TUNTUM HOUSING ASSOCIATION

DOCUMENT CONTROL		
Policy Name	No Access Policy	
To be read in conjunction with which procedure:	No Access Procedure	
Version:	1.0	
Author:	Nkosana Mthimkhulu (Housing Services Manager)	
Approved	23rd October 2024	Customer Experience Committee (CEC)
Effective date:	4th November 2024	
Date of next review:	October 2027	
Customer facing:	Yes	

1. This policy intends to establish how Tuntum deals with not being able to gain access for repairs, servicing, maintenance and planned maintenance work.

1.1. Under the Landlord and Tenant Act 1985, Tuntum is subject to the provisions of section 11 of that Act, which grants us the right to access the property to view its condition and state of repair. The Landlord and Tenant Act 1985 requires Tuntum to give a tenant no less than 24 hours written notice before attending the property. The Landlord and Tenant Act 1985 also states that access must be at a reasonable time of the day.

1.2. Tuntum has fitness for habitation obligations under the Landlord and Tenant Act 1985, section 9A and 10.

1.3. 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) the housing association owns and is rented to a tenant must be checked for Gas Safety within 12 months of its installation and at intervals of no more than 12-months after that until the appliance is removed or replaced.

1.4. It should be noted that the right to enter for repairs is also an implied term, as the law states that Tuntum must do repairs; it is implied that our officers or contractors have the right to enter to do repairs. However, the tenancy agreement generally includes the right to enter to do repairs (subject to notice given). If a tenant refuses to allow Tuntum access to carry out repairs, in that case, Tuntum can argue that a tenant's behaviour has discharged their obligation to repair, should a tenant make a claim or advance a counterclaim on the grounds of non-payment of rent, alleging breach of repairing obligation.

1.5. If a tenant's failure to allow Tuntum access to do repairs results in further deterioration or damage to the property, a tenant may be liable to Tuntum (entitling Tuntum, for example, to recharge a tenant for the repairs).

1.6. Should a tenant refuse to allow access, a tenant will be in breach of contract. However, the Landlord and Tenant Act 1985 implies that landlords should not enter the property without a tenant's express permission.

2. Roles and responsibilities

2.1. Head of Asset Management and Compliance

- Oversees the access policy and procedure, ensuring compliance with relevant regulations, coordinates departments and addresses any queries or concerns.

2.2. Housing Services Manager

- Leads the Housing Services Team in following the access policy while overseeing the No Access Policy's development, maintenance, and updates. Ensures the policy aligns with legal, regulatory, and contractual requirements. Communicates the policy to tenants.

Compliance Team

- Coordinate the process when a tenant denies access. They liaise with the Housing Services Team, contractors, and solicitors.

2.3. Housing Services Team

- Schedule access appointments, communicate with tenants, and inform the CT if access is denied. Manage access appointments and address tenant inquiries and concerns.

2.4. Asset Management Team

- Carry out necessary inspections, repairs, and maintenance work. Ensure all work complies with safety standards and regulations.

3. Access

3.1. You must allow us, our agents or contractors access to the premises at any reasonable time to inspect and carry out repairs, improvements or other works to the premises or your neighbours' premises. We generally give at least 24 hours notice that we require access, but you must give immediate access in an emergency. In addition, you must allow access to members of the Fire Service or Police.

3.1.1. In cases where we consider it an emergency and require access to the Premises due to health and safety risks, notice may not be given, and we may enter the Premises. The Premises will be secured following entry.

3.1.2. You must allow us, our agents or contractors, to conduct gas safety checks and service gas installations on the premises. You will be given advance notice, and if you fail to comply with access requests, we reserve the right to enter the Premises without notice in cases of emergency.

3.1.3. In cases where access has not been provided for inspection of the gas installation and appliances for 48 weeks, we reserve the right to enter the Premises to inspect at 24 hours' notice.

3.1.4. In circumstances where we have health and safety concerns, and access has not been granted, we reserve the right to cap external gas supplies. Save for emergency cases, we will generally only do this where we believe no one is living on the Premises.

3.1.5. You agree to allow us access to conduct review meetings regarding the support you receive under your tenancy agreement.

3.1.6. You agree to allow us access under your tenancy agreement to monitor compliance with these terms during the Starter Tenancy period.

3.1.7. If you do not allow access when given reasonable notice, we reserve the right to charge you for each missed appointment when we have instructed a contractor to attend on our behalf. We will charge £10.00 for each failed visit, which will be reviewed annually.

3.2. The Tenancy Agreement

Provides that:-

3.2.1. You must allow us, our agents or contractors access to the premises at any reasonable time to inspect and carry out repairs, improvements or other works to the premises or your neighbours' premises. We generally give at least 24 hours' notice that we require access, but you must provide immediate access in an emergency. In addition, you must allow access to members of the Fire Service or Police.

3.2.2. In cases where we consider it an emergency and require access to the premises due to health and safety risks, notice may not be given, and we may enter the premises. The premises will be secured following entry.

3.2.3. You must allow us, our agents or contractors, to enter the premises to carry out gas safety checks and service gas installations. You will be given advance notice, and if you fail to comply with access requests, we reserve the right to enter the premises without notice in cases of emergency.

3.2.4. If access has not been given for gas inspection for 48 weeks since the last inspection, we reserve the right to enter the premises to inspect with 24 hours' notice.

3.2.5. In circumstances where we have health and safety concerns and access has not been granted, we reserve the right to cap external gas supplies. We generally only do this for emergencies where we believe no one lives at the property.

3.2.6. You agree to allow us access to conduct review meetings regarding the support you receive under your tenancy agreement.

3.2.7. You must allow access for other safety checks and inspections such as but not limited to inspections to check that the electrical installations within the premises are in proper working order, to check for, to monitor and manage any asbestos identified/present at the premises or to conduct inspections relating to the energy efficiency of the premises. We may also require access to check the integrity of any fire alarm systems and to check the smoke/carbon monoxide alarms within the premises.

3.2.8. Clauses 3.2.1, 3.2.2, 3.2.3 and 3.2.4 apply equally to the premises where heating and hot water are provided by way of alternative energy such as an air source heat pump or something equivalent. Where the premises let have this type of alternative energy, the reference to carrying out gas safety checks and servicing gas installations in these clauses should be substituted and read as alternative energy checks and alternative energy servicing. Like gas servicing, these checks will be conducted at intervals of no more than 12 months.

3.3. Policy Dissemination:

We will:-

- Make the No Access Policy and Procedure readily available to all stakeholders, including customers, staff, and contractors.
- Provide clear instructions on how to access and understand the policy.
- Ensure the policy is easily accessible on the housing association's website and intranet.

3.4. Review and Updates:

We will:-

- Establish a regular review process to assess the effectiveness of the No Access Policy and Procedure.
- Identify areas for improvement and make necessary updates to ensure ongoing compliance and relevance.
- Seek feedback from residents, staff, and contractors to inform the review process.

4. Monitoring and Enforcement:

We will:-

- Implement a system for monitoring adherence to the No Access Policy and Procedure.
- Take appropriate disciplinary action for any violations of the policy.
- Provide clear guidelines for reporting incidents of unauthorised access or security breaches.

4.1. Evaluation and Reporting:

We will:-

- Conduct periodic evaluations to measure the success of the policy implementation.
- Collect data on compliance rates, resident satisfaction, and security incidents.
- Prepare regular reports for the board of directors and senior management.
- By following this implementation strategy, Tuntum Housing will ensure that the No Access Policy and Procedure is effectively implemented, contributing to a safe, secure, and resident-focused environment.

5. Equality impact assessment

5.1. This No Access Policy and Procedure has a low risk of negative impacts on individuals protected by the Equality Act 2010. The policy is designed to be inclusive and non-discriminatory, and mitigation

measures are in place to address potential challenges. Implementing these measures ensures that the policy effectively promotes equality and fairness for all residents.

5.2. Potential Impact:

Positive Impact:

5.2.1. The policy promotes a safe and inclusive environment for all residents, regardless of their protected characteristics.
5.2.2. Clear guidelines and procedures can help to prevent discrimination and harassment.
5.2.3. The policy can enhance the quality of life for residents with disabilities by ensuring accessible facilities and services.

Negative Impact:

5.2.4. There is a low risk of negative impacts, as the policy is designed to be inclusive and non-discriminatory.
5.2.5. Potential negative impacts could arise from unintended consequences or implementation challenges.

5.3. Mitigation Measures:

5.3.1. Consultation: Engage with residents, staff, and contractors with protected characteristics to gather feedback and ensure their needs are considered.

5.3.2. Accessibility: Ensure all facilities and services are accessible to individuals with disabilities, following the Equality Act 2010 and the Disability Discrimination Act 2005.

5.3.3. Training: Provide comprehensive training to all staff members on the principles of equality, non-discrimination, and accessibility.

5.3.4. Monitoring: Implement a system for monitoring compliance with the Access Policy and Procedure to identify and address potential issues.

5.4. Equality Duty:

5.4.1. The No Access Policy and Procedure complies with the Equality Act 2010 by:
- Promoting equality of opportunity for all individuals.
- Eliminating discrimination.
- Promoting good relations between different groups.

6. Contacts

Attempting and failing to gain access to a property carries varying consequences. Below is a list of key contacts who can provide support, guidance, and access to relevant information.

- For all tenancy-related and tenant matters - General Housing Team GeneralHousingTeam@tuntum.co.uk
- For all Compliance matters- Compliance Group ComplianceGroup@tuntum.co.uk
- For all property-related matters - Asset Management assetmanagement@tuntum.co.uk

7. References

RELATED EXTERNAL DOCUMENTS	
Reference	**Link to reference**
Equality Act 2010 Landlord and Tenant Act 1985 Regulation 36 (Duties of Landlords) of the Gas Safety (Installation& Use) Regulations 1998 (GSIUR)	
RELATED INTERNAL DOCUMENTS/RESOURCES	
Reference	
Tuntum Tenancy Agreements No Access Procedure Tenancy Management Policy Electrical Safety Policy and Procedure Fire Safety Policy and Procedure Water Hygiene Policy and Procedure Asbestos Management Policy and Procedure Gas Safety Policy and Procedure Maintenance Policy and Procedure	