



# Common Repair, Common Sense



# **A homeowner's guide to the management and maintenance of common property**

**Compiled for HomePoint by The Scottish Consumer Council**



## Is this guide for you?

Anyone who owns a home knows that it occasionally requires repairs. Good maintenance goes a long way to preventing costly repair work, but who is responsible for maintenance and repairs when other people own part of the property? If you live in a tenement, a high-rise block, a four-in-a-block or even a block of flats over a commercial property, you will be liable for maintenance and repair of the property's common parts like the roof, the close or stair and the back green. So how do you find out what your responsibilities are – and what it takes to fulfil them?

If you own a home where any of the property is owned in common, this guide will tell you how to find out about your responsibilities for maintaining the common parts, how to fulfil them, what a property manager can do for you, how to take care of maintenance, how to get repairs agreed and organised, how to resolve disputes, and where to go for information and advice.

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# 1 Who is this guide for?

This guide is for owners of tenement flats in Scotland. It covers your responsibilities for maintaining and repairing the common parts of the building.

## What is a tenement?

While a tenement has traditionally been thought of as a residential sandstone or granite building of three or four stories, it has a broader legal definition.

**A tenement is a building comprising two or more related flats that are owned or designed to be owned separately and which are divided from one another horizontally.**

Therefore, large houses that have been converted into flats, high-rise blocks, four-in-a-block and modern blocks of flats are tenements. So too are blocks of flats with commercial properties in them, such as ground floor shops, and office buildings, if they have two or more flats in them.

This guide tells you about:

- how to find out about your responsibilities for maintaining the common parts or areas;
- your title deeds;
- how you can change conditions in your title deeds;
- the Tenement Management Scheme;
- what you can expect from a property manager or factor;
- how you can organise maintenance and repair work;
- where you can get technical and financial advice;
- how you can deal with uncooperative owners and disputes;
- where you can get information and advice.

Parts of this guide are also relevant to owners of houses on modern estates where the estate includes common property, such as common ground and the access road, if the road has not been taken over by the local authority.

If you are buying a flat or a house in a modern housing estate, you should make sure that your solicitor explains the provisions of the title deeds so that you are clear about the obligations, rights and responsibilities you will be accepting. If the tenement or the estate is professionally managed, your solicitor should ask the property manager or factor for information about common maintenance obligations and their costs.

**While this guide tells you about your responsibilities and rights under the law, it does not give a full explanation of the law or tell you about the specific obligations that apply to your own flat. That information can only be found in your title deeds. For guidance on your title deeds, ask your solicitor.**

## 2 What are my responsibilities for maintaining the common parts or areas?

While you are solely responsible for the upkeep of your own flat or house, parts of the tenement building or estate are normally the joint responsibility of the owners whose title deeds say they have a right of common property.

If you share ownership of your flat with one or more people, then any of you can, without the agreement of the others, do whatever is necessary to fulfil your responsibilities for maintenance.

You and your co-owners are jointly and separately liable for any maintenance costs. That means that if you and your co-owner don't contribute your share of costs, your fellow owners could take action through the sheriff court against both of you or either of you.

As well as your responsibilities for maintenance, you are prohibited from:

- doing anything that would interfere with any part of the building that provides support and shelter;
- doing anything that would interfere with the natural light of any part of the building.

If you own a tenement flat, you are also responsible for those parts in which you have a 'common interest' which are the parts that provide support and shelter for the building as a whole.

### Is insurance a common responsibility?

No. You are responsible for insuring your own flat. However, in reality, you are not adequately insured unless you and all your neighbours are adequately insured. You and your fellow owners are legally obliged to insure your flats for their reinstatement values. You and your fellow owners can also meet this obligation by taking out a common policy of insurance for the reinstatement value of the entire building. The reinstatement value is the cost of rebuilding the tenement rather than just its market value, which may be far less.

Each owner in the building, including co-owners of individual flats, has the right to ask his or her fellow owners for evidence of their insurance policies and payments of the premiums. A request for this information must be made in writing and the owner to whom the request is made must produce the evidence within 14 days.

If you or any of your fellow owners don't insure your flats for their reinstatement values, any of the other owners can enforce this obligation in the courts.

If an owner refuses to provide evidence of an insurance policy and payments of the premiums or to insure his or her flat for its reinstatement value, you should seek legal advice – see section 9 **How can we deal with uncooperative owners and disputes?**

If your title deeds do not say specifically what insurance cover you must have, you and your fellow owners can use the provisions in the Tenement Management Scheme – see section 5 **What is the Tenement Management Scheme?** – to take out a common insurance policy to cover the common parts for which you are responsible. You can use a combination of common and individual insurance policies to meet your obligations.

## Talking to and meeting with your neighbours

To ensure that the common parts of your building are properly maintained, you and your neighbours need to fully participate in collective decision-making so that you can decide how routine and one-off maintenance and repairs should be carried out.

When a decision is taken, you need to ensure that the work is carried out. That could either be the responsibility of one or more nominated owners, or the responsibility of your property manager or factor, if you have one.

If you have exercised your right to buy your flat from a local authority or registered social landlord, your former landlord may retain responsibility for managing the building.

You should have regular communications with your neighbours about common maintenance and repairs. While this can be done through individual contacts, e-mail or letters, regular meetings will avoid matters that should be attended to being allowed to drift.

Meetings can be formal, with an agreed set of rules, or informal, with the business preceding a social event. Whichever style you use, you must keep a clear record of decisions taken at meetings.

If you have a property manager or factor – see section 6 **What services can we expect from property managers and factors?** – your meetings will provide an opportunity to discuss with the manager common matters that need attending to.

An owners' association can help to generate a sense of community between neighbours, act for you and your neighbours in organising common maintenance and repairs, or help your property manager or factor to function more effectively.

There are proposals to introduce a legal requirement for new developments of 12 or more flats to have an owners' association. If you live in such a development, a solicitor or one of the agencies referred to in section 10, **Where can I get information and advice?**, will be able to tell you whether this has come into effect.



### 3 What is in my title deeds?

Your title deeds normally tell you about your responsibilities for the common property. They define the location of your flat, for example, top floor, left flat, and tell you about your rights and responsibilities for your own flat and your shared responsibilities for the tenement. They may also say who owns the common parts and tell you about the owners' obligations to manage and maintain them.

Your title deeds will include deeds that tell you about the management of the tenement. Details of management and maintenance are usually found in the breakway deed, that is, the deed that was drawn up at the time of the first sale, and the deed of conditions. The breakaway deed or the deed of conditions may:

- tell you about your responsibilities for the management and maintenance of the common parts;
- tell you how decisions about them should be taken;
- tell you how costs are to be allocated between owners;
- provide arrangements for paying for maintenance works and services.

Your title deeds will be recorded in the Register of Sasines or registered in the Land Register of Scotland. The Land Register is now operational throughout Scotland and a new owner's interest is registered in this register when a property is sold.

It will take some time for all property to be registered in the Land Register as property is only registered if it is newly built or newly converted, or when it is sold for the first time after a county was included in the Land Register. Until then, title to the property will be recorded in the Register of Sasines. Both registers are maintained by the Registers of Scotland Executive Agency. To find out which register your property is in, contact the Registers of Scotland Executive Agency, see section 10 **Where can I get information and advice?**

While the Register of Sasines simply records the deeds as they were originally drawn up, property details in the Land Register are set out in a Land Certificate.

The Land Certificate contains:

- a Title Sheet, with a plan linking the property to an Ordnance Survey (OS) based Digital Index Map;
- a Property Section, which describes the property and the rights that go with it;
- a Proprietor Section, which gives details of the current owner;
- a Charges Section, which shows details of securities that affect the property, for example, a mortgage;
- a Burdens Section, which gives details of the obligations affecting the property in the same terms as they appear in the original deeds.

If you don't have a copy of your deeds, you can get a copy from:

- the Registers of Scotland;
- the solicitor who did the conveyancing when you bought your flat, if you don't have a mortgage; or
- your mortgage lender.

You may be charged a fee for a copy of your title deeds. If you are buying a flat, you should ask for a copy of your title deeds or Land Certificate at the time.

Your Land Certificate or title deeds and any associated deed of conditions may tell you all you need to know about your responsibilities for the common parts of the tenement. However, older title deeds are not always clear about what is included in the common parts or how decisions about their maintenance and repair should be taken and carried out.

If there are gaps or defects in your title deeds, section 5 **What is the Tenement Management Scheme?** tells you what happens in those circumstances.

## 4 How can I change conditions in my title deeds?

The conditions in your title deeds are obligations – known as burdens – that go along with the ownership of your flat. When you bought your flat, you accepted the conditions and when you sell it, they will remain with the flat. They are put in the title deeds to control the use of the flats in the tenement, for example, by banning letting or business use, or to ensure that the owners maintain or contribute to the maintenance of the common parts.

The conditions in your title deeds will most likely also be in the title deeds of your fellow owners. While you may see a condition on shares of repair costs as unfair, your fellow owners may see it as a benefit. Similarly, your neighbour may see a condition banning business use as an unwanted burden, while you see it as a benefit. Therefore, if you want to remove or change a condition, you have to consider the effects on your fellow owners.

The process depends on how many of the owners in a tenement agree to the change:

- if all of you agree, then it is relatively straightforward;
- if the majority of you agree that you want a condition in your title deeds changed, again the deed is drawn up and sent to the Lands Tribunal. If no-one objects to the Lands Tribunal they will certify the deed. If someone objects the Lands Tribunal will make a decision;
- if 25% of the owners wish to make a change, they can apply to the Lands Tribunal for a decision.

If you act alone, or in the minority, and your fellow owners object, it will be much more difficult to persuade the Lands Tribunal for Scotland to change the condition – see **Applying to the Lands Tribunal for Scotland** below.

If you wish to make changes to your title deeds, you will need to use a solicitor to do so. Any changes to your title deeds, and the title deeds of any of your fellow owners who are affected by the change, must be registered in the Land Register of Scotland or the Register of Sasines. You will be charged fees by the solicitor for preparing the changes and by the Registers of Scotland Executive Agency for registering them. A solicitor, local advice centre or Registers of Scotland Executive Agency can give you information and advice on this – see section 10 **Where can I get information and advice?**

There are three possible methods for changing a condition in your title deeds:

- drawing up a Deed of Discharge or Variation;
- applying to the Lands Tribunal for Scotland to change or remove a condition;
- issuing a Notice of Termination.

These methods are outlined below. If you decide to use one, your solicitor will tell you how to go about it and how much it will cost.

## Obtaining a Deed of Discharge or Variation

You or your lawyer can draw up the Deed of Discharge to remove or vary conditions. This can affect the burdens and impose new burdens on other properties in the tenement. While it is not essential for all owners to sign the deed, you must tell them about it and give them an opportunity to object.

## Applying to the Lands Tribunal for Scotland to change or remove a condition

You can ask the Lands Tribunal to remove or change a condition if more than 25% of the owners in the tenement wish this. That means that you do not need the consent of the majority of owners, which in practice may be difficult to achieve in large developments. If any of your fellow owners who benefit from the condition oppose your application, the tribunal will consider its merits before deciding whether to grant it. If your application is unopposed, it will be granted, depending on the condition. It will not be granted without consideration, even if it is unopposed, if it applies to:

- a facility, for example, an obligation to maintain or contribute to the maintenance of a common facility, such as the common parts of the tenement;
- a service, for example, an obligation to allow water pipes or electric cables to pass through your flat to other flats.

## Issuing a Notice of Termination

If the condition is more than 100 years old, you can send your fellow owners who benefit from the condition a Notice of Termination. If none of them does anything for eight weeks, you can apply to the Lands Tribunal to have it registered in the Land Register or the Register of Sasines. During those eight weeks, any of your fellow owners can apply to the Lands Tribunal to have the condition renewed. You cannot use this method to remove or change a condition that applies to a facility or a service (see above).

If you buy your flat from an owner who has sent his or her fellow owners a Notice of Termination but the process has not been completed, you can take it over.

## 5 What is the Tenement Management Scheme?

If there are gaps in your title deeds, such as them not saying how decisions should be taken or not describing all the common parts, or defects, such as allocating shares of costs that do not add up to 100%, then the Tenement Management Scheme will fill the gaps or correct the defects. The scheme is part of the Tenements (Scotland) Act 2004. It does not affect your ownership of your flat.

The Tenement Management Scheme is a fall-back model for the management and maintenance of the parts for which you and your fellow owners have a common responsibility and a shared interest. If your title deeds say how any of the matters covered by the scheme should be dealt with, then you do what your title deeds say you should. If any matter in the scheme is not covered by your title deeds, then the relevant part of the scheme will apply to that matter. You may find that your title deeds do provide for procedures covered by the Tenement Management Scheme but that they are less comprehensive. In that case, you must follow your title deeds but you and your fellow owners could improve the procedures in your title deeds by changing the conditions in them – see section 4 **How can I change conditions in my title deeds?**

You should read this section of this guidance on the Tenement Management Scheme and compare it with your own title deeds or Land Certificate so that you can identify any gaps or deficiencies in your deeds or certificate that the scheme will have to make up for. If you are not clear about the content of your title deeds you should contact one of the sources of advice given in section 10 **Where can I get information and advice?**

Title deeds for new developments may be based on the Tenement Management Scheme. However, developers are free to vary them to suit their own requirements, so you should check your title deeds for gaps and defects.

This section on the Tenement Management Scheme covers:

- the definitions of ‘scheme property’ and ‘maintenance’. These are essential to the whole scheme as it covers only scheme property and its maintenance, so that not all parts of the tenement will be covered;
- procedures for making decisions;
- matters on which you can make decisions;
- how costs are divided;
- how you can act in an emergency.

While this guidance tells you about your responsibilities under the law, it does not give a full explanation of the law.

## Scheme property and maintenance

The principle of 'scheme property' is that some parts of the tenement are so vital that their maintenance should be the responsibility of all of the owners who have common property rights in those parts. Scheme property includes:

- any part of the tenement that is the common property of two or more owners, for example, the close or stair;
- any other parts of the tenement that your title deeds say must be maintained by two or more owners, for example, the gutters and downpipes.

For the avoidance of doubt, and to ensure that the main structural parts of a tenement are included in the definition, 'scheme property' also includes the following specific parts of a tenement:

- the ground on which it is built;
- its foundations;
- its external walls;
- its roof, including the rafters and any structure supporting the roof;
- the part of a gable wall that is part of the tenement building;
- any wall, beam or column that is load-bearing.

Scheme property does not include:

- any extensions that form part of only one flat;
- any door, window, skylight, vent or other opening that serves only one flat;
- any chimney stack or chimney flue that serves only one flat.

If a part of the tenement is the common property of two or more, but not all, of the owners in a tenement, then only those owners with common property rights in those parts are responsible for the maintenance of that part of the property.

Maintenance of 'scheme property' includes:

- repairs and replacement;
- cleaning;
- painting and other routine works;
- gardening;
- the day-to-day running of the tenement;
- the reinstatement of part of the tenement building.

Maintenance does not include alteration, demolition or improvement, unless the improvement is part of maintenance work. For example, if you need to replace the main door, adding an improved modern lock is likely to be counted as maintenance, rather than improvement, although this will depend on the extent of the work and the cost involved.

## Taking decisions with other owners

Any decision taken by you and your fellow owners about scheme property in accordance with your title deeds or in accordance with the Tenement Management Scheme is known as a scheme decision. However, if your title deeds have procedures for taking decisions and the same procedures apply to each flat, then the title provisions apply. The requirements for voting, consultation and notification (see the sub-sections on these below) only apply if your title deeds do not make provisions for taking decisions, or if these are inconsistent between the title deeds of different owners.

Scheme decisions are binding on you and your fellow owners and your successors as owners. Any obligation arising from the scheme or as a result of a scheme decision can be enforced through the courts by any owner or anyone authorised by an owner. However, before you consider legal action, you should consider alternative ways of resolving the problem – see Section 9 **How can we deal with uncooperative owners and disputes?**

## Matters on which you and your fellow owners can take scheme decisions

Unless your title deeds say that you cannot, you and your fellow owners can take scheme decisions to:

- carry out maintenance to scheme property;
- have scheme property inspected so that you can decide whether and how much maintenance is needed;
- appoint or dismiss a manager or factor to manage the tenement;
- authorise a manager or factor to carry out inspections and arrange maintenance up to a particular cost;
- arrange a common insurance policy for the reinstatement value of the tenement;
- decide that an owner does not have to pay his or her share, or part of a share, of a scheme cost;
- authorise any maintenance of scheme property already carried out by one owner;
- install a door-entry system controlled from each flat, even if it is not to replace an existing system;
- change or cancel any previous decision.

## Voting

Your flat has one vote and that can be used by you or someone appointed by you. However, you do not have a vote on decisions about maintenance if you are not liable for the costs of maintenance to that part of the tenement.

If you share ownership of your flat with one or more people, then any one of you can use the vote. However, if you disagree on how to vote, no vote is accepted unless one of you owns more than half your flat, in which case he or she can use the vote, or the vote is agreed among those who own more than half the flat.

Unless your title deeds set out procedures for making decisions, a scheme decision is decided by a majority vote. You are free to make decisions about improvements, for example installing a communal satellite dish, but agreement on those must be unanimous, unless your title deeds set out voting procedures for these.

## Meetings and consultation

If a meeting is arranged to make a scheme decision, all the owners entitled to vote must be given at least 48 hours' notice in writing. Notification of a meeting must be in writing, which includes e-mail and fax. It can be sent to the owners or the owners' agents by post, delivered by hand or sent electronically. If the name of an owner is not known, then the notice can be sent to the owner's flat addressed to 'The Owner' or 'The Proprietor'. A posted notice is given on the day it is posted, and an electronic notice on the day it is sent.

However, if an owner wants a scheme decision made but does not want to call a meeting, he or she must consult all the other owners entitled to vote on the matter and record their decisions, unless that is impractical because, for example, an owner is absent. Other owners could be consulted simply by going round the doors. If more than one person owns a flat, only one of them need be consulted.

## Notification of decisions

When a scheme decision was made at a meeting you attended, you will have known about it at the time. However, if the decision was made at a meeting when you were not present, you must be told about it as soon as possible by someone nominated at the meeting to do so. If there was no meeting, the person who proposed the decision must tell you and your fellow owners.

The methods that can be used to notify owners of a decision are the same as those for meetings (see above).

You may be unhappy about a decision you did not vote for or a decision taken before you bought your flat. If the decision you did not vote for was about maintenance for which you are liable for 75% or more of the costs, you can cancel that decision by sending the other owners or their agents (that is persons or firms authorised to act on their behalf) a written notice. Otherwise, you can apply to the sheriff court to have it cancelled. The sheriff will only cancel a decision made by the majority of owners if it is not in the best interests of the owners as a group or if it is unfair to one or more of them. You should take legal advice about going to the sheriff court. You must apply to the court within 28 days if the decision was made at a meeting you attended, or from when you were told about the decision. During that time, the decision cannot be implemented. The section above on **Meetings and consultation** tells you about the requirements for sending a notice.

## Emergencies

Emergency work is work that would prevent damage to any part of the tenement or work required in the interests of health and safety that cannot wait for a scheme decision to be taken. Few repairs are likely to be this urgent and the provisions for emergency work should not be used simply because there is a disagreement between neighbours on the need for the work.

There is no legal definition of what constitutes an emergency. So, in the event of a dispute over such work, you and your fellow owners would have to be able to justify it.

In an emergency, you or any other owner can instruct work without a scheme decision. You will all be liable for the costs in the same way that you are liable for maintenance costs – see **How are costs shared?** below.

## Maintenance account

If you and your fellow owners take a scheme decision to carry out maintenance, or your manager or factor decides to do so, contractors may not be willing to start work unless the money has already been collected. Therefore, you can decide that each owner who is liable for a share of the cost should deposit his or her share of the estimated cost with someone nominated for this purpose, which could be an owner, property manager or agent, not less than 28 days after the decision was made.

If the deposit for the work is more than £100 or, if taken together with other deposits made in the past 12 months, more than £200, then the money must be paid into a maintenance account. These sums may be changed by the Scottish Parliament from time to time to reflect the value of money. The account must be one that pays interest with a bank or building society and a property manager or at least other two people (who do not have to be owners) must be authorised to operate the account on behalf of the owners.

When a maintenance account is required, you and your fellow owners must be told about it in writing by whoever is nominated to hold deposits. You must also be given a note that summarises the work to be carried out and details of:

- the estimated cost and why it is considered necessary;
- how the shares of the cost have been worked out;
- the other owners' shares;
- the date the decision was made;
- the timetable for the work, including the start and finish dates;
- the number and location of the maintenance account and the names and addresses of those authorised to operate it;
- a refund date on which you can reclaim your deposit if the work is not started by the start date.

If you are not given a refund date, you can reclaim your deposit if the work has not started 28 days after the start date. Any money left in the account after the work has been paid for must be shared among the depositors in proportion to the shares they deposited.

## Scheme costs – who is responsible for what

You and your fellow owners are liable for the following costs incurred as a result of a scheme decision from the date of the decision (unless your title deeds say otherwise):

- maintenance or inspection for maintenance;
- payments to a manager or factor to carry out inspections and maintenance;
- the running costs of scheme property that benefit more than one flat;
- costs that your local authority can reclaim for work carried out by it, for example, after serving a repairs notice and then carrying out the work itself;
- management fees and costs;
- common insurance premiums;
- the costs of calculating the floor area of any flat, where this is necessary to decide how costs should be shared;
- the costs of installing a door-entry system that can be controlled from each flat;
- any other costs relating to the management of scheme property.

If any owner refuses to pay his or her share of a scheme cost, the obligation to pay can be enforced in the sheriff court by any owner or anyone authorised by an owner or owners.

In these circumstances, you should take legal advice – see section 10 **Where can I get information and advice?**

## How are costs shared?

Your title deeds usually tell you how costs are to be shared between owners and, where they do, they must be followed. If your title deeds have gaps (for example, they don't say anything on costs) or defects (for example, the cost allocation does not add up to 100%), then you should follow the Tenement Management Scheme.

In the Tenement Management Scheme, costs are shared equally between you and your fellow owners, except where the part in need of maintenance or repair is:

- the responsibility (as set out in your title deeds) of only some and not all of the owners, in which case only those who have responsibility will share the cost;
- where the floor area of the largest flat is more than one and a half times that of the smallest flat. Where the floor area of the largest flat is more than one and a half times that of the smallest flat, liability for costs is determined by the floor area of each flat. The cost of measuring the floor areas is shared equally.

If your title deeds don't say anything about common insurance, then you and your fellow owners can make a scheme decision to have a common insurance policy for the reinstatement value of the tenement. You should decide among yourselves the fair contribution of each owner to the premium. However, if your title deeds say you must have common insurance, then you must each contribute in the proportions stated in your title deeds. If they don't apportion shares, then you must contribute equally to the premium.

If an owner is unable to pay his or her share of costs, the other owners can decide that he or she is exempt and divide it among themselves. If the share cannot be recovered because the owner is bankrupt or cannot be found, the other owners still have to divide the share among themselves but that owner remains liable to repay the other owners.

## Am I liable for the costs of a decision I didn't know about?

If a scheme decision to incur costs that affect you did not follow the correct procedure when it was made, you are not liable for your share of the costs if:

- you were not aware that the decision incurred costs;
- on becoming aware, you immediately objected to the costs being incurred.

In these circumstances, the other owners must share the costs.

## What happens if I sell my flat?

If you are liable for costs incurred as a result of a scheme decision and you sell your flat, you will remain liable if the work or maintenance is carried out before the date your flat changes hands. However, before you sell, you, your fellow owners or your property manager can register a notice in the Land Register of Scotland or the Register of Sasines, depending on where your title deeds are registered, that you are potentially liable for unpaid costs. If a notice is registered at least 14 days before the date that the new owner acquires ownership, then the liability will be shared with the new owner.

There are a number of ways that fellow owners can recoup the costs:

- the new owner could take account of unpaid costs in the purchase price and take over liability fully;
- your former fellow owners could sue either you or the new owner to make either of you pay the costs;
- if the new owner pays the costs, and these were not settled at the time of purchase, he or she can pursue you for the costs after the sale.

It is obviously beneficial to all to make sure that any unpaid costs are dealt with at the time of sale. A notice of potential liability for costs is valid for three years but can be renewed by re-registering it before it expires.

Liability for costs is only shared with the new owner if a notice is registered. If a notice is not registered, then you will remain liable and the buyer will not be liable. The other owners will have to pay the costs and recover them directly from you. You can avoid problems with your neighbours and buyer if you disclose any unpaid costs when you sell your flat. In this case, it is likely that your buyer's solicitor will ensure that any unpaid costs are accounted for in the settlement price.

If you and your fellow owners wish to register a notice against a flat whose owner is selling and is potentially liable for unpaid costs, you should consult a solicitor or the Registers of Scotland – see section 10 **Where can I get information and advice?** – about the procedure.

If you are owed money from a deposit you made that has not been spent after work has been paid for, you can still recover it after you sell your flat.

### **Can I be liable for unpaid costs when I buy?**

If your seller is liable for unpaid costs for maintenance work or other work (other than certain local authority work) carried out before the date you acquire the flat, and they or the other owners have registered a notice, then both of you will be liable. That means that after you buy, your fellow owners could pursue either of you in the sheriff court for payment. If they pursue you, then you in turn can sue the previous owner to recoup the costs. However, if a notice of potential liability for unpaid costs has been registered in the property register – see **What happens if I sell my flat?** above – then your solicitor should make it a condition of your purchase that the seller pays any costs for which he or she is liable or the potential costs should be deducted from your purchase payment and you should pay them.

**The Tenement Management Scheme is a default scheme that applies if your title deeds have gaps or defects. If your title deeds do not have gaps or defects then you must follow what they say. It is not an all-or-nothing scheme. You and your fellow owners must use the different sections of the scheme to make up for gaps or defects but otherwise you must follow your title deeds.**

## Common elements in most tenements

### Chimney stacks

But may be mutual with next close.

### Chimney vents or flues

Items such as dropping a flue liner to allow a gas fire to be installed are individual but the structure of the flues should be common.

### Roof

Includes flashing, ridges, roof covering and access rooflights.

### Mutual gable walls

These are owned in common with the next-door close. All owners in your close and all owners in the next-door close should pay for repairs to these walls.

### Gutters

### Downpipes

### Common stairs and access doors into and out of close



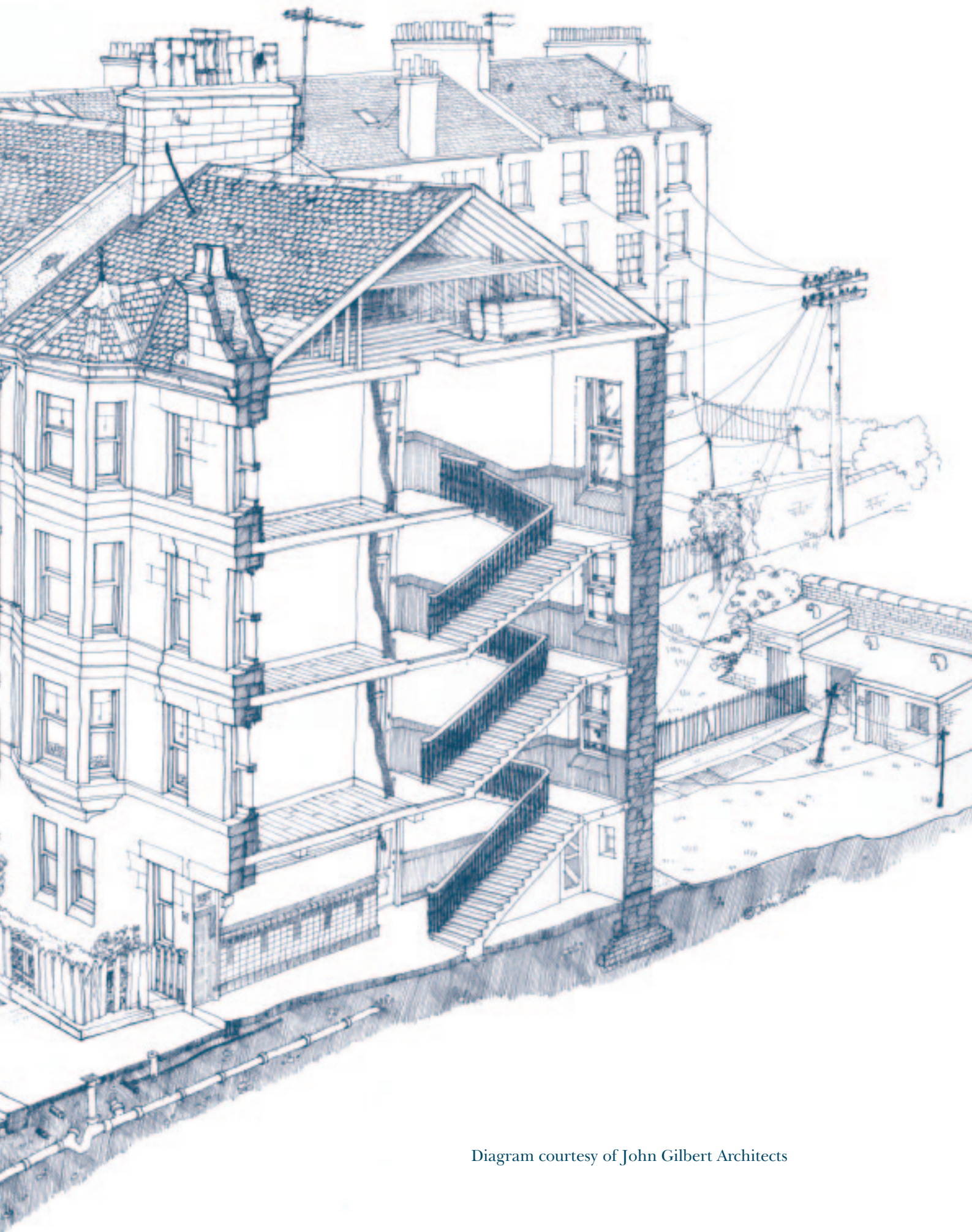


Diagram courtesy of John Gilbert Architects

## 6 How can we manage maintenance and repairs?

You can either appoint a property manager or factor to provide maintenance, repair and management services or manage the building yourselves. Many tenements have existing arrangements in place, which are often longstanding.

### Property managers and factors

You are not obliged to have a property manager or factor. However, if you have one, or decide to appoint one, your manager should provide some or all of the following services, depending on what you are willing to pay for.

- **Routine maintenance:** Your manager will arrange for an annual inspection of the property and take appropriate action to deal with any problems identified by the inspection. In doing so, the manager must organise and manage reliable and capable building maintenance contractors, which may involve coordinating the services of several building trades.
- **One-off works:** For work outwith a routine contract, your manager will obtain estimates for the work and send them to you. If a majority of you agree to accept the estimate, the manager will normally instruct the work to start. As the contractor will expect the manager to hold funds for the work, you will be asked to pay your share of the estimated project costs before the work starts, unless the manager already holds sufficient funds from a float or sinking fund – see **Paying for property management services** below.
- **Additional services:** Your manager can provide additional services for a slightly larger fee, for example, organising and administering common insurance for the building, managing maintenance contracts for lifts, boilers and gardening services, or directly employing and supervising on-site staff, such as caretakers.

If you have any complaints about unsatisfactory work, your manager should investigate them and tell you what action has been taken to resolve them.

### How can we be sure about the quality of the service?

Private property managers or factors that are members of the Property Manager Association Scotland Limited are expected to adhere to a code of practice laid down by their representative body. If you decide to appoint, or change, a property manager or factor, the association can give you details of local members. You can also find details of the association's members and the code of practice on its website – see section 10 **Where can I get information and advice?**

Local authorities and registered social landlords that provide property management services for properties that have been bought under the right to buy are required to meet specific standards and have customer care policies that tell you what you can expect and how they will put things right if they fail to meet the standards.

### What is the procedure for appointing a manager or factor?

Your title deeds may contain procedures for appointing or dismissing a property manager or factor. Regardless of what the title conditions say, a majority of two-thirds of the owners can appoint or dismiss a manager. Where your title deeds do not provide a procedure for this, a simple majority of owners can decide to appoint, or dismiss, a property manager or factor. If the decision to appoint a manager is by a majority, then the minority of owners who voted against the decision are nevertheless obliged to pay their shares of the fees.

However, if your flat is in a new development, the developer may retain the right to appoint a manager for up to five years after the property is built. In the case of sheltered and retirement housing, a developer can retain this right for three years. If the developer chooses to retain this right, the owners cannot appoint or dismiss a manager until the five years (or three years in the case of sheltered and retirement housing) is up or until the last property in the development is sold, whichever is the sooner. In the case of local authority housing bought through right to buy, the local authority has the right to appoint a manager for 30 years. This manager may be the local authority's housing department. The right remains for 30 years or until two-thirds of the properties have been sold by the local authority, when the owners can dismiss the manager appointed by the local authority.

If you have a property manager or factor, or decide to appoint one, the manager must be given clear instructions about any decisions you take about common maintenance and repairs. You may find it helpful to nominate one person to communicate directly with the manager.

You should also have an arrangement for telling the manager about any communal defect that comes to any owner's attention or about unsatisfactory repairs or services, so that they can be put right without delay.

Property managers or factors are normally willing to meet owners regularly as a group or individually. If you decide to form an owners' association, your property manager or factor can help with setting it up and assist in its day-to-day administration.

Given their professional expertise, a property manager or factor is often called on for advice on maintenance, repairs and improvements to common property. They will also deal with routine enquiries from owners, solicitors and other professionals with an interest in the property.

If you sell your flat, you should tell the property manager or factor, so that they can contact the new owner.

### **Paying for property management services**

Usually, you will be charged a monthly, quarterly or half-yearly management fee (although other arrangements exist) and you may be asked to pay a float when you first move in. The float is to ensure that the manager has sufficient funds in hand to pay for regular costs. You may also be asked to make regular payments to a sinking or building maintenance fund. The fund contributes to future maintenance and repair costs and helps to avoid the need for a large one-off payment.

When work has been carried out, the manager will check the contractor's or service supplier's invoices and, once approved, pay them from the float or sinking fund or bill you individually, depending on your particular arrangements. The manager will also collect common charges and report any arrears to the owners or owners' association. The manager must keep accurate records on work carried out on your property and provide you with details of payments made.

To help maintain a good working relationship with your property manager or factor, you should make sure the manager is paid on time.

## Managing the building yourselves

You can manage the building yourselves, unless the building is a new development and the developer has chosen to retain the right to have a property manager – see **What is the procedure for appointing a manager or factor?** above. Otherwise, while your title deeds may say that the building should be managed, a two-thirds majority of owners can decide to dismiss their property manager or factor, and manage their own common maintenance and repair works.

If you decide to dismiss your manager, the manager's contract may specify a period of notice.

With right to buy flats, it is common for local authorities to retain the right to manage the building. They can do this for up to 30 years after the property is sold or until they have sold all the properties that share common property, whichever comes first. During this time, a two-thirds majority of owners who share common property responsibilities can decide to remove the manager or appoint a different manager. They can also do this when the local authority does not retain the right because all its properties have been sold.

If you decide to manage the building yourselves, you could consider forming an owners' association. There are proposals to introduce a legal requirement for new developments of 12 or more flats to have an owners' association. If you live in such a development, a solicitor or one of the agencies referred to in section 10, **Where can I get information and advice?**, will be able to tell you when this has come into effect.

Forming an association requires the agreement of all the owners on:

- how the building will be managed;
- how tasks will be organised;
- how meetings will be arranged and managed;
- how decisions will be recorded;
- how agreed works will be paid for.

Managing your building through an owners' association can involve a considerable amount of work. However, in agreeing how the building will be managed, the association can decide to appoint a property manager or factor to carry out these tasks.

## 7 How should we organise maintenance and repair work?

Typical management activities include day-to-day domestic tasks, regular maintenance and major repairs.

If your title deeds don't say who is responsible for a common part of the building, how decisions should be taken or how costs should be allocated, then the provisions of the Tenement Management Scheme – see section 5 – apply. The Tenement Management Scheme covers most of these activities and lists the parts of your building for which you have a common responsibility and a shared interest. These are the sort of things a property manager or factor would be expected to deal with.

### Day-to-day domestic tasks

Some domestic tasks require effective management. While a property manager or factor could take responsibility for them, in most cases this rests with the owners. An owners' association can help here by providing rules for owners to abide by.

Stair cleaning is a domestic task that in older tenements can cause a great deal of friction among owners. Traditionally, the common stairs were cleaned on a rota, with each owner taking a turn. Unfortunately, the arrangement often breaks down. Many owners now buy in cleaning services, with each owner paying his or her share of the costs. Cleaning the entrance, stairway and landings is usually one of the services provided by the property manager or factor.

Other tasks that require effective management and agreement on who does what include:

- maintenance of the backcourt, back green or common garden area;
- maintenance of communal door-entry systems;
- stair lighting, which may need specific management arrangements;
- the installation of a communal television aerial.

In larger modern tenements, a high level of service can be provided within the management fee. Caretakers, wardens and concierge management are becoming more common, although these will be reflected in the cost of the service.

### Regular property maintenance

Regular inspections followed by prompt remedial action will reduce the costs of minor and major repairs. Delaying remedial work will only exacerbate a problem and increase the cost of the eventual repair work.

The following parts of the building should be regularly checked:

- **Gutters and downpipes:** These allow rainwater to be channelled away from the building. If a gutter or downpipe becomes blocked, water will overflow into the building fabric, leading to timber rot and physical deterioration of the walls, which can be very expensive to repair. You should have your gutters and downpipes checked annually. If they are made of cast iron, try to have them painted every five years as a precaution against corrosion. This should be part of an inspection and painting cycle that has been agreed with your neighbours. The work can be instructed directly or through a property manager or factor.

- **The roof:** Given the heights involved, roof inspections should only be carried out by qualified tradespeople. When roof inspections are carried out, make sure that the roof covering and any metal or lead flashings are properly checked for wear and tear or damage, and that any metal ridging or lead flashing is intact. Chimney heads in particular can cause problems as the lead flashings around them can break down and make the structure unstable.
- **Windows:** Windows are another vulnerable area and should be included in a regular inspection cycle. If windows are not regularly painted, the putty, window bead, bottom rail and window sill will start to rot. If the sill is poorly pointed, or a replacement window a poor fit, water can get in under the window and result in rot to adjacent floor joists. Regular painting and mastic pointing are good protective measures. While maintenance of the windows in your flat is your own responsibility, a collective agreement to have them all inspected and maintained can considerably reduce your costs, and help to maintain the quality of the building and the value of your flat.
- **Drains:** At ground level, water must be directed away from the building, so all drains must be kept clear. If you have an accessible basement, it should be checked to make sure that the drains are functioning properly. In most buildings, the ground floor flat will have a timber floor lying above the basement space, or solum (the ground under the tenement). Small vents in the walls above allow air to circulate through the solum, preventing the damp conditions that produce timber decay. These vents must be kept clear.

You all have a role to play by keeping an eye out for problems and reporting them promptly when they arise to the owners' association, property manager or factor, or a tradesperson.

## Major repairs

Occasionally, you will need to get a major piece of work carried out on your building, so it is useful to understand how major works should be dealt with. As it will be difficult to obtain comparative estimates from different building contractors unless the work is described in detail, you would be well advised to appoint either an architect or a surveyor to specify the work and manage the contract.

The roof is a good example. Before you do anything, make sure that replacing the roof covering is the solution to the problem. While a good slate roof should last for 100 years, provided it is well maintained, the nails will usually rust long before the slates decay. However, if you approach certain contractors, they may suggest that the entire roof needs to be replaced. Professional advice from a property manager or factor, surveyor or architect could save you costly and unnecessary work.

There are other key decisions you will need to make. What type of roofing material should be used? A good slate roof has a much longer lifespan than tiles. Tiles, being both larger and capable of being laid by unskilled labour, tend to be cheaper. However, if you replace slates with tiles, the roof structure may not take the additional weight. If you live in a listed building, or within a conservation area, your local planning department will advise you on any conservation requirements. There may, for example, be a requirement that only a certain type of slate can be used.

If you are re-slatting, always make allowance for renewing some, or all, of the roof lining, as old boards will not hold the nails. Good underfelt will also provide additional rainwater protection. Also allow for the renewal of lead flashings – the strips that cover and protect junctions between the roof and other structures. You should never skimp on these joints, as they need to last at least as long as the roof covering.

When gutters that are laid on the wall are renewed, be sure an undercloak flashing is placed under the gutter. That will reduce the possibility of water penetrating the wallhead and consequent rot if the gutter overflows. If the top floors are well insulated, you should make sure that the loft space is well ventilated to prevent condensation. That may require the insertion of additional ventilation tiles.

Finally, if the building is three stories or more, it is advisable to have stainless steel roof anchors fitted to the ridges. That will make it safer for any tradesperson carrying out maintenance on the roof.

## Access for maintenance, repairs and services

This section only applies if your title deeds do not tell you about access for maintenance. Otherwise, you should act in accordance with your title deeds.

You and your fellow owners have a right of access to each other's flats, if access is necessary to:

- carry out maintenance that was decided by a scheme decision – the owner to whose flat access is needed may have voted against the decision;
- carry out repairs to the flat of the owner who needs access – the flat may be let to tenants;
- carry out an inspection so that you can decide if maintenance is needed;
- lead through a service pipe, cable or other equipment, as long as it is not wholly within another owner's flat;
- make sure that any part of the building that provides support and shelter is being maintained;
- make sure that none of the owners is doing anything that might damage the parts of the building that provide support and shelter, or doing anything to reduce the natural light to the building;
- calculate the floor area to decide how costs should be allocated.

The owner or the occupier must be given reasonable notice that access is required and, within reason, can refuse access at inconvenient or inappropriate times.

A property manager or factor, or someone such as a tradesperson authorised for the purpose by an owner or an owners' association, can also use the right of access. The authorised person must leave the flat in the condition they found it. If the authorised person causes any damage, the owner who gave the authorisation is jointly responsible with the authorised person for reinstating it or the cost of repairing it. The owner can recover his or her costs from the authorised person.

## 8 Where can we get technical and financial advice?

### Technical advice

Technical advice rarely comes free. The Royal Incorporation of Architects in Scotland and the Royal Incorporation of Chartered Surveyors in Scotland will give you only basic information and advice. They will, however, put you in touch with member companies in your area who offer specialist technical advice at a price. You can find contact details for these two bodies in section 10 **Where can I get information and advice?**

If you need technical advice on other matters, you could contact a general advice centre – see section 10 **Where can I get information and advice?** While they may not be able to provide you with all the answers, they should put you in touch with the appropriate expertise.

The questions and answers below illustrate some problems and how you might tackle them.

#### **Where can we get a full technical inspection of the common parts of our tenement, with a report that will advise us on the condition of the different parts of the building, what repairs are needed and recommend future maintenance?**

An architect or surveyor should be able to provide this type of survey and report. However, not all of them carry out this type of work, so you should ask for someone who has the relevant experience. The survey should include the following elements:

- the roof should be inspected from roof level, to check the condition of the slating, tiling, leadwork, gutters, cupolas, dormers and chimneyheads. The surveyor will need access to the loft space, as this area is vulnerable to rot if the gutters have been blocked or overflowed. You should ask for a diagrammatic layout of the roof that clearly locates any defects;
- all the external walls need to be inspected. If there are any significant areas of stone disrepair, an elevational drawing should clearly identify them;
- the condition of the gutters and downpipes should be recorded;
- where cracking or movement in the building is found, the surveyor may ask a structural engineer to investigate in more detail;
- the close or common stair should be checked for wear;
- if there is a basement, it should be surveyed to check if there are signs of rising dampness, leaking drainage pipes, faulty wiring or general structural problems;

You should ask for photographs of any problems. These, with the report and drawings, will help the owners understand the extent of problems and help the contractors in costing and carrying out any resulting work.

A comprehensive survey such as this will take between four and eight hours to carry out, plus time to produce a report. Surveyors and architects do not work to a scale of fees, so you should ask two or three firms for a quote for the work.

#### **Where can we get a survey of the common parts of our building and estimates for putting right any problems?**

A surveyor or architect will do a survey for you and some may be prepared to give you a rough estimate for any repair work the report identifies.

If work that needs to be done is extensive and you want an accurate estimate, a basic structural

survey may not provide enough information. For this, you should ask a quantity surveyor to prepare an elemental cost breakdown of any work that needs to be done. You could also ask the surveyor or architect to give you a written quote to act as your consultant for the works. The fee will depend on the size of the contract and will either be a percentage of the contract value or be calculated on time.

However, if the only problem is a defective gutter, you could contact your property manager or factor, if you have one, or ask the surveyor or architect for a specification so that you can get quotes for the work.

**We need some extensive work carried out. Can our property manager or factor handle it, or should we employ a consultant?**

That will depend on the experience of your property manager or factor and the scale of the work. Large repair contracts demand a high level of coordination among a number of different professionals. A roof renewal, for example, could involve the services of an architect, an engineer, a quantity surveyor and a clerk of works.

While your property manager or factor may coordinate this, on larger works it is essential to use someone skilled in project management. Therefore, you may prefer to employ an architect. Architects are experienced in coordinating services and preparing specifications and details for them to work to. For example, a quantity surveyor may be employed to prepare details of the quantities of materials required from the architect's drawings. That will make it easier to compare quotes from different building contractors. If builders are asked for quotes on the basis of a loose specification, they will each interpret it differently, their quotes will vary considerably, and you will find it difficult to compare them. When the work goes ahead, a clerk of works may be employed to ensure that the work meets the architect's specification.

**We live in a four-in-a-block terrace. Three of us own our flats and a council tenant occupies the fourth. What are the responsibilities of the owners for repairs to the common parts of the building?**

Your title deeds should set out the responsibilities for repairs of common parts. The local authority may retain responsibility for managing and maintaining the common parts, and collect payment for that service as the property manager or factor. However, a two-thirds majority of all owners (including right to buy owners, other owners and the local authority as owner) can decide to dismiss the local authority property management service and either appoint a new manager or manage the property yourselves. Similar arrangements will apply to a property where at least one of the flats is owned by a registered social landlord.

There can be advantages in having a local authority property management service, as it will often employ a clerk of works to inspect and manage the maintenance work and may also employ its own tradespeople. If the local authority does not retain responsibility, you will have to agree maintenance work with your neighbours and the local authority or registered social landlord.

## Financial advice

You can get advice from your mortgage lender on an additional loan or an extension of your loan to meet your own costs.

Your local authority can advise you on the availability of improvement and repair grants for your building and whether you might be eligible. You are normally expected to meet your own costs for maintenance and repairs. Grants, where they are available, are limited and means tested unless they are associated with a repairs notice served by the local authority.

If you live in a listed building in a conservation area or an area where a town scheme is in place, you may be eligible for an Historic Scotland grant – see section 10 **Where can I get information and advice?** Only A listed buildings are automatically eligible. Historic Scotland also have grants available for town schemes. There are also two area-focused initiatives, one in Edinburgh's New Town and the other in Glasgow's West End, where the local conservation trusts have grant schemes.

### **How can I get funding for my share of repair costs?**

Unless you have the funding to hand, you could either extend your current mortgage loan or take out an additional loan from a bank or building society.

### **How can we fund future major repairs?**

You could set up a sinking fund – also known as a building maintenance reserve fund – for the building, to which all of you make a monthly contribution. If you have a property manager or factor, the manager can administer the fund. However, sinking funds usually only cover the costs of minor repairs and routine cleaning. They are unlikely to cover the full cost of a major repair.

### **Our building is listed and we want to apply to Historic Scotland and other conservation trusts for grant aid. Who can provide the type of report we need?**

You should employ someone with direct conservation experience, probably a specialist architect, to carry out the survey. Depending on the listing status, you may be eligible for a grant towards repairs. However, the specification for the repair and the work itself will have to be of a high standard and in keeping with the quality of your building.

## 9 How can we deal with uncooperative owners and disputes?

If your building is a danger to the public, which includes its residents, your local authority can serve a notice on you and your fellow owners. This requires you and your fellow owners to rectify the problem within a specified time. If you agree to have the work carried out, you are entitled to a grant towards the costs. If the work is not carried out on time, the local authority can instruct contractors to carry out the work on its behalf and charge individual owners with the costs.

Your local authority can also serve a notice on the owner of a flat that is in a poor state of repair. If the owner agrees to have the work carried out, he or she is entitled to a grant towards the costs. Repairs must be carried out within a specified time, or the local authority can do so itself and recover the costs.

### Are there any other ways to deal with uncooperative owners?

You should get legal advice on your title deeds. They may say how particular problems should be resolved. If they don't, then the relevant parts of the Tenement Management Scheme – see section 5 – will apply. You will have to pay for legal advice from a solicitor but you may be able to get free advice from your local citizens advice bureaux – see section 10 **Where can I get information and advice?**

Your solicitor or adviser could write to the other owners, or one particular owner, pointing out their obligations under their title deeds or the Tenement Management Scheme. That can often be enough to resolve the problem.

Going to court to enforce obligations in title conditions or the Tenement Management Scheme should be your last resort as it can be slow and expensive. Scheme decisions taken by a majority of owners (whether under the title deeds or the Tenement Management Scheme) are binding on all owners within a tenement, unless it can be argued that the decision:

- was not taken correctly, for example some owners were not properly notified or some voters were ineligible to vote;
- is not in the best interests of the owners as a whole;
- is unfair to one or more owners.

Your solicitor will be able to advise you on the strength of your action. If you do go to court you may not be successful and may end up paying court costs. Some home insurance policies may assist with the costs of legal action. Another option is alternative dispute resolution.

### What is alternative dispute resolution?

Alternative dispute resolution provides ways of sorting out problems and disputes without going to court, particularly if it involves people with whom you have regular contact, such as uncooperative neighbours. It has the advantage over legal action of:

- being more flexible;
- solving your problems faster;
- being less stressful;
- costing you less money.

For details of a guide to resolving disputes without going to court, see section 10 **Where can I get information and advice?**

## 10 Where can I get information and advice?

**Legal:** If you want an explanation of or advice on your title deeds, you could contact a solicitor who deals with residential property. A solicitor will charge a fee for this service. You could also contact your local citizens advice bureau or other advice centre to find out if they run a legal clinic, where you can get free advice.

If you want advice about a dispute, you could consult a solicitor, which you will have to pay for, or your local citizens advice bureau or other advice centre, where you can get free advice.

You can get a guide on Resolving disputes without going to court from The Stationery Office on 0870 606 55 66 or download it from:  
[www.scotland.gov.uk/resolvingdisputes](http://www.scotland.gov.uk/resolvingdisputes)

**Technical:** If you want technical advice and are not sure whom to ask, your property manager or factor, local citizens advice bureau or advice centre may be able to refer you to an appropriate source.

### Contacts

#### Care and Repair Forum

There are more than 30 Care and Repair projects in Scotland. They can provide older people with advice on property maintenance and repairs. For your local project contact:

#### Care and Repair Forum Scotland

236 Clyde Street  
Glasgow G1 4JH  
Tel: 0141 221 9879  
[www.care-repair-scot.org.uk](http://www.care-repair-scot.org.uk)

#### Citizens Advice Bureaux

There are citizens advice bureaux throughout Scotland. For your local CAB, look in the phone book or contact:

Citizens Advice Scotland  
1st Floor, Spectrum House  
2 Powderhall Road  
Edinburgh EH17 4GB  
Tel: 0131 550 1000

CABx are also listed on Citizens Advice Scotland's website at:

[www.cas.org.uk](http://www.cas.org.uk)

You can get on-line advice from Advice guide at:

[www.adviceguide.org.uk/scotland.htm?region=scotland.htm](http://www.adviceguide.org.uk/scotland.htm?region=scotland.htm)

#### Historic Scotland

Longmore House  
Salisbury Place  
Edinburgh EH9 1SH  
Tel: 0131 668 8600

For information on repair grants:

[www.historic-scotland.gov.uk/index/owners-and-occupiers.htm](http://www.historic-scotland.gov.uk/index/owners-and-occupiers.htm)

For details of local housing advice agencies you can contact:

#### HomePoint

Communities Scotland  
Thistle House  
91 Haymarket Terrace  
Edinburgh EH12 5HE  
Tel: 0131 313 0044

E-mail:

[HomePoint@communitiesscotland.gov.uk](mailto:HomePoint@communitiesscotland.gov.uk)

#### Property Managers Association

##### Scotland Limited

2 Blythswood Square  
Glasgow G2 4AD  
Tel: 0141 248 6472

Fax: 0141 221 9720

You can find details of member organisations and the association's code of practice at:

[www.pmas.org.uk](http://www.pmas.org.uk)

Registers of Scotland Executive Agency maintains Scotland's two national property registers – the Register of Sasines and the Land Register. You can get information on them from:

**Edinburgh Customer Service Centre**

Erskine House  
68 Queen Street  
Edinburgh EH2 4NF  
Tel. 0845 607 0161  
Fax. 0131 200 3932  
E-mail: [customer.services@ros.gov.uk](mailto:customer.services@ros.gov.uk)

**Glasgow Customer Service Centre**

George Square  
Glasgow G2 1DY  
Tel. 0845 607 0164  
Fax. 0141 306 4424  
E-mail: [customer.services@ros.gov.uk](mailto:customer.services@ros.gov.uk)  
You can search the registers on-line at:  
[www.ros.gov.uk/](http://www.ros.gov.uk/)  
Textphone users can contact Registers of Scotland on 0845 607 0168

**Royal Incorporation of Architects in Scotland**

15 Rutland Square  
Edinburgh EH12BE  
Tel: 0131 229 7545  
Fax: 0131 228 2188  
E-mail: [info@rias.org.uk](mailto:info@rias.org.uk)  
[www.rias.org.uk/](http://www.rias.org.uk/)

**Royal Incorporation of Chartered Surveyors in Scotland**

9 Manor Place  
Edinburgh, EH3 7DN  
Tel: 0131 225 7078  
Fax: 0131 240 0830  
[www.rics-scotland.org.uk/](http://www.rics-scotland.org.uk/)

**Shelter Housing Aid Centres**

There are Shelter Housing Aid Centres in Ayr, Edinburgh, Dundee and Glasgow. Telephone numbers are listed in the local phone books.  
[www.shelter.org.uk](http://www.shelter.org.uk)



## Glossary

<b>Building maintenance fund</b>	See 'sinking fund'.
<b>Burdens</b>	Title conditions found in title deeds (including Deeds of Conditions) containing obligations affecting land or buildings.
<b>Common parts</b>	Parts of the tenement that are not within the boundaries of individual flats.
<b>Common property</b>	Property that is owned by more than one person, where each owner has a right to a share in the whole property, but none has an absolute right to any physical portion of it.
<b>Land Register of Scotland</b>	Computerised and plan-based register maintained by the Registers of Scotland. All house sales in Scotland are now recorded in this register.
<b>Lands Tribunal for Scotland</b>	A judicial body with power to change or discharge conditions in title deeds.
<b>Maintenance account</b>	An interest-bearing account set up to pay for maintenance and repair works.
<b>Owners' association</b>	A formal association by which owners manage and maintain their common property.
<b>Property manager or factor</b>	A company that provides maintenance, repair and management services. Property management may also be provided by a local authority or registered social landlord.
<b>Registered social landlord</b>	Housing association or housing cooperative registered with Communities Scotland.
<b>Register of Sasines</b>	A chronological register of title deeds, which is now being replaced by the Lands Register of Scotland.
<b>Registers of Scotland Executive Agency</b>	Agency that maintains the two property registers: the Register of Sasines and the Land Register of Scotland.
<b>Reinstatement value</b>	The full cost of rebuilding the property, not just its market value.
<b>Scheme costs</b>	Any cost incurred through a scheme decision.
<b>Scheme decision</b>	A decision taken by the owners of a majority of related properties, such as in a tenement.
<b>Scheme property</b>	Parts of the property that are so vital that their maintenance is the responsibility of all owners who have common property rights in those parts.
<b>Sinking fund</b>	A fund to which owners contribute to help offset maintenance and repairs costs.
<b>Tenement</b>	A building comprising two or more related flats that are owned or designed to be owned separately and which are divided from one another horizontally.
<b>Tenement Management Scheme</b>	The default management scheme that applies where there are gaps or defects in title deeds.
<b>Title conditions</b>	A broad term for conditions applying to property ownership. Conditions can include an obligation to contribute to the cost of a service or to maintain property or a prohibition from carrying out certain activities on the property.
<b>Title deeds</b>	Legal document that states who has title or ownership of a property, and sets out the conditions that affect the property.



HomePoint, Communities Scotland, Thistle House  
91 Haymarket Terrace, Edinburgh EH12 5HE  
Tel: 0131 313 0044 Fax: 0131 479 5355  
E-Mail: [homepoint@communitiesscotland.gov.uk](mailto:homepoint@communitiesscotland.gov.uk)

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