



<b>Policy Name</b>	Gas Servicing and Maintenance Policy		
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<b>Committee</b>	Service Delivery Policy		
<b>Author</b>	Ron McArthur		
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<b>Scottish Social Housing Charter</b>	<b>Outcomes</b>
This policy has been developed with reference to The Scottish Social Housing Charter	1 Equalities, 7,8 and 9 Housing Options, 10 Access to Social Housing, 11 Tenancy sustainment

<b>Written By</b>	Ron McArthur
<b>Department</b>	Asset Management

<b>Approval Date by Committee</b>	
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**Notes**

First Approved by Committee August 2006  
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Reviewed April 2018  
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## **Gas Servicing and Maintenance Policy**

### **1. INTRODUCTION**

This Policy and Procedures have been developed with due consideration of the joint Communities Scotland//SFHA/COSLA document 'Performance Standards for Social Landlords and Homelessness Functions' and in particular, Activity Standard 2: Property Management

Due recognition has also been given to the Scottish Federation of Housing Associations (SFHA) Good Practice Guidance Manual 'Raising Standards in Housing' particularly Section 7 on Maintenance.

Specific reference has been given to the following –

- (i) The Gas Safety (Installation and Use) Regulations 1998, and latest 2018 Amendment Regs
- (ii) SFHA Good Practice Guide – Housing Associations Duties as Landlords: Procedures to undertake Annual Gas Safety Inspections September 2005.
- (iii) Council for Registered Gas Installers (CORGI) Guide Publications (to be superseded from 1<sup>st</sup> April 2009 with compatible guidance from Gas Safe Register.
- (iv) Internal Audit Report dated January 2013 from TIAA and titled – Gas Safety
- (v) Requirements of the Scottish Social Housing Charter

### **2. AIMS AND OBJECTIVES**

The Aims and Objectives of this Policy Document are:

- 2.1. To ensure Angus Housing Association services and maintains its gas appliances in accordance with all legal requirements and in particular item 1(i) above
- 2.2. To put in place Procedures to enable Staff, Appointed Contractor, Consultants and Tenants to fully understand their obligations and responsibilities with regard to all aspects of the servicing, repair and safety of the Association's gas appliances and gas installations in general.
- 2.3. To undertake regular reviews of this Policy to ensure that the Association complies with the most updated Legislation, Codes of Practice and New Technology

### **3. THE ASSOCIATION'S RESPONSIBILITIES AND DUTIES**

- 3.1. **Safety Checks and Services** The Association shall ensure that there is maintained in a safe condition any relevant gas installation pipework, appliances and flues provided by us for our tenants. We will also ensure that that an annual safety check and service is carried out on each appliance and/or flue.
- 3.2. **Gas Safety Regulations** Changes to the gas safety regulations have been introduced in April 2018 that have a direct affect on the timescales for carrying out annual servicing. Prior to April 2018, if a service was carried out a month before the

anniversary date, (month 11), then that date became the target date for the following year. Gas Safe has now introduced a servicing regime similar to the car MOT system. For example if a service was due on 1<sup>st</sup> May but carried out on 1<sup>st</sup> April, then the target date for the following year is retained at 1<sup>st</sup> May.

4. This will save landlords a reasonable sum of money over a number of years avoiding a scenario of paying for one “extra” service after say 6 or 7 years.
- 3.2 **Safety/Service Certificates** We will keep a record of each safety check (CP4 Certificate) or service (CP12 Certificate) for a minimum of 2 years and will ensure that a copy is issued to each existing tenant within 28 days of the check being completed and to any new tenant before they move in.
- 3.3 **Access Issues.** The Association has developed procedures to cover this and is detailed under section 5 of this policy.
- 3.4 **Relets** At all relets the installation will be sealed off as soon as practical after the property has been taken back by the Association – Stage 1 order. Once relet, a gas safety check will be undertaken, the installation recommissioned and a demonstration of the heating system given to the new tenant by the contractor – Stage 2 order. Should the existing CP12 Certificate be due to expire within 28 days of Stage 2 then a full service will be carried out. The incoming tenant has 30 days to contact the contractor to arrange Stage 2. The Housing Officer will check with the tenant during the settling in visit after 30 days. If no contact has been received from the tenant within this time the Association must be informed immediately and the Maintenance Officer shall visit the property and find out the status of the Gas Installation. Any gas equipment left by a previous tenant will be disconnected and removed from the property.
- 3.5 **CO Detectors** The Association have provided CO detectors in all of our properties where we have gas appliances. In a number of properties multiple CO Detectors are fitted to cover each room where a fixed combustion appliance may be fitted. This ensures compliance is met with the new Torerable Standards for Fire Detection - Housing Scotland Act 1987 (Extension of Criterion order 2019).
- 3.6 **Gas Safety Files** The Association will provide a separate gas safety file for each location that has a relevant gas installation and will include all safety/service certificates as well as the contractors call out sheets for repairs. All the data including copies of certificates will be stored within the Home Master system
- 3.7 **Gas Database** as all data will now be saved directly into the HomeMaster database, a Gas Master Register will now not be produced.

The HomeMaster database will be updated daily and reports downloaded as and when required, but on a regular basis at least quarterly. The HomeMaster (Grid) will be checked weekly by the Senior Maintenance Officer to ensure that timescales are not being breached.

- 3.8 **Reconciliation of Gas Master Register** this will be carried out on a six monthly basis by exporting reports to our servicing contractor. This will be reported to the Services Delivery Sub Committee.

- 3.9 **Appointment of Contractor** The Association will ensure that a suitable contractor is appointed to undertake the servicing/repair/checking of relevant gas installations. It is recognised that the nature of this type of contract makes short term competitive tendering unsuitable therefore a negotiated 3 to 5 year term contract on a partnership basis will be the normal procurement method particularly when considering the following –

Limited choice of contractors within the Tayside area

The need for a contractor to become familiar with the Association's stock

The potential high risk factor attached to gas safety and the mutual trust between client/ contractor/tenant needed to minimise this risk.

Procurement will be conducted in accordance with the Association's Procurement Policy. However it is anticipated that a Best Value tender will be developed on a Quality /cost basis.

3.10 **Appointment of Quality Control Inspection Contractor**

The Association will ensure that a suitable consultant is appointed to undertake this work. A minimum of 10% of gas installations will be inspected during the rolling servicing year and a detailed report submitted quarterly to the Asset Manager.

The audit itself is largely focused on the competencies of each of the contractor's engineers employed on the Association's contract, quality of servicing and their contractors' own internal QA systems. This is intended to drive improvements to the service by circulating Audit reports to the contractors with timescales for implementing any action plans. This appointment will be on an annual basis.

#### **4 CONTRACTOR'S RESPONSIBILITIES AND DUTIES**

- 4.1 **Contractor's Certification.** The appointed contractor must be 'Gas Safe Register registered and demonstrate to the Association the fact that all operatives to be employed on this contract are suitably qualified to the relevant ACS units for the gas industry. The contractor must comply with the requirements of the Association's Policy for Approved Contractors.

- 4.2 **Contractor's Supporting Documentation.** The appointed contractor will develop, submit for approval and update this document which will form the operational framework for the service. This document will cover the following

1. Management and Supervision
2. Resources
3. Administration and Servicing Procedures
4. Adaptability
5. Health and Safety
6. Quality Assurance
7. Level of Technology
8. Staff Training and Awareness.

- 4.3 **Progress Meetings.** The appointed contractor will hold at least 6 progress

meetings with the Association during a 12 month period. The agenda for the meetings will be set by the Association and minuted by the Contractor.

4.4 **Invoicing.** The contractor will invoice the Association monthly in arrears in accordance with the terms and conditions of the contract.

4.5 **Quality Control**

It will be a requirement to carry out in-house quality control inspections on a percentage of the work of all Engineers who are directly employed to work on our Gas Servicing and Maintenance contract.

5 **ACCESS ISSUES FOR SERVICING**

5.1 **Regulatory and Legal Bodies Viewpoint.** Access for servicing of gas appliances is the most potentially problematic aspect of the contract in that failure to undertake a service, irrespective of circumstances, can be penalised by The Scottish Housing Regulator during an inspection visit. The Scottish Housing Regulator continues to impose considerable pressure on RSL's to achieve 100% servicing within the anniversary and they believe that 100% access is achievable and therefore the Association should have 100% of certificates completed within the one year anniversary.

The SFHA's recent Thematic study, (appendix 1), examined the practices of 6 no. of RSL's and all bar 1 force access to properties as their final attempt, rather than go through a legal route.

We have also received a copy of Council Opinion from Derek O'Carroll advocate for Murray Stable, prepared on behalf of the SFHA on February 24<sup>th</sup> 2010. (Appendix 2). This also appears to support forcing access as a method of gaining access for gas servicing, if all reasonable attempts have failed. It bases the opinion upon RSL's rights within the Tenancy Agreement.

The Health and Safety Executive (HSE) takes a more realistic view and accepts there may be a small minority of tenants who will not provide access. The HSE however expects the Association to take all reasonable steps to gain access and therefore comply with the law.

It is therefore proposed that the Association continues the process of either forcing access or capping external gas supplies; actions that will force the tenant to comply with their tenancy agreement. These are detailed below.

The Association must therefore still retain excellent audit trails in its attempts to achieve 100% access for servicing within a 1 year period of the previous service.

5.2 **Access Procedures for servicing all Gas Appliances.** Clearly a robust and and a uniformly consistent approach is required to control access for servicing. The following procedure is recommended by both the SFHA and HSE as good practice in managing access for servicing.

***Action One***

Contractor shall send out a servicing postcard at least 7 days prior to the date and time (am or pm) of the proposed appointment which will be not later than 10 months since the previous service. A list of proposed appointments will be given to the Association's Maintenance Assistant who will advise the contractor of any adverse issues regarding properties on the list. If access is not gained then contractor moves onto Action Two.

**Action Two.**

Contractor shall leave a reply prepaid 'no access card' The tenant shall have a maximum of 7 days to respond and arrange an appointment. If the tenant does not respond within 7 days, then the contractor moves on to Action Three

**Action Three**

The contractor shall issue a second planned letter offering an am/pm appointment within the next 7 days. If access is not gained then the contractor moves on to Action Four

**Action Four**

The Contractor will issue the Maintenance Assistant with details of problem access addresses, albeit that, currently, the Maintenance Assistant has continued access to the contractor's website and access issues will be immediately apparent. The Maintenance Assistant will then try to contact the tenant by text message. If this fails after two attempts the Maintenance Assistant will then send out an GA2 letter normal post, offering the tenant 7 days to contact Angus HA in order to make an appointment. If the tenant does not respond within 7 days, then the Association moves on to Action Five

**Action Five**

The Maintenance Assistant will then send out a GA3 letter (hand delivered by the Maintenance Officer, giving the tenant 7 days to contact the Association's office to allow them to make a service appointment. This letter will explain if access is not gained we will either force access or cap gas supplies. The Maintenance Assistant will again try to contact the tenant by text message. A note will be put against this property on HomeMaster in the Contact Management screen to show this. If access is still not gained then the Association moves onto Action Six.

**Action Six**

The Association will hand deliver a Final Notice letter to the tenant advising them of the date and time of a joint visit between the Maintenance Officer, Locksmith, (if necessary) and Gas Engineer.

In the interim, the Maintenance Assistant will then try to contact the tenant by text message

Actions during the visit will be either:-

- a) Cap the gas supply if the meter is external, or
- b) Force access if the gas meter is internal and carry out a gas service.

If the tenant is home and refuses access, then we walk away from the property and move on to Action Seven.

In both situations a) and b) above, capping the gas supply or carrying out a full service will result in certification that enables the Association to record a “service complete”.

It is anticipated that when the gas is capped, the tenant will contact the Association to organise a re-connection at which time, we will carry out the service.

The tenant will be given advance warning in the notification letter that they will be recharged the full cost of the joint visit, forced access and any follow up service.

#### ***Action Seven***

Following on from any refusal of access, we will write to the tenant advising that we will commence court proceedings immediately. The Association (Housing Manager) will contact their Legal Advisers immediately to commence appropriate action for access.

#### ***Appointments***

At Actions two and three the Association can in unusual circumstances make appointment times for early evening or Saturday morning. These should only be used when normal working hours appointments are not possible e.g. for single person working night shifts.

Whilst the above process must be robustly followed it should be understood that both the Servicing Contractor and Angus’ Maintenance Assistant shall make attempts to contact tenants during each Action stage in an effort to mitigate ongoing access problems.

### **5.3 Time Scale For Implementation of Access Action Plan**

By commencing subsequent service dates 10 months after the previous service gives the Association 2 months (average 8 weeks) to obtain access and this should be more than sufficient to include the first three actions into which the vast majority of services will fall. However as Action seven is dependant upon the Legal System to accommodate the action then it may be many months before access is finally gained.

The Maintenance Clerical Assistant will record action 1-6 in HomeMaster Appliance Management System with suitable notes and any caveats well documented in the Appliance Management system. This is then available for anyone to see..

A chart showing the above timescales is attached as Appendix A.

5.4 On occasions it maybe necessary to cap gas supplies to some properties. In such circumstances in the absence of a CP12 the certification for capping shall be regarded as a gas safety certificate and recorded accordingly on HomeMaster.

5.5 Around 6 months after the date of a gas capping, the Maintenance Assistant shall issue a reminder letter to the tenant recommending re-connection of the gas supply.

## **6 SCOTTISH HOUSING CHARTER**



Indicator 15 of the Scottish Social Housing Charter requires landlords to measure:-

*“Percentage of properties that require a gas safety record which had a gas safety check and record completed by the anniversary date”*

Clearly the Regulator places great emphasis on gas servicing being completed with the 12 month as per the Gas Safety Regulations. Our target for completing servicing therefore remains 100% and we must strive to achieve this.

Regular quarterly reporting to the Services Delivery Sub Committee will demonstrate how we are performing against this target.

## **7      RESPONSIVE REPAIRS**

The Gas Servicing contractor will be responsible for all repairs to gas installations, pipework, radiators, etc. as referred to in section 2.1.

When reporting faults and problems, tenants are currently requested to contact the Associations office during normal office hours and directly to the Out of Hours Call Centre, (currently Dundee Contract Services), outwith office hours. The Out of Hours Call Centre will contact our Gas Servicing contractor immediately upon receipt of a request from a tenant.

The contractor is required to contact our office the following morning regarding any call outs, which require attendance or follow on advice from Angus.

Once a fault or problem has been reported during office hours, the Maintenance Assistant or Maintenance Assistant must raise a works order including relevant response times etc. The contractor will then be contacted to process the repair or follow on work, with full details and strict instructions to contact the tenant and keep Angus advised.

A separate works order must be issued to the Call Centre purely to cover the administration charge.

*Note- The works order shall have no financial value and the work shall be regarded as covered under the Gas Servicing contract and assumed to have no charge.*

The contractor shall be required to return a completed and tenant signed “Contractors Service Report” or “tenants copy works order” within 2 working days of the work being carried out.

The Associations expected response times and categories for repairs are as follows:-

- Emergency      3 hours
- Urgent      24 hours
- Essential      3 working days
- General      10 working days
- Routines      20 working days

The Gas Servicing contract is specific in its definition of “Breakdown or failure”.

Breakdown or failure means the cessation or substantial impairment of the normal heating or domestic hot water system caused by the breaking, burning out, wearing out, maladjustment of any part of the whole of the central heating system, the system ceasing to function reasonably efficiently, or any blockages.

The contractor's performance on response time and Right first time will be measured by accessing data either from the returned paperwork, or from the contractor's on line portal and added to the job information on Homemaster.

In the event of breakdown or failure, any parts or components covered by the contract shall be fitted free of charge by the contractor, (with the exception of exclusions within the gas servicing contract).

The Association and all of its contractors are obliged to comply at all times with the Scottish Secure Tenants Right to Repair Regulations. The contractor will make themselves aware of the regulations and the consequences should the contractor not meet the repair response times necessary.

Relevant list of defects and repairs and maximum timescales:-

<b>DEFECT</b>	<b>MAXIMUM TIME PER RTR</b>	<b>AHA TIMESCALES</b>
Blocked flue to open fire or boiler	1 day	3 hours
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1 day	3 hours
Loss or partial loss of gas supply (outwith AHA control)	1 day	3 hours (if AHA responsibility)
Loss or partial loss of space or water heating where no alternative heating is available.	1 day	1 day

In accordance with the Scottish Secure Tenants (Right to Repair) Regulations, should any tenant contact Angus with one of the above defects, we must advise them of their rights under the regulations.

## **8 REPLACEMENT APPLIANCES**

If the contractor determines that an existing boiler, focal fire or radiator is beyond economical repair, (i.e where it would cost more to replace than to repair), the contractor will contact Angus Housing Association to seek approval for replacing the appliance, with evidence that either parts are not available or the costs are excessive.

Before any authorisation is given to the contractor the Association requires evidence that this is absolutely necessary, particularly for replacement boilers.

The Maintenance Assistant or Maintenance Assistant should ascertain from Homemaster any available information on the installation dates for fire and boilers.

Notes-

- i.* In any event, the contractor must be asked what steps he has taken to secure parts, or provide sufficient evidence that there is no alternative to replacing the appliance.
- ii.* Ultimately, authorisation for replacing a boiler, or fire shall be made in accordance with the Association's delegated authorities. The Senior Maintenance Officer or Asset Manager shall normally have such authorisation and can give guidance to the Maintenance Assistant or Maintenance Assistant on satisfactory evidence from the contractor.
- iii.* *In some cases if we are unclear or uncertain about the evidence from the gas servicing contractor, the Association may seek advice. In such circumstances they should use the services of our Gas Audit consultant who will be able to provide advice or a ruling.*

If the authorised person is satisfied that a replacement is required, then:-

- i. For a focal fire**  
The contractor shall be requested to provide a specification and cost for a like for like replacement. Works order to be raised reflecting the brief specification and cost.
- ii. For a radiator**  
Authorisation and works order without quote
- iii. For a boiler/ complete system**  
The contractor shall be asked to provide a cost for an 'A' rated condensing boiler compatible with the existing installation and inline with Associations current specification brief for boilers/ gas central heating systems.

Note-

1. Boilers must have at least a min. 2 year warranty. As of 1<sup>st</sup> May 2007, SBSA regulations stipulate that all new boiler installations must be condensing models. The only instances where these will not be fitted are where the installing contractor considers it uneconomical or impractical to install a condensing boiler.
2. In circumstances where a back boiler is to be replaced, the implications shall be discussed with the Senior Maintenance Officer and Asset Manager and advice sought from Angus's Gas Audit Consultant for a feasible solution. It is not Angus's intention to replace these like for like due to SHQS standards.
3. The manufacturer of replacement boilers must be consistent with Angus's replacements under recent contracts. Preferred manufacturers are currently:-

- Preferred option - Worcester Combi boilers
- Option two - Vailant Combi boilers

Note- The preferred manufacturers should be checked at the time to ensure no variations to the above.

It is important that the Maintenance Assistant or Maintenance Assistant is made aware of all replacement fires and boilers, to enable Homemaster to be updated with address, date, installer, specification, and warranty.

The contractor must also provide any associated certification for gas and electrical works carried out as a result of replacement appliances or systems within 14 days of completion of works.

## **9 MUTUAL EXCHANGES**

Any property that is the subject of a mutual exchange also requires a safety check. The Maintenance Officer or Housing Officer shall advise the Maintenance Assistant or Maintenance Assistant when this is required.

The Maintenance Assistant or Maintenance Assistant must arrange a gas safety check to be carried out in each house on the day of exchange, (or as close a practicable).

Note- The contractor must also demonstrate the operation of the gas central heating system and hand the landlords certificate to the new tenant. A copy of the certificate must be passed to the Association, retained with the landlords' certificates.

## **10 TENANT CONSULTATION AND PARTICIPATION**

10.1 There is little scope for tenant consultation and participation as the repair and servicing of gas appliances is covered either by the Tenancy Agreement or Law with very few options. It is however recognised that tenant awareness on this topic is a very important safety issue and that tenants must be constantly informed.

The following is a list of resources used to inform tenants on all aspects of the gas installation in their homes.

- a) Complete page in handbook dedicated to gas safety.
- b) Regular articles in newsletters
- c) Operating instructions for appliances.
- d) Specific information leaflets e.g. new build or improvements to existing stock.
- e) AHA Website

## **11 POLICY REVIEW**

This Policy will be reviewed on the following basis

- (i) Comprehensive planned reviews will be undertaken after 3 years.
- (ii) An interim review will be undertaken to comply with any new legislation or to address a specific issue.

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