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| Policy: | Gas Safety and Servicing Policy |
| Effective Date: | February 2017 |
| Date Last Reviewed: | February 2017 |
| Scheduled Review Date: | February 2019 |
| Supersedes: | All previous Policies and/or Statements |
| Author: | Julie Martin, Head of Asset Management |
| Approved by: | Board, 23 rd February 2017 |

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1. PURPOSE

Tuntum Housing Association (THA) aims to provide homes that are safe and secure for our residents. This policy sets out the framework to ensure that as a landlord we maintain and service all gas appliances in accordance with current legislation.

The purpose of this policy is to fulfil our statutory, contractual and regulatory requirements and ensure that all homes have a valid safety certificate.

2. POLICY STATEMENT

Failure to safely manage gas appliances and flues may result ultimately in loss of life. Penalties and enforcement following breaches of the Regulations can lead to imprisonment and potentially unlimited fines for cases referred to Crown Court.

The Association aims for 100% compliance, with all properties having a valid service and safety check document in place at any given time.

Where gas fires or the flues which serve them reach the end of their useful service life or are beyond economic repair, these appliances will either be replaced with an electric fire suite or removed and not replaced at all.

To mitigate as far as possible, the risk of not getting access to properties, for all new boiler installations or replacement control timers, we will replace these with service interval timers which give early warning that the servicing is due and interrupt the gas supply should the service interval be exceeded.

3. RESPONSIBILITIES

The overall responsibility for maintaining THA's gas appliances sits with the Head of Asset Management. The operational aspects, including administration, are carried out by the Customer Services Section of the Finance Department.

Roles and responsibilities are set out below:

Head of Asset Management:

- Appointment of competent contractor
- Annual company and Gas Safe checks
- Regular progress meetings with Contractor & Customer Services Team
- Ensuring compliance during void periods
- Complaints investigation

Customer Services Team

- Management of the appliance list & servicing dates
- Maintenance of a list of recommendations and items not to current standards and any remedial work done
- Liaison with contractor in relation to servicing and repairs status
- Liaison with tenants where contractor access has failed
- Implementation of access procedures and referral to Housing Management
- Maintenance of records
- Arranging with Tuntum staff to apply stickers to properties where access has not been provided

Housing Management Team

- Arranging access with tenants
- Arranging for legal action where access cannot be gained
- Ensuring new tenants have a copy of the safety certificate

4. REFERENCES

The landlord's duty to protect tenant safety is covered in general in the Health & Safety at Work Act 1974 and the Management of Health & Safety at Work Regulations 1999.

The Gas Safety (Installation and Use) Regulations 1998 specifically deal with the installation, maintenance and use of gas appliances, fittings and flues in domestic and some commercial premises. These require Tuntum as landlord to ensure that gas appliances, fittings and flues provided for tenants' use are safe.

The safety check and maintenance requirements generally apply to any gas appliance or flue provided for tenants' use in property occupied for residential purposes under either a licence, a tenancy agreement for a set term, or a lease as defined in the Regulations.

Exceptions to the Regulations include:

- appliances owned by the tenant are not covered;
- flues/chimneys **solely** connected to an appliance owned by the tenant are not covered.

Appliances and flues serving individual premises such as central heating boilers not installed in tenants' accommodation, but used to heat them **are** covered by the Regulations.

The Regulations require that

- gas fittings and flues are maintained in a safe condition. Gas appliances should be serviced in accordance with the manufacturer's instructions. If these are not available, it is recommended that they are serviced annually unless advised otherwise by a Gas Safe registered engineer;
- an annual safety check is carried out on each gas appliance/flue;
- these checks must have been carried out within one year before the start of any new lease date, unless the appliances in the property have been installed for less than 12 months, in which case they should be checked within 12 months of their installation date;
- all installation, maintenance and safety checks are carried out by a Gas Safe registered engineer;
- a record of each safety check is kept for at least two years;
- a copy of the latest safety check is issued to existing tenants within 28 days of the check being completed, or to any new tenant before they move in;

- inspections are carried out by Gas Safe registered engineers;
- All reasonable steps should be to ensure access to property for safety checks and maintenance work to be done

5. PROCEDURE

Appointment of Contractors

All gas servicing and repairs are undertaken by an external contractor. The contract arrangements for maintenance and safety checks are split in to three elements:

- Safety Test and Service
- New Installations
- System Maintenance Cover

The appointed Contractor must be registered with Gas Safe and Constructionline. Annual checks will be made by the Head of Asset Management to ensure that the contractor has a valid Gas Safe Registration Certificate for the business and that individual engineers used on the contract with THA are also registered with Gas Safe.

The gas-servicing programme will run over an 11-month period. There are usually a small number of tenants where access is a problem and this increases the risk that some certificates may go out of date. To mitigate this and where we are aware of a problem the servicing is brought forward to allow sufficient time for overcoming issues with access.

The programme requires close monitoring and supervision and the Customer Services Team will have regular communication with the contractor to ensure that all actions are being taken in a timely manner. Tenants who repeatedly refuse access will be flagged and managed by early engagement with personal contact and letters at an earlier stage in the process.

Where properties cannot be serviced due to access not being granted or lack of gas or electric at the property, the meter will be capped to ensure the appliance cannot be used until the safety check has been carried out.

Where properties, through the choice of the tenant, remain capped these will be checked annually to ensure that the appliance has not been brought back in to use.

All missed appointments, capping costs and any legal costs incurred to gain access will be recharged back to tenants.

Where a tenant's own appliance is found to be defective, the appliance will be disconnected and labelled as dangerous. The tenant will be advised immediately of the defect and advised it is their responsibility to carry out the necessary repair. Where the tenant refuses to allow the appliance to be disconnected, the gas contractor will immediately inform Customer Services and TRANSCO under Regulation 34 Unsafe Appliances of the 1998 regulations.

When a property is void, the Maintenance Team will ensure that the gas appliances are capped off and that the services are checked on reoccupation and are safe to let. The Housing Management Team will ensure that a copy of the gas safety certificate will be given to all new residents as part of the sign up procedure.

Stock and appliance data will be audited annually to ensure that all properties and appliances are serviced. Monthly reconciliation checks are made on the number of properties on the gas register and against the number of properties on the Property Ledger on SDM. A copy of the reconciliation form is attached as Appendix 7.

Gaining access to properties to carry out gas servicing

1. The gas maintenance contractor is to contact Tuntum tenants by letter (see Appendix 2), at least four weeks before the annual service appointment. To ensure that the CP12 Certificate remains within the 12 month anniversary, the appointment date should not be later than within 48 weeks of the expiry of the current certificate. The appointment letter should offer an opportunity for the Tenant to ring for an alternative appointment if the date given is inconvenient. This should be within 7 days of the initial scheduled appointment.
2. The Contractor will attend the property on the date arranged. If the contractor gains access, the appliance will be serviced and a CP12 safety certificate issued. If there is no gas or electricity at the property, the contractor is to cap off the gas supply until the tenant has cleared their arrears and makes a further appointment to remove the 'disk' and service the appliance. Where a cap is already in place, this should be checked and the certificate issued. If the tenant is not at home, a 'missed appointment' call card will be left giving another date within 7 days (see Appendix 3). The card is marked as a 1st missed appointment, coloured green, and at this stage no charges should be made by the contractor.

3. If the tenant is not at home for the second appointment, a further call card is left with another appointment within the 7-day period. This is flagged as an amber card and the contractor may charge for an abortive call. This charge will be passed on to the tenant. The contractor will place a sticker over the door lock at this time. The Customer Services team at Tuntum will on the day of receipt of the information from the contractor set up a file to record the letters and documents sent and received for each address. Customer Services will alert the Housing Management Team to the problem so that they can advise on the next steps and then send out Gas Contract missed appointment letter 1 (see Appendix 4) to the tenant asking them to contact the contractor to make a new appointment for the gas service work. Due to concerns that the property may have been abandoned, a Notice to Quit may also be served on the property at this stage or any other relevant court proceedings that may be appropriate.
4. If the Tenant is not at home on the third appointment, the gas will be capped where an external meter is fitted. The Contractor should ensure that all information, copies of call cards and vehicle log sheets should be passed back to the Customer Services Section at Tuntum. The contractors will continue to try and gain access and leave a further call card flagged red.
5. If the contractor gains access to the property as a result of any of the processes above the appliance will be serviced and a CP12 safety certificate issued. If there is no gas or electricity at the property, the contractor is to cap off the gas supply until the tenant has cleared their arrears and makes a further appointment to remove the 'disk' and service the appliance. The tenant will be recharged for missed appointments and any capping or uncap charges after the second visit.
6. If no response has been received from the tenant and no other contact can be established, the details are to be passed to the Head of Housing for legal proceedings to be considered. Tuntum Housing Management will send letter 2 (see Appendix 6) to the tenant, informing them that legal proceedings are being undertaken to obtain an injunction to access the property, or that a Notice to Quit is being served on the property due to concerns that the property may have been abandoned, or of any other relevant court proceedings that may be appropriate. This letter will be hand-delivered to ensure it gets to the property and at the same time (if not already fixed at 12 above) a self-adhesive

notice will be attached to the front door of the property to alert the tenant of the danger of leaving their gas appliances uninspected. In cases of emergency where there are health and safety concerns, THA reserves the right to enter the premises without notice to the tenant, in order to assess the health and safety concern. The property will be secured following entry.

7. If the Tenant responds to letter 2, the details will be passed on to Tuntum Customer Services, who will liaise with both the tenant and contractor to arrange a new appointment. The tenant is to be informed at this stage that they must have Gas and Electric available for the boiler to be serviced and that if this appointment is missed, legal proceedings will continue.
8. If access cannot be achieved from the first injunction, a further injunction will be sought and/or possession proceedings may be commenced. Following issue of the injunction, a date and time will be passed on to the gas contractor to attend the property at which time a Housing Officer will also be present. The gas contractor will then be instructed to either cap off the gas inside the property, or if gas and electric supplies are available, to service the gas appliances.
9. If there is still no response from the tenant and no other contact can be established, Tuntum Housing Management will seek possession of the property, and the boiler will be serviced whilst the property is vacant.

6. RECORD KEEPING

Customer Services are responsible for the maintenance of the gas asset register which records the following information:

- Property and details of Landlord appliances at the property
- Date of installation (if known)
- Date of last service
- Date of next due service
- Actual service date
- Any commentary

The register will also record where properties have been capped and the dates that checks have been completed.

A complete list of items which THA have responsibility for identified from the CP12 and follow on repairs completed will be maintained by Customer Services with the gas asset register.

Copies of letters sent to tenants will be filed on the SDM Housing Management System and any actions taken to assist entry for the purposes of carrying out the gas servicing will be logged in to the system diary.

The register, template letters, compliance figures and a copy of the current contract will be stored electronically in the Asset Management Folder on the corporate shared drive.

7. MONITORING AND REVIEW

Performance is reported to the Board quarterly. The risk of loss of life is listed on the operational risk register and monitored routinely by the Risk Assessment Panel.

In order to ensure that the procedure to manage contractors is followed and that access is gained to carry out safety checks, THA will appoint an independent auditor to review the policy and procedures on an annual basis.

Customer Services will provide the Chief Executive, the Director of Resources and Risk, and the Head of Asset Management with monthly compliance figures.

The contractor is required to provide compliance statistics on a monthly basis.

Key performance indicators will be reported to the Board on a quarterly basis.

This policy will be reviewed every 2 years unless there is a change in legislation which necessitates earlier review.

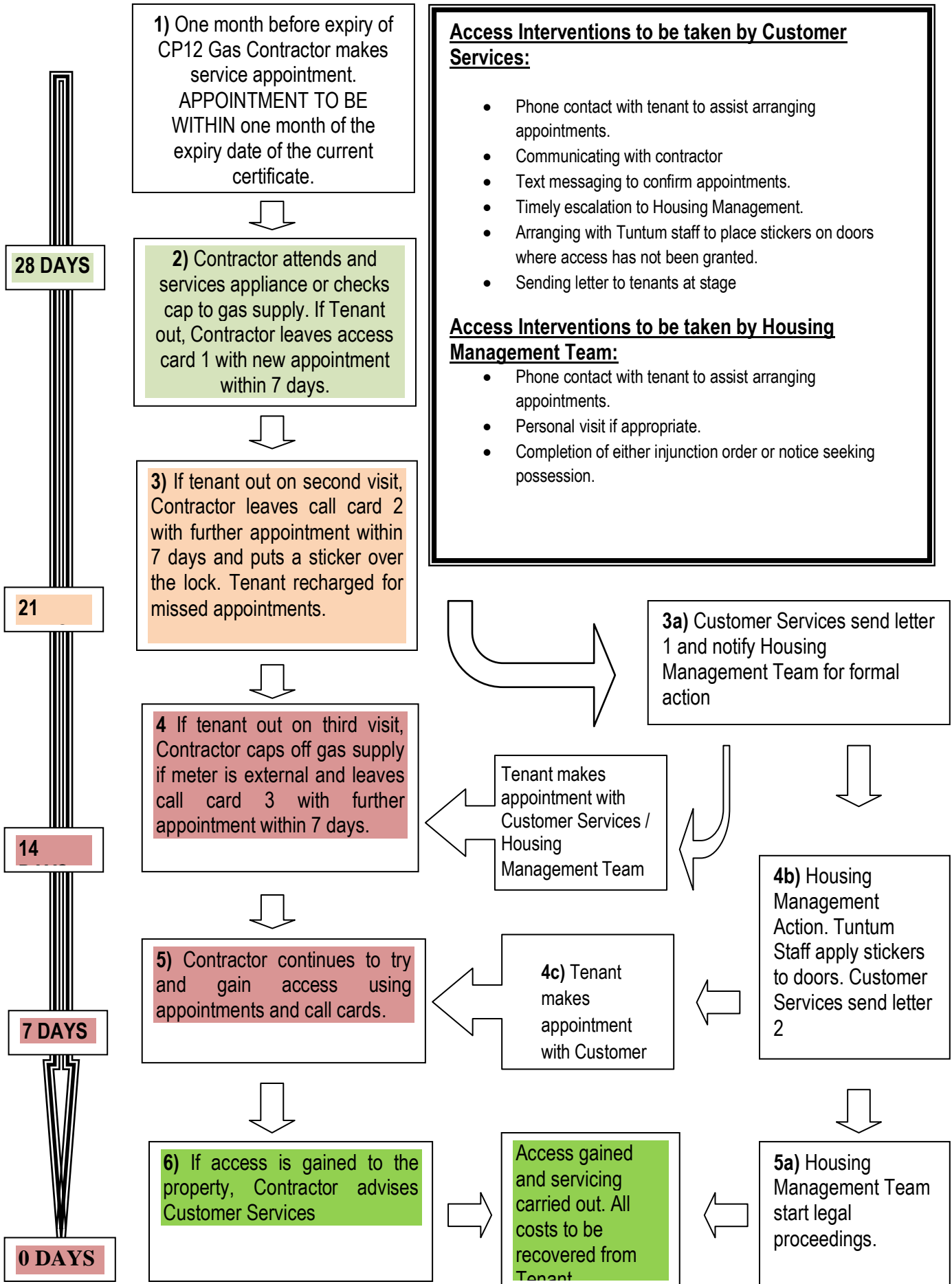
8. APPENDICES

- 1 Procedure Flowchart
- 2 Initial appointment letter (letter 1)
- 3 Missed Appointment call card
- 4 Missed Appointment letter

- 5 Warning notice
- 6 Warning letter (letter 2)
- 7 Reconciliation form

Appendix 1

Procedure Flowchart



Appendix 2

Initial appointment letter (letter 1)

Telephone: [insert Contractor phone number]Our Reference:

Date:

Tenant Address

Dear Customer

Re: Your Annual Gas Service and Safety Check is Due

[insert Contractor] has been appointed by Tuntum Housing Association to carry out the gas servicing to all of its properties. This is a legal requirement under the Gas Safety (Installation and Use) Regulations 1998 and it is your responsibility under the terms of your Tenancy Agreement to allow access for this essential work to be carried out. Servicing the appliances at your home will ensure your safety, increase the efficiency of the appliance and could save you money through lower fuel bills.

Your appointment has been scheduled for:

If you will not be available for this appointment, please contact [insert Contractor] as soon as possible with your name, address and contact telephone number on [insert Contractor Phone number] or email [insert Contractor email address] and another appointment can be made. Any new appointment must be arranged by you within 7 days of the date scheduled above at the latest to ensure that the gas servicing can be completed as soon as possible.

You must ensure that there is both gas and electricity available at the time of the visit, otherwise the work cannot be carried out. Your appliances should also be turned off prior to the appointment so they are cool enough for the engineer to work on.

Failure to properly maintain gas appliances may result in a buildup of Carbon Monoxide in your home. If you do not allow access for this work you will be placing yourself and any other occupants of your home at risk. In addition, our engineer will have had a wasted journey. Any charges (currently £28 per visit) incurred as a result of your failure to allow access or rearrange the service visit will be passed on to you.

Should you wish to contact Tuntum about this letter, please phone Customer

Services on (0115) 9166066.

Yours sincerely,

Please note that failure to allow access may result in legal action to gain possession of the property and/or gain entry to the property and you will be charged for abortive visits and legal charges should such action be necessary



Address: _____

Date: _____ Time: _____

GAS SERVICING MISSED APPOINTMENT

1 2 3

To arrange another appointment please call:

EVEN IF YOU HAVE NO GAS APPLIANCES WE WILL STILL NEED ACCESS

If you do not respond to this card we will call again. YOUR NEW APPOINTMENT IS - _____

- 1 1st Missed appointment
- 2 You will be charged for missed appointments (£28.80)
- 3 Tantum Housing to continue with Court Action

Appendix 4

Missed Appointment letter

Date:.....

To:
.....
.....
.....

Dear

Re: Health & Safety – Access for Gas Servicing

I am writing regarding the recent attempts by our contractor to gain access to service your gas appliances.

Service Visits were made with you on the following dates, but access was not provided:

Call cards have been left and photographed at the property and these are supported by tracker reports for each engineer.

The total cost of these aborted visits currently stand at £..... and will be recharged to you in full.

***We are concerned that no-one is residing at the at the property and we have therefore enclosed a Notice to Quit>(* delete as appropriate)**

I would advise you that under the terms of your Tenancy you must allow our contractors access to carry out servicing to gas appliances at the property and that the lack of access provided to this point, constitutes a breach of your tenancy.

This visit is now urgent and is a health and safety matter, we request that you arrange to have your appliances serviced within a week from the date of this letter by contacting XXXXX directly on 01332 769717. **If the service visit has not been made by this time, we will apply to the Court for an injunction requiring you to allow us into our property and/or we may seek a Possession of the property. We will ask the court to order that- you pay for the legal costs involved in this process.**

Yours sincerely

Julie Martin
Head of Asset Management & Development

Appendix 5

Warning notice

WARNING

ANYONE ENTERING THIS PROPERTY – DOES SO AT THEIR OWN RISK.

This property does not have a current gas certificate (CP12) confirming the safety of its gas appliances.

Despite our best endeavour's we have been unsuccessful in gaining access to carry out essential gas safety checks. This is both a breach of the current Gas Safety Regulations and also your Tenancy Agreement terms.

If you ignore this notice and do not co-operate by giving us access you are breaking your tenancy conditions and you could **LOSE YOUR HOME AND FACE PROSECUTION.**

Please call us on Nottingham (0115) 9166066 TO MAKE AN APPOINTMENT for this vital work to be carried out.

Appendix 6

Warning Letter (letter 2)

Date

Tenant Address

Dear XXXXXXXXXXXX

FINAL WARNING & NOTICE OF LEGAL ACTION

I enclose the application papers for an injunction and / or possession * (delete as appropriate). You will see from the papers that we are applying for access to and / or possession of the property. This application will be issued at the County Court on XXXXXXXXXXXXXXXX unless you call our Customer Services Team on 0115 916 6066 to arrange an appointment to have your gas appliances serviced. You will be recharged for all legal fees and costs in relation to this application.

I strongly recommend that you speak to a solicitor, Citizens Advice Bureau or Shelter on Free phone 0808 800444 before choosing to deny the Housing Association access.

Yours sincerely

Housing Officer

Appendix 7

Reconciliation Form

TUNTUM HA
GAS SERVICING RECONCILIATION WITH PROPERTY LEDGER SDM
AS AT 30/9/15

GAS SERVICING RECONCILIATION

| | TOTAL |
|--------------------------------------|-------|
| NUMBER OF BOILERS ON BOILER SCHEDULE | 1040 |

| Add: Multiple Tenancy Properties with 1 boiler included in 1040 above | Boilers Included | Net | | |
|---|------------------|-----------|-----------|-----------|
| Lyn Gilzean | 1 | 33 | 32 | |
| Derby Rd | 1 | 9 | 8 | |
| Immani | 1 | 10 | 9 | |
| Old Vicarage | 1 | 7 | 6 | |
| Karibu | 1 | 16 | 15 | |
| 27 Broughton Drive | 1 | 2 | 1 | |
| Portland Park Lodge | 1 | 2 | 1 | |
| Longore Square | 1 | 2 | 1 | |
| Hawton Crescent | 1 | 3 | 2 | |
| Steedman Avenue | 1 | 2 | 1 | |
| Total | 10 | 86 | 76 | 76 |

ADD:-Properties with NO boiler service responsibility

| | | | | |
|---|---|-----|-----|--|
| Lupin Gardens | 0 | 1 | 1 | |
| Electric & Dist Heating LIST A | 0 | 116 | 116 | |
| Shared ownership properties LIST B | 0 | 67 | 67 | |
| 17 mount heights sold but service charge paid | 0 | 1 | 1 | |
| 32A Seely road sold but service charge paid | 0 | 1 | 1 | |
| Flat 34 The Fairway (old office) | 0 | 1 | 1 | |
| 12 Hinkley Properties (Air Heat Source Pumps) | 0 | 12 | 12 | |

Extra
Boil
not
incl
in 1

| | | | | |
|-------|---|-----|-----|-----|
| Total | 0 | 199 | 199 | 199 |
|-------|---|-----|-----|-----|

| | | | | |
|------------------|--|--|--|------|
| TOTAL PROPERTIES | | | | 1315 |
|------------------|--|--|--|------|

| | Boilers Included | Units | Net | |
|--|---------------------|-------|-----|-----|
| Less: Properties included in 1040 but not on rent ledger | | | | |
| 90 Beech Avenue Head Office | 1 | 0 | -1 | |
| G4 properties | 12 | 0 | -12 | |
| Willows (8 UNITS but only 1 boiler) | 1 | 0 | -1 | |
| Wells Road | 10 | 0 | -10 | |
| Leased property- 22 Burton Ct | 1 | 0 | -1 | |
| Access House Cresh | 1 | 0 | -1 | |
| Total | 26 | 0 | -26 | -26 |

| | Boilers | Units | Net | |
|---|---------|-------|-----|---|
| Properties with boilers on Rent Ledger but not serviced by Tuntum | | | | |
| 31 properties handed back to Derwent 20/01/14 | 0 | 0 | 0 | |
| | 0 | 0 | 0 | |
| | 0 | 0 | 0 | |
| | 0 | 0 | 0 | |
| Total | 0 | 0 | 0 | 0 |

| | |
|----------------------|------|
| TOTAL ADJUSTED UNITS | 1289 |
|----------------------|------|

| | | |
|---|-------------------|------|
| TOTAL PER RENT list from SDM at end September | GN Let | 1272 |
| add back voids (inc. Supported Housing) | voids List C | |

| |
|--------------------------------------|
| TOAL PER RENT LEDGER SDM AT 30/09/15 |
|--------------------------------------|

Prepared by FIONA PATTINSON

Checked by..... JULIE MARTIN

Authorised by RAFIK GHUMRA

Date.....