



## **GAS SAFETY POLICY & PROCEDURE**

<b>Date Approved</b>	<b>Proposed Review Date</b>
<b>March 2019</b>	<b>March 2022</b>
<b>Chair Person/Office Bearers Signature:</b>	

**Cassiltoun Housing Association Ltd.  
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**Registered Scottish Charity SC 035544**

## 1. INTRODUCTION

Cassiltoun Housing Association Limited (hereinafter referred to as “the Association”) has a duty of care to its tenants to ensure that no tenant’s health and safety is put at risk through the use of its gas appliances.

The purpose of this policy is to: -

- 1.1 Set out a long-term strategy whereby the Association will ensure that it installs gas appliances that comply with current building and health and safety regulations;
- 1.2 Set out procedures minimising the risk to tenants from the use of faulty gas appliances (see Procedures No. 1 and 3);
- 1.3 Set out procedures for gaining access to tenants’ homes to carry out annual gas servicing (see Procedure No. 1);
- 1.4 Develop the Association’s IT system SDM to ensure easily retrievable and up to date information is maintained on all gas-supplied properties and maintain the Gas Safety database until sure that this is fit for purpose (see Procedure No. 2);
- 1.5 Set out procedures to ensure that Gas Safety repairs are reported, categorised and completed (see Procedure No. 3);
- 1.6 Set out procedures for the employment and monitoring of Gas Safe (formerly CORGI) registered Gas Maintenance Contractors to carry out Gas Safety work (see Procedure No. 4);

## 2. LEGAL & REGULATORY FRAMEWORK

Under Regulation 36 (Duties of Landlords) of the Gas Safety (Installation & Use) Regulations 1998 (GSIUR), any gas appliance in a property (other than a gas appliance which a tenant is entitled to remove should they vacate the property) that is owned by the Association and is rented to a tenant must be checked for Gas Safety within 12 months of its installation and within every subsequent 12 month period thereafter until the appliance is removed or replaced.

### **Landlord obligations as defined in the Gas Safety (Installation & Use) Regulations 1998**

36. –

1. In this regulation -

"landlord" means -

(a) in England and Wales –

(i) where the relevant premises are occupied under a lease, the person for the time being entitled to the reversion expectant on that lease or who, apart from any statutory tenancy, would be entitled to possession of the premises; and

(ii) where the relevant premises are occupied under a licence, the licensor,

save that where the licensor is himself a tenant in respect of those premises, it means the person referred to in paragraph (i) above;

(b) in Scotland, the person for the time being entitled to the landlord's interest under a lease;

"lease" means –

(a) a lease for a term of less than 7 years; and

(b) a tenancy for a periodic term; and

(c) any statutory tenancy arising out of a lease or tenancy referred to in sub-paragraphs (a) or (b) above, and in determining whether a lease is one which falls within sub-paragraph (a) above –

(i) in England and Wales, any part of the term which falls before the grant shall be left out of account and the lease shall be treated as a lease for a term commencing with the grant;

(ii) a lease which is determinable at the option of the lessor before the expiration of 7 years from the commencement of the term shall be treated as a lease for a term of less than 7 years;

(iii) a lease (other than a lease to which sub-paragraph (b) above applies) shall not be treated as a lease for a term of less than 7 years if it confers on the lessee an option for renewal for a term which, together with the original term, amounts to 7 years or more; and

(iv) a "lease" does not include a mortgage term;

"relevant gas fitting" means –

(a) any gas appliance (other than an appliance which the tenant is entitled to remove from the relevant premises) or any installation pipe work installed in any relevant premises; and

(b) any gas appliance or installation pipe work which, directly or indirectly, serves the relevant premises and which either -

(i) is installed in any part of premises in which the landlord has an estate or interest; or

(ii) is owned by the landlord or is under his control,

except that it shall not include any gas appliance or installation pipe work exclusively used in a part of premises occupied for non-residential purposes.

"relevant premises" means premises or any part of premises occupied, whether exclusively or not, for residential purposes (such occupation being in consideration of money or money's worth) under -

(a) a lease; or

(b) a licence;

"statutory tenancy" means -

(a) in England and Wales, a statutory tenancy within the meaning of the Rent Act [\[a\]1977\[6\]](#) and the Rent (Agriculture) Act 1976[\[7\]](#); and

(b) in Scotland, a statutory tenancy within the meaning of the Rent (Scotland) Act 1984[\[8\]](#), a statutory assured tenancy within the meaning of the Housing (Scotland) Act 1988[\[9\]](#) or a Scottish Secure Tenancy (SST) within the meaning of the Housing (Scotland) Act 2001[\[10\]](#);

"tenant" means a person who occupies relevant premises being -

(a) in England and Wales -

(i) where the relevant premises are so occupied under a lease, the person for the time being entitled to the term of that lease; and

(ii) where the relevant premises are so occupied under a licence, the licensee;

(b) in Scotland, the person for the time being entitled to the tenant's interest under a lease.

2. Every landlord shall ensure that there is maintained in a safe condition -

(a) any relevant gas fitting; and

(b) any flue which serves any relevant gas fitting,

so as to prevent the risk of injury to any person in lawful occupation or relevant premises.

3. Without prejudice to the generality of paragraph (2) above, a landlord shall -

(a) ensure that each appliance and flue to which that duty extends is checked for safety within 12 months of being installed and at intervals of not more than 12 months since it was last checked for safety (whether such check was made pursuant to these Regulations or not);

(b) in the case of a lease commencing after the coming into force of these Regulations, ensure that each appliance and flue to which the duty extends has been checked for safety within a period of 12 months before the lease commences or has been or is so checked within 12 months after the appliance or flue has been installed, whichever is later; and

(c) ensure that a record in respect of any appliance or flue so checked is made and retained for a period of 3 years from the date of that check, which record shall include the following information -

- (i) the date on which the appliance or flue was checked;
- (ii) the address of the premises at which the appliance or flue is installed;
- (iii) the name and address of the landlord of the premises (or, where appropriate, his agent) at which the appliance or flue is installed;
- (iv) a description of and the location of each appliance or flue checked;
- (v) any defect identified;
- (vi) any remedial action taken;
- (vii) confirmation that the check undertaken complies with the requirements of paragraph (9) below;
- (viii) the name and signature of the individual carrying out the check; and
- (ix) the registration number with which that individual, or his employer, is registered with a body approved by the Executive for the purposes of regulation 3(3) of these Regulations.

4. Every landlord shall ensure that any work in relation to a relevant gas fitting or any check of a gas appliance or flue carried out pursuant to paragraphs (2) or (3) above is carried out by, or by an employee of, a member of a class of persons approved for the time being by the Health and Safety Executive for the purposes of regulation 3(3) of these Regulations.
5. The record referred to in paragraph (3)(c) above, or a copy thereof, shall be made available upon request and upon reasonable notice for the inspection of any person in lawful occupation of relevant premises who may be affected by the use or operation of any appliance to which the record relates.
6. Notwithstanding paragraph (5) above, every landlord shall ensure that -
  - (a) a copy of the record made pursuant to the requirements of paragraph (3)(c) above is given to each existing tenant of premises to which the record relates within 28 days of the date of the check; and
  - (b) a copy of the last record made in respect of each appliance or flue is given to any new tenant of premises to which the record relates before that tenant occupies those premises save that, in respect of a tenant whose right to occupy those premises is for

a period not exceeding 28 days, a copy of the record may instead be prominently displayed within those premises.

7. Where there is no relevant gas appliance in any room occupied or to be occupied by the tenant in relevant premises, the landlord may, instead of ensuring that a copy of the record referred to in paragraph (6) above is given to the tenant, ensure that there is displayed in a prominent position in the premises (from such time as a copy would have been required to have been given to the tenant under that paragraph), a copy of the record with a statement endorsed on it that the tenant is entitled to have his own copy of the record on request to the landlord at an address specified in the statement; and on any such request being made, the landlord shall give to the tenant a copy of the record as soon as is practicable.
8. A copy of the record given to a tenant pursuant to paragraph (6)(b) above need not contain a copy of the signature of the individual carrying out the check if the copy of the record contains a statement that another copy containing a copy of such signature is available for inspection by the tenant on request to the landlord at an address specified in the statement, and on any such request being made the landlord shall make such a copy available for inspection as soon as is practicable.
9. A safety check carried out pursuant to paragraph (3) above shall include, but shall not be limited to, an examination of the matters referred to in sub-paragraphs (a) to (d) of regulation 26(9) of these Regulations.
10. Nothing done or agreed to be done by a tenant of relevant premises or by any other person in lawful occupation of them in relation to the maintenance or checking of a relevant gas fitting or flue in the premises (other than one in part of premises occupied for non-residential purposes) shall be taken into account in determining whether a landlord has discharged his obligations under this regulation (except in so far as it relates to access to that gas fitting or flue for the purposes of such maintenance or checking).
11. Every landlord shall ensure that in any room occupied or to be occupied as sleeping accommodation by a tenant in relevant premises there is not fitted a relevant gas fitting of a type the installation of which would contravene regulation 30(2) or (3) of these Regulations.
12. Paragraph (11) above shall not apply in relation to a room which since before the coming into force of these Regulations has been occupied or intended to be occupied as sleeping accommodation.

Under Regulation 39 (Exception as to Liability) of GSIUR, the Association will be deemed not to be guilty of an offence under Regulation 36 should it be able to show that “all reasonable steps” were taken to prevent the offence from taking place, i.e. to have documented evidence of access attempts. Should a tenant refuse to provide access under the terms of the tenant’s Scottish Secure Tenancy Agreement the Association will arrange for force access after serving 7 days notice on the tenant to carry out the annual servicing.

In addition there are other obligations placed on the Association under the Health & Safety at Work Act 1974 and the Housing (Scotland) Act 2001.

In formulating and implementing this policy, the Association is committed to meeting statutory requirements, Tenant's Charter and Good Practice.

### **3. INTERNAL MANAGEMENT**

The Association will appoint an internal "competent person", generally the Technical Officer or Technical Assistant under the supervision of the Director of Operations, to liaise with external bodies in relation to gas issues and to set up a Gas Safety Management System. This system will allow the competent person to keep an accurate log of all gas appliances within Association properties, appliance servicing records, contractor monitoring arrangements, gas incidents and other issues as required by this policy. The Technical Officer and Technical Assistant will be provided with appropriate training to permit effective discharging of duties.

### **4. EQUALITY THIS POLICY COMPLIES WITH THE ASSOCIATION'S EQUAL OPPORTUNITIES POLICY.**

The Association will expect all contractors and subcontractors carrying out Gas Safety work to comply with its Equal Opportunities Policy. A copy of each contractor's policy must be made available for the Association's approval. This will be made available by contractors as part of their tender returns and form part of the tender evaluation process.

### **5. MAINTENANCE FUNDING**

Funding for gas servicing and maintenance will be funded from the Association's cyclical maintenance fund. In order to ensure budgetary certainty, the Association will procure the Gas Maintenance Contractors on a 3 year servicing and maintenance contract with a possible 2 year extension based on contractor performance and tenant satisfaction. The contract will be subject to continuous review throughout the duration of the contract. Contractors will be monitored on the following criteria: -

5.1 Number of repairs carried out;

5.2 Completion times and concentrating on instances where ordering of parts delayed timeous completion;

5.3 Number of repeat repairs;

5.4 In line with the Tenant's Charter the number of repairs 'Right First Time'.

5.5 Number of out-of-hours call-outs and corresponding completions;

5.6 Frequency of different types of repair;

5.7 100% of services completed within their anniversary date;

5.8 Any tenant complaints and compensation where repairs fall within qualifying categories under the Right to Repair Regulations (Scotland) 2002.

5.9 Tenant satisfaction.

The Association's Director of Operations will be responsible for monitoring expenditure against budget, reporting to the Operations Sub-committee.

## **6. GAS SAFETY STRATEGY**

The Association will ensure that any gas appliances installed or maintained within its properties meet the following criteria: -

- 6.1 Specifications/designs to comply with current requirements with regard to both legislative and normative requirements and ensure notification to relevant control bodies such as Building Control, Health & Safety Executive (HSE) and the Gas Safe Register are carried out when required;
- 6.2 The Association will check for Gas Safety within 12 months of its installation and within every subsequent 12 month period thereafter until the appliance is removed or replaced, any gas appliance in a property (other than a gas appliance which a tenant is entitled to remove should they vacate the property) that is owned by the Association and is rented to a tenant.
- 6.3 The Association will provide a 10 month Gas Safety check programme in order to ensure a maximum number of appliances are checked within the specified 12 month period.
- 6.4 Any engineers working on Association gas appliances are Gas Safe registered and hold valid accredited certificates of competency under the Accredited Certification Scheme (ACS) in areas of gas work being undertaken. Records will be kept and regularly updated of all named operatives and their areas of certified competence by the Technical Team.
- 6.5 The Association will maintain a database of all gas appliances including details of Manufacturer and model, flue type, date of installation, date of last service, the engineer who carried out the service, and any remedial works carried out. The database will also be used as a tool to organise annual servicing and record instances of no access.
- 6.6 The Association will, in compliance with GSIUR will, keep electronic records of all Landlords Gas Safety Certificates in the SDM diary entry, for a minimum period of 2 years and will ensure that tenants are served with a copy of the Landlords Gas Safety Certificate within 28 days of the annual service being carried out.
- 6.7 The Association will ensure that all gas repairs are recorded within its computerised maintenance package and have procedures in place to ensure completion of reported repairs.
- 6.8 The Association will ensure adequate quality control of servicing and repairs by ensuring that servicing and maintenance contracts have provision for 10% quality control of services and repairs by the contractor. The Association will also arrange outwith the contract, to carry out a further 10% of services and repairs to be independently checked by an independent consultant.
- 6.9 The Association will ensure that all void properties have been checked for Gas Safety prior to re-letting.
- 6.10 The Association will ensure that the provisions of the Right to Repair Regulations are met through clauses within servicing and maintenance contracts.



6.11 For health and safety reasons the Association will discontinue the planned replacement of gas fires. Any fires condemned during the course of the annual inspections regimes will be removed with tenants being offered compensation.

## **7. POLICY REVIEWS/ CONSULTATION**

The Association will review this policy every 3 years in consultation with tenants. More regular reviews will be considered where, for example, there is a need to respond to new legislation/policy guidance. Reviews will incorporate changes to legislation and regulations, Tenants Charter and good practice.

# Gas Safety Procedure

## 1.0 INTRODUCTION

The purpose of this Procedure is to ensure that the Association complies with its legal obligations for gas safety as a landlord, under the Gas Safety (Installation & Use) Regulations 1998.

## 2.0 SCOPE

This Procedure covers all tenanted properties managed by the Association containing gas appliances & supplies. It begins when an appliance or supply has been identified in the service sequence and concludes when a service record has been produced, logged, filed and updated on the gas database/SDM.

## 3.0 DEFINITIONS

Gas appliance refers to: Gas fires (with or without back boilers), wall mounted gas boilers, gas tumble dryers, gas cookers and hobs.

Gas supply refers to: Gas supply pipework and/or gas meter (for which a soundness test will be carried out and certification produced).

## 4.0 PROCEDURE

### Register of Appliances

- 4.1 The Technical Officer will ensure that a record is maintained within the SDM system, of all gas appliances installed in the Association's managed properties, their previous service date and copies of landlord's electronic certificates. This will be the master copy of information from which budgets, and the annual planned servicing programme will be derived.

### Obligation to Service Appliances

- 4.2 The Technical Officer will ensure that an annual service & safety check is carried out on all gas appliances in the Association's tenanted properties and in all properties managed by the Association. This obligation will be met through the implementation of a planned maintenance servicing programme. *Note: Void properties will also be serviced prior to commencement of any new tenancy agreements.*

### Programming and Preparing of Gas Appliance Service List

- 4.3 The Association's Gas Maintenance Contractor will run a services due report and programme all required services. To ensure that all properties have a service carried

out by their anniversary date all properties will be serviced on a 10 month cycle, to allow for any no access or forced entry actions.

#### **Notification.**

- 4.4 The contractor will postcard customers giving 5 working days notice of their intention to visit and carry out the service.

#### **Implementation of Job Orders**

- 4.5 The Association's Gas Maintenance Contractor will prepare job orders from their database to ensure all properties are serviced within the contractual timescales.

#### **Execution of the Works**

- 4.6 The Association's Gas Servicing Contractor will carry out the servicing in accordance with Gas Safe Register requirements and the work instructions for servicing the gas appliances and supply pipework.
- 4.7 During the course of the gas service visit the Gas Engineer will carry out a safety inspection of any non-Association gas appliances in the property and check (or replace if required) the carbon monoxide detector (battery models only).
- 4.8 In the event of a no access, the Gas Engineer will complete a no access card and deposit it at the premises in accordance with the contract requirements and will e-mail the Association to inform the Technical Assistant that no access has been gained. Following 2 access attempts, the tenancy details will be passed to the Technical Officer for further action. The contractor will provide reports on a weekly basis for completed services and properties where 2 and 3 no access visits have been carried out.

#### **Certification and Recording of Inspection**

- 4.9 Following completion of the Appliance Servicing & Safety check the Gas Engineer will:
- complete a Landlord's Inspection Service Record (LANDLORDS GAS SAFETY CERTIFICATE,), or electronic equivalent.
  - issue a copy record to the tenant;
  - Gas Engineer will forward electronic copy to Technical Officer for recording and filing.
- 4.10 In the event of the property being void the Gas Servicing Contractor will ensure that the original landlord's safety record is forwarded to the Technical Officer. A copy should also be provided for inclusion in the void pack that is passed to the relevant Housing Officer for issue to the new tenant as part of the sign-up process.

#### **Notification and Rectification of Unsafe Appliances**

- 4.11 In the event that a non-Association appliance is found to be unsafe the Gas Engineer will address the issue all as per Gas Safe Register working practices. In addition the Gas Engineer will inform the Technical Officer.

#### **Logging of Completed Inspection/Servicing**

- 4.12 The Gas Maintenance Contractor will ensure that gas service job orders are logged as complete and the gas safety certificate is electronically issued to the Technical Officer within **7 working days** of the completed service.
- 4.13 Following return of the Gas Appliance Service/Safety Record to the Technical Officer will at least weekly ensure that:
- the Gas Appliance Inspection/Service date is logged on to the gas safety database and SDM
  - the Inspection Servicing Record is filed in the relevant files.
  - Produce monthly reports for the Director of Operations detailing those over 365 days and where there are outstanding service/safety records to be provided by Gas Maintenance Contractor.
  - Ensure that the gas servicing database and SDM are updated to show new properties, change of ownership or appliances.

## **5.0 No Access & Forced Entry Arrangements**

- 5.1 As a final mechanism to ensure the Association's compliance with its statutory obligations, we will consider forcing entry to carry out this work. Every effort will be made to avoid this, through written correspondence and other appropriate methods of communication.
- 5.2 Between each of the actions detailed below, **a maximum of 7 days** should be allowed.
- 5.3 **Action 1** – Contractor will send letter to tenants giving 5 working days' notice of service visit. (Copy of Letter at Appendix 1)
- 5.4 **Action 2** – Engineers will attend each property, carding each time a visit is made, up to a maximum of two visits per property. No Access cards will again encourage tenants to call the Gas Maintenance Contractor or Association to arrange suitable access for this work and the Gas Maintenance Contractor will e-mail the Associations Technical Assistant all no access calls immediately after each visit for action.
- 5.5 **Action 3** – On receipt of 'No Access' e-mail the Technical Assistant will organise for the tenant to be telephoned to arrange access and a letter issued confirming the appointment this is **letter 1** and should be sent by normal first class mail. If no contact is made with tenant **letter 1** should still be issued by normal first class mail. The letter will give 5 days' notice to contact the Association to arrange access for this work. 7 days after the 2<sup>nd</sup> no access visit by an Engineer, tenancies where access has not been provided or gained, will enter into the "No Access" process. At this point the gas database and SDM to be checked to ensure that e-mail has been received and action taken. If not tenant to be telephoned and access arranged and letter sent by normal first class mail either confirming appointment or giving tenant 5 days notice to contact Technical Assistant to arrange access for this work. Contractor to be contacted to ascertain why no e-mail had been issued. **(Copy of letter 1 at Appendix No.2)**
- 5.6 **Action 4** – Failure by the tenant to contact the Technical Assistant within 5 days of **letter 1**, will result in the Technical Assistant contacting the 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 assess any risks which may be present during forced entry, to gain alternative contact numbers/email addresses or to ascertain any other circumstances why access has not been provided – such as abandonment, custodial sentences or long term hospital stays. Where no contact

has been made and no circumstances exist the Technical Assistant will telephone the tenant to arrange access and issue **letter 2** after 5 days from issue of **letter 1 (copy of letter 2 at Appendix 3)**

- 5.7 Action 5 – In addition the Technical Assistant will attempt to contact the tenant by phone and/or email to make arrangements for access for this work. When calling by telephone, 3 attempts will be made (one a.m., one p.m. and one late call, and dates/times noted). If after a further 3 days no contact has been made the Technical Assistant will issue **letter 3 (Copy at Appendix 4)**
- 5.8 Action 6 – Where the intended action to be taken is to force entry, the standard pro forma **(Copy at Appendix 7)** should be fully completed and countersigned by the Housing Manager (Property) prior to proceeding with arrangements to force entry. **In addition to this, clarification should be sought that a Scottish Secure Tenancy (SST) agreement has been signed by the current tenant and a copy is on file. Where no signed SST is present, the Technical Assistant will start the process to get a Sheriff's Warrant and no attempt to force entry will be made until this has been awarded and instruct the housing officer to serve an Abandonment Notice on the property.**
- 5.9 Action 7 – Following the efforts made by the Technical Assistant in points 5.6 and 5.7 above, and with no response, action will be taken to make forced entry and carry out the service. At this stage a letter **(Copy at Appendix 4)** giving at least 7 days' notice of the Association's intention to force entry will be issued to the tenant. Copies of this letter will be posted normal 1<sup>st</sup> class.
- 5.10 Action 8- This will be followed by the forced access letter which will be both hand delivered by Housing Officer and sent by recorded delivery. This letter will note the Association's intention to gain entry by force if no access is provided on a specified date and time, the consequences and costs associated with non-cooperation and also the tenant's legal obligations under their tenancy agreement with the Association **(copy at Appendix 5)**.
- 5.11 Action 9 – Ensure that Forced Entry Procedure is fully adhered to during the action to force entry and carry out the gas service/safety check. In addition to this, the following actions should be carried out:
1. The lock changed (if tenant not present and entry has been forced).
  2. Notification left pinned to the door **(Copy at Appendix 6)** that the locks have been changed and the service/safety check carried out, along with details of what the tenant must do next (contact the office to retrieve the new keys).
  3. Minimum 2 staff members (exclusive of Gas Engineer) to remain in attendance whilst gas service is carried out, property vacated and secured all as Forced Entry Procedure. **Where there is no gas supply (quantum meter) present at time of forced entry and service, the supply piping from the meter will be disconnected on the Association's side of the meter. The tenant will have to contact the Association direct to have this supply reinstated and the appliance serviced during the same visit.**
- 5.12 Action 10 – When forcing entry a member of the Housing Association staff present will photograph any pre-existing damage as well as record what was done in the house and any damage caused by the HA and/or its contractors as a result of the process of forcing access.

- 5.13 Action 11– If a tenant makes, then breaks an arrangement for access the Technical Assistant will move on to the next stage as if no arrangement had been made. If access is gained at any point the process will stop.

## **6.0 Heating Breakdown Procedure**

- 6.1 If a customer requires an engineer for breakdowns or emergencies, during normal working hours they will contact Cassiltoun Housing Association and order will be raised and forwarded to contractor. Out with normal working hours and holiday periods customers will contact the Contractor's Call Centre , free phone 08000 -921-961 to request an engineer to attend.
- 6.2 Call Centre will raise job on the system under the Gas Maintenance contract and allocate an engineer to call within agreed contract timescales.
- 6.3 Engineer will attend and complete repair to fully restore heat and hot water. If the engineer cannot restore heat they will provide a minimum of two electric convector heaters. If asbestos is suspected the CHA Asbestos management procedure will be followed.
- 6.4 Where an engineer identifies boiler faults that are unable to repair the contractor will forward a Boiler Replacement Request to the Technical Officer. The Technical Officer may arrange for an independent gas auditor to inspect the boiler and report back prior to requesting authorisation from the Director of Operations to issue an order to replace the boiler.

## **7.0 QUALITY ASSURANCE**

All contractors instructed by the Association to work with gas appliances will demonstrate to the Association that they are on the Gas Safe register of gas installers.

Copies of Heating Engineer's Gas Safe registration cards will be provided to the Association annually. Only engineers who have submitted copies of their cards may work on Association's gas appliances. This information will be requested by the Technical Officer as part of the Approved List audit information, on an annual basis from each contractor who works on gas appliances for the Association, be it of a servicing or installation nature.

At least 10% of Gas services/safety checks will receive a quality assurance inspection from an independent competent inspector.

## **8.0 MONITORING AND REVIEW**

- 8.1 The Director of Operations is responsible for ensuring that this Procedure is followed by all appropriate staff.
- 8.2 The Director of Operations will ensure that this Procedure is reviewed at least every three years.

**APPENDIX 1 –**



**No Access Visit**

Dear Customer

Our engineer called at your property today (date) \_\_\_\_\_ at (time) \_\_\_\_\_ to check / service\* / repair / install your Central Heating System. Unfortunately you were not at home.

Please contact us on the number below to arrange an alternative appointment for this work to be carried out.

**Telephone Number 0333 202 0708**

\*A service should be carried out annually for safety reasons. It is important that you contact us immediately to arrange for this work to be completed.



**No Access Visit**

Dear Customer

Our engineer called at your property today (date) \_\_\_\_\_ at (time) \_\_\_\_\_ to check / service\* / repair / install your Central Heating System. Unfortunately you were not at home.

Please contact us on the number below to arrange an alternative appointment for this work to be carried out.

**Telephone Number 0333 202 0708**

\*A service should be carried out annually for safety reasons. It is important that you contact us immediately to arrange for this work to be completed.

**APPENDIX 2**  
**Letter 1**

Date

Name & Address

Dear

**GAS SAFETY (INSTALLATION & USE) REGULATIONS 1998: ANNUAL SERVICE**

Cassiltoun Housing Association Limited is required to carry out annual servicing of all its gas appliances, i.e. your boiler and/or gas fire, under the above regulations. This is in the interests of your own Health and Safety to ensure that there are no leaks from gas appliances of natural gas or carbon monoxide, which may have tragic consequences for you and your household.

**Please contact of the Association's Operations Team by (insert date 5 days from issue date) to make an appointment.** Appointments can be made at any time of the day during normal working hours.

Please ensure that you keep to this access arrangement and, if you have a card or key electricity or gas meter that there is sufficient credit to allow the service to be carried out.

**Under the terms of section 5.12 of your Tenancy Agreement you are obliged to allow access to the Association to carry out essential maintenance work. If you do not make suitable access arrangements by (insert appropriate date), the Association will then arrange to force access to your property and cap your gas meter until such times as the gas service can take place. This is to ensure the safety of you and all other local residents.**

I trust that this will not be necessary and that you will contact the Association by the deadline given and provide access to City Building LLP to carry out this essential work.

I look forward to hearing from you.

Yours sincerely

**Jim Docherty**  
**Technical Officer**



## **APPENDIX 3**

### **Letter 2**

Date

Name and Address

Dear

#### **Gas safety (Installation and Use) Regulations 1998: Annual Service**

As you have not responded to my previous letter re the above, I must remind you that under the Gas Safety (Installation and Use) Regulations 1998, Cassiltoun Housing Association, as Landlord, has a Legal obligation to ensure that appliances and pipework installed by us are maintained in a safe condition so as to prevent the risk of injury to any person. This inspection is vital to your safety and the safety of your family and your neighbours.

You must contact this Office by (3days from date of letter), giving a firm date when the Contractor can gain access.

**Please also note that under the terms of your Tenancy Agreement, you must allow the Association entry to your home to carry out inspections of this kind. Failure to contact this Office by (insert date) to arrange an appointment will result in the Association arranging to force access to your home and capping your gas at the gas meter.**

If your gas inspection has been completed by the time you receive this letter or if you have already made an arrangement to give us access, please contact us immediately so that we can halt any further action.

**PLEASE CONTACT THIS OFFICE AS A MATTER OF URGENCY.**

Yours sincerely

**Jim Docherty  
Technical Officer**

## Appendix 4

### Letter 3

Date

Name & Address

Dear

**NOTICE OF INTENDED FORCED ENTRY – FINAL REMINDER  
GAS MAINTENANCE CONTRACT – ANNUAL SERVICE VISIT**

We refer to the above and would advise you that Cassiltoun Housing Association intend to make forced entry to your property to enable Cassiltoun Housing Association to fulfil its obligations in terms of the Gas Safety (Installation and Use) Regulations 1998.

You have already received letters from this Office advising you about the Association's obligations to inspect appliances and pipework installed in your Tenancy and ensure they are in a safe condition. Your failure to allow access presents a risk of injury and danger to any person within the Property. This inspection is vital to your safety and the safety of your family and your neighbours.

An appointment has been arranged on (insert date), if you do not allow access the Association will arrange to force access to your home and cap your gas at the gas meter.

Please note that no further warning will be given prior to forced entry being carried out. If you wish to stop this action it is imperative you contact us immediately with access arrangements. On completion of the Gas Service action will be stopped, however you may be liable for costs incurred to date.

**If your gas inspection has been completed by the time you receive this letter or if you have already made an arrangement to give access, please contact us immediately so that we can halt any further action.**

Yours sincerely

Fiona McGowan  
**DIRECTOR OF OPERATIONS**

## Appendix 5

### Forced Entry Letter

By hand & recorded delivery

Dear

**HEALTH & SAFETY: DO NOT IGNORE THIS LETTER  
GAS SAFETY (INSTALLATION & USE) REGULATIONS: ANNUAL SERVICE**

Cassiltoun Housing Association is required to carry out annual servicing of all its gas appliances, i.e. your boiler and/or gas fire, under the above regulations. This is in the interests of your own Health and Safety to ensure that there is no gas or carbon monoxide leaks, which may have tragic consequences for you and your household.

To date the Association's Gas Engineers, City Technical Services, have tried unsuccessfully on at least two occasions to gain access and you have not responded to letters from the Association to arrange access. **Refusal to permit access is in breach of section 5.12 of your Tenancy Agreement. City Technical Services will call again on (insert date) to complete this work.**

**Under the terms of your Tenancy the Association is entitled to force entry to your property if access is refused at this time. To this end, a joiner and a member of the Association staff will be in attendance to force entry if necessary and your gas meter will be capped. You will be liable for the full cost of this visit which will be in the region of £200.00, including any damage reasonably caused in forcing entry and for previous missed appointment(s).**

Your co-operation in providing access will therefore be appreciated.

Yours sincerely

**FIONA McGOWAN  
Director of Operations**

**Appendix 6**

**Notice to be pinned/**

**Notice to be pinned to door following Forced Entry & Lock change**

**GAS APPLIANCE SAFETY AND SERVICING**

**LOCK CHANGE**

**ADDRESS:**

A Service Engineer called to service your gas appliance and was **UNABLE** to gain access despite our advance notice, and previous correspondence.

**In order to carry out this work, entry has now been forced to the property and the locks have been changed.**

You may collect the new set of keys from your **Housing Officer** at ///////////////, during office hours:

Office Opening Hours :  
9.00am-5.00pm - MONDAY to THURSDAY  
9.00am-4.00pm – FRIDAY

Outwith office hours, please phone /////////////// to make arrangements to get the new keys.

**You chose not to give us access despite various requests. As a result, the Association is not responsible for any inconvenience which you experience as a result of the lock change**

**Your **Housing Officer** will be required to confirm your identity before issue of the new set of keys.**

**APPENDIX 7 – Pro Forma for Authorisation to Force Entry**

**Authorisation for access by forced entry to carry out Gas Servicing Repairs**

To: \_\_\_\_\_ **Director of Operations**

The following tenant has failed to give us access to their home to enable us to carry out a gas service/safety check. Authorisation is sought to force entry to the property to carry out the outstanding gas works. The information provided below details our attempts to inform the tenant of our requirements to access their home.

Your authorisation is sought to force entry to the house on the date given below should the tenant not voluntarily give access that day.

<b>Tenant Ref. No.</b>		
<b>Tenant's Name</b>		
<b>Stage 1 – Date of Contractor's first no access</b>		dd/mm/yy
<b>Stage 2 - Date of Contractor's second no access</b>		dd/mm/yy
<b>Date of Contractor's final warning letter</b>		dd/mm/yy
<b>Stage 3 – date 5 day letter issued to tenant</b>		dd/mm/yy
<b>Date checked with Housing Officer</b>		dd/mm/yy
<b>Housing Officer's Notes</b>		
<b>Stage 4 – Date tenant was phoned to attempt to arrange access</b>		dd/mm/yy
<b>Stage 5 – I confirm that a signed copy of the SSTA is on file</b>		dd/mm/yy
<b>Stage 6 – Date of letter notifying date of proposed forced entry</b>		
<b>Stage 7 - Date and time of forced entry</b>		dd/mm/yy hh/mm

Signed \_\_\_\_\_ **Housing Officer**

Date \_\_\_\_\_