Red Kite Community Housing

POL028

GAS APPLIANCE & HEATING SAFETY POLICY

Partnership • Respect • Pride

1. Purpose

1.1 The key aim of this policy is to provide safe and habitable homes for tenants. The policy demonstrates how Red Kite Housing Group, including Twenty11, will meet its statutory requirements for undertaking landlord gas safety checks as set out by the Gas Safety (Installation and Use) Regulations 1998 and its safety responsibilities for other carbon monoxide producing appliances. Red Kite takes a zero-tolerance approach to complying with its statutory duties in this area.

1.2 The scope of this policy covers gas heating appliances and pipework, oiled fired heating systems and solid fuel appliances, chimneys and flues (concealed or exposed).

1.3 For Twenty11 homes, services under this policy are delivered by Red Kite Community Housing as the managing agent.

2. Definitions

2.1 **Heating appliance** - For this document a heating appliance is any piece of equipment that can heat air or water for raising the temperature of a room.

2.2 **Health and Safety Executive (HSE)** - the UK's national regulator for workplace health and safety, preventing work-related death, injury, and ill health by enforcing health and safety law.

2.3 **Landlord Gas Safety Record (LGSR)** - a legal document providing proof of an annual gas safety check performed by a Gas Safe registered engineer.

2.4 **Cooking appliances** (this includes hobs and freestanding cookers)

2.5 **Relevant premises** - Those occupied for residential purposes under either a licence, a tenancy agreement for a set term, or a lease as defined in the regulations.

2.6 '**Red Kite**' refers to the Red Kite Group, encompassing both Red Kite Community Housing and Twenty11.

3. Responsibilities

3.1 The duties of management, staff and personnel of Red Kite shall be clearly communicated and agreed by all parties to ensure that all are aware of their responsibilities as stated in this policy and are clear on the policy objectives.

3.2 **Board**

The Board is collectively and ultimately responsible for the implementation of the organisation's Gas Appliance and Heating Safety policy. Performance information relating to the application of this policy is presented to and reviewed by the Board on a regular basis.

3.3 **Executive Leadership Team (ELT)**

3.3.1 The Chief Executive and Executive Directors delegate authority, through a 'responsible person(s)' and on to other managers who have responsibilities for overall statutory compliance or general building management activities, plus ensuring that adequate physical and financial resources are made available to enable the objectives of this policy to be met. Oversight and performance are monitored regularly by the Executive team through a range of management information.

3.3.2 Through the implementation of this policy each 'responsible person' is aware of their accountability.

3.4 **Director of Property & Development**

3.4.1 Heating appliance/installation safety is the responsibility of the Director of Property & Development, who will take the lead responsibility for on behalf of the Executive in implementing this policy.

3.4.2 Responsibilities include ensuring:

- That staff managing this provision are suitably competent and trained.
- The appropriate allocation of resources (financial and staff) to implement the Gas Appliance and Heating Safety Policy and ensuring reporting and management mechanisms are in place to demonstrate compliance and monitor performance.

3.5 **Head of Property**

3.5.1 The Head of Property is the person with operational oversight of the policy and will take the lead in managing day to day activity including planning and the allocation of agreed resources accordingly. They will be supported by various qualified staff in undertaking these duties and will generally be viewed as the 'responsible person'. This role will ensure that approved processes are followed and are compliant with current legislation and general good practice/guidance. The role will arrange and manage reviews as necessary to demonstrate compliance and adherence to agreed procedures etc.

3.6 **Home Safety Manager**

3.6.1 The Home Safety Manager has delegated responsibility for the day to day operational delivery and general daily compliance with this policy, which extends to arranging awareness training for all staff involved in this work, the provision of suitable, timely and regular information to management and tenants, plus maintaining and monitoring of a competency matrix to identify skills, training and experience of those involved in managing/supervising works covered by the scope

of this document. They shall also ensure that all contractors responsible for delivering the works are notified of the requirements and their responsibilities under this policy.

3.6.2 Planning quality and audit processes, implementing corrective actions, monitoring areas of concern and escalating any risk issues to senior managers. The Home Safety Manager will ensure that suitable and sufficient checks are made regularly to ensure compliance with agreed processes and policy and only alter or amend such processes/documentation having obtained appropriate authorisation to do so.

3.7 **Home Safety Specialist (Mechanical & Electrical)**

3.7.1 The Home Safety Specialist (M&E) will manage daily operations activity/tasks for the delivery of the works. This extends but is not limited to:

- Implementing the operational requirements and actions of this policy.
- Managing operational compliance of specialist contractors and the quality of works undertaken.
- Validating data and records and ensuring information is updated in a timely manner to report on overall compliance.
- Ensuring adequate checks on completed work to ensure value for money and agreed standards are met.
- Planning and managing the delivery of programmes of inspections, remedial actions and planned investment works to ensure general compliance, tenant and leaseholder safety.
- Liaising with tenants and leaseholders, providing information and advice on all relevant aspects of safety and technical issues relating to heating and hot water installations.
- Managing cases swiftly where no access is available to service appliances particularly where certification has expired or where a safety risk is present or assumed. Following the agreed process to gain access including arranging court action.
- Tracking certification to ensure that all homes remain complaint.
- Reporting on general performance and quickly identifying any area of risk to comply with statutory compliance.
- Undertaking investigations of any relevant reported incident promptly.

- Following agreed procedures and raising concerns to senior management in instances where an agreed process has not or cannot be complied with.

- Only altering or amending agreed processes having obtained appropriate authorisation to do so.

- Undertaking monthly reconciliation of computerised records ensuring these correspond with information held by contractors.

- Undertaking an annual reconciliation of properties identified by Red Kite as having a gas supply with national records held by British Gas.

- Maintaining detailed records and information for all heating and hot water appliances etc.

3.8 **Employees**

3.8.1 All Employees, irrespective or their position associated with this work shall:

- Take personal responsibility for their work, health and safety and that of other persons who may be affected by works covered in this policy.

- Co-operate as appropriate with other staff/agencies to ensure compliance with this policy and all other relevant legal requirements.

- Halt works that, in their opinion, may present a serious risk to health and safety.

- Report any concerns that they may have in relation to the management of gas appliance safety and or other types of heating appliances etc.

- Raise any issues immediately that may endanger health or safety or present a risk.

- Report instances of failure to comply with agreed processes to senior managers.

- Report all accidents, incidents and near misses to the Home Safety Specialist (Health and Safety) as quickly as possible after the event, to ensure that an investigation is undertaken.

3.9 **Contractor's Responsibilities**

3.9.1 Contractors have a responsibility to identify on the Landlord Gas Safety Certificate (LGSR) or other certification any unsafe tenant owned appliances and advise the tenant of any remedial actions required. Red Kite service and maintain tenant's gas fires which are served by a flue owned by Red Kite. Any appliances found to be

dangerous will be dealt with in accordance with the 'At Risk' procedure and the Home Safety Specialist (M&E) must be informed immediately.

3.9.2 Where there are concerns about immediate safety and access cannot be gained the matter should be referred immediately to the gas transporter and Red Kite informed.

3.9.3 The contractor will undertake work in accordance with the specific requirements set out in the Heating, Servicing, Installation & Repairs contract.

3.9.4 A landlord gas safety record will be completed by the contractor at the change of tenancy, where a gas supply is installed and in the following situations:

- Where any repair or maintenance is carried out on a gas appliance, gas installation or any gas pipework or flue.
- Where any repair or building work to chimney or flue that could cause a blockage or damage to a flue is undertaken, this may extend to certain roofing and chimney repairs.
- Where cavity wall insulation, double glazing, or installation of mechanical ventilation including an extractor fan may cause a detrimental effect to the ventilation of an open-flue gas appliance.

3.9.5 It is the contractor's responsibility to inform the Home Safety Specialist (M&E) immediately should there be a need to cap-off a gas supply, no matter what the reason (e.g. due to a property becoming void or an immediate safety issue). The contractor is also required to immediately inform the Home Safety Specialist (M&E) if a gas meter has been removed at the tenant's request. In these instances, an assessment will be undertaken by the Home Safety Specialist (M&E) and the gas engineer to assess the impact of the action on the household and to agree remedial measures required.

3.9.6 Installers will notify the "Gas Safe Register" for gas contractors' registration of any new installation or exchange of a gas appliance. They in turn must notify Building Control within 30 days as appropriate.

3.9.7 A specific Code of Conduct, Ethical Standard and range of sustainability and community initiatives have been developed and included in the relevant contract documentation. Contractors and subcontractors are expected to implement and fully comply with these requirements and with any updates that occur.

3.9.8 Appropriate certification will be issued following the service and repair of any solid fuel, oil fuel, air source heat pump (ASHP) or similar appliance capable of creating carbon monoxide.

3.9.9 The contractor will report any instances of damp mould or condensation, or other specific hazards observed including issues of tenant vulnerability/safeguarding

which is a cause for concern. Notification to be provided to the Home Safety Manager by email on the day observed.

3.10 **Tenants**

3.10.1 Tenants have a responsibility to:

- Provide access to enable the landlord gas safety check or any service or safety inspection to be undertaken. Failure to allow access will ultimately lead to court action and the reclaiming of any associated costs as applicable.

- Immediately report any concerns with gas appliances, flues, or installation pipework, turning off gas supplies and appliances in hazardous situations and keeping them turned off until checks have been carried out by a competent person.

- Regularly test their carbon monoxide and smoke alarms and report any problem.

- Not undertake, arrange, or allow any work on gas installations in their home, including the removal of utility meters without consent from Red Kite. If Red Kite consent is given all work must be carried out by engineers registered with "Gas Safe" and a copy of the LGSR provided to Red Kite on completion.

- Find out their obligations and operate and maintain their appliance in a safe order and keep in a good state of repair.

- Operate appliances safely and in accordance with manufacturers' instructions.

- Not to use any carbon monoxide producing equipment within their home (includes balcony) such as indoor barbeques etc.

- Not refuse or prevent works to allow an appliance or installation to operate safely.

- Not to use any appliance or installation that has been identified as dangerous or inappropriately modified.

- Meet the costs of recharges raised where appropriate for any wilful damage or relevant rechargeable repairs.

- Not to instal any heating or hot water appliance or undertake works to any installations without first obtaining approval from Red Kite and then only use appropriately accredited contractors should work be approved.

- Comply with the 'At Risk' procedure should one of their appliances be classed as dangerous.

3.10.2 Tenants must supply all relevant certification on completion of authorised works. A decision will be made regarding the future maintenance and servicing of any tenant's own, installed appliance. Where the installation has been approved by Red Kite, in most cases it will be maintained and replaced by Red Kite.

3.10.3 Understand that no permission will be granted for the opening of fireplaces/chimneys in Red Kite homes for the installation of a solid fuel heating appliance or open fire.

4. Legal Framework

4.1 Red Kite will comply with statutory requirements in respect of gas safety and other legislation relating to solid fuel and oil fired heating et. which extends to, but not limited by:

- Landlord and Tenant Act 1985
- Housing Act 2004
- Management of Health & Safety at Work Regulations 1999
- Workplace (Health, Safety & Welfare) Regulations 1992 (as amended)
- Gas Safety (Installation and Use) Regulations 1998
- Gas Safety (Management) Regulations 1994
- The Construction (Design and Management) Regulations 2015
- Building Regulations where relevant
- Right to Repair Scheme (introduced 1994)
- The Gas Safety (Rights of Entry) Regulations 1996
- Health and Safety at Work Act 1974

4.2 Contractors are required to abide by all relevant legislation and technical guidance and keep up to date with any amendments.

4.3 Any contractor or individual undertaking works to a gas supply or appliance must be registered through the 'Gas Safe Register and where necessary, other bodies including but not restricted to OFTEC and HETAS'. Annual checks are undertaken to ensure that all engineers have appropriate accreditation to work on installations in line with the Approved Code of Practice (ACoP) training standards. These checks are also undertaken if new engineers are appointed by the contractor.

5. Key Principles

5.1 As an organisation, Red Kite has responsibilities and obligations as set out below. We will therefore:

- Ensure annual landlord gas safety checks are carried out at intervals of not more than 12 months by a Gas Safe registered contractor. Safety checks are conducted annually for other types of heating appliances by appropriately qualified engineers.
- Ensure that only contractors / engineers with the relevant qualifications (Gas Safe Registered/HETAS/OFTEC etc.) work on gas, oil and solid fuel installations and appliances that are owned and maintained by Red Kite.
- Ensure where a chimney or flue is serving a heating appliance that could produce carbon monoxide (e.g. including solid fuel or oil fuelled fires) within a property (no matter who is the owner of the appliance), the chimney / flue is 'fit for purpose'.
- Ensure a Landlord Gas Safety Record (LGSR) check is carried out at each change of Red Kite tenancy, and a copy of the appropriate certification issued to the incoming tenant prior to occupation.
- Ensure an LGSR check is carried out after chimney/flue works, any roofing works that could affect flues, and works affecting ventilation (CWI, double glazing, extractor fans).
- Ensure that any gas appliance, pipework, or flue is repaired and maintained to approved standards.
- Procure and manage contractors appropriately.
- Keep detailed computerised information (for at least 2 years) of all landlord safety records and monitor performance to ensure compliance.
- Regularly publicise the risks associated with heating and hot water appliances that produce carbon monoxide to tenants.
- Reconcile our records with those held by the contractor monthly.
- Issue tenants with a copy of the LGSR within 28 days of it being completed.
- Post a copy of the LGSR on a communal noticeboard in a prominent position at sites where checks relate to communal systems. Including details of how to obtain individual copies if required.

- Provide a copy of the current LGSR to new Red Kite tenants or exchanging tenants.

- Ensure appropriate and regular gas safety awareness training is provided to all relevant staff.

- Employ suitably qualified and competent staff to manage the contract and oversee the works.

- Encourage staff to be alert to the danger signs from gas appliances and other carbon monoxide producing heating as part of their routine duties and visits and have a clear process for reporting concerns.

- Implement and maintain a third-party audit process that will provide reports on the performance of the Gas Safe contractor and carry out sample checks to assess the quality of on-site work undertaken.

- Report on overall performance including any risks or non-compliance to all key stakeholders on a regular basis.

5.2 **Repairs and Faults**

5.2.1 Any repair, defect or fault found as part of the gas safety check or other service visit will be dealt with according to its respective priority. The process for rectifying repairs includes:

0. Scheduling repairs according to appropriate timescales and informing tenants of the anticipated date for completion.

1. Repairing or making good issues at the time of the landlord gas safety check/service visit where this is appropriate to do so.

2. Recording any actions/non-conformities and informing the responsible person.

3. Taking appropriate action to leave the installation in a safe manner if the fault or repair is unable to be completed at the time.

5.2.2 Any gas appliance that fails a landlord gas safety check or other type of service visit and cannot be repaired will be disconnected from its fuel supply, a warning sticker affixed to the appliance informing not to use and the appliance replaced in accordance with agreed replacement timescales.

5.2.3 In the event of a heating appliance needing to be disconnected and resulting in a loss of heating and hot water we will make an assessment to ensure that the tenant and households welfare needs are met appropriately. This will usually be through the provision of temporary heating and suggested alternatives for hot water however, where we are unable to meet welfare needs of the household in a

reasonable timescale, we will consider other measures in line with our Decant Policy. Compensation for the temporary heating running costs will be considered based on the current rate applicable.

5.2.4 Repairs and replacements will be carried out in accordance with the timescales set out in the Mechanical Works Contract and manufacturers' recommended instructions, and any relevant legislation such as the Right to Repair Scheme.

5.2.5 It is our stated aim that all gas boilers will be replaced in accordance with our current investment priorities.

5.2.6 We will consider value for money when deciding to replace or repair appliances/systems, pipework, and fittings and when specifying new heating appliances and materials.

5.2.7 We will attend to all faults and repairs according to our stated repairs priorities. We will operate a comprehensive 'out of hours' service through our appointed contractor to provide emergency repairs 365 days per year.

5.3 Lettings and mutual exchange properties

5.3.1 In all cases, properties with a gas installation will be inspected and a valid LGSR issued to the incoming tenant as part of the empty homes and reletting process. No property will be let without a valid LGSR.

5.3.2 As properties become void, arrangements will be made for our nominated gas contractor to disconnect the gas supply on the outlet side of the meter by either inserting an isolating disc or capping-off the pipework. In addition, any pipework fitted with a bayonet fitting, i.e., a cooker outlet, will be capped or plugged off.

5.3.3 Where there is a change in tenancy through a mutual exchange the landlord gas safety check is carried out on the day that the new tenant moves in.

5.4 Access for safety checks and repairs

5.4.1 Every effort will be made to arrange a convenient time and date with the tenant for access to complete the works. Appointments will be made, and written notice provided in accordance with our access procedure. In cases where access is denied after re-arranged appointments and following written notifications of potential legal action, we will seek an injunction to gain access.

5.4.2 It is a condition of the Tenancy Agreement that tenants must provide access for a landlord to undertake safety check/inspections and works. Specific details are set out in the Tenancy Agreement.

5.4.3 We consider innovative ways to gain access. Where we do seek legal intervention our preferred first option is the use of court injunctions.

5.4.4 We recognise that in certain cases there may be underlying issues that contribute to access problems which may relate to a support need, language, or specific tenancy management problems. In these circumstances, we will work with the tenant and other agencies to overcome these matters sensitively, but we will continue to pursue legal action where cases are overdue. The access procedure highlights the need to take a balanced and sympathetic approach but not compromise or unduly delay the legal process. It is Red Kite's policy not to cap gas supplies where there are access issues or where debt is found on the meter. Every reasonable effort will be made to reinstate a safe working installation. Should there be ongoing delay and a concern for general safety then the engineer, in conjunction where required with Red Kite, will assess risk based on the history of repairs to the appliance/installation, age of the installation, the manufacture's instruction, likelihood of damp and mould, tenant vulnerability, time of year and all other associated hazards relevant. The Gas Industry Unsafe Situations Procedure will be followed as appropriate and should there be a risk that needs immediate action contact will be made to the National Gas Emergency helpline.

5.4.5 Following the disconnection of any appliance Red Kite will follow the relevant, agreed procedure which will include:

(a) Provision of alternative heating, hot water, and cooking appliances where necessary.

(b) Regularly checking-in on the welfare of the tenant and reassessing risk.

(c) Informing the tenant why their gas will/has been capped and how and when it will be uncapped.

(d) Recording details of the reasons for any loss of heating on a central database and the ongoing support in place/offered.

(e) Ensure such cases are subject to regular review.

5.4.6 Should it not be possible to undertake an annual gas safety check on an appliance that is overdue for its annual service, due to a tenant being in arrears on their gas account and therefore no gas being available, we will work with the tenant to reestablish the gas supply, this may involve directing the tenant to other support agencies or in some cases us clearing the debt on the meter in order to carry out the necessary safety tests etc. In cases where a test is not possible a risk assessment will be undertaken as described throughout the policy.

5.4.7 If a tenant has requested the gas supply to be capped off or for the meter to be removed without seeking approval from Red Kite first, and this resulting in inadequate provision of heating or hot water then legal action may commence due to a breach of tenancy conditions. In all cases the tenant must seek approval from Red Kite before requesting the removal of a gas meter or the capping of a supply.

5.4.8 Where a lack of heating or hot water is resulting in any of the following, then legal action may be required. In most cases proactive engagement and assistance will avoid the need for any legal action. In all cases the tenant must seek approval from Red Kite before requesting the removal of a gas meter or the capping of a supply.

- A vulnerable tenant being at risk and action is required to protect the tenant from serious harm as a result of a complete lack of heating or hot water.
- Causing damage to the fabric of the property e.g. through severe damp, mould or condensation leading to greater frequency and higher costs of repairs.
- Creating a high risk of fire (e.g. through use of Calor gas heaters or other inappropriate heating that is not allowed under the tenancy agreement and having been instructed to desist from this use).
- The serving of a local authority notice citing a hazard under HHSRS which puts Red Kite at risk of prosecution and the only way for Red Kite to comply with the notice is to have the gas meter reinstated or uncapped; or for Red Kite to provide suitable alternative heating solutions such as electric heating.
- Where the organisation has been instructed that they are breaching their H&S or legal obligations and face prosecution of the organisation or key staff/board members or lead to regulatory action as a result of not having a suitable form of heating and / or hot water provision, and the continued refusal to allow Red Kite to install suitable temporary alternatives.
- Red Kite's buildings insurance being cancelled as a result of the tenant's breach.

In all cases the tenant must seek approval from Red Kite before requesting the removal of a gas meter or the capping of a supply.

5.4.9 In instances where a live gas supply is present, but where no gas meter is installed (where the meter has been removed and the gas supply capped, suitable alternative provision of heating and hot water are in place and there is no assessed risk), a visual check will be undertaken annually of any live gas pipework and an LGSR issued. Any heating appliance fitted will be capped to prevent its use, should a gas meter be subsequently installed without notifying Red Kite. A warning notice will be affixed to all appliances informing tenants of the need to contact Red Kite prior to any reconnection of a meter.

5.5 Temporary accommodation

5.5.1 Properties let as temporary accommodation will be subject to the same annual safety check and maintenance and repair process as all other homes.

5.6 Auditing and review

5.6.1 The quality of work is assessed in the following ways:

- Assessment of a percentage of works by a suitably experienced and qualified member of staff.
- Regular assessment of works based on several agreed inspection hours per month by a nominated consultant.
- Self-assessment and quality assurance processes operated by the contractor.
- Tenant feedback and satisfaction surveys.
- Routine internal compliance audits.
- The use of electronic monitoring software (TCW) to assess the compliance of LGDR certification.

5.7 Documentation

5.7.1 An electronic property database records the heating type present in each property and details dates of previous landlord gas safety records. This database is the definitive information source for annual gas safety checks. This database is maintained to keep up to date with property changes and new appliance details. Regular reports generated identify:

- The total number of properties on contract.
- The property addresses with a current valid landlord's gas safety record which is in date.
- The number of properties and the time expired without a LGSR.
- The percentage of properties with a compliant landlord gas safety record.
- The status of each property with the "No Access to Homes" Policy where a landlord gas safety record has expired.
- Any property with a capped gas supply

6. Policy Statement

6.1 Red Kite is committed to ensuring the safety of tenants and leaseholders, staff, partners, and the wider community who may be affected by the installation of gas appliances, associated flues and pipework or other types of heating appliances (for which we are responsible) in properties that we own or have a responsibility for managing.

6.2 There are risks associated with gas installations and appliances through leaks of natural gas, which is highly flammable and explosive and from all appliances which produce carbon monoxide emissions, which are toxic and potentially fatal if build-ups occur.

6.3 The requirements for undertaking the Landlord Gas Safety Record (LGSR) are defined by the current version of the Gas Safety (Installation and Use) Regulations 1998. All landlords have a legal responsibility to comply with these regulations which are enforced by the Health and Safety Executive (HSE).

6.4 To meet these requirements and to ensure the safety of solid fuel and oil appliance and flues, we will ensure that a specific contract is in place employing a specialist Gas Safe, HETAS and OFTEC Registered contractor to undertake work on the systems and appliances that we are responsible for. This allows for servicing and associated installation works and covers all aspects of repair and safety inspections. This contract will also extend to all homes with appliances that have the potential to produce carbon monoxide.

6.5 We will assist and work with tenants to help educate and provide advice on fuel tariffs and energy efficiency advice. We will seek to support tenants directly through our Tenant Sustainability Team or where appropriate direct them to appropriate partner agencies offering support, this including accessing funding etc. We will consider tenant and wider family group welfare and vulnerability needs when dealing with works covered in this policy.

7. Related Policies & Procedures

7.1 This policy should be read in conjunction with our **Electrical Safety Policy**, which covers safety in connection with Air Source Heat Pumps and electrically powered boilers and other heating systems.

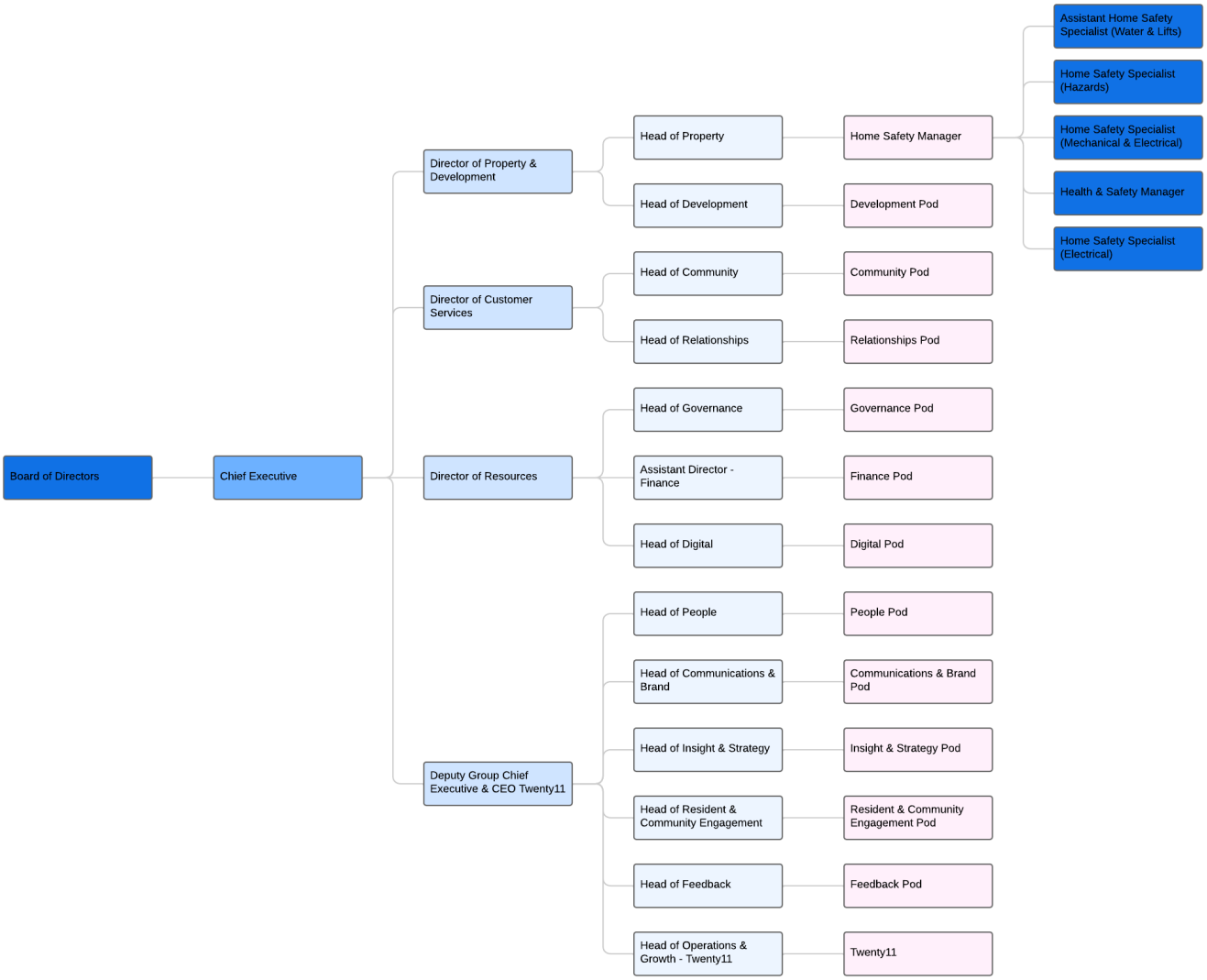
7.2 Our **Health and Safety Policy**, covers the process for recording, reporting, investigation and analyses of accidents, incidents, and cases of ill health in relation to gas and carbon monoxide.

7.3 Other related documents include:

- Carbon Monoxide Fumes Procedure
- Mutual Exchange Policy
- Asbestos Management Plan
- Asbestos Management Policy
- Safeguarding Policy
- No Access to Homes Procedure

- Repairs Policy

Appendix 1 – Organisational Chart



Document Controls			
Version	8	**Effective date**	December 2025
Subject matter expert drafter	Home Safety Specialist (M&E)	**Policy owner**	Head of Property
Related pod	Property	**Related policy**	See section 7
Review period	3 Years	**Next review due by**	December 2028

	YES
Red Kite Group policy, including Twenty11	☒
Equality Impact Assessment completed	☒

Delegated approvals			
Approved by ELT	Interim Director of Property	**Approved Date**	20/11/2025
Approved by	Yes	**Approved Date**	20/11/2025
Approved by	Yes	**Approved Date**	03/12/2025