbank Property Services Ltd.'

If a direct debit is returned as unpaid there is a £10 administration fee levied to your account.

Although invoices are issued quarterly, many owners have an arrangement to pay weekly, fortnightly, quarterly, or monthly. MPS accepts this arrangement if the account is cleared prior to the next invoice being issued.

8) FACTORING ARREARS/DEBT RECOVERY Process

8.1 MPS will pursue owners who fail to pay their accounts and has engaged a debt recovery agency to locate and, in appropriate cases, pursue recovery of all outstanding debts. The MPS Factoring Team will determine which cases are pursued. The debt recovery procedure is stringently applied to ensure that all means possible are employed to recover debt from late and defaulting owners.

8.2 The date for payment of each invoice or payment request will be as follows: -
Quarterly invoices within 4 weeks.
Any other invoice or payment request within 4 weeks

The procedure will include the following sequence of actions: written requests for payment, referral for debt recovery, and, if necessary, ultimately legal action.

The process will take the following steps: -

1. Quarterly invoices or payment requests issued.
2. 4 weeks non-payment: Reminder that payment is due.
3. 6 weeks non-payment: Sheriff Officers instructed to issue a 7-day demand letter.
4. On the expiry of the 7-day demand: Court Action raised and served on Homeowner.
5. Decree sought, plus expenses and interest.
6. Decree enforced through service of charge for payment. following expiry of the charge all or some of the enforcement actions in the non-exhaustive list below may be taken: -

- (a) **Wage Arrestment** – Enforcement of the Decree through deductions from the debtor's salary, made directly at source and paid by the employers in reduced sums due.
- (b) **Speculative Arrestment**—If MPS does not have employment details to carry out a Wage Arrest, the Sheriff Officer may be instructed to implement a Speculative Arrestment to recover the outstanding balance from the owner's bank account.
- (c) **Arrestment of rent**—**Sheriff's** Officer instructed to arrest the rent being paid by of any owner's tenant or subtenant.
- (d) **Attachment** – If the owner fails to adhere to the payment decree, the Board may recommend that an attachment is carried out. Sheriff Officers will attend a debtor's premises to value goods, then sell them to pay off the debt and offset any monies received against the factoring arrears.
- (e) **Serve an Inhibition** – preventing the owner from selling the property, obtaining secured borrowings against the property, or conveying any property without the settling outstanding factoring debts. The order is registered with the Land Register and lasts 5 years. Settlement of all sums due would be required before the Inhibition is formally discharged.
- (f) **Sequestration/ Bankruptcy** - When an owner has an outstanding debt of £3,000 or more, MPS may initiate action to declare the owner bankrupt.

- 8.3 MPS may also without obtaining a decree register a Notice of Potential Liability which is a notice on the property, not the individual owning the property. An NOPL prevents an owner from selling the property with a clear title. The sum due under the NOPL MUST BE PAID IN FULL before it will be discharged. If the property is allowed to pass without the sums due under The NOPL being paid the debt transfers as a liability to any new owner. NOPL'S last three years and can be renewed.
- 8.4 Any expenses and costs, both judicial and extrajudicial, incurred in recovering the debt will be charged directly to the relevant Owner.
- 8.5 If all available means to recover the debt have been exhausted without success, the outstanding amount may be distributed as a cost Joint liability between remaining homeowners as appropriate.
- 8.6 Homeowners should note that there are free debt advice organisations to consult if/when they fall into arrears. Owners also have access to MHA's Income Maximisation Team for advice and support.

9) COMPLAINTS/DISPUTE RESOLUTION

MPS prides itself on delivering a fantastic service to all customers and we're continuously looking at ways to improve. Therefore, we actively encourage feedback from owners to ensure they are satisfied with all aspects of the factoring service provided.

If an owner has a complaint relating to the factoring service, or a specific matter, MPS has a comprehensive Complaints Handling Policy which is attached to this WSS (Appendix 3). 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 apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) who, will determine whether MPS have failed to carry out their duty 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 MPS' complaints procedure has been exhausted.

Contact details for the First-tier Tribunal for Scotland (Housing and Property Chamber) are included within the Complaint's Handling Policy (Appendix 3).

10) ALTERATIONS

Owners proposing to carry out major alterations are required to notify MPS (as property manager). MPS will advise any co-owners, including Milnbank Housing Association MHA, 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 alterations to a flat will need permission of some kind – for example, 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.

11) COMMUNICATION

MPS will consult with owners on all factoring matters and hold owners' meetings on request to discuss any issues relating to the property.

Owners can contact MPS by visiting the office in person, by telephone (response within 2 working days), in writing or by e-mail (response within 5 working days). Contact details are in section 16 below.

MHA's website www.milnbank.org.uk has a section dedicated to owners called the 'Factors Zone'. This section contains information on all relevant policies regarding MPS's factoring service.

12) 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 addresses allow MPS to communicate effectively with all owners.

13) PRIVATE AND COMMERCIAL LETTING

If an owner privately lets their property, be it a residential property or a commercial

one, MPS will pursue the owner for payment and not the tenant as any factoring debt is due and payable by the owner of the property and not the tenant. A lease will regulate the agreement between the owner of the property and their tenant.

Any sums due in relation to common repairs and factoring are payable by the owner of the property and any enforcement action will be taken against them. It is the responsibility of each owner who is a landlord to ensure MPS have adequate contact details on file and the correct forwarding address for all invoices and correspondence. Failure to provide this could result in important information being missed and factoring debt accumulating.

14) CHANGING FACTOR AND HOW TO END THE ARRANGEMENT

Homeowners can call a meeting at any point to discuss and vote on a change of factor in accordance with the Title Deeds or a Deed of Conditions attached to the property. For a change to be implemented, generally (unless the Deeds provide otherwise) a majority decision would be required.

In the event MPS does not wish to continue to act as factor, this would be communicated in writing to homeowners, giving notice in the first instance., as set out in the title deed, or where the title deed is silent by giving three months written notice.

If factoring services transfer to another factoring company, MPS will liaise with the newly appointed factor regarding all relevant information, provided they have been formally appointed in line with the Title Deeds and we are able to do so in line with GDPR. This process may require letters of authority from the majority of homeowners to confirm their instructions on the information they wish to be shared.

Following a change of factor, MPS will issue a final invoice to owners within 3 months of our services being terminated, unless there is a legitimate reason for a delay, such as awaiting final invoices from Contractors.

15) DECLARATION OF INTEREST

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

16) CONTACT DETAILS

MPS's contact details are:

Milnbank Property Services
53 Ballindalloch Drive
Dennistoun, Glasgow G31 3DQ

Tel No: 0141 551 8131

Out of Hours service (for emergencies): 0141 551 8131 – owners will be advised if this number changes.

E-mail: propertymanagement@milnbank.org.uk

Website: www.milnbank.org.uk/factors-zone-home/

17) DATA PROTECTION

MPS 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.

MPS's appointed Data Protection Officer is Pauline Munro 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.munro@milnbank.org.uk.

MHA is registered with the Information Commissioner's Office (Reg No: Z627136X)

18) COMPLIANCE

Under s14(5) of the Property Factors (Scotland) Act 2011, MPS must ensure compliance with the Factors Code of Conduct (as updated and published in January 2021), a copy of which can be found on the Scottish Government Website. <https://www.gov.scot/publications/code-of-conduct-for-property-factors-2021/documents>

Any decisions by the First-tier Housing Tribunal in relation to MPS's compliance with the Code of Conduct and/or its duties under s17(5) of the Property Factors (Scotland) Act 2011 are publicly available and published on the First-Tier Tribunal for Scotland (Housing and Property Chamber) website.

19) MPS VAT REGISTRATION NUMBER:

The VAT Registration Number for MPS is: 927484587.

APPENDIX 1
SERVICES PROVIDED BY MILNBANK PROPERTY SERVICES

MPS will:

1. Issue factoring invoices on a quarterly basis.
2. Instruct repairs to the common areas which are reported by homeowner(s) or identified by MPS or MHA staff when out on routine site inspections.
3. Undertake inspections to determine if common repair(s) are required and identify a suitable contractor to complete the works.
4. Arrange and administer the maintenance of common areas by appointing reliable and capable contractors and service suppliers.
5. Appoint/employ professional cleaning contractors for the regular cleaning and upkeep of common closes.
6. Appoint/employ a gardening/landscape contractor and (where appropriate) MHA's in-house Estates Team to deliver an effective Estate Management Service within backcourts, front gardens and communal areas. This includes a bulk uplift service.
7. Obtain estimates from various contractors for the same job where its considered to be in the best interests of the owners, advise the owners as appropriate and obtain their instructions if required (in terms of the Title Deeds or relevant Deed of Conditions) before proceeding.
8. Review all contractors invoices when received, to ensure charges are appropriate and relevant to the work undertaken.
9. Investigate any complaints received from owners and pursue them to a satisfactory resolution.
10. Arrange a block buildings insurance Policy on behalf of all owners.
11. Deal with homeowners' communications and enquiries.
12. Handle correspondence, enquiries and reports from professional representatives and others relating to matters arising from the day-to-day provision of the factoring service.
13. Attend on request (where possible) meetings of homeowners, local residents groups etc. to give advice and answer enquiries on factoring issues.
14. Enforce debt recovery procedures in relation to unpaid factoring accounts including the implementation and instruction of legal action.
15. Undertake periodic pre- and post-inspections of common areas and work carried out.

BLOCK BUILDINGS INSURANCE DETAILS

As determined under clause 5, the Buildings Insurance premium costs will be charged to all owners in equal proportions each quarter in advance. The calculation of the premium is as follows:

Your annual current premium for buildings insurance is £149.67 (£37.41 per quarter)

NIG Insurance

Policy Number: 006475470

Claims Procedure:

When an event occurs which could give rise to a claim under this policy, you shall immediately notify Howden (details below) with particulars and proofs as may be reasonably required – notification should be made as soon as possible BUT NOT LATER THAN:

- within 7 days of the event in the case of damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons. Or
- within 30 days of the event in the case of any other claim

Claims should be reported in the first instance to:
Howden Scotland Insurance Brokers (Claims Department)
76 Coburg Street, Edinburgh EH6 6HJ.
Telephone: 0131 553 2293
Email: Claims.Scotland@howdeninsurance.co.uk

The Broker will check with MPS to confirm your premiums are up to date this will avoid any delay.

A copy of the Buildings Insurance Summary of Cover is available on request from the MPS Factoring Team or visit www.milnbank.org.uk.

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/April 2024



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www.milnbank.org.uk

A registered Scottish Charity No.SC039891 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 data 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 MHA's 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 MPS 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:

propertymanagement@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

All complaints received from homeowners should be in writing. MPS will adhere to Data Protection legislation when handling a homeowner's personal data.

WHAT IF I AM STILL DISSATISFIED?

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 MPS 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 MPS's complaints procedure has been exhausted.

Contact details for the First-tier Tribunal:

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

Website: <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 MHA. If you have told MHA about it but it has not been resolved 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: propertymanagement@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.