



## **VHA Policy Document**

### **GAS SERVICING AND MAINTENANCE POLICY AND PROCEDURE GUIDE**

**Reviewed: April 2024**

**Next Review Due: April 2027**

# **VECTIS HOUSING ASSOCIATION LIMITED**

## **POLICY DOCUMENT**

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## **Vectis Housing Association Limited**

### **GAS SERVICING AND MAINTENANCE POLICY**

#### **1. INTRODUCTION**

The Board of Management regards the safety of its tenants, officers, and wider public, as a priority consideration. This Policy is intended to ensure that procedures are in place to meet that commitment.

It is VHA's policy to meet all of our statutory obligations to ensure that safety checks and inspections are undertaken in all of our properties where there is a gas supply, at least on an annual basis, but also when properties are re-let by way of mutual exchanges, transfers and voids.

#### **THE LAW AND ASSOCIATED REGULATION**

VHA has a legal obligation under Statutory Instrument 1998 No. 2451, The Gas Safety (installation and use) Regulations 1998 , to ensure that any gas appliance, installation, pipework, or flue installed at any place of work under its control, is maintained in a safe condition so as to prevent risk of injury to any person.

Under these Regulations, our duty to maintain and check appliances does not apply to gas appliances owned by the tenant (those appliances which the tenant is entitled to remove from the property), nor to any flues that ONLY serve such appliances. However, we are responsible for maintaining gas pipe work beyond the meter, common flues that serve both an appliance owned by the tenant and an appliance owned by VHA.

*This applies to all tenanted premises owned and/or managed/leased by VHA.*

There are also implied responsibilities under the following

- Landlord & Tenant Act 1985
- Defective Premises Act 1972
- Health and safety at work act 1974
- Management of health and safety at work regulation 1999
- Reporting of injuries, Diseases and Dangerous Occurrences regulation 2013
- The Smoke and Carbon Monoxide Alarm (amendment) Regulations 2022.

Building Regulations:-

- Part L (conservation of fuel and power)
- Part P (Electrical Safety)

#### **Regulation 36 Duties of Landlords**

This regulation details landlords' duties in respect of gas safety. There are two main duties on landlords: annual safety checks on gas appliances and flues (and that a record is kept and issued, or in certain cases, displayed to tenants) and ongoing maintenance. Although related, these duties are separate and distinct. In addition, landlords must ensure that no

gas fitting of a type that would contravene regulation 30 (e.g. certain instantaneous water heaters) is fitted in any room occupied or to be occupied as sleeping accommodation after the Regulations came into force. This includes any room converted into such accommodation after that time.

To ensure all obligations are complied with, we have appointed an approved Gas Safe Registered contractor to cover day to day maintenance (including a 24 hour callout emergency service) in addition to an annual programme of safety checking and servicing of all its gas appliances and safety checks to gas pipework. Approved engineers must have a current Gas Safe licence.

The Regulations require that the gas safety check includes ***as a minimum***, an examination of:

- a) the effectiveness of any flue;
- b) the supply of combustion air;
- c) the appliance and pipe work are gas tight;
- d) the appliance operating pressure and/or heat output;
- e) the appliance operation so as to ensure its safety.
- f) check carbon monoxide detectors are working and in date in any room with a gas appliance (other than cookers) where no detector is present, install 10 year battery detectors to Vectis specification.

To keep a record of safety checks on each appliance, flue and pipe work. The gas safety record must include the date of the check, address of premises concerned, VHA name & address, description of the appliance/flue, any defect identified, remedial action taken, confirmation that the check complies with the Regulations, name and address of Gas Safe registration number of the engineer carrying out the check. The Gas Safe, Record Form (Landlords Gas Safety Certificate) may be used for this purpose and should be kept for a period of two years from the date of the check.

A copy of the Landlords Gas Safety Certificate record must be given to any new tenant **BEFORE** the tenant occupies the premises to which the record relates. Also, a copy of the new gas safety record must be given to each existing tenant within 28 days of the annual check. The regulations require that a copy of the record is to be given to '*each existing tenant*' and '*any new tenant*', this means that **ALL** tenants should receive a copy of the report within the prescribed time.

## 2. POLICY

Vectis Housings policy aims are to:

- Ensure, so far as is reasonably practical, the safety of tenants, officers, contractors, and the wider public to whom we owe a duty of care;
- Ensure the safety of all equipment;
- Ensure every appliance which is our responsibility 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, or where a property is re-let either as a void or via mutual exchange and remove any unsafe appliance/fitting left by a previous tenant;

- Keep a regularly updated comprehensive record of safety checks on each appliance which is our responsibility;
- Ensure we effectively meets our obligations in accordance with the terms of the Tenancy Agreement;
- Provide a comprehensive emergency service to deal with gas repairs;
- Ensure that the gas contractor and engineers hold a current Gas Safe licence and qualified to do the work;
- Ensure close co-operation with tenants for reporting of faulty gas appliances/flues and providing access for annual gas safety checks and responsive repairs/maintenance work.

### **3. PROCESS**

There are four types of service we provide to our tenants.

- a responsive gas repairs service
- a 24 hour emergency gas repair service
- an annual servicing of the gas appliances owned or leased to us
- an annual gas safety check

#### *Responsive Gas Repairs*

Incorporated with the Gas Service Contract, tenants are provided with a **full repairs service** for all gas installations which are our responsibility.

Should a tenant report a failure in a gas space or water heating system, our approved gas contractor **will be instructed to attend within 24 hours, for vulnerable residents or during the period October-March**. Repairs reported between April and September, or where there are no known vulnerabilities will be raised on a priority 2 order, and undertaken as soon as possible. A Works Order will be raised on our Repairs Database, for all repairs, and will be raised retrospectively for call made out of hours.

Provided the remedial work involved is within the remit of the contract specification, there will be **no charge** to VHA. This would include individual repairs to boilers upto the value of £710excluding labour, uplift and VAT, with no limit on the number of repairs undertaken; all controls and valves including timetclocks, TRV's, lockshield valves, programmers, batteries, etc; all pipework and valve leaks and repairs; repairs to and replacement of flues and weatherproofing to the same; all smoke detectors and carbon monoxide detectors; loss of pressure in the system through whatever means; safety devices to secure cooking appliances where found not to be secure.

#### *Voids*

When a property becomes empty (referred to as void) a full service of all Vectis owned appliances will be undertaken and new LGSR produced. The LGSR will form the new anniversary date on the gas portal.

When it is known that a property will be a long-term void, two months or longer, with no work being undertaken during this time, the gas supply will be capped at the meter. Once works have commenced the meter will be uncapped and all appliances will be checked.

#### *Emergency Service*

If a gas leak is reported, the tenant will be advised to turn off the mains supply at the meter and call **National grid** on 0800 111 999 directly. In most circumstances, a contractor (Transco) will isolate and label the offending appliance and instruct the tenant to notify us accordingly. We will in such cases, raise a Works Order to its approved gas contractor to attend within 24 hours to rectify the fault and switch the supply back on.

#### *Annual Service & Safety Check*

In order to regularly maintain gas installations and ensure we meet our Health & Safety requirements as set out in the Gas Safety (Installations and Use) Regulations 1998 and in line with manufacturers requirements. The appointed Contractor is required to carry out a programme of planned maintenance that ensure all appliances are serviced annually in line with manufacturer specifications and gas pipe work is safety checked.

The MOT style Annual Servicing programme will run for ten months of the year to ensure that early action can be taken in the event that access has not been obtained. The contractor must therefore visit a property during the preceding month of the Landlords Gas Safety Certificate expiry date. The MOT style programme, will allow the contractor to undertake LGSRs within a period of 10-12 months after the previous check, and then following completion of the check, the LGSR will be treated as if it had been carried out the last day of the 12 month period of validity; just like as is the case with motor vehicles. However, an LGSR can only be completed a maximum of two months early. Where a gas safety check is carried out at less than 10 months following the previous gas safety check this will have the effect of "resetting the clock" and the deadline date will then be 12 months from the date of the latest check.

The Contractor will be expected to maintain an even workflow throughout the contract period. To all intents and purposes, the service period will be reduced by up to one month each year for those properties where access has been obtained at the first appointment.

Prior to the commencement of the annual contract, we will contact the contractor to ensure they have checked the due dates for each property on the online portal..

The appointed Contractor must visit the property one month prior to the date the previous Landlords Gas Safety Certificate is due to expire ensuring that all properties within the monthly target have had either the appliance/pipe work serviced and checked or have been contracted regarding access arrangements.

It is the responsibility of the Property Services Manager & Compliance Officer to:

- Ensure the programme is being met

- Monitor the Contractors performance in gaining access to all properties
- Ensure details of the certificate are entered onto the online portal.
- Ensure a copy of the Landlords Gas Safety Certificate is :-
  - a) issued to the tenant.
  - b) received by the office via the online portal.
- Arrange for external specialists to undertake quality checks.

#### **4.RECORD KEEPING**

To ensure the gas servicing contract is managed efficiently and effectively, all necessary information will be recorded onto the online portal .

At the beginning of each service year, the approved Contractor is provided with a copy of the initial schedule, via access to the online portal. Amendments regarding details of appliances and/ or properties are made as they occur by the visiting engineer via the online portal app on their PDA. Any changes to appliances or installations is also recorded on the backup excel spreadsheet, that is maintained by the Compliance Officer.

It is VHA's responsibility to ensure the schedule is accurate and that a Landlord's Gas Safety Certificate has been received from the Gas Service contractor.

Each property containing any gas appliance, gas pipework or gas flue must be checked and an official Landlord's Gas Safety Certificate must be obtained and fully completed detailing:

- date appliance was checked;
- address at which the appliance, pipework or flue is installed;
- name and address of landlord or agent;
- description and location of each appliance and flue checked;
- any defect identified;
- any remedial action taken;
- certification by the servicing engineer that the checks comply with the requirements of the regulations;
- Gas Safe registration number with which the individual or Contractor is registered.

Vectis is running the online portal in tandem with the current process whereby a data set is maintained off-site and can be accessed through scanning the bar code that is sited in the gas meter cupboard at each premises. This will also hold all the required data and is easily accessible to the gas contractor when on site.

The data set includes full details of the appliances, service dates, repairs history and warranties. It also provides reminders and reporting facilities that ease the administrative burden and act as an audit trail in the event of an incident.

New build properties have Plentific installed at the first service, and all appliance information is added at this point.

As a backup for information kept on the online portal, an excel spreadsheet containing all property information is also kept and is updated by the Compliance Officer.

## 5. ACCESS

To meet these statutory obligations, we will ensure tenants are provided with adequate and reasonable notice to make appointments for the annual safety check, and service of the appliances, to be conducted by our contractors.

If access is denied by the tenant, we will take all necessary and reasonable measures to obtain access. Provided we, or our appointed Contractor, have given proper and full notice that access is required to carry out an inspection, and where the tenant has continued to deny access, we will consider, as a matter of last resort, legal action to obtain entry, under the terms of the tenancy agreement.

We will monitor our records, to identify those tenants who have failed to provide access, or where the appointed contractor has failed to carry out its contractual responsibility, and action will be taken appropriate to the circumstances.

A record will be kept of all visits to properties in order that a comprehensive list of servicing is maintained.

It is recognised that it may not be possible to gain access to a property in all cases. Access arrangements will need to be agreed with tenants by the gas service contractor.

It is a requirement that “all reasonable steps” are taken to ensure access in order to carry out safety checks and maintenance work. The contractor is requested to make two recorded attempts to obtain access and keep proof of such attempts should it be required to demonstrate to a Court what steps have been taken where access has been denied.

### **Procedure for Gas Contractor**

The Contractor will make an appointment, that is confirmed by post, giving the tenant a minimum of 48 hours warning, notifying them of a date and time (a.m. or p.m.) for access and giving them an opportunity to make other arrangements if inconvenient. (*Appendix B* ).

The Contractor will e-mail a list of appointments to us for information purposes.

If no access is gained on the initial attempt, the gas service engineer will leave a card (CARD 1) at the property (*Appendix C1* ) retaining a duplicate copy and complete and attach a Proof of Delivery Statement (*Appendix C2* ) both of which to be returned to the contractor’s Office for record purposes.

If the tenant fails to contact the contractor within the requisite period (three working days), a further appointment will be made and confirmed by post within ten working days (*Appendix D* ).

If the tenant still fails to provide access, the contractor will leave CARD 2 (*Appendix E*) retaining a duplicate copy and complete and attach a Proof of Delivery Statement (*Appendix C2*) both of which to be returned to the contractor’s Office for record purposes.

If no response is received within the two working day period of CARD 2 being left, the contractor will then notify us in writing, within 48 hours (*Appendix F* ).

### **No Access Procedure for VHA**

We will then immediately place in action our own procedures:

It is a condition under the terms of the Tenancy Agreement, that our authorised representatives may at reasonable times of the day, and on giving 24 hours' notice in writing, enter the premises to carry out inspections and repairs. However, action to gain access does not involve making arrangements for forced entry into a property, unless authorised by a Court.

Clear and accurate records will be maintained of every attempt to contact the tenant, in order to gain access.

Within 3 working days of notification from the Gas Service Contractor that access has been denied, the Property Services Manager or the Compliance Officer, will:

- make enquiries with our housing section to ascertain whether they are aware of any reason why access may not be obtained at the property;
- attempt to contact the tenant by telephone (if necessary outside normal office hours) in an attempt to arrange a fixed appointment;

In situations where there are issues such as vulnerability and/or disability, every attempt will be made to ensure the tenant is personally contacted by an officer and that they are aware of the need to provide access.

In cases where telephone contact has not been successful, the Property Services Manager or Compliance Officer will arrange for the recorded delivery of a **Gas Service Letter (Appendix G1)** advising the tenant that a contractor will be calling within a five day time frame for the gas servicing purposes.

The tenant will be advised that every effort will be made to accommodate their needs if arranging access is difficult. The letter will also refer to the fact that if appropriate and satisfactory arrangements are not made, we may need to resort to legal action. A copy of this letter will be sent to the Contractor. **Proof of Delivery** must be checked and recorded via the Royal Mail website and saved on the property file.

If access is still denied, legal proceedings will commence.

The decision whether to seek an injunction will be taken on an individual case basis.

In circumstances where an injunction order has been obtained, we will consider using a certified bailiff to obtain access. A member of our staff will attend together with the gas service engineer in order to gain entry, carry out the safety check, servicing of the appliances and re-securing the property. If required, a locksmith will also be in attendance.

The day prior to gaining forced entry, the Property Services Manager or Compliance Officer will ensure that:

- all staff and contractors required will be in attendance

- no last minute contact has been received from the tenant or their representative to the Association or the gas service contractor.

### **Broken arrangements for access**

If any of the foregoing stages of action have been deferred due to the tenant having contacted either VHA or gas service contractor, the Property Services Manager or Compliance Officer will review the situation.

Should any agreed arrangements for access be broken, then the No Access Procedure should be resumed from the last stage reached. In this event a letter should be sent to the tenant advising them:

- details of last contact from VHA, attaching relevant documentation;
- confirm that despite their recent contact, they have failed again to allow access as required;
- allow five working dates from the date of the letter to contact the writer or gas service contractor direct to avoid further legal action;

If, after ten working days of the reminder letter being sent, the tenant has not allowed access then the next stage of the No Access Procedure should be resumed.

## **6. PERFORMANCE MANAGEMENT**

To ensure that we are aware of our ongoing compliance with the Gas Installation (Safety and Use) Regulations 1998 a set of monthly and rolling annual performance statistics should be monitored and issued to senior management on a monthly basis. These will include:

Services carried out in month	
No out of priority in month	0%
No out of priority total	0%
Satisfaction	95%
No of repairs completed within priority	98%

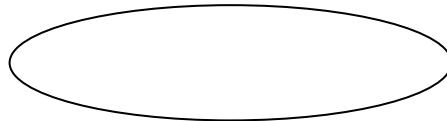
### **Appendices Details**

The following appendices describe information we or our contractor must ensure is included within any laid out correspondence in relation to contract procedures.

## **Appendix A**

Gas Service schedule is a live register maintained off site, that is available via app or web browser, detailing property address, type and number of appliances, date due, dated inspected, date next due, tenant appliances, notes and name of contractor. A live back up excel spreadsheet is also kept.

**Appendix B**



**IMPORTANT NOTICE - THIS CONCERNS YOUR SAFETY ANNUAL  
TESTING OF GAS SUPPLY AND APPLIANCES**

Address:

Date:

Reference:

Dear

**Appointment Letter One**

Your landlord, Vectis Housing Association is legally responsible for ensuring an annual Gas safety check and inspection to your home is undertaken every year.

It is essential for you and your family's health and safety, that the Gas safety check and inspection is carried out by a Gas Safe registered engineer every 10-12 months. We, Mountjoy Ltd, undertake the Gas safety checks on behalf of Vectis Housing Association and all our gas engineers are registered with Gas Safe.

We have been unable to contact you via the telephone therefore have now arranged a gas engineer to attend your property on **enter appointment date and time slot (AM or PM)** to carry out the Gas safety check.

If this appointment is not kept, you may be charged for the missed appointment, therefore if the above appointment isn't convenient for you, please contact our office on 01983 550279 to book another suitable date and time.

Things to know before your appointment:

1. If you have a pre-payment meter, please ensure that you have sufficient credit on your gas and electric before we attend.
2. If there is no gas supply provided at the time of the gas safety check, your gas meter may be capped for safety until a mutual date can be agreed and supply re-instated.
3. Always ask to see the identification of anyone before allowing them access to your home.

Failure to allow access will **result in a breach of your Tenancy agreement** and could mean forced access to your home to undertake the Gas safety check. In event of this happening, any costs incurred will be recharged back to you.

The Gas Safety Check is required by law, and it is vital that you provide us with access.

Yours sincerely,  
Mountjoy LTD

## **Appendix C1**

(This is to be completed in duplicate and a copy returned to the contractor's main office attached to Appendix Sheet C2)

### **CONTRACTORS LETTERHEAD**

To: The Occupier at .....

#### **Health & Safety, The Gas Safety** **(Installation and Use) Regulations 1998** **(CARD 1)**

I called at your property today at .....a.m./p.m. in order to carry out the Annual Gas Servicing in your home. Regretfully, I have been unable to gain access and you are therefore required to telephone this office on ..... within three working days to arrange an alternative date and time.

If we do not hear from you within this time, a further appointment will be sent to you which you will be required to keep.

Signed ..... Date: .....

## Appendix C2

Complete this form following successful hand delivery to the resident / tenant or after posting through the letterbox.

This must be attached to the duplicate copy of the original signed letter. Please state whether the letter has been served upon the resident /tenant in person or posted through the letterbox

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CONTRACTORS LETTERHEAD

### Health & Safety, The Gas Safety (Installation and Use) Regulations 1998

I CERTIFY THIS TO BE A DUPLICATE COPY OF \*CARD 1 / \*CARD 2  
SERVED BY ME

.....(full name), upon the  
tenant\*/occupier\* in \*person/\*by hand delivery through the letterbox of the  
property, at .....  
on ...../...../..... at .....am/pm \*

\* (delete as applicable)

Signed: ..... Position: .....

Full Name: ..... Date: ...../...../.....

To be returned to ----- (contractor) Registered office

Appendix D



**IMPORTANT NOTICE - THIS CONCERNS YOUR SAFETY  
ANNUAL TESTING OF GAS SUPPLY AND APPLIANCES**

Address:

Date:

Reference:

Dear

**Appointment Letter Two**

Your landlord, Vectis Housing Association is legally responsible for ensuring an annual Gas safety check and inspection to your home.

It is essential for you and your family's health and safety, that the Gas safety check and inspection is carried out by a Gas Safe registered engineer every 10-12 months. We, Mountjoy Ltd, undertake the Gas safety checks on behalf of Vectis Housing Association and all our gas engineers are registered with Gas Safe.

We have attempted to contact you by phone and made a previous appointment via letter but have still been unable to gain access to your property to carry out your gas safety check.

We have therefore have now arranged another appointment for a gas engineer to attend your property on **enter appointment date and time slot (AM or PM)** to carry out the Gas safety check. It is essential that you call us urgently to reschedule if this is not convenient because **if this appointment is not kept, you will be charged.**

Things to know before your appointment:

1. If you have a pre-payment meter, please ensure that you have sufficient credit on your gas and electric before we attend.
2. If there is no gas supply provided at the time of the gas safety check, your gas meter may be capped for safety until a mutual date can be agreed and supply re-instated.
3. Always ask to see the identification of anyone before allowing them access to your home.

Failure to allow access is **a breach of your Tenancy agreement** and could now result in forced access to your home to undertake the Gas safety check. In event of this happening, any costs incurred will be recharged back to you.

The Gas Safety Check is required by law, and it is vital that you provide us with access.

Yours sincerely,

Mountjoy LTD

## Appendix E

This is to be completed in duplicate and a copy returned to THE CONTRACTOR'S Main Office attached to Appendix Sheet C2

### CONTRACTORS LETTERHEAD

To: The Occupier at .....

#### Health & Safety, The Gas Safety (Installation and Use) Regulations 1998 **(CARD 2)**

I called at your property today at .....a.m./p.m. in order to carry out the Annual Gas Servicing in your home. Again access has not been provided for this purpose. It is **IMPORTANT** that you telephone this office on ..... within the next two working days to arrange an alternative appointment.

If we do not hear from you within this time, Vectis Housing Association will be notified accordingly.

Signed ..... Date: .....

## Appendix F

### CONTRACTORS LETTERHEAD

Date .....

Property Services Manager  
Vectis Housing Association Limited  
30 Chapel Road  
Newport  
Isle of Wight  
PO30 1PZ

#### Health & Safety, The Gas Safety (Installation and Use) Regulations 1998 Annual Gas Service Contract 200...

We write to inform you that after making two appointments on .....

at .....am/pm and ..... at .....am/pm our  
Engineer has visited the property at

.....  
and failed to obtain access. On each occasion, cards have been left at the property  
requesting the tenant to contact this office, copies of which are attached.

Card 1 : ..... (date)

Card 2: ..... (date)

Despite such action, the tenant has failed to make alternative arrangements for our engineer  
to visit.

Yours sincerely,*signature here*

*put name of sender here*

.....

*put designation of sender here.....*

## Appendix G1

### **RECORDED DELIVERY**

Date.....

Tenant's name

Address

Dear .....

#### **Health & Safety, The Gas Safety (Installation and Use) Regulations 1998** **Annual Gas Servicing**

We have been advised by our Gas Service Contractor that they have made two appointments to visit your property in an attempt to carry out the above. On each occasion, the contractor left cards on the following dates requesting that you contact them.

Card 1: ..... Card 2: .....

You have not made contact as requested, and accordingly we now formally provide you with notice in accordance with the terms and conditions of your tenancy, that an engineer will be calling at your home between ..... and ..... (*allow 5 working days*)

If you would prefer to make a definite appointment between this period you can do so by telephoning this office direct on tel: 520353 or the contractor on tel: ..... Alternative dates after those referred to above will NOT be considered unless there are *exceptional* circumstances.

If you fail to make another appointment and subsequently do not allow access as arranged, we will have no alternative but to seek a **Court Injunction to secure entry** for the purpose of servicing the appliances, without further notice to you. All costs incurred in this process will be applied for against you, and this is likely to be in excess of £1000.00

**Please note that it is a legal requirement that this exercise is carried out and therefore most important that you allow access to your home for this purpose. Failure to do so is a breach of your Tenancy Agreement.**

If you have already made an appointment or if you believe this letter has been issued in error, please accept our apologies. You should however, ***STILL*** contact the Property Services Manager at Vectis Housing Association on tel: ..... to prevent further action.

Yours sincerely,

Amanda Collopy Property Services Manager

*Copy: Contractor*