

GAS SAFETY MANAGEMENT POLICY

Landlord Safety Manual

1. Purpose

- 1.1 The aim of this Policy is to ensure the effective inspection, maintenance and management of gas systems within premises controlled by the association. The gas safety system, inspection and monitoring programmes will also include the carbon monoxide monitoring systems which are considered to be an integral part of the gas safety management programme.
- 1.2 All gas servicing, maintenance and repair work will be sub-contracted to an external competent body.
- 1.3 The procedures detailed within this section are intended to facilitate the effective management of the contractor as well as all additional gas safety management issues, ensuring that all reasonable steps are taken to comply with the Health & Safety at Work etc. Act 1974 and the Gas Safety (Installation & Use) Regulations 1998.
- 1.4 Ayrshire Housing has a statutory duty to ensure gas appliances/flues and the installation pipework are maintained in a safe condition and to ensure completion of an annual gas safety check.

2. Definitions

- 2.1 “*Gas Appliance*” – means an appliance for the heating, lighting, cooking or other purposes for which gas can be used. In general, portable or mobile appliances are not covered, except the use of portable or mobile space heaters (e.g. LPG cabinet heaters).
- 2.2 “*Gas Fittings*” – means pipework, valves (other than Emergency Controls), regulators and meters and fittings etc. designed for use by consumers of gas.
- 2.3 “*Flue*” – means a passage for conveying the products of combustion from a gas appliance to the external air.

3. HSE Advice

- 3.1 Health & Safety Executive (HSE) Gas Safety Advice Line. Open 9.00am to 5.30pm Monday to Thursday and 9.00am to 5.00pm on Friday. Tel: 0800 300 363.

4. References and Legislative Requirements (see also Section 8.7 - Guidance)

- 4.1 Health and Safety at Work etc. Act 1974
- 4.2 Management of Health and Safety at Work Regulations 1999, as amended

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Extract from Ayrshire Housing’s landlord Facilities Health and Safety Manual – applicable from June 2020

- 4.3 Gas Safety (Installation and Use) Regulations 1998
- 4.4 Gas Safety (Management) Regulations 1996
- 4.5 Gas Safety Guidance (supporting this policy)
- 4.6 Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- 4.7 The Scottish Social Housing Charter

5. Competent Persons

- 5.1 The association shall ensure no person is permitted to carry out any works on gas installations unless competent to do so. Current competency is approved by the “Gas Safe Register” (www.gassaferegister.co.uk).

6. Roles and Responsibilities

- 6.1 The association’s Technical Services Manager will have responsibility for the following aspects of the gas safety management system:
 - 1. Overall responsibility
 - 2. Delivery of the gas safety management programme
 - 3. Administration of the gas safety management programme
 - 4. Contractor selection, control and monitoring
 - 5. Repairs
 - 6. Communications with tenants
 - 7. Emergencies

7. Contractor Selection and Control

- 7.1 The association will define a detailed scope of works for the annual gas servicing and maintenance contract and will follow through a rigorous tendering and contractor selection process.
- 7.2 Contractors will be required to demonstrate compliance with the competency requirements of the Regulations and will be, as a minimum, Gas Safe Registered. It is the responsibility of a landlord to employ competent persons i.e. Gas Safe registered installers to undertake the necessary checks and to accurately record the findings.
- 7.3 The Gas Servicing and Maintenance Contractor will be required to provide a copy of their current Gas Safe registration and copies of the current Gas Safe Registration Card for each employee engaged on the Contract.
- 7.4 No persons shall be permitted to undertake any work on gas installations unless competent to do so. Current competency can be checked using the Gas Safe Register (www.gassaferegister.co.uk).

7.5 A formal system of contractor monitoring will be established and maintained to ensure the gas safety management system continues to operate in compliance with the agreed scope of works and with documented procedures and that any non-conformances, ineffective arrangements and problem areas are quickly identified and actioned upon.

7.6 A defined 'no access' procedure will be developed to ensure all reasonable steps are taken by the contractor and the association to meet the 12-month deadline for landlords gas safety checks.

8. Record Keeping

8.1 Under current legislation Landlord Gas Safety Records must be kept for a period of 2 years. The association will establish and maintain a formal system for recording all activity in relation to gas servicing, maintenance, repairs, installations, emergencies and all other relevant gas safety management data.

8.2 In relation to the annual gas safety inspection programme, the association will hold the following records as a minimum:

- Inspection records, findings and actions
- Reports and communications from gas contractors
- No access reports and actions (audit trail)
- Properties beyond 12 months
- Intermediate safety checks on properties (voids)
- External Audit Reports
- Maintenance and repair records
- Emergency situations and actions taken
- Letters of complaint

8.3 The association will maintain a record of all gas appliances installed in its tenanted properties, their previous service date and the previous landlord's gas safety certificates. The record of appliances will be held on the association's SDM system and pdf copies of the landlord's gas safety certificates will be held in the appropriate property file within the association's document management system (CCH). In addition, a spreadsheet gas register will be maintained which logs the CCH reference number.

The register will be regularly reviewed by the Technical Services Manager and administered by the Repairs Assistant.

8.4 The Contractor will provide a Landlord Gas Safety Record for every property under the Contract. The CP12 Certificate previously issued by CORGI or equivalent approved form will be deemed to satisfy this requirement. A copy of the certificate is to be issued to the occupant and a duplicate submitted to Ayrshire Housing as soon as possible following the inspection and no later than 7 days of the inspection.

- 8.5 A system of 'positive recording' is to be adopted to ensure the certificate is completed in full. Items are to be marked 'not applicable' or struck through and should not be left blank.
- 8.6 Where action is required, the Contractor should indicate if the work has been completed or follow-on repairs ordered.
- 8.7 Defects identified during the gas safety inspection will be listed under the following categories:
- Immediately dangerous (ID): where defects are deemed to present a serious risk to the health and safety of the occupants, the contractor will disconnect the appliance, isolate the gas supply and issue a warning notice for the appliance. The contractor will advise Ayrshire Housing of the situation to enable remedial action to be instructed.
 - At Risk: where defects are deemed to be potentially dangerous, the contractor will issue a warning label and advise the occupants not to use the appliance. The contractor will advise Ayrshire Housing of the situation to enable remedial action to be instructed.

9. Information to tenants

- 9.1 On an annual basis (and at the time of new tenants being housed), the association will outline the pertinent issues of gas safety to tenants by way of written communication. This will include:
- Emergency contact numbers and reporting procedures.
 - The association's commitment to gas safety.
 - Tenants responsibilities under their Tenancy Agreement.
 - Key health and safety risks.
 - The importance of the annual safety check and the need for access to premises.
 - Key points on the safe use of gas and gas appliances including action to be taken if a gas leak is suspected.
 - The requirement to ensure that all gas related work must be carried out by a Gas Safe registered engineer.
- 9.2 Formal 'rules' setting out tenants' gas safety obligations and duties will be clearly set out in their Tenancy Agreements. Unauthorised gas installations, repairs, disconnections and other gas related activities which fall foul of the Tenancy Agreement will be dealt with under the association's Alterations and Improvements Policy

10. Gas Safety Internal Monitoring

- 10.1 A formal system of monitoring the gas servicing/landlords inspection and all gas repair work will be established and maintained with properly defined reporting, escalation and action procedures.

10.2 The monitoring system will include, as a minimum, timeous review of:

1. All servicing and repair certificates
2. Unsafe gas systems
3. No access procedure, notices and problems
4. Properties 'over 12 months'
5. Void properties
6. Quality assurance / quality control reports
7. Repairs and maintenance reports

10.3 The monitoring system will record target and actual dates of servicing and track the issue dates of "no access" letters.

10.4 Progress against the annual servicing programme will be monitored to ensure compliance with the legislation/servicing programme. Any issues identified will be discussed with the Contractor during scheduled progress meetings.

10.5 All properties having gas appliances will be logged on the association's property management system (SDM) database and the operational spreadsheet for the purposes of recording relevant information in respect of appliance types, installation and warranty expiry date and relevant servicing dates. This will be reviewed and amended as required to reflect additions/deletions from the servicing programme.

11. Gas Leaks, Reactive Repairs and Emergencies

11.1 As well as carrying out annual servicing to gas appliances and raising landlord's gas safety records the contractor will provide a full reactive repairs and emergency response service. This will be properly defined and tenants made aware of the gas company's services and contact details in this regard.

11.2 Where the contractor has been unable to obtain access to undertake necessary repair work the contractor must bring the situation to the attention of the association. The association will ensure that the tenant is contacted as quickly as the situation demands.

11.3 Where repairs cannot be completed and the heating system remains switched off, the gas contractor will be asked to provide temporary electric heating. LPG or other bottled gas heating appliances will not be provided to tenants as a source of temporary heating.

11.4 Gas Leaks:

- Currently SGN have a statutory duty to attend gas escapes reported to them within two hours of receipt.
- In the event of a suspected gas leak tenants will be advised to follow the process outlined in Appendix 1.
- In the main, gas escapes are likely to occur within individual properties and tenants should in the first instance contact SGN Emergency Services.
- Recognising that SGN will normally shut down the gas supply to an individual property where a leak is found and will not carry out any further works it is,

recognised as good practice for the association to follow up a report of a gas leak by instructing the gas contractor to attend.

- Where repairs cannot be readily made and the heating system remains switched off the contractor will be asked to provide temporary heating and will advise the association of the repair problem in order to agree remedial work.

12. Quality Assurance (QA)

- 12.1 The association will ensure that the gas safety contractor shall have appropriate quality assurance mechanisms in place.

These will include a requirement to have certification for ISO 9001 which will be part of a robust quality control audit process carried out by experienced Gas Safe registered engineers with experience of both the technical knowledge of the installations being audited as well as the quality control audit process.

- 12.2 A minimum of 10% of gas service works will be audited as part of that quality assurance system.

13. Void/Re-Let Procedures

- 13.1 A formal procedure will be defined for gas safety inspections associated with void properties and this will be included in the overall gas safety management system, contractor's contractual requirements and monitoring procedures. Prior to a property being re-let to a new tenant, it will be subject to an additional gas safety check. A copy of the certificate will be provided for the new tenant.

14. Mutual Exchanges

- 14.1 Prior to an exchange being carried out a gas safety check will be carried out and each tenant provided with a copy of the new certificate. No exchanges involving properties with gas heating will be completed without this safety inspection being carried out.

15. Additional Properties

- 15.1 New Build development units having gas central heating will be subject to a gas safety inspection within 12 months of the date of installation. The installation contractor will be required to provide a landlord safety certificate for each property at the date of handover in addition to the provision of information supplied in the Health and Safety File for the development.

- 15.2 Properties being considered for acquisition under the Mortgage to Rent scheme or any other acquisitions will be subject to a safety inspection and condition report to identify any necessary repairs prior to purchase. On completion of purchase the property will be subject to an annual service and gas safety check and all repairs previously identified will be instructed.

- 15.3 In the event of a potential stock transfer, the transferring landlord will be asked to provide copies of the most recent CP12 for each property. Where possible, the

repairs history in respect of gas appliances will also be requested. Prior to transfer, a random sample of properties will be inspected to verify the condition of the gas systems for the additional stock.

16. New Gas Heating Systems

16.1 New installations will utilise 'A' rated energy efficient condensing boilers. Where replacement central heating is provided the opportunity will be taken to remove existing focal point gas fires.

17. Tenant Installed Systems

17.1 Ayrshire Housing will consider adoption of tenant installed heating systems where such systems have been inspected and passed as satisfactory by the Servicing contractor. Adoption of such systems will ensure that appliances are installed in accordance with the Regulations and are operating safely.

17.2 Where systems proposed for adoption are found to be sub-standard, consideration will be given to completing the necessary work to bring the system up to an adoptable standard. Any costs incurred will be the responsibility of the Tenant.

17.3 Adoption of tenant installed systems for maintenance will not affect the rights of the tenant to claim compensation under the Right to Compensation for Improvement legislation contained in the Housing (Scotland) Act 2001.

18. Gas Cookers

18.1 Ayrshire Housing are not responsible for the connection of new gas cookers or other appliances and tenants should be advised that only a Gas Safe registered engineer should be engaged to carry out such work. Competency can be checked using the Gas Safe Register (www.gassaferegister.co.uk)

19. Access for Annual Service Inspections

19.1 The association will follow the procedures detailed in Appendix 2 for ensuring access is obtained for the service or for capping the supply to ensure that it has taken all reasonable steps to meet its obligations under Regulation 39 (Exception as to Liability) of GSIUR.

19.2 The association will regularly publish articles through newsletters, website, etc highlighting the requirement to undertake gas safety inspections, with the emphasis on tenant safety and the importance of tenant co-operation in providing access to tradesmen.

20. Closing Up

20.1 Where a property is to be closed up on a long term or permanent basis then the existing gas supply shall be disconnected from the pipework within the flat. The gas supply shall be physically disconnected at the meter point and both cut ends

blanked. Where appropriate, SGN shall be advised and requested to remove the meter supply from the property.

21. RIDDOR

21.1 In relation to gas safety there are duties imposed upon gas conveyers, suppliers, etc. to report cases whereby death or a major injury (as defined by regulations) occurs out of or in connection with the gas supplied.

21.2 It is also recognised that a contractor will have a duty to formally report certain situations where it is deemed likely that the gas installation may cause death or major injury. The types of faults likely to cause death or major injury and would be reportable include:

- i. A dangerous gas leak arising, for example, from the use of unsatisfactory materials or bad workmanship.
- ii. A gas appliance which spills products of combustion or shows signs of incomplete combustion or shows signs of combustion problems due to inadequate ventilation
- iii. An appliance which is not suitable for use with the gas supplied
- iv. An appliance in which a safety device has been made inoperative
- v. Use of unsatisfactory materials in gas connections
- vi. An appliance installation which has become dangerous through faulty servicing

21.3 Further information on RIDDOR is contained within the Accidents Policy of the association's Health & Safety Manual.

22. Temporary Heating

22.1 LPG or other bottled gas heating sources will not be provided to tenants as a temporary source of heating.

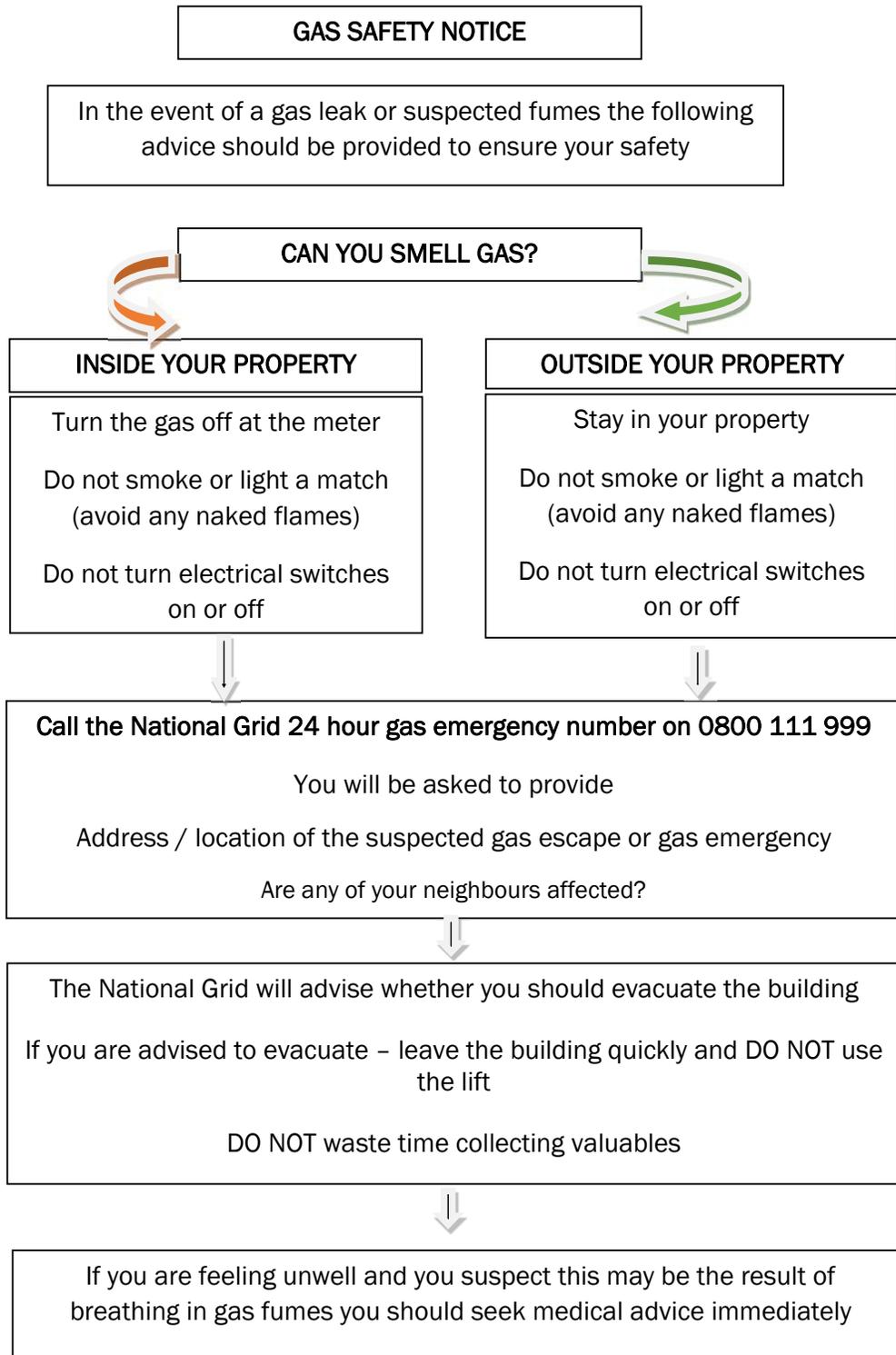
22.2 Where electrical heaters are provided as a temporary source of heating, the Electrical Safety policy should be consulted.

23. Targets

23.1 To complete all servicing within 12 months of the previous service date as required by the Gas Safety (Installation and Use) Regulations.

The adoption of a 10-month inspection interval, designed to allow a sufficient period to obtain access prior to expiry of the previous valid certificate and ensure continuous cover is maintained.

Appendix 1



Appendix 2

ACCESS FOR ANNUAL SERVICING

Under Regulation 39 (Exception as to Liability) of GSIUR, the association will be deemed not to be guilty of an offence under Regulation 36 should it be able to show that “all reasonable steps” were taken to prevent the offence from taking place, i.e. to have documented evidence of access attempts. Should a tenant refuse to provide access under the terms of the tenant’s Scottish Secure Tenancy Agreement the association will arrange to force access after serving notice on the tenant in order to carry out the annual servicing.

Ayrshire Housing will take all necessary action to ensure access is obtained to permit annual servicing. Written procedures incorporating good practice advice published in the SFHA ‘Good Practice Guide’ 2005 have been established to outline the actions to be taken at each stage of the process.

The process will include the following:

Notification of the servicing programme and performance progress will be included the quarterly newsletter issued to tenants.

Where the contractor fails to obtain access on the first visit, the tenant will be carded and advised of a return visit in 7 days. The opportunity to reschedule the appointment to a more convenient date will be offered to the tenant.

If no access is obtained on the second visit, the Contractor will notify Ayrshire Housing and the Tenant will then be issued with ‘No Access’ letter (Letter 1 - normal mail).

If the tenant fails to respond a further letter (Letter 2) will be issued to the tenant providing advance notice of possible forced access.

Notice of the proposed date for the forced entry will be issued (Letter 3)

A final letter will be hand delivered to the property the day prior to the proposed date for forced entry (24 hours).

During every stage of the above process, staff will also attempt to contact the tenant by phone and agree an access arrangement.

Where possible, forced entry will be scheduled for Monday to Thursday of the week prior to expiry of the current certificate. No forced entries will be scheduled to take place on a Friday, the day prior to a public holiday or when the office is closed unless all other options have been exhausted.

Consideration will be given to capping the gas supply where the gas meter is faulty or where a ‘Quantum’ type pre-payment meter is fitted and there is insufficient credit to enable the gas safety check to be completed. Arrangements will be made to reinstate the supply once the meter fault is rectified and/or the tenant has obtained sufficient credit to enable the annual check to be carried out.

Where it is deemed necessary to cap the gas supply, the tenant will be offered temporary electric heating. No payment will be made in respect of the additional costs incurred in operating the temporary heaters.

All correspondence issued in connection with this Policy will be enclosed in an envelope clearly annotated with the wording (in red) "IMPORTANT GAS SERVICING INFORMATION ENCLOSED".

The 'No Access' letters issued will advise tenants of the legal duty to undertake servicing, the potential safety issues resulting from a failure to provide access, the requirement to provide access as a condition of tenancy and the recovery of costs if forced entry action is necessary to obtain access.

Where there is a history of No Access, consideration will be given to the installation of 'GASP' or similar safety devices which automatically disconnect the boiler and require to be re-set by a service engineer.

Where a tenant has not signed an SST, the tenancy is covered by statute contained in the Housing (Scotland) Act 2001 and Ayrshire Housing will continue to seek a Court Order prior to forcing entry in such cases.

PROCEDURES AND AUDIT TRAIL

Procedures have been established to meet the requirements of the Policy and are available to all relevant staff. These procedures will result in a clear audit trail to ensure servicing is completed within the legal time period of 12 months or demonstrate that all reasonable actions have been taken to obtain access prior to forced entry taking place where there is a failure to provide access.