



Name of policy	Provision of Information in Resales Policy
Responsible Officer	Managing Director - YourPlace
Approved by YourPlace Board	<i>25 June 2009</i>
Date of Next Formal Review	<i>June 2012</i>

YourPlace will provide this policy on request at no cost, in large print, in Braille, on tape or in other non-written format, and in a variety of languages.

YourPlace Property Management

Resale Charges Policy

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1. INTRODUCTION

- 1.1 YourPlace Property Management (trading name of GHA (Management) Ltd) is a wholly owned subsidiary of The Glasgow Housing Association Ltd (GHA), established to deliver the factoring service to owners of former Glasgow City Council (GCC)/ GHA property, initially sold under the Right to Buy legislation and also those properties subsequently sold on through the private market.
- 1.2 As factoring agent, YourPlace, on behalf of GHA, is responsible for general management and administration of the common property.
- 1.3 YourPlace also directly factors, through individual factoring agreements, blocks of properties, including commercial outlets, which are not Right to Buy / ex GCC and have usually been previously factored by a private commercial factor.
- 1.4 When a factored owner sells their property, as part of the sale transaction, the purchaser will require the seller to display various information from the property factor. This results in a request by the seller to YourPlace for an array of information. This is not only to satisfy the purchaser, but is also to ensure that the current customer's liability for incurred common charges end at the date the sales take place.
- 1.4 This policy covers the provisions of this information and the fees that are levied to cover the cost of this service. The policy also sets out service guarantees in terms of timescales for responding to requests for the provision of information.
- 1.5 This document takes into account statutory and regulatory requirements.

2. PRINCIPLES, AIMS & OBJECTIVES OF THIS POLICY

2.1 Principles

- The principle of the policy is that YourPlace will deliver a range of services to suit the needs of owners, but ensuring that charges for the provision of any additional service beyond normal factoring arrangements cover the cost of providing the service and are charged only to those owners requesting the service.

2.2 Aims

- YourPlace aims to provide an efficient factoring service and value for money services for owners in factored properties. We will ensure that charges cover the cost of providing the service we offer and that only those owners benefiting from a service, pay for it.
- YourPlace will consistently aim to do what we say we will and we will meet targets and deadlines and focus on excellent performance. Where, in terms of this policy, we fail to deliver on the stated timescales for responding to request from a customer for information on a resale, we

will waive the fee that would normally be payable by that customer in that particular instance.

2.3 Objectives

The objectives of this Policy are to:

- Provide factored owners or their appointed agents/ representatives with clear information on the service that can be provided on request when they are selling their home.
- Explain the charge that will be levied for this service, the circumstances when it will be charged and what this is designed to cover.
- Provide training to staff to make sure that when dealing with customers they understand the policy and procedures and operate them properly.
- Set out the performance monitoring information that will be collected to measure adherence to timescales and also the cost of service provision against income received.

3. EQUAL OPPORTUNITIES STATEMENT

- 3.1 YourPlace is committed to providing fair and equal treatment to all its stakeholders including factored owners and will not discriminate against any on the grounds of race, colour, ethnic or national origin, religion, age, gender, sex, sexual orientation, marital status, family circumstances, employment status or physical ability.
- 3.2 This policy complies with GHA's Equal Opportunities Policy, which is deemed to equally apply to YourPlace. YourPlace recognises its pro-active role in valuing and promoting diversity, fairness, and equality of opportunity by adopting and promoting fair policies and procedures.
- 3.3 YourPlace will check this Policy and associated procedures regularly for their equal opportunity implications, taking appropriate action to address inequalities likely to result or resulting from the implementation of the policy and procedures.

4. LEGAL & REGULATORY FRAMEWORK

- 4.1 In formulating and implementing this policy, statutory requirements along with the Scottish Housing Regulator's Performance Standards and good practice have been incorporated, where required.

5. POLICY - PROVISION OF INFORMATION IN REALES

5.1 The Information Commonly Requested at Resale

- 5.1.1 The resale request will be made by the seller's solicitor (i.e. the current customer). It commonly asks for the following: -
- To note the sale and appropriation charges accordingly from the date of the sale between current and new owner.
 - To exhibit the seller's current account position (i.e. for common charges, repairs and capital works)
 - To exhibit the Common Insurance Policy.
 - To report any major investment plans or extraordinary repair works carried out, but not yet billed to the owner.
 - To report any major investment plans or extraordinary repair works planned, but not yet carried out. This requires liaison with various parties to identify with as much accuracy as possible any planned works (i.e. to YourPlace/ GHA and the Local Housing Organisation's records)
 - To write to the purchasers solicitor detailing all factoring charges and billing arrangements.
- 5.1.2 Administrative processing is also required to either refund the deposit of £50, if paid, and if all accounts are cleared and no work/ services have been instructed but have yet to be billed, or, to move this from the deposit account to offset any balances outstanding.
- 5.1.3 Staff then have to actively monitor the resale to ensure it takes place, to make sure the sellers solicitor settles all balances promptly and to proceed with altering all system records to the new owner.
- 5.1.4 It is also intended that where YourPlace/ GHA have recorded a Notice of Potential Liability for Cost under the Tenement (Scotland) Act 2006, which allows the factor to pursue settlement of identified costs against either the current owners or a purchaser, that this is also highlighted to both seller and purchaser. As such a Notice would be recorded with the Registers of Scotland, this will be formally identified as part of formal Title change.
- ### **5.2 Who Can Make the Request for Information and Receive the Data**
- 5.2.1 As the information requested is particular to the current owner, only the owner personally, or their appointed agent/ representative can request the personal information and receive it from YourPlace.
- 5.2.2 On request from the seller, YourPlace will provide property specific data to the identified purchaser setting out the common charges for the building and billing/ payment requirements.

5.3 Accuracy Of Information

- 5.3.1 YourPlace will use experience and best endeavours to ensure the information it provides to sellers is accurate.
- 5.3.2 In terms of information relating to report any major investment plans or extraordinary repair works planned, but not yet carried out, YourPlace will liaise with various parties (GHA and the Local Housing Organisation's records) to identify with as much accuracy as possible any committed planned major works.
- 5.3.3 The information provided will be as accurate as possible at the time it is provided. As the position can rapidly change, if there is any delay between the information being provided and the sale concluding, information may become out of date. It is suggested to sellers and/or their solicitors that information requests are made as close to the date of sale as possible. Any requests for updated information will require all processes and checks to be repeated and therefore will be treated as a new request, subject to a further fee charge.

5.4 Fees

- 5.4.1 The standard Deed of Conditions for each common property provides for the reimbursement to the factor of expenses properly incurred by him in the performance of his duties.
- 5.4.2 The scale of resale administrative activity is considerable and requires a substantial resource to manage all that is involved, at routine volumes and within acceptable timescales.
- 5.4.3 As this is a service only requested by owners selling their property and is beyond the range of services routinely provided to all factored owners and covered by the standard management fee, the service attracts a separate fee to cover the cost of provision of the service.
- 5.4.4 The fee payable with each request for information has been £60 since 1 April 2009. This is liable for Value Added Tax (VAT) at the current rate. At the time of approving this Policy, VAT is 17.5%, making the full fee, £70.50.
- 5.4.5 No application is processed until the full fee is paid.
- 5.4.6 Where the owner wishes YourPlace to use their common charges deposit if it is not required for any other purpose (see Section 5.5.1), or any credit balance on their common charges to offset the fee, YourPlace will be happy to do this on receipt of written authority from the owner or their legal representative. Where this is insufficient to cover the fee, until the balance is received, the request for information will not be processed.
- 5.4.7 The fee level will be subject to review from time to time to ensure it covers the cost of providing the information. Anyone requesting resale information will be informed by YourPlace of the current rate.

5.5 Service Delivery Guarantee

- 5.5.1 YourPlace commits to issue provide the information requested no later than 5 working days (excluding public holidays) of the date the request is received accompanied by the appropriate fee.
- 5.5.2 YourPlace guarantee that if we fail to deliver on the commitment of providing the information within the timescales outlined, then the fee will be reimbursed to the owner or their appointed agent/ representative (whoever has made the request and paid the fee).
- 5.5.3 The service delivery guarantee will only apply from the date the request, accompanied by the correct fee, and is received at the offices of YourPlace.

5.6 Commencement Date

- 5.6.1 This policy will apply to all requests received in YourPlace from Monday 1 April 2009 and replaces the policy existing before that since 3 April 2006.
- 5.6.2 The Policy will apply until it is revised, replaced or rescinded by the Board of YourPlace.

5.7 Performance Monitoring

- 5.7.1 Reports will be obtained from the computerised mail recording system to monitor adherence to committed timescales.
- 5.7.2 YourPlace will also review the costs of providing the service set against the income received to ensure it is self-financing.
- 5.7.3 Information on resale fees collected will be collated and reported to the YourPlace Board as a routine part of the Business Performance Monitoring.

6. TRAINING AND AWARENESS

- 6.1 YourPlace will ensure that all staff and the Board of Directors are aware of the Provision of Information on Property Resales Policy. All staff who are likely to deal with enquiries regularly will receive appropriate training.

7. POLICY REVIEWS/ CONSULTATION

- 7.1 YourPlace will initially review this policy at least a 3 yearly cycle or earlier if required by satisfy business needs, work activity or legal requirements.
- 7.2 Where YourPlace proposes amendments to this policy, consultation will take place with owner representative bodies, e.g. the citywide Owners Forum.

8. CONFIDENTIALITY

- 8.1 All information given by owners and service users in relation to this policy will be treated as strictly confidential and will not be discussed with third parties without their permission. YourPlace will comply with the requirements of the Access to Personal Files Act 1987 and the Data Protection Act 1998 in this regard.