

Gas Safety Policy

GAS SAFETY POLICY



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1. INTRODUCTION

1.1. Liverpool Mutual Homes (LMH) is committed to keeping its properties in a good condition and in doing so will meet both its statutory and contractual responsibilities. LMH's approach to property maintenance is detailed in its Asset Management Strategy.

1.2. LMH recognises that its tenants consider the delivery of an excellent repairs service to be very important to them. As such LMH aims to provide a quality service, on time and with the highest standards of customer care. This is achieved through ensuring flexibility, consideration for individuals and continuous monitoring of the cost effectiveness of the repairs services team to meet the challenging and developing expectations of LMH's customers.

2. PURPOSE

2.1. The purpose of this Policy is to ensure that LMH can ensure its properties are regularly tested and inspected for gas safety. This policy has been developed to ensure that all tenants and leaseholders are aware of LMH's gas maintenance routines and the timescales in which maintenance, inspection and testing will be carried out.

2.2. In addition LMH will:

- Ensure that the inspection and service is cost-effective and carried out to the highest standards;
- Ensure that gas inspections and services are completed in accordance with current law and best practice; and
- Survey tenants' views on the service they receive; take action to remedy any problems and use the results to continually improve its policies and procedures.

3. SCOPE

3.1. This policy sets out LMH's approach to ensuring the safety of all gas heating installations including boilers, fires and associated pipework.

- 3.2. Installations in individual properties as well as in communal areas are covered. Where there is a communal installation there may also be gas appliances in the units served by the communal installation.
- 3.3. There are potentially fatal risks associated with gas appliances, both through leaks of the natural gas itself, which is highly flammable, and carbon monoxide leaks which are potentially fatal. If there should be an incident not only LMH, but also individual officers, may be liable.
- 3.4. LMH is committed to ensuring the safety of its customers, staff and any others who may be affected by gas appliances installed in properties that it owns.
- 3.5. LMH will comply with its' duties for repair and maintenance as set out in the Landlord and Tenant Act 1985 and the Housing Acts 1985 and 1988. In addition LMH will comply with:
 - Health and Safety legislation, including the Management of Health and Safety at Work Regulations 1999 and the Workplace (Health, Safety & Welfare) Regulations 1992 (as amended);
 - Specific Gas Safety legislation, including the Gas Safety (Installation and Use) Regulations 1998, Gas Safety (Management) Regulations 1994; and
 - The Construction (Design and Management) Regulations 2015.
- 3.6. LMH will also require its contractors to abide by relevant legislation and technical guidance. The provider of the registration scheme for contractors is the Capita Gas Safe Register.

4. POLICY

- 4.1. LMH will carry out its responsibilities and obligations as a landlord, as set out in the separate sections below:
 - Ensuring that annual gas safety checks are carried out within 12 months of the previous inspection by a Gas Safe registered engineer and will include taking appropriate action to gain access where necessary;
 - Carrying out gas safety checks before the re-letting of properties, regardless of when the appliances at the property were last checked;
 - Ensuring that gas appliances, pipe work and flues are repaired and maintained to approved standards;
 - Procuring and managing contractors appropriately, ensuring that they are qualified and registered to do the work required of them;
 - Keeping detailed records including keeping a record of the gas safety check for 2 years and monitoring compliance; and

- Publicising to customers risks associated with gas appliances, actions taken to mitigate them, and their responsibilities.

4.2. LMH will ensure that all relevant staff receive appropriate gas safety awareness training. Staff directly involved in the management of gas related activities will receive more in depth training.

4.3. All employees should look out for danger signs from gas appliances as a part of their routine duties and visits to customer's homes.

4.4. Customers' Responsibilities

4.5. Customers are responsible for:

- Allowing access for the gas safety check; and
- Immediately reporting any concerns with gas appliances, and turning them off until they are checked by a competent person.

4.6. As well as General Needs, Independent Living Schemes and Supported Housing properties, LMH also has leasehold properties.

4.7. Leaseholders do not fall under the responsibility of LMH or its partners for gas safety. LMH will however remind leaseholders of the importance of carrying out a gas safety check. For checks LMH carries out in communal areas leaseholders will be recharged

4.8. On new build properties and those undergoing substantial refurbishment or major repairs, a full Landlord Gas Safety Record (LGSR) will be required at the point of handover and signed by the new tenant.

4.9. Responsibility for appliances

4.10. LMH is responsible to ensure as far as possible that they are aware of all gas appliances (whether owned by LMH or installed by customers) that are present in their stock.

4.11. In general LMH is not responsible for the safety of cookers or other installations made or appliances used by customers, including portable gas appliances. LMH is not responsible for any additional pipework required to install such items.

4.12. Cookers and other appliances, pipework and flues, which are installed in temporary accommodation and Supported Housing properties that belong to LMH will be inspected.

- 4.13. All other gas appliances which are fixtures are the responsibility of LMH.
- 4.14. If any installation undertaken by the customer is found to be defective and immediately dangerous upon inspection, then the contractor will terminate the gas supply and make recommendations for required repairs.
- 4.15. When gas fires owned by LMH require replacing, they will be replaced by an electric fire of similar functional capability, with the gas supply to the fire being capped-off permanently. The gas supply pipe will be removed where it is practical to do so.
- 4.16. Where LMH has properties heated by portable gas appliances it will ensure that they are removed as a matter of priority and replaced with alternative fixed appliances.
- 4.17. LMH will comply with the Institute of Gas Engineers and Managers (IGEM) document IGE/G/5 which came into force on 1st June 2008 and requires that wherever a new flue-less gas appliance such as a cooker is installed in a multi occupancy dwelling (e.g. flats) it must have a Flame Supervision Device (FSD) which will cut off the gas if it detects that the pilot light goes out.
- 4.18. Primarily this will be the responsibility of customers, but where LMH owns such appliances, for example in supported housing or temporary accommodation, LMH will ensure that the appliances comply with these regulations. LMH will publicise the new regulations to customers via the LMH website. In furnished tenancies, where LMH supplies such appliances, any renewal of these will be done using electric powered appliances.
- 4.19. In relation to customer-owned appliances, contractors will be instructed to note any non-complying cookers on the annual LGSR and where relevant inform the customer of the regulations.

4.20. Safety Checks and Access Issues

- 4.21. Carrying out regular safety checks is fundamentally important to LMH's overall commitment to gas safety. If a unit (individual or communal) does not have a valid LGSR and a gas appliance becomes faulty, LMH would be held responsible for any injuries or fatalities that occur. The courts' would consider whether LMH had done everything reasonable to get access to carry out the check.
- 4.22. All units must therefore have a valid LGSR at all times. A record of all gas safety checks will be kept for two years in an electronic format.

4.23. Any issues emerging through the gas safety check will be dealt with as appropriate, according to severity. They may be:

- Rectified at the time of the check, where the contractor is able to do so;
- Scheduled for repair according to the appropriate repair timescale; and
- Any gas appliances that fail the safety check will be disconnected from the gas supply, and the customer instructed not to use them until they can be repaired/replaced. Repair/replacement will then be prioritised according to the LMH day-to-day repairs service standards.

4.24. Safety Checks on General Needs properties

4.25. An annual gas safety check will be carried out by a Gas Safe registered contractor on each appliance and/or flue that is provided for tenant use. Each existing tenant will be issued with a copy of the LGSR within 28 days of it being completed.

4.26. Safety Checks on Independent Living Schemes

4.27. LMH will arrange to carry out an annual gas safety check on Independent Living schemes every 12 months. A copy of the LGSR will be kept in the Scheme Manager's office and will be made available to any tenant on request.

4.28. Safety Checks for Lettings and Mutual Exchanges

4.29. With the exception of letting a single room in a shared property that does not have any gas appliances, all properties will be inspected and certificated with an LGSR before letting. New tenants will receive a copy of the LGSR before they move in. Any gas appliances which have been installed by the previous tenant will be removed before re-letting. No gas appliances should be gifted to the incoming tenant.

4.30. If it is not intended to re-let a self-contained property within 28 days, LMH will arrange for a nominated contractor to disconnect the internal gas pipe work on the outlet side of the meter by either inserting an isolating disc or capping-off the pipe work and draining down the system.

4.31. Gas safety inspections for Mutual Exchanges will be carried out in accordance with the appropriate policy. Before an exchange can be completed it must be

established that there is a valid LGSR for the property. If there is not a valid LGSR, a gas service inspection must be completed before the exchange goes ahead.

- 4.32. It is the outgoing tenant's responsibility to ensure that if there is not a valid LGSR they allow access to a contractor to carry out the gas service inspection. **Mutual Exchanges will not proceed without the gas service inspection being carried out.** The tenants involved in the Mutual Exchange will both be recharged for the inspections.

4.33. Access for the Safety Check

- 4.34. Most tenants allow access for the annual gas check. However, a small minority that do not comply cause danger to themselves, visitors and neighbours. A landlord is permitted to enter a tenant's property to view the condition and state of repair under Section 11(6) of the Landlord and Tenant Act 1985, provided that the tenant is given at least 24 hours written notice.

- 4.35. It is also a condition of the Tenancy Agreement that tenants must provide access to their properties for a gas safety inspection. The circumstances in which they are obligated to do so are set out in the Tenancy Agreement.

- 4.36. In order to gain access, LMH will follow an agreed procedure, starting with a letter to the tenants before the check is due, and escalating through to legal proceedings to gain access where necessary. Contractors and LMH teams will keep full and accurate records of their actions at every step.

- 4.37. LMH will ensure that every effort is made to gain access prior to pursuing legal action and will regularly consider new and innovative ways to gain access. Where LMH seeks legal intervention its preferred first option is the use of injunctions and will seek to recharge tenants for any associated legal costs.

- 4.38. LMH recognises that there may be a support need, language or format issue, or specific tenancy management reason that causes access difficulties. In these circumstances, where it is reasonably practicable to identify the need LMH will try to overcome or resolve the cause of the problem before pursuing legal action.

4.39. Repairs and Maintenance of Gas Installations

- 4.40. In addition to its legal obligations, LMH is committed to investing in its gas appliances through its repair and renewal programmes.

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- 4.41. Responsive repairs will be carried out in accordance with the timescales set out in LMH's day-to-day repairs service standards. Where specified in individual contracts, these timescales may be bettered.
 - 4.42. Planned maintenance will be carried out on domestic and commercial installations, including a programme of boiler replacements, and of central heating improvement. Planned maintenance programmes will be determined annually and will take into account any recommendations from contractors.
 - 4.43. Repair and maintenance of appliances will be carried out in accordance with the manufacturer's instructions. If these are not available it may result in appliance being isolated.
 - 4.44. All works on gas appliances and associated pipework must be carried out using installations and appliances designed and installed by Gas Safe Registered engineers in accordance with the Gas Safety (Installations and Use) Regulations 1998.
 - 4.45. Where responsive repairs, planned maintenance or issues identified at the annual safety inspection result in no heating being available in the property contractors will be responsible for providing sufficient alternative heating arrangements as well as temporary water heaters. This is especially important for vulnerable and older tenants.

5. CONTRACT MANAGEMENT

- 5.1. Contract management and procurement will be carried out in accordance with the procurement policies and procedures of LMH. LMH will ensure that its contractors are fully aware of its Health and Safety requirements and in line with its Contractor Health and Safety procedure. It is the responsibility of the contractor to ensure that adequate safety precautions are taken when working on gas appliances and pipework.
- 5.2. LMH will ensure that any contractors commissioned to carry out work or safety checks on gas installations and appliances are competent to do so and are legally registered with the HSE's preferred provider for gas contractor's registration (Capita Gas Safe Register). All contractors will ensure that any subcontractors that they use also meet these standards. Confirmation of this must be forwarded to LMH prior to commencing any gas work.

6. MONITORING

- 6.1. Central heating databases identify all individual and communal units owned by LMH and record the type of heating present and whether or not there is an obligation to service the appliance. These databases act as the definitive version of this information.
- 6.2. Weekly reports will be generated from the databases to identify the number of units with a current valid LGSR as a percentage of total stock and the stage that properties without a valid LGSR have reached. Results will be reported on a weekly basis.
- 6.3. The percentage of units with a valid LGSR is monitored via key performance indicator monthly reports. These are presented quarterly to the Board of Management and Group Leadership Team meetings.
- 6.4. Contractors are responsible to check the LGSR's have been completed correctly before passing them to LMH. They are required by LMH to provide them in an electronic format supported by a schedule. LGSRs received by LMH will be checked for accuracy between the LGSR and the schedule.

7. CONTRACTOR

- 7.1. LMH has created its own in house contractor to deliver its key repairs service to customers. LMH recognises that compliance with statutory requirements remains the responsibility of LMH.
- 7.2. The controls in place to ensure the level of assurance that the contractor is completing the works to the desired standard include that:
 - It will hold a full current Capita Gas Safe Register registration backed by the Gas Safe Register Guarantee of Standards; and
 - It will ensure all engineers are qualified and possess ACS gas safety registration and have relevant elements of the gas field they will be working in or qualifications determined by current legislation.
- 7.3. LMH will work within the principles of partnering with all of its contractors to explore innovative and best practice initiatives such as standardisation, value for money and joint procurement methods.
- 7.4. On attending a property all operatives will:
 - Show identification;
 - Be polite and courteous at all times;

- Take care not to damage customers' possessions/property using suitable protection, Dust sheets/covers as required;
- Ensure tools and materials are not left in a dangerous position;
- Clear and take away all rubbish resulting from the job;
- Ensure services affected by the repair are working before leaving;
- Keep appointments made or make contact if they are going to be delayed or have to re-arrange; and
- Give an explanation if the repair is going to be delayed.

8. VULNERABLE PEOPLE

8.1. LMH recognises that some tenants are vulnerable and may require an enhanced repairs service either on a permanent or temporary basis. LMH will strive to provide this enhanced service and work with external agencies and its repairs contractor to ensure those customers' needs are known and acted upon.

9. CUSTOMER SATISFACTION/FEEDBACK

9.1. LMH takes any dissatisfaction with its repairs service or performance of its contractors seriously and would always welcome feedback. All complaints regarding a repair or the conduct of any contractors will be dealt with via LMH's Customer Feedback Policy and process.

9.2. LMH welcome suggestions and complaints from people who use or provide its services. LMH believes that this can provide important lessons to help it ensure that the service is improved for everyone.

9.3. If you have something to say about LMH's policies and procedures or the information that is provided about them, please write to; -

Liverpool Mutual Homes
The Observatory
1 Old Haymarket
Liverpool
L1 6RA

Telephone: 0800 678 1894
By e-mail to: info@liverpoolmh.co.uk