



# **GAS SAFETY POLICY AND PROCEDURE**

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### **1.0 POLICY OBJECTIVE**

- 1.1 To ensure that the Association provides a stringent gas servicing and reactive maintenance service to its tenants. This will ensure that all the Association's properties have an annual gas service carried out to all gas appliances within a property that are the responsibility of the Association and that all necessary repairs are carried out timeously and effectively.

### **2.0 LEGAL FRAMEWORK**

- 2.1 The legislation governing the issue of gas safety is the "Gas Safety (Installation and Use) Regulations 1998" (as amended). This legislation placed certain duties on installers, landlords and some gas suppliers. These regulations aim to prevent injury to consumers and the public from either carbon monoxide(CO) poisoning or fire/explosion.

As a landlord we have a duty to ensure that any gas appliance/flues/ pipework in a property that is owned by the Association and rented to a tenant is maintained and is checked for gas safety within 12 months of its installation and within every subsequent 12 month period thereafter until the appliance is either removed or replaced..

We must also ensure that a record of gas safety checks are retained for a period of not less than two years and provide a copy of the check to the tenant.

Failure to comply with the legislation is an offence, unless we can show that we have taken "reasonable steps" to prevent that contravention.

- 2.2 The Association will use powers covered by The Scottish Secure Tenancy Agreement which is issued and signed by all tenants to govern access for gas safety issues.

Clause 5.11 of the Tenancy Agreement states:

*"We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas and electricity, providing we give you reasonable notice in writing. We have the right to access the common parts at any reasonable time. You are required to give access for us, to comply with legal obligations, to inspect the gas boiler. 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 and you hereby agree to pay for the cost of such damage. In an emergency, we have the right to make forcible entry to your house without notice”.*

### **3.0 CONTRACT FOR ANNUAL SERVICING AND REPAIRS**

3.1 A contract will be entered into with a suitably attested & experienced contractor to carry out annual servicing/safety checks, void safety checks and reactive repairs. The contractor will require to be registered with Gas Safe and will provide the appropriate registration details. The Contractor will also have a proven track record in carrying out this type of works.

3.2 The names and qualifications of the operatives who will work on the contract will be registered with the Association. Any operative whose qualifications have not been copied to the Association will not be permitted to work on the Association’s gas appliances. This registration is renewed annually with details being provided to the Association for recording and monitoring.

3.3 In addition to the checking and inspecting of gas appliances, the contractor will also detail and test the smoke detectors, heat detectors and CO Detector.). This will be marked on the CP12 certificate which is the landlords annual service inspection.

3.4 While attempts will be made to service all appliances, there are occasions when there is no gas present in the property due to meter debt or non-use. In these cases the meter will be capped to ensure that should the gas be connected again, then the contractor will need to remove the cap: and carry out the required safety checks on all gas appliances. This will be detailed on a CP12.

### **4.0 REGULATORY REQUIREMENTS**

4.1 The Scottish Housing Regulator expects the Association to meet its legal duties in relation to checking the safety of gas appliances in 100% of our properties within any 12 month period. To this end we will ensure that we comply with our policy and procedure in our attempts to gain access. This is explained further in Section 10 - Procedure.

In addition, our annual maintenance schedule and contract will be spread over 10 monthly cycles to ensure we maximize the opportunity of carrying out 100% servicing, at least within the 12 month legislative period.

### **5.0 OBTAINING ACCESS**

5.1 The procedure involved in communicating with tenants both by the contractor and the landlord in a bid to gain access to service the gas appliances is detailed in Section 10 - Procedure.

## **6.0 MONITORING AND REPORTING**

6.1 The Maintenance team of the Association will monitor on a daily basis the performance of our gas contractor in terms of reactive repairs and servicing, and ensure that the relevant certificated documentation is received in accordance with the contract.

6.2 The Association will hold regular meetings with the Gas Contractor to review performance and discuss any operational or contractual issues. This will ensure that there is regular meaningful communication and documented attempts at problem resolution.

6.3 The contractor will carry out quality control inspections to a 10% sample of service works. This quality control will be carried out by a suitably qualified and competent person and copies of quality control checks will be issued to the Association. In addition, the Association will appoint a qualified organisation annually to visit a 10% sample of properties to check that the work was carried out properly and that the installation complies with current regulations.

6.4 The Management Committee will receive a quarterly key performance indicator report which will detail the number of times the Association has failed to comply with it's legal duty and an explanation for this.

## **7.0 COMPLAINTS**

7.1 Any tenant who feels that they have received an unsatisfactory level of service, been dealt with unfairly or out with the boundaries of this Policy can make a complaint. The Complaints Policy is available at the Associations office and copies can be supplied on request.

## **8.0 COMPENSATION**

8.1 In the event that a tenant is left without heating or hot water for a period longer than 3 days and temporary electric heating is left, the tenant may be compensated for the cost of running this temporary heating for all days thereafter until the repair is completed and heating is restored. The maximum payable will be £5 per day.

## **9.0 EQUALITIES COMMITMENT**

9.1 Spire View Housing Association Ltd is committed to tackling discrimination on the grounds of sex or marital status, racial grounds, or grounds of disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.

9.2 Spire View' seek to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

## **10.0 PROCEDURE FOR GAINING ACCESS FOR GAS SERVICING**

10.1 The Association will maintain a database detailing, property addresses, boiler types, installation and replacement dates, service due dates and any reactive repairs instructed.

10.2 The Maintenance team will liaise with the appointed Contractor on an ongoing basis to ensure that an appropriate system is in place to ensure that gas safety checks and servicing is carried out within the required timescales. This will generally mean that a 10month cycle will be maintained to ensure compliance.

10.3 The Contractor is responsible for initial access arrangements to conduct the annual safety check/service. They will attempt to gain access on two separate occasions. Records of no accesses will be advised to the Association. In the event of a second no access, they will pass the matter to the Association to progress.

10.4 The Association will then issue a series of four letters as outlined below. Failure to respond to any of these letters will ultimately result in a decision being taken to force access to the tenants' home. This is carried out in accordance with the section referred to at 2.3 (extract from our Scottish Secure Tenancy) of this Policy document.

10.5 When the Contractor advises that the second access attempt has been unsuccessful, The Association will issue a GS1 notification letter to the tenant at this point requesting that they make contact to make appropriate access arrangements.

10.6 If the tenant does not respond within 5 days, a GS2 letter will be issued requesting that they make contact to make appropriate access arrangements.

10.7 If the tenant does not respond within 3 days, a GS3 letter will be issued advising that access will be forced if the tenant does not make contact to provide access arrangements.

- 10.8 If the tenant does not respond within 3 days, a GS4 letter will be issued giving at least 48 hours notice that the forced access will proceed if the tenant continues to evade contact.
- 10.9 Police attendance will be arranged to assist with forcing access. Forcing access will be a last resort by the Association. The Association will reinstate the security of the property, change locks where required and leave notification of what has taken place. Keys will be left at the Association's offices. The costs will be pursued and recovered through the rechargeable repairs policy.
- 10.10 Upon completion of an annual safety check/service, the Contractor will issue the record of this check to the Association immediately thereafter. This record will be checked and any action on any warnings or defects instructed. Thereafter, the document should be filed and retained for a period of not less than two years. A copy of this check will also be issued to the tenant by the Contractor.

#### **11.0 ALTERNATIVE FORMATS**

As with all the Association's policies and procedures, this document can be made available in full and in part on tape, in braille and in translation into most other languages

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