



## Gas and Oil Policy and Procedure 2023

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**Date issued : 2019**

**Last Review date: 2023**

**Next review date: 2025**

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## 1. Introduction

The document clarifies Harrogate Housing Association's (HHA) policy and procedure in respect of the management of properties with a gas or oil supply. HHA has a legal obligation under the Gas Safety (Installation and Use) Regulation 1998 to ensure that all gas appliances and associated parts and fittings within its ownership are maintained in a safe condition and are serviced at least once every 12 months. In order to deliver this HHA has adopted procedures with its contractors to guarantee all work is compliant.

Recent amendments (April 2018) to the legislation introduced a new clause that allows landlords to undertake LGSR checks (Landlords Gas Safety Record) within a 10 – 12-month period after the previous check, this is known as an MOT style check. This change will mean that there is no shortening of the inspection period and will mean that there will be no last-minute access issues. HHA will work with contractors and customers to ensure that this is delivered robustly across its properties.

This process will also cover those properties with heating systems (other than gas and oil) where the Association has a responsibility to service the heating system, including air source heat pumps.

## 2. Aims and Objectives

The aim of the policy is to ensure that the association adopts a "safety first" approach in dealing with the servicing and maintenance of gas and oil fuelled appliances. The association will comply fully with the legislation by providing procedures that ensure the safe delivery of "in time" LGSRs for all its properties.

The objectives of the policy are to provide clear and robust procedures to ensure the safety of HHA's gas and oil appliances and where necessary in achieving this, enforce the responsibilities required of them as a landlord, as set out in the Tenancy Agreement.

In terms of gas and oil servicing and maintenance HHA will:

1. Ensure that gas and oil fittings and flues are maintained in a safe condition and that appliances are serviced at least annually by a Gas Safe registered engineer or a competent and qualified oil boiler engineer.
2. Keep a record of each safety check for at least 2 years.
3. Provide a copy of the latest LGSR and oil certificate to each customer within 21 days of the check being completed.
4. Supply and maintain a CO (carbon monoxide detector) appliance in each of its properties. These detectors will be fixed by the contractor at an appropriate position close to the boiler.

5. HHA will manage its safety records in accordance with any changes made to the property.
6. Remove gas fires to properties when that property becomes void and make good any work to the property to achieve this.

### **3. Landlords Annual Gas Safety Check process**

HHA operates a firm but fair approach to ensure that LGSR checks are completed annually. The association will use its discretion in contacting customers with specific needs and requirements and will carry out its action with this in mind.

In 2020 HHA moved to an MOT style of service which allows the contractors to carry out the service to a property within 2 months of the LGSR date, without resetting the date of the LGSR. This is like the MOT process regime for cars. Generally, LGSR work will not be undertaken in the winter months giving the contractor more flexibility to attend to repairs in that period.

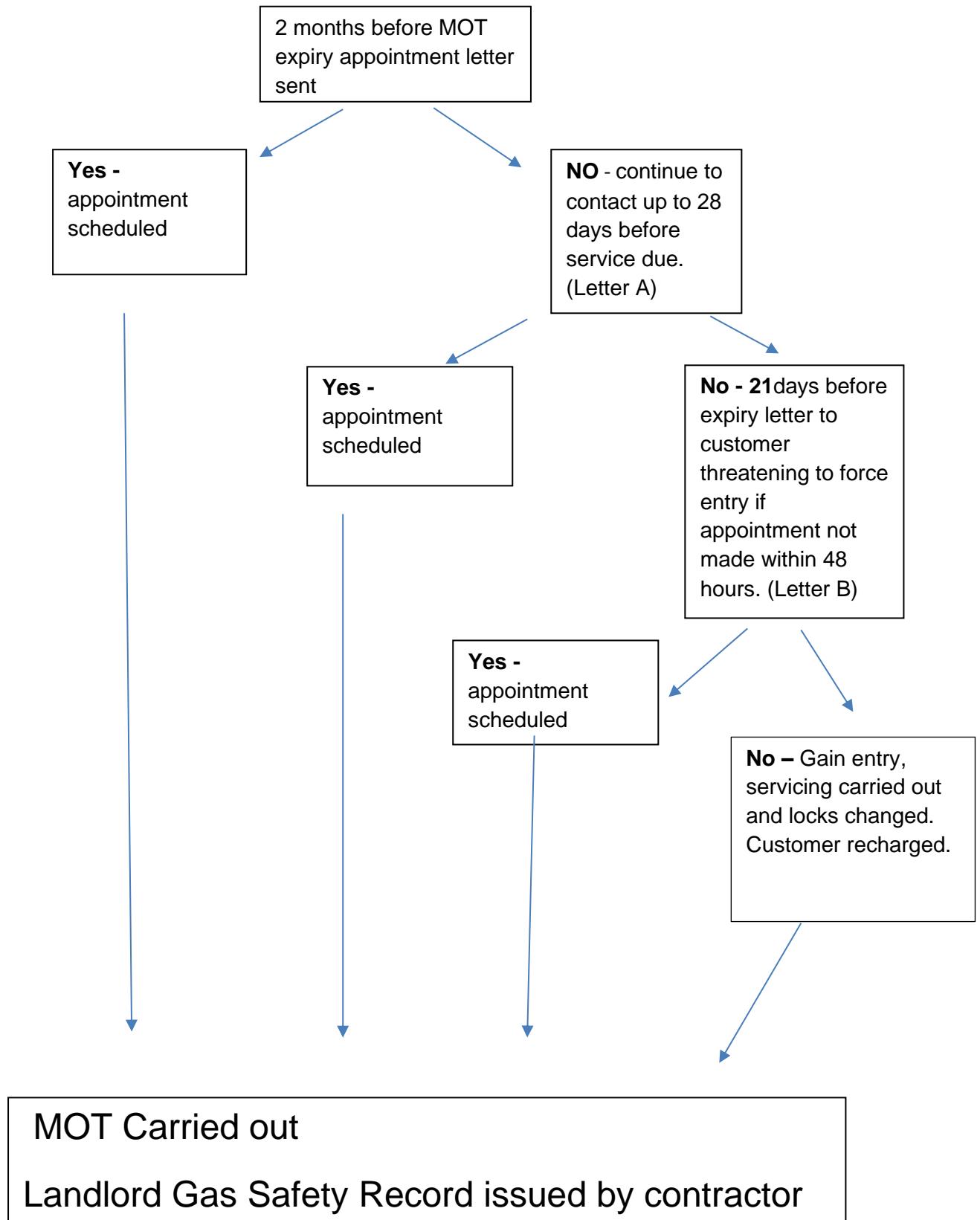
To deliver this HHA will ensure:

1. When the MOT anniversary date is within 2 months the contractor will commence their access procedure to carry out the service. They will write, on behalf of the Association and request customers (oil fired boilers will be included in the same process) for contact to arrange a service. They will give an initial appointment date for a new safety check to be undertaken. If the customer contacts the contractor, they can schedule an appointment to attend the property. The contractor sends a daily passback report to HHA that indicates the properties where access has been attempted but not gained. HHA will assist the contractor in gaining access by liaising directly with the customer to book a service appointment. Attempts continue by the contractor to contact customers to gain access where there has been no response to the initial letter.
2. No later than 28 days of the initial letter being sent out and if the customer fails to contact the contractor a further letter is then issued by the contractor with another appointment date. If the customer contacts the contractor, then an appointment is scheduled. HHA uses the pass back report to chase the customer for the service appointment if this has not been made.
3. If there is no response to the attempts to contact the customer, then HHA will send a first warning letter (see Appendix 1 Standard Letter A). First warning letter is sent no later than 28 days before the MOT date.
4. If the customer fails to contact the contractor and HHA have been unable to establish contact following the first warning letter, then no later than 21 days before expiry of the MOT date a final warning letter is hand delivered to the customer (see Appendix 1 Standard Letter B). This letter clearly states that the Association is providing the customer, as per the tenancy agreement, 48 hours' notice that the association's contractors will force entry to service the

appliance and that the costs of this will be charged back to them if access to service the appliance is not granted.

5. If after serving the letter the customer contacts the association and the service is carried out, and then no further action is taken. If the customer fails to contact the association or the contractor, then the action to force entry, service the appliance and re secure the property via a lock change, as per the letter, is taken. The costs of taking this action is charged to the customer in accordance with HHA's Recharge Policy.
6. Once the Gas service has been carried out and the LGSR has been received, a letter with a copy of the LGSR is sent to the customer within 21 days of the LGSR being carried out. This letter will, if appropriate, also advise the customer of any actions that have been noted by the engineer but are the responsibility of the customer.( Appendix 4 and 5)

#### 4. Flow chart LGSR Process



## **5. Existing Tenancies**

Those properties with existing gas fires provided by the Association will continue to have these appliances serviced and maintained whilst it is able to do so. If these appliances become obsolete and/or unsafe then the Association will work with the customer to remove the fire and make good the area.

If the customer requests that a fire is replaced then the Association will consider replacing the fire, where possible, with an electric fire. If it is not possible to fit an electric fire then at the Association's discretion, and after a heat loss survey is conducted by the gas engineer, in exceptional circumstances will consider fitting a new gas fire.

Permission to install non-standard gas appliances such as gas fires, wood burning stoves, inset oven and hobs will NOT be given. If these appliances are already in a property, then customers may be requested to remove these items and make good on vacating the property.

## **6. Void, Transfers and Mutual Exchanges**

When a customer starts a new tenancy, HHA will ensure that all relevant gas fittings are safe for use. The gas supply will be checked at the start of the tenancy and HHA will carry out a landlord's gas safety check.

A copy of the LGSR (will be provided to the customer if a service has been carried out on the property within 3 months of them moving in) will then be issued to the customer within 28 days of the service and the housing management system will be updated to enable HHA to manage and monitor the regular servicing of the gas system.

This process is the same for both voids and mutual exchanges.

### **6.1 Removal of Gas appliances- Void properties/ Transfers**

- If a void has an existing gas fire in situ and as part of our commitment to gas safety, the association will arrange for the removal of the gas fire. HHA will cap off the supply and remove it and sealing up any hearth spaces left behind from the removal of the gas fire.
- Where a gas fire is removed HHA will give consideration to installing an extra radiator to ensure the heating requirements for the property are not compromised. The contractor will be asked to survey the property first and the extra radiator will be at the discretion of HHA.
- Incoming customers will NOT be given permission to install their own gas fire.
- HHA will remove free standing gas cookers from void properties.
- Where a property has a gas hob and /or inbuilt gas oven, on re let HHA will carry out a safety check on these appliances and if this check confirms the safety of the appliances then the incoming customer will

be given the option of retaining the appliance or removal. The former tenant will be recharged for the costs of the work under the Recharge policy for non-standard fittings. There will be a disclaimer for further repairs and maintenance of these items which will be signed by the incoming customer if retained.

## 6.2 Removal of Gas appliances – Mutual Exchanges

- **Free standing gas cookers** - Following the application for mutual exchange the association will carry out a check to our property taking part in the exchange. If our property has a free- standing gas cooker and this is to remain in the property, then a safety check will be carried out on the appliance as part of the LGSR check. If, following the check, the cooker passes the safety check then the incoming customer will take on responsibility for it. This is confirmed at sign up with the customers. If the cooker is classed as unsafe then both customers will be advised of this and agree for it not to be used. The former customer will pay for the removal of the cooker.
- **In built cookers and hobs** – if our property has an inbuilt appliance then as above a safety check is carried out. If the gas cooker is found to be safe, then the incoming customer would sign a disclaimer for the appliance. If the appliance/s are unsafe then the association will arrange for the removal of the appliances and recharge the outgoing customer.
- **Non-standard Gas Fires** – These will be treated in the same way as an in built cooker and if safe are retained on the signing of a disclaimer
- **Wood Burning Stoves** – Permission to install a stove will NOT be granted by the Association. Customers with historic installations are allowed to keep this whilst they remain a customer but must also ensure that the chimney is swept at least once a year. HHA may arrange this cleaning, but this will be recharged back to the customer. On vacating the property, the customer will need to remove the stove and all installations i.e., flue liner and make good the area. If this work fails to be done, then the customer will be recharged for the Association's costs.

## 7. Reactive Repairs

Gas and oil appliance repairs are reported by the customer direct to the contractor who is appointed to undertake the repairs on HHA's behalf. The contractor will respond to the repairs in the allocated response times. Any repairs outside the contract will require the authorisation of the Operations Manager before they can progress.



## **8. Monitoring**

The Association must comply with legislation to have a 100% of its properties with a valid LGSR. This means that all staff are aware of the importance of ensuring access to properties is achieved in a timely manner.

The Association will produce, in advance of the MOT date, a report for the contractor of all properties the Association believes are due to be serviced.

A monthly review of compliance will be held between the Operations Manager and the Contract Manager to ensure performance is maintained and that the contractor manages any health and safety issues.

## APPENDIX 1 Standard Letter A

Date  
Name  
Address

Dear Name

### **RE: ANNUAL GAS SAFETY INSPECTION – URGENT ACTION REQUIRED**

Your annual gas safety check is now due. Our gas contractor SURE has been trying to contact you to arrange an appointment to access your home and service your boiler.

**You MUST contact SURE on 0151 728 7650 immediately to book this appointment.**

#### **THIS IS A LEGAL REQUIREMENT**

If you fail to make an appointment and allow the contractor access to your boiler then the Association will enforce the conditions of your Tenancy Agreement and force access to your home. Any costs associated with taking this action will be charged back to you.

Please make this appointment today to prevent action being taken against you.

Yours sincerely

Angela Aldis  
Operations Manager

## **APPENDIX 2 Standard Letter B**

**Hand delivered to property.**

Date  
Name  
Address

Dear Name

### **RE: FORCED ENTRY TO YOUR HOME FOR ANNUAL GAS SAFETY CHECK**

I wrote to you on XXXX to advise you that your annual gas safety check is now due and that you must contact the gas contractor SURE to make an appointment to have this service carried out.

As you have failed to respond to letters, emails and phone calls I must advise you that, in accordance with the terms of your Tenancy Agreement, the Association will force entry to your home on XXXX\*. You must contact the gas contractor on the number below in the **next 48 hours** to prevent this action.

Any costs associated with taking this action will be charged to you. To prevent this serious action you must, **IMMEDIATELY** call the contractor on these details.

**SURE, GAS tel: 0151 728 7650 AND CONFIRM ACCESS TO YOUR HOME**

### **THIS IS A LEGAL REQUIREMENT**

This is a very serious situation, and your safety is at risk if you fail to take immediate action.

Please make this appointment today to prevent us gaining forced entry to your home.

Yours sincerely

Angela Aldis  
Operations Manager

## Appendix 3 Oil Letter

NAME  
ADDRESS

Dear

### **RE: ANNUAL OIL SAFETY INSPECTION – URGENT ACTION REQUIRED**

We have been trying to contact you to arrange your annual servicing of your oil boiler. We have not been able to contact you and as such we have had to arrange for the engineer to isolate your boiler. This action has been taken for your safety.

**Without the servicing of your oil boiler, you will not be able to have hot water and heating. Please ensure you take action immediately**

**IT IS A LEGAL REQUIREMENT TO ALLOW ACCESS FOR YOUR SERVICE**

**You MUST contact SURE on 0151 728 5760 immediately to book this appointment**

If you fail to make an appointment and allow the contractor access to your boiler then the Association will enforce the conditions of your Tenancy Agreement and force access to your home. Any costs associated with taking this action will be charged back to you.

Please make this appointment today to prevent action being taken against you.

Yours sincerely

Angela Aldis  
Operations Manager

## Appendix 4 Standard Letter with LGSR 1

Date  
Name  
Address

Dear Name

### **RE: Landlords Gas Safety Check**

Please find enclosed a copy of the Landlord Gas Safety Check that has recently been carried out at your property.

You should retain this LGSR copy for your own records. The gas safety check will be carried out every year and you will be notified by SURE our gas contractor within 2 months of the expiry date to arrange an appointment. Please make sure that you provide access for the engineer to do this work

Yours sincerely

Administration Officer

## Appendix 5 Standard Letter with LGSR 2

Date  
Name  
Address

Dear Name

### **RE: Landlords Gas Safety Check**

Please find enclosed a copy of the Landlord Gas Safety Check that has recently been carried out at your property. Your boiler is safe and there are no safety issues, but the engineer has advised that the following is to be brought to your attention in respect of your personal appliances: -

- 1.

You should retain this LGSR copy for your own records. The gas safety check will be carried out every year and you will be notified by SURE our gas contractor within 2 months of the expiry date to arrange an appointment. Please make sure that you provide access for the engineer to do this work.

Yours sincerely

Administration Officer