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Policy Name	No Access Policy
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West Whitlawburn Housing Co-operative will provide this policy on request at no cost, in larger print, in Braille, in audio or other non-written format, and in a variety of languages. Please contact the office.

1. Introduction

- 1.1 This policy sets out the framework used by West Whitlawburn Housing Co-operative (WWHC) to ensure access to the housing stock when required. WWHC have legal, regulatory and contractual duties as a social landlord, which include ensuring the housing stock meets national legal standards in terms of conditions and ensuring the safety of tenants.
- 1.2 To enable WWHC to meet these duties, we need to access tenant's homes when necessary. Where barriers to access exist, WWHC will work with the tenant to ensure that access is agreed, providing support to the tenant where required.

2. Policy Aims

- 2.1 The overall aim of the No Access Policy is to ensure that the housing stock is safe and meets all minimum required standards as set out in legislation, regulation and any contractual obligations.
- 2.2 The specific objectives of the Policy are:
 - to ensure a robust escalation process is in place to provide the tenant with the opportunity to give access at a mutually convenient time while advising that it may lead to forced entry where no access is provided.
 - to allow WWHC to exercise its legal right as a landlord to enter the property, having given the tenant the legally required notice of 24 hours.
 - to inspect the property condition or carry out works required to meet any legal, regulatory and/or contractual obligations.
 - to provide a fair and transparent process to gain access to the property where the tenant has either not agreed to give access or has ignored contact requesting access.
 - to ensure that any forced entries are carried out with minimum disruption, complying with relevant legislation and good practice.
 - to ensure that any tenant(s) who do not allow access are re-charged for any associated costs WWHC incurs by having to force entry.

3. Legal Provisions, Regulations and Standards

- 3.1 Social landlords have a number of legal duties in connection with the standard of repair in rented properties arising from a number of sources:

- The Housing (Scotland) Act 2001 sets out the duty for social landlords to ensure that all properties must be “wind and watertight and in all other respects reasonably fit or human habitation.
- The Housing (Scotland) Act 1987 sets out a minimum “tolerable standard” for all properties in Scotland, which can be enforced by local councils (see 3.2 & 3.3 below).
- The Scottish Housing Quality Standard (SHQS) created by the Scottish Government in 2004 using powers contained within the 2001 Act, sets out additional standards in relation to the quality of social rented housing, which go beyond the minimum requirement set out in the Acts (see 3.4 below).
- A specific duty relating to annual servicing for gas appliances is contained within the Gas Safety regulations 1998.
- Electrical Installation Condition Reports (EICRs) must be obtained for each property every five years (although there are no specific equivalent statutory provisions relating to the requirements for EICRs)
- Fire safety and smoke alarm requirements are part of the “tolerable standard” set out in the Housing (Scotland) 1987 Act.

3.2 The tolerable standard currently requires that any property with an electricity supply complies with the relevant requirements in relation to the electrical installations for the purposes of that supply. The relevant requirements are that the installation is adequate and safe to use. The only way to be satisfied that social landlords meet the tolerable standard is to have an inspection carried out to confirm this.

3.3 The tolerable standard was amended (from 1 February 2022) to include specific requirements relating to interlinked smoke and heat alarms.

3.4 The SHQS includes a specific element relating to “safe electrical systems” and to demonstrate compliance with this element-social landlords must organise electrical safety inspections by a competent person at intervals of no more than five years.

4. Tenancy Agreement

4.1 As the landlord in a Scottish Secure Tenancy WWHC must:

- ensure that the property is wind and watertight, habitable and reasonably fit for human habitation before the tenancy begins and keep the house in that condition throughout the tenancy. Repairs will be carried out within a reasonable period of WWHC becoming aware that the repairs need to be done.

- inspect annually any gas installations in properties provided by WWHC and carry out repair or replacement of any such installation, within a reasonable period.
- inspect the installations for the storage and supply of water we are responsible for at the beginning of the tenancy and at reasonable intervals thereafter.

4.2 In relation to access, the Scottish Secure Tenancy agreement states:

“We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours’ notice in writing. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice.”

5. Access Requirements

5.1 Planned Access

Reasons for WWHC to require access are as follows:

- to carry out repairs which are the landlord’s responsibility to complete
- to carry out safety checks to ensure it meets its legal compliance obligations e.g. to carry out annual gas safety checks, electrical safety testing to ensure that there is a valid EICR in place, or fire safety works
- to assess the general condition of properties or for the presence of known hazards e.g., asbestos surveys
- to assess the need for, or to carry out investment works and property improvements
- to carry out tenancy inspections to assess both the condition of the property and that the needs of tenants are being met effectively
- to carry out improvement work or upgrade needed to meet new safety or energy efficiency legislation, regulations or standards
- to fulfil its duties as a landlord in terms of safety of tenants
- to carry out defects inspections
- to view the condition of the property

This list is not exhaustive. WWHC need access to a property to inspect or carry out work required to meet any legal and regulatory standard or contractual obligation.

5.2 Emergency Access

In emergency circumstances, WWHC may require to gain immediate access to properties where there is a reasonable assumption that there is a threat to the health and safety of individuals or failure to act may result in property damage.

WWHC will attempt immediate access in extreme circumstances. Non-exhaustive examples include where there is a flood, gas escape or suspected medical emergency.

Where WWHC is required to gain access in this way it will:

- Ensure follow up attempts are made to trace the property occupants to inform them of the actions undertaken
- Ensure the property is left safe and secure (this may on occasion involve carrying out a locks change. Where this is required, WWHC will endeavour to leave messages or notification to the tenants/leaseholders of how they can obtain replacement keys)
- Take photographic evidence of the property by means of an inventory and/or as evidence for legal action that may follow

If WWHC is required to gain access in emergency situations to remedy a fault that is found to be of the responsibility of the tenant, the cost may be rechargeable.

6. Procedure

6.1 The procedure will vary according to the timescales for each planned access requirement, but common factors will include multiple, reasonable attempts to secure access by arrangement with the tenant and at times that are mutually agreeable.

6.2 Listed below are the types of measure WWHC will use to gain access on a planned basis:

- WWHC will attempt to make contact with the tenant(s) to give prior warning of any work/inspection required, giving as much notice as possible to arrange a mutually convenient time for the work/inspection to be carried out .
- contact by telephone or email to secure an appointment date
- home visit to book an appointment date

- 6.3 WWHC may repeat the above attempts to maximise the opportunities to secure appointments by arrangement.
- 6.4 If the tenant does not provide access to the property, WWHC will write to the tenant requesting contact to arrange access within 7 days. This No Access letter will explain the need for access and contact details to make a suitable arrangement.
- 6.5 If the tenant fails to respond to the first No Access letter, a second letter with an appointment date and time will be issued to the tenant.
- 6.6 In the case of a gas servicing appointment, if the tenant fails to give access at this stage, the Co-operative will force entry in order to take works forward.
- 6.7 In other cases, a further No Access letter will be issued giving a final opportunity to make contact and arrange an appointment and confirm WWHC will force entry to carry out the necessary work/inspection.
- 6.8 Forced access is considered a last resort and we will exhaust all other measures try to obtain access with the cooperation of the tenant. Each case will be assessed and authorised by the relevant Manager.
- 6.9 Police attendance will be requested for any forced entries but may not be possible.
- 6.10 Where Housing Services staff believe a property has been abandoned, and serve the appropriate Notice, they will inform Property Services staff in order that efforts to secure access can be coordinated. If the access requirement falls during the Notice period, the above forced access procedure will be carried out.
- 6.11 There may be instances where WWHC may be required to take tenancy enforcement actions to secure access. This may include serving 'Notice of Proceedings' for breach of tenancy and applying to the courts to bring the tenancy to an end. WWHC would only pursue this when all other reasonable attempts at contact and access by agreement have been exhausted.

7. Special Circumstances

- 7.1 WWHC will take into account any special circumstances that tenants may have which may affect access to carry out any work.
- 7.2 Where it is identified that the tenant has any physical or mental impairment, medical issues, disabilities and/or vulnerabilities that will

prevent the work or inspection from going ahead, WWHC will work with the tenant to try and find a solution to allow the work to be carried out with minimal disruption or where possible delay the work to a more convenient time.

7.3 WWHC will provide assistance to the tenant where required taking account of any household or family members who could be reasonably expected to support and assist them.

7.4 WWHC will establish the level of assistance that will need to be provided in line with the circumstances of each case.

8. Re-chargeable Costs

8.1 WWHC may re-charge the tenant(s) for any costs associated with the forcing access following escalation to this stage, which will include trades' time and materials required to repair any damage caused by forcing entry and VAT in line with Rechargeable Repairs Policy.

9. Complaints

9.1 Any tenant who is not satisfied with the manner in which WWHC has dealt with any aspect of the no access process should make a complaint, which will be progressed through WWHC's Complaint Handling Procedure.

10. Equalities

10.1 We are committed to ensuring equal opportunities and fair treatment for all people in our work. In implementing this Policy, we will provide a fair and equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

11. Policy Review

11.1 WWHC will review and update this policy every 3 years unless new legislation, policy or regulatory guidance requires it to be reviewed earlier.