



Gas and Heating Appliance Safety Policy

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Policy Owner:	Head of Property	Policy reviewer:	Gas Technical Stem

1. Purpose

- 1.1 This policy applies to all properties where we have a responsibility for both gas safety, and any heating appliance that could produce carbon monoxide, such as coal fires. The policy covers individual homes and communal areas where such installations are present. This policy also incorporates items such as boilers, fires, flues, chimneys and associated pipework.
- 1.2 The majority of our properties are heated by gas or have a gas installation. Properties not supplied with a gas installation or gas supply will have their own specific testing and maintenance provision, which is also covered by this policy.
- 1.3 This policy should be read in conjunction with our Gas Access Procedure. This procedure sets out our approach to access arrangements that have been defined in order to ensure compliance with statutory obligations.

2. References (n/a)

3. Responsibilities - Landlord obligation

- 3.1 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).
- 3.2 In order to meet this requirement we will ensure that a specific Mechanical Works contract is in place. This will allow for gas servicing and associated installation works and will cover all aspects of the delivery of gas servicing, repair and installation work including safety inspections. This contract will also extend to any other homes with appliances with the potential to produce carbon monoxide.
- 3.3 We will ensure that a Gas Safe registered contractor has been appointed and is under a long-term contract.
- 3.4 There are risks associated with gas installations and appliances through leaks of natural gas, which is highly flammable and explosive and carbon monoxide, which is toxic and potentially fatal if build-ups occur.
- 3.5 We are committed to ensuring the safety of our tenants and leaseholders, staff, our partners and the wider community who may be affected by the installation of gas appliances, associated flues and pipework in properties that we own or have a responsibility for managing.

4 Legal Framework

We will comply with our statutory requirements in respect of gas safety which will extend to, but is not limited by:

- Landlord and Tenant Act 1985
- Housing Act 1988
- 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.

4.1 We require our contractors to abide by all relevant legislation and technical guidance and keep up to date with any amendments.

4.2 Any contractor or individual undertaking works to a gas supply or appliance must be registered through the 'Gas Safe Register'. Annual checks are undertaken to ensure that all engineers have the appropriate accreditation to work on appliances in line with the Approved Code of Practice (ACOP) training standards. These checks are also undertaken in the event that new engineers are appointed by the contractor.

5. Policy statement & Key Principles

5.1 We will carry out our responsibilities and obligations as set out below. We will:

- Ensure annual landlord gas safety checks are carried out at intervals of not more than 12 months by a Gas Safe registered contractor
- Ensure that only engineers with the relevant qualifications are allowed to work on our gas installations and appliances
- Ensure where a chimney or flue is serving a gas fire within a property (no matter who is the owner of the appliance), it 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 that any gas appliance, pipework or flue is repaired and maintained to approved standards
- Procure and manage contractors appropriately
- Ensure that only registered contractors under the Gas Safe register are used and appropriately qualified engineers undertake works
- Keep detailed computerised information (for at least 2 years) of all LGSRs and monitor performance to ensure that we maintain 100% compliance
- Regularly publicise the risks associated with gas installations and appliances to residents
- Reconcile our records with those held by the contractor on a quarterly basis
- 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. Include details on 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 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 as part of their routine duties and visits and have a clear process for reporting concerns

- Make provision for a third party audit process that will provide reports on the performance of the Gas Safe contractor, and carry out sample checks of the quality of on-site work undertaken by operatives and representatives

5.2 In undertaking our duties we will ensure that tenants are aware of their responsibilities, which include:

- Allowing access to enable the LGSR to be undertaken
- Immediately reporting any concerns with gas appliances, flues or installation pipework
- Turning off gas supplies and appliances in hazardous situations
- Keeping them turned off until checks have been carried out by a competent person
- Not undertaking, arranging or allowing work on gas installations in their properties to be carried out by those who are not registered on the 'Gas Safe Register'
- Being responsible for finding out what their obligations are and maintaining their own appliances in a safe order and good state of repair
- Seeking the appropriate permissions in the event a tenant wants to install additional appliances of their own
- Operating appliances safely and in accordance with manufacturers' instructions

5.3 Where tenants carry out property alterations and improvements – including installing appliances, gas installations or works that may affect the safety of gas installations, appliances or pipework – authorisation must be sought prior to any works being undertaken.

5.4 If works are approved, tenants are responsible for ensuring appropriate safety checks are carried out and relevant documentation is passed to us following the works or installation, as set out in the Tenancy Agreement. Where works are approved and completed to agreed standards, all future annual safety checks will be carried out through Red Kite.

5.5 Contractors will identify on the LGSR any unsafe tenant-owned appliances and advise the tenant of any remedial actions required.

5.6 Where we have a responsibility for managing gas safety for leasehold, shared ownership and temporary accommodation properties, this will be dealt with in the following way:

Leaseholders and shared owners

Typically, these groups do not fall directly under our responsibility for undertaking annual gas safety checks, as the responsibility for these remain with the leaseholder or shared owner. All new leases issued require that the leaseholder obtains an annual gas safety check and supplies us with a copy of the LGSR. The importance of this will be communicated regularly and we will continue to offer the opportunity for leaseholders to buy into services provided through our contractor.

Temporary accommodation

These properties will receive an annual gas safety check with maintenance and repair carried out as appropriate and in accordance with standing agreements.

6. Repairs and faults

6.1 We aim to ensure that we always leave gas appliances and installations in a safe working order and that there is an in-date LGSR for all relevant properties. Any repair, defect or fault found as part of the gas safety check will be dealt with according to its respective priority. The process for rectifying repairs will include:

- Scheduling repairs according to appropriate repair timescales and informing tenants of the anticipated date for completion
- Repairing or making good issues at the time of the landlord gas safety check where this is appropriate to do so
- Recording any actions/non-conformities and informing the responsible person

6.2 Any gas appliance that fails a landlord gas safety check and cannot be repaired will be disconnected from the gas supply and replaced in accordance with our replacement timescales.

6.3 In the event of a heating appliance needing to be disconnected and resulting in a loss of heating and hot water for the tenant, sufficient alternative temporary heating will be provided as a priority. The vulnerability and age of those affected will be considered in making decisions about the type of temporary heating needed.

6.4 Repairs and replacements will be carried out in accordance with the timescales set out in our repairs and maintenance standards, including our Mechanical Contract guidelines and manufacturers' recommended instructions, and any relevant legislation such as the Right to Repair Scheme.

6.5 It is our stated aim that all gas boilers will be replaced in accordance with our current investment priorities; we will plan the renewal of gas boilers on a 12-year renewal cycle. We will consider value for money when deciding to replace or repair appliances and specifying new heating appliances and materials.

6.6 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 contractor to provide emergency repairs 365 days per year.

7. Lettings and mutual exchange properties

7.1 In all cases, properties with a gas installation will be inspected and a valid LGSR issued to the incoming tenant as part of the sign-up process. No property will be let without a valid LGSR being available.

7.2 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.

7.3 Where there is a change in tenancy through a mutual exchange, the LGSR will be carried out on the day that the new tenant moves in.

7.4 Where the tenant does not allow access for the gas safety check, we will follow the standard access procedure.

8. Access for safety checks

8.1 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 Gas Access Procedure. In cases where access is denied on re-arranged occasions and following written notifications of potential legal action, we will proceed with legal action through the use of an injunction to gain access. The process, set out in our Gas Access Procedure, will be followed in all cases.

8.2 It is a condition of the Tenancy Agreement that tenants must provide access for a landlord gas safety check. Specific details are set out in the Tenancy Agreement.

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

8.4 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 problem. In these circumstances, where it is reasonably practicable to identify the need, we will try to overcome or resolve the cause of the problem and be sensitive to the issue before pursuing legal action. The Gas Access Procedure allows opportunity to consider these issues at each relevant stage of the legal process.

8.5 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, the contractor will, on authorisation by the Head of Property, cap-off the gas supply to prevent the use of any appliance until the cap is removed. The tenant will be informed to contact us once the debt has been cleared. A warning sticker will be affixed to the appliance providing a contact telephone number. A record will be kept of any capped services and a quarterly reminder letter sent to the tenant advising them that the annual safety check remains outstanding and the supply remains capped. On the request of the tenant the gas supply will be uncapped and an LGSR issued.

8.6 In the event that fuel poverty is a demonstrable contributory factor to the arrears on the gas account Red Kite will consider the issue of temporary electric heaters so that tenants can heat areas of the home and live as comfortably as possible through the period of financial hardship. These heaters should be returned to Red Kite after the annual service has been concluded.

8.7 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), 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 us being notified. A warning notice will be affixed to all appliances informing customers of the need to contact us prior to any reconnection of a meter.

Contract management will be undertaken in accordance with the specific requirements set out in the Mechanical Works contract. We will take every opportunity to involve interested tenants in managing and developing this service.

8.8 In addition to the requirements listed above, and where relevant, LGSRs will be completed 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 a chimney or flue that could cause a blockage is undertaken, this may extend to certain roofing 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

8.9 Installers must notify the 'Gas Safe Register' for gas contractors' registration of any new installation or exchange of a gas appliance. They will in turn notify Building Control where appropriate.

8.10 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.

8.11 An electronic property database records the heating type present in each property and records dates of previous LGSRs. This database acts as the definitive information source for all annual gas safety checks. This database will be maintained and kept up to date with all property changes and new appliance details. Regular reports generated will identify the:

- Total number of properties on contract
- Property addresses without a current valid LGSR
- Percentage of properties with a compliant LGSR
- Status of each property within the 'no access process' where a LGSR has expired

9. Auditing and review

9.1 Quality of work is assessed in three ways:

- Assessment of a percentage of works by a suitably experienced and qualified officer
- Assessment by a nominated consultant
- Self-assessment and quality assurance by the contractor
- Tenant feedback and satisfaction survey

9.2 Internal auditing arrangements are required of the contractors, which include the contractor's qualified engineer reviewing all LGSRs and checking all details prior

to submission. A sample of submitted records will be checked for accuracy by our appropriately qualified and experienced staff.

- 9.3 Independent audits will be arranged on a sample of completed servicing and new installation works. A sample of certificates and supporting information will also be checked on a regular basis. Audits will be carried out by CORGI Technical Services Ltd or a similar approved auditing body. Reports will be submitted, highlighting recommendations and actions following the audits.

10. Equality and diversity

- 10.1 All involved will recognise their ethical and legal duty to advance equality of opportunity and prevent discrimination on the grounds of: age, sex, sexual orientation, disability, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership.
- 10.2 Communications and documentation will be translated or interpreted as required and provided in accessible formats such as large print or Braille according to the customer's needs. Further information can be found in our translation information document.

11. Related Policies and Procedures

- 11.1 Policy and procedures relating to gas safety will be publicised widely and specific details included in the following documents:
- Tenant Handbook (electronic version)
 - Gas Safety Leaflet, including carbon monoxide advice
 - Tenant and Leaseholder Newsletter
 - Our website
 - Policy briefings
 - Training briefings
- 11.2 We will take every opportunity to promote the importance of gas and heating appliance safety.