

Management of Annual Gas Safety Checks – Access Arrangements Policy

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Next Review: November 19



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Management of Annual Gas Safety Checks – Access Arrangements Policy

1. Purpose of Policy

The purpose of this Policy is to set out how Rosehill intends to manage its legal responsibility to carry out annual gas safety checks to its properties.

It does not cover what the required standards are for carrying out the actual gas safety checks.

We must aim to carry out gas safety checks to all of our properties each year. This Policy sets out the measures we will undertake to assist with meeting this objective and outlines the process we will undertake if tenants fail to give us access to carry out the annual check.

2. Legal Context

Under the Gas Safety (Installation and Use) Regulations 1998 we, as a landlord, are required to undertake the following:

- to ensure that the gas installation pipework, appliances and flues provided by us are maintained in a safe condition for tenants to use. This relates to the gas central heating and hot water systems and, if applicable, gas fires.
- to ensure that annual safety checks are carried out to appliances and flues.
- to ensure that maintenance and annual safety checks are carried out by a Gas Safe registered installer.
- to issue tenants with a copy of the safety check (Landlord's Gas Safety Certificate), which they have signed on completion of the check, within 28 days of the check being completed.
- to keep a record of each safety check for two years.

We must also comply with the Health and Safety at Work Act 1974.

3. Cycle for Gas Safety Programme

We currently carry out the programme on a 10 month cycle. This gives us a two month window to deal with tenants who are failing to give us access. In addition we will begin the process even earlier with tenants who have a history of being problematic in terms of giving access to their houses.

4. Raising Tenant Awareness

Key to ensuring access to tenants' homes is raising awareness of the importance of the annual gas safety check and tenants' requirement to co-operate and provide access.

There are three key documents which assist with raising tenant awareness:

4.1 Tenancy Agreement

There is one specific clause in the agreement relating to the annual gas safety checks and two further clauses which relate to access to the property in general.

Clause 5.1.10, under Section 5 Repairs Maintenance, Improvements and Alterations, sub section 5.1 Repairs and Maintenance: Our Responsibilities and Rights, states:

“We will inspect annually any gas installations in the house provided by us. We will provide you with a copy of the Landlords Gas Safety Record Certificate within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a reasonable period. We will give you a copy of the current Landlord Gas Safety Record Certificate at the beginning of your tenancy.”

Clause 5.1.15 states:

“We have the right to come into your house to inspect it and its fixture and fittings or to carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing. ... If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity

to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. ...”

We will not enforce this right without first of all obtaining a court order to allow us to force entry to a tenant’s house.

Clause 5.2.3, under sub section 5.2 Repairs and Maintenance: Your Responsibilities and Rights, states:

“You agree on being given reasonable notice and where no other arrangement has been made, to allow our representatives to enter the house to inspect any defect and to allow us to enter the house to inspect any defect or allow our contractors or agents to enter the house at reasonable hours to carry out necessary works, repairs or alterations.”

When tenants sign up for a house with Rosehill they are taken through the tenancy agreement and key clauses including the above are highlighted to them.

4.2 Information Leaflet

We have produced an information leaflet on the annual gas safety checks, explaining our and the tenants’ responsibilities in relation to this matter, the process for arranging access and what measures will be undertaken if tenants refuse access.

Just prior to each list of services being carried out the information leaflet is sent out to all the tenants concerned.

4.3 Other sources

4.3.1 Text Reminders

Just prior to each list of services being carried out, where tenants have provided us with mobile numbers we will issue a text reminder to all those concerned that their annual gas service is due shortly.

4.3.2 Website

We have also put information on our website about the gas safety checks, including the information leaflet.

4.3.3 Newsletters

Periodically we put articles in our newsletters to remind tenants of the importance of the annual gas safety checks and for their need to co-operate and provide access.

5. Access Arrangements

We have a rolling programme for carrying out the annual gas safety checks and we employ an external contractor, who are on the Gas Safe Register, to carry them out for us. The contractor will write to the tenant giving them an appointment. If this appointment is unsuitable there is a contact number in the letter which tenants can phone to arrange a more suitable appointment.

Twenty four hours before the scheduled appointment the contractor will either call or text the tenant to confirm the appointment. When the engineer calls at the arranged or re-arranged time and the tenant doesn't provide access this is registered as a first no access. The engineer will leave a card giving the tenant another appointment, which will be seven days later. Again the tenant can re-arrange this appointment if it is unsuitable by phoning the number on the top of the card.

When the engineer calls back at the arranged or re-arranged time and the tenant still doesn't provide access this is registered as a second no access and at this point the engineer will refer the case to us.

6. Dealing with No Access Cases

Once we are notified by the engineer that he has had two no accesses for a tenant, we will issue a 7 day warning letter of proposed force access proceedings. In addition to this our staff will contact tenants by telephone or by a house visit in an effort to make access arrangements. We will also review the case for extenuating circumstances such as long term holiday or illness, abandonment or a prison sentence.

If the tenant fails to respond to the letter or staff's continued contact attempts, then the case will be referred to the Senior Housing Officer to initiate the force access procedures.

The Senior Housing Officer will complete the authorisation for forced access to carry out a gas servicing pro forma. If a relevant signed SST agreement is not in place then the Senior Housing Officer will refer the case to our solicitors to begin legal action. On completion of the pro forma this will be approved by the Technical Services Manager. During this process the tenant will be encouraged to contact us to make access arrangements. By providing access the tenant prevents the need for forcing entry to his/her property, thereby reducing the costs that he/she will be liable for.

The Technical Services Manager will issue a letter to the tenant giving at least 7 days' notice of the intention to force entry. This letter will notify the tenant when we will be calling to force entry. If this results in the tenant making access arrangements which are subsequently kept we will cancel the forced entry. However if the tenant continues to ignore the matter, we will proceed with the forced entry.

7. Dealing with No Gas Supply

Where access is given and the tenant has no available gas supply this will be dealt with as a first or second no access. If no gas is available when access is given by a tenant with a history of being problematic in terms of giving access to their house, then the gas supply will be capped at the time of the visit.

8. Internal Communication

Throughout the process of trying to gain access to a tenant's house it is crucial that there is good communication between all relevant staff. The staff who administer the gas servicing programme, including issuing of letters, etc to tenants must liaise with Housing Management and Maintenance Staff who are more likely to know if there are any particular problems with a tenant and can provide assistance with arranging access to a tenant's house.

It can be the case whilst administration staff are attempting to contact the tenant about access to his/her home that Housing Management or Maintenance Staff are visiting the tenant on other matters. In addition contractors may be calling on the tenant to carry out repairs reported by the tenant. Where possible all such visits should be co-ordinated to enable the gas engineer to call out at the same time.

9. Equal Opportunities

- 9.1 We are committed to ensuring equal opportunities and fair treatment for all people in its work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

10. Performance Management

- 10.1 Staff will monitor the outcomes of any specific strategies in place. The results will be reported to the Management Committee on an annual basis and published in our newsletters.

11. Tenant Participation

- 11.1 We are a tenant focussed organisation and as such we are committed to involving tenants in all aspects of our work and ensuring that tenants are included, informed and consulted about decisions that have an impact on the way their homes are managed.
- 11.2 As part of this commitment we will involve our tenants in the development of our policies and seek feedback where appropriate. We will ensure that any significant changes to this Policy and other Policies which will affect our tenants will be the subject of consultation.

12. Risk Management

- 12.1 In all the key areas of our business we need to consider any risks which may arise. To this end we have in place a robust Risk Management Policy and from this flows our Risk Register. We have identified our “Top 10” risks which are regularly monitored by our Management Team and Audit Sub-Committee.
- 12.2 Key to the mitigation of the risks associated with equalities issues is having a comprehensive policy in place to govern the prevention of any such issues arising. This policy sets out Rosehill’s approach to equalities and diversity

12.3 To ensure we continue to manage the associated risks we will periodically review this Policy to ensure compliance with all legislative requirements and regulatory and best practice guidance.

13. Complaints Procedure

13.1 We aim to get things right first time and provide a good quality service to our tenants and other customers. However, we acknowledge that things can go wrong and that some tenants or other customers may be unhappy with the service provided.

13.2 We promote our Complaints procedure through our website and periodic articles in our newsletters. In addition, we initially issued all of our tenants with a copy of the new Procedure introduced in October 2012. This information leaflet is also issued to all new tenants as part of the signing up pack.

13.3 We are required to report specifically to both our Management Committee and the Scottish Housing Regulator on any complaints concerning equalities issues.

14. Data Protection

14.1 On the 25th May 2018 the legislation governing data protection changed with the introduction of the General Data Protection Regulation (GDPR).

14.2 We hold a variety of Personal Data relating to individuals including tenants, waiting list applicants, factored owners, other service users, employees and Committee Members. Our Privacy Policy sets out the basis on which we can process and share such data with third parties, it also sets out how we will securely store individuals' data, whether electronically or in paper format. It also provides information on individuals' rights under GDPR including: to view personal data held about them by us; to request a restriction of processing of their data; the right to be forgotten and a right to object to us processing their data. In terms of the rights to be forgotten and to restrict or object to processing of Personal Data, any such requests will require to be considered on their own merits and legal advice will need to be obtained in some circumstances. We have the responsibility for accepting or refusing such requests and will do so in writing.

14.3 Under GDPR we are required to provide all customers whose Personal Data we hold with a Fair Processing Notice (also known as a Privacy

Notice). The Notice sets out the Personal Data we process and the basis for doing so.

- 14.4 We will only keep and process Personal Data for the original purpose we gathered it for and we will not keep it for any longer than necessary. Attached to our Privacy Policy is a table of Retention Periods for Personal Data held and processed by us. We recognise that not all Personal Data can be processed and kept for the same period of time, and this will vary depending on the individual circumstances of each person whose Personal Data we hold.
 - 14.5 The Privacy Policy sets out what should happen in the event of a Data breach e.g. does the breach require reporting to the Information Commissioner's Office and whether the individual affected should be notified. Timescales are set out for dealing with data breaches.
 - 14.6 Full copies of our Privacy Policy are available upon request at our office or from our website www.rosehillhousing.co.uk
15. Policy Review
- 15.1 This Policy will be reviewed at least every three years or sooner to ensure it continues to reflect current thinking and practice and to comply with legislative requirements and regulatory guidance.

Gas Servicing No Access Procedures

This procedure should be followed to inform tenants that a gas service is to be carried out within their home and where access is not provided, the procedure to ensure the service is carried out within 12 months of the previous services. The gas servicing contractor will prepare a list of due services based on a 10 month cycle.

Indicative timescales are indicated on the Annual Gas Safety Checks – No Access Procedures Flow Chart

Stage 1

2/3 weeks before the 10 month cycle, information leaflet and text reminder issued by Rosehill administration staff.

7/10 days before appointment date gas servicing contractor notifies tenant of appointment date.

24 hours prior to appointment date gas servicing contractor makes telephone or text reminder of appointment.

Service is either completed or gas servicing contractor leaves a no access card giving further appointment 7 days later. This no access is formally recorded by the gas servicing contractor.

Stage 2

Gas servicing contractor attends property as noted on the initial no access card or at the rescheduled date as per arranged with tenant. If access not possible gas servicing contractor will leave second no access card requesting contact to be made to make another appointment. This second no access is formally recorded by the gas servicing contractor and Rosehill are informed by email.

Following notification of the second no access visit the gas administrator with notify (via email) the clerical assistant to carry out regular house visits and the Senior Housing Officer to ascertain if there are extenuating circumstances such as serious health issues which may impair the tenant's ability to allow access, to gain alternative contact numbers / email addresses or to ascertain

any other circumstances why access has not been provided e.g. long term holiday, long term hospital stay, abandonment, prison sentence.

At this stage all further contact attempts will be recorded.

Stage 3

If after 7 days following the second no access visit the gas servicing contractor has not gained or been provided with access, the no access and force entry procedure will be initiated. At this point a letter will be sent normal 1st class mail to the tenant giving 7 days' notice for them to contact Rosehill to arrange access for a service to be carried out. This letter will still be sent even if the tenant makes an appointment to ensure that should the appointment be broken the procedure continues.

Gas administrator will issue the warning letter. The no access spreadsheet will also be sent to the Senior Housing Officer who at this point will arrange increase contact by the Housing Management Team. All contact attempts will be recorded and logged.

Stage 4

Failure by the tenant to contact Rosehill within 7 days of the Stage 3 letter above, will result the completion of the Authorisation for access by forced entry to carry out Gas Servicing pro forma to be completed and signed by both the SHO and TSM. If a signed SST agreement is in place for the tenant then Stage 5 can be commenced. If no signed SST is in place then the SHO will issue instructions to Rosehill's solicitor to begin legal action.

Stage 5

A letter will be issued to the tenant giving at least 7 days' notice of the intention to force entry. A copy of this letter will be issued by 1st class recorded mail along with a copy being served by Sheriff Officers. These letters note Rosehill's intention to gain entry by force if no access is provided on the specific date and time, the consequences and costs associated with non-cooperation and also the tenant's legal obligations under their tenancy agreement.

Stage 6

The following actions will be taken if the tenant fails to respond to the Stage 5 letter. At least two Rosehill staff members must be present to witness the actions taken by the contractor forcing entry and the work of the gas servicing contractor.

- If no access is provided to allow the service to be carried out in accordance with the Stage 7 letter, a Rosehill appointed contractor will
- force entry into the property via either the front or rear entrance door (whichever is likely to cause the least damage) or if available the master key can be used.
- Where there is no gas supply present at the time of forced entry and service, the supply pipe from the meter will be disconnected and capped. The tenant will have to contact Rosehill direct to have the supply reinstated and the service will be carried out during the same visit.
- The gas engineer will carry out the service or cap the supply.
- A notification will be left attached to the door saying that the locks have been changed and the service / safety check been carried out, or that the supply pipework has been capped, along with details of what the tenant must do next (contact office for keys or have their gas supply reconnected)
- A member of the Rosehill staff present will photograph any pre-existing damage as well as record what has been done in the property and any damage caused by the forced entry.
- The property will be vacated and secured.